

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, September 3, 2019

6:00 P.M. REGULAR CITY COUNCIL

- 1. Call to Order and Roll Call**
- 2. Invocation: Stan Johnson, Changed Life Church**
- 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

- 1. Regular City Council Minutes, August 20, 2019**

B. Accounts Payable Dated August 29, 2019 in the Amount \$286,381.70

C. Resolutions

- 1. Consideration to approve Resolution No. R60-2019**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPOINTING CERTAIN CITY OF KUNA, IDAHO OFFICIALS AS PERSONS AUTHORIZED TO SIGN FOR BANKING SERVICES ON BEHALF OF THE CITY OF KUNA, IDAHO AND PROVIDING THAT THE SIGNATURES ARE VALID FOR THE 2019 YEAR OR UNTIL REVOKED BY ACTION OF THE MAYOR, AS PROVIDED FOR IN RESOLUTION NO. R33-2018.

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.

2. Consideration to approve Resolution No. R61-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AND THE CLERK TO ATTEST TO THE PRESSURIZED IRRIGATION REIMBURSEMENT AGREEMENT WITH SELECT DEVELOPMENT AND CONTRACTING LLC, IN THE AMOUNT OF NINETEEN THOUSAND THREE HUNDRED THIRTY-SEVEN DOLLARS AND 00/100 (\$19,337.00).

3. Consideration to approve Resolution No. R62-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AND THE CLERK TO ATTEST TO THE WATER REIMBURSEMENT AGREEMENT WITH SELECT DEVELOPMENT AND CONTRACTING LLC, IN THE AMOUNT OF TWENTY-ONE THOUSAND NINE HUNDRED FORTY DOLLARS AND 00/100 (\$21,940.00).

4. Consideration to approve Resolution No. R63-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AND THE CLERK TO ATTEST TO THE SEWER LINE REIMBURSEMENT AGREEMENT WITH SELECT DEVELOPMENT AND CONTRACTING LLC, IN THE AMOUNT OF FIFTY-EIGHT THOUSAND THREE HUNDRED FIFTY-THREE DOLLARS AND 96/100 (\$58,353.96).

5. Consideration to approve Resolution No. R66-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE DEED OF PUBLIC UTILITIES EASEMENTS GRANT AND CONVEYANCE OF UTILITY PIPELINES AND GRANTEE ACCEPTANCE FROM VIPER INVESTMENTS, LLC.

D. Final Plats

1. Consideration to approve Case No. 19-04-FP (Final Plat) for Arbor Ridge Subdivision No. 6.
2. Consideration to approve Case No. 19-07-FP (Final Plat) for Merino Cove Subdivision.

5. Community Reports or Requests:

None

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

A. Public Hearing and consideration to approve Annual Appropriation Ordinance No. 2019-31 and Resolution No. R64-2019 – Jared Empey, City Treasurer ACTION ITEM

- *Open Public Hearing*
- *Receive evidence*

Potential Motion:

- *Consideration to close evidence presentation and proceed to deliberation*

1. Consideration to approve Ordinance No. 2019-31

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, PROVIDING FOR FINDINGS, PROVIDING FOR THE ADOPTION OF A BUDGET AND THE APPROPRIATION OF EXPENDITURE OF SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF KUNA, IN ACCORDANCE WITH OBJECT AND PURPOSES AND IN THE CERTAIN AMOUNTS HEREIN SPECIFIED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING ON SEPTEMBER 30, 2020; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY OF THE CITY OF KUNA AND PROVIDING FOR AN EFFECTIVE DATE AND THE FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE IDAHO SECRETARY OF STATE, THE ADA COUNTY CLERK, AND THE IDAHO STATE TAX COMMISSION.

Consideration to waive three readings
Consideration to approve ordinance

2. Consideration to approve Resolution No. R64-2019

A RESOLUTION OF THE CITY OF KUNA, IDAHO CERTIFYING THE INTENT OF THE KUNA CITY COUNCIL TO LEVY, AS PART OF THE GENERAL TAX LEVY ADOPTED PURSUANT TO ORDINANCE NO. 2019-31, FOREGONE PROPERTY TAXES.

B. Public Hearing and Consideration to approve R65-2019 – Bill Gigray, City Attorney ACTION ITEM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA, IDAHO:

- MAKING CERTAIN FINDINGS;
- ADOPTION OF THE KUNA RURAL FIRE DISTRICT CAPITAL IMPROVEMENTS PLAN- FINAL JANUARY 2018-AMENDED JUNE 2019 ("CAPITAL IMPROVEMENTS PLAN AMENDED JUNE 2019");
- DIRECTING THE CITY CLERK;

- SETTING AN EFFECTIVE DATE
 - *Open Public Hearing*
 - *Receive evidence*
 - *Consideration to close evidence presentation and proceed to deliberation*

Potential Motions:

- *Consideration to either:*
 - Option 1: *Approve or Deny Resolution No. R65-2019.*
 - Option 2: *Continue the Public Hearing to a time and date certain.*

7. Business Items:

- A. Economic Development Update – Lisa Holland, Economic Development Director

8. Ordinances:

- A. Third Reading and Consideration to approve Ordinance No. 2019-22 **ACTION ITEM**

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO:

- AMENDING SECTIONS 1, 2, 3 and 4 OF CHAPTER 3 OF TITLE 3 KUNA CITY CODE MAKING TECHNICAL CHANGES TO PURPOSE, LICENSE REQUIREMENTS, LICENSE APPLICATIONS AND ADDING TERMS TO DEFINITIONS TO SOLICITORS AND PEDDLERS LICENSURE REQUIREMENT; AND
- AMENDING CHAPTER 3 OF TITLE 3 KUNA CITY CODE BY THE ADDITION OF A NEW SECTION 11 PROVIDING FOR A LICENSE EXEMPTION; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to approve ordinance

Consideration to approve summary publication

- B. Consideration to approve Ordinance No. 2019-29 **ACTION ITEM**

A MUNICIPAL ANNEXATION AND ZONING ORDINANCE OF THE CITY COUNCIL AND THE CITY OF KUNA;

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- ANNEXING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. S1303141900 OWNED BY JEFFERSON WASHBURN SITUATED WITHIN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND

- RESPECTIVELY ESTABLISHING R-8 ZONING DISTRICT CLASSIFICATION OF SAID REAL PROPERTY; AND
- AMENDING THE OFFICIAL ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve ordinance

C. Consideration to approve Ordinance No. 2019-30 ACTION ITEM

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NOS. S1418233650 & S1418234000 OWNED BY GO FOR IT, LLC, PARCEL NOS. R7534260350 & R7534260218 OWNED BY SELECT DEVELOPMENT, LLC, PARCEL NO. R7534260155 OWNED BY JANE C. GOLDEN, AND PARCEL NO. R7534260400 OWNED BY SANDSTONE FARMS, LLC, SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA INTO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve ordinance

D. Consideration to approve Ordinance No. 2019-32 ACTION ITEM

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL AND THE CITY OF KUNA;

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. S1323212410 OWNED BY NSDF, LLC SITUATED WITHIN THE COPORATE LIMITS OF THE CITY OF KUNA, IDAHO; AND
- RESPECTIVELY ESTABLISHING C-1 ZONING DISTRICT CLASSIFICATION OF SAID REAL PROPERTY; AND
- AMENDING THE OFFICIAL ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve ordinance

E. Consideration to approve Ordinance No. 2019-33 ACTION ITEM

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL AND THE CITY OF KUNA;

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. S1301336320 OWNED BY KUNA SCHOOL DISTRICT NO. 3, SITUATED WITHIN THE COPORATE LIMITS OF THE CITY OF KUNA, IDAHO; AND
- RESPECTIVELY ESTABLISHING PUBLIC ZONING DISTRICT CLASSIFICATION OF SAID REAL PROPERTY; AND
- AMENDING THE OFFICIAL ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve ordinance

F. Consideration to approve Ordinance No. 2019-34 ACTION ITEM

A MUNICIPAL ANNEXATION AND ZONING ORDINANCE OF THE CITY COUNCIL AND THE CITY OF KUNA;

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- ANNEXING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. S1325438500 OWNED BY SSM2 COMPANY SITUATED WITHIN THE UNICORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND
- RESPECTIVELY ESTABLISHING R-6 ZONING DISTRICT CLASSIFICATION OF SAID REAL PROPERTY; AND
- AMENDING THE OFFICIAL ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve ordinance

G. Consideration to approve Ordinance No. 2019-35 ACTION ITEM

A MUNICIPAL ANNEXATION AND ZONING ORDINANCE OF THE CITY COUNCIL AND THE CITY OF KUNA;

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND

- ANNEXING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. R4313530015 OWNED BY COTTONWOOD CROSSING FARM, LLC SITUATED WITHIN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND
- RESPECTIVELY ESTABLISHING R-2 ZONING DISTRICT CLASSIFICATION OF SAID REAL PROPERTY; AND
- AMENDING THE OFFICIAL ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve ordinance

9. Mayor/Council Announcements:

10. Executive Session:

None

11. Adjournment:

**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**MINUTES**

Tuesday, August 20, 2019

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
 Council Member Greg McPherson

CITY STAFF PRESENT:

Bob Bachman, Public Works Director
 Jared Empey, City Treasurer
 Chris Engels, City Clerk
 Bill Punkoney, City Attorney
 Lisa Holland, Economic Development Director
 Wendy Howell, Planning & Zoning Director
 Nancy Stauffer, Human Resources Director
 Bobby Withrow, Parks Director
 Jace Hellman, Planner II
 Sam Weiger, Planner I

2. Invocation: D. Scott Allen, Kuna United Methodist Church**3. Pledge of Allegiance: Mayor Stear****4. Consent Agenda: ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS (Timestamp 00:01:44)**

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

1. Regular City Council Minutes, August 6, 2019

B. Accounts Payable Dated August 15, 2019 in the Amount \$15,502,107.92

C. Resolutions

1. Consideration to approve Resolution No. R57-2019

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL ID I, LLC FOR THE WINFIELD SPRINGS SUBDIVISION NO. 4 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING, STREET LIGHTING AND FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

2. Consideration to approve Resolution No. R58-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A NEW FEE SCHEDULE FOR TRASH COLLECTION SERVICES THAT REFLECTS A RATE INCREASE OF 2.90% FOR EACH SERVICE RELATED TO THE CITY'S COLLECTION, HAULING AND REMOVAL OF SOLID WASTE WITH ITS CONTRACTOR J&M SANITATION, WITH AN EFFECTIVE DATE OF OCTOBER 1, 2019.

3. Consideration to approve Resolution No. R59-2019

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY PROSECUTING ATTORNEY TO PROVIDE PROSECUTORIAL SERVICES FOR CITY MISDEMEANORS FOR THE FISCAL YEAR 2019-2020.

D. Final Plats

1. Consideration to approve Case No. 19-01-FP (Final Plat) for Lugarno Terra Subdivision.

E. Findings of Fact and Conclusions of Law

1. Consideration to approve Findings of Fact and Conclusions of Law for Case No. 19-04-AN for Washburn Annexation.

2. Consideration to approve Findings of Fact and Conclusions of Law for Case No.'s 19-02-AN, 19-01-ZC and 19-01-S for Greyhawk West Subdivision.

**Council President Buban-Vonder Haar moved to approve the consent agenda. Seconded by Council Member McPherson. Approved by the following roll call vote: Voting Aye: Council Members Cardoza, Christensen, Buban-Vonder Haar, and McPherson
Voting No: None
Absent: None
Motion carried 4-0.**

5. Community Reports or Requests:

None

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

- A. Public Hearing and Consideration to approve 19-05-AN (Annexation) for Go For IT, LLC, Select Development and Contracting, LLC, Jane Golden and Sandstone Farms, LLC – Sam Weiger, Planner I **ACTION ITEM**
(Timestamp 00:02:22)

Larry Hansen seeks approval of an annexation of approximately 125 acres into Kuna City Limits with C-1 (Neighborhood Commercial) and R-4 (Medium Density Residential) zoning districts. The subject properties are located around the intersection of North Meridian Road and East Rodeo Lane, Kuna, Idaho 83634.

Planner I Sam Weiger reviewed the application and asked Council to disregard number 8.

Applicant Larry Hansen thanked Council and asked for approval.

Mayor Stear opened the public hearing.

Support: None

Against: None

Neutral: None

Rebuttal: None

Richard Hersey, 2202 Meridian Road, Kuna, Idaho 83634, lived at the end of lane and was concerned with the amount of property he would lose when the road was developed. He indicated he had a copy of an agreement to give the property for road way but neither he nor his wife signed it. He didn't know where their signatures came from.

Mayor Stear asked Mr. Hersey if Ada County had a copy of the document he said did not have his signature on it.

Mr. Hersey replied he had a copy of the paper.

Mayor Stear asked Mr. Weiger to provide information regarding what Mr. Hersey discussed.

Mr. Weiger indicated the applicant would maintain the road as private and this application was only for annexation. The road would be part of future development applications

Mayor Stear asked Mr. Weiger if it would actually come back when they went to Plat the property.

Mr. Weiger confirmed that was correct.

Mayor Stear thanked Mr. Weiger and asked what the opinion of the Council was. He clarified the road issue would not be an issue until the platting occurred. He asked if there would be issues with that road that would have to be taken care of later.

Mr. Weiger replied that was correct.

Mayor Stear asked Mr. Weiger if they would still be noticed on that and when it would happen.

Mr. Weiger stated yes.

Mayor Stear clarified to Mr. Hersey that he would be noticed again before the next process began and nothing could happen to the road at this point.

Council President Buban-Vonder Haar stated the application complied with the Comprehensive Plan and other relevant authorities. She asked if Council had any thoughts on it. She had read through the Findings of Fact and Conclusions of Law and endorsed those as written.

Council President Buban-Vonder Haar moved approve 19-05-AN (Annexation) with conditions as listed except item number 8 removed and close the Public Hearing and approve Findings of Fact, Conclusions of Law and Order of Decision as included in the packet. Seconded by Council Member McPherson. Motion carried 4-0.

7. Business Items:

- A. Direction for final approval format of Findings of Fact and Conclusions of Law from the previous discussion at the August 6, 2019 City Council Meeting – Chris Engels, City Clerk
(Timestamp 00:17:00)

City Clerk Chris Engels reviewed the conversation from the August 6, 2019 Council Meeting and asked Council for direction regarding the final approval format of Findings of Fact and Conclusions of Law. She stood for questions.

Council President Briana Buban-Vonder Harr clarified she was not making a request at the last meeting but just asking a question.

Ms. Engels stated it was being brought back for discussion so the necessary documents could be prepped accordingly.

Mayor Stear agreed it was a good idea and gave the direction to allow approval of Findings of Fact and Conclusions of Law with the packet instead of putting them off to the following City Council Meeting.

- B. Consideration to approve 19-01-LS (Lot Split) for Washburn– Jace Hellman, Planner II ACTION ITEM
(Timestamp 00:19:11)

On behalf of Jefferson Washburn (owner), Dave Washburn (applicant) is requesting to split approximately 0.44-acres off a 19.06-acre parcel. The property is located at 7015 S. Ten Mile Road, Meridian, ID 83642 (APN: S1303141900).

Planner II Jace Hellman presented the staff report and stood for questions.

Mayor Stear stated it looked straight forward and asked if Council had any questions.

There were none.

Council President Buban-Vonder Haar moved approve 19-01-LS (Lot Split). Seconded by Council Member McPherson. Motion carried 4-0.

- C. Quarterly Financial Report – Jared Empey, City Treasurer ACTION ITEM
(Timestamp 00:21:21)

City Treasurer Jared Empey presented the report and stood for questions.

No action was taken.

8. Ordinances:

A. Second reading of Ordinance No. 2019-22
(Timestamp 00:23:30)

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO:

- AMENDING SECTIONS 1, 2, 3 and 4 OF CHAPTER 3 OF TITLE 3 KUNA CITY CODE MAKING TECHNICAL CHANGES TO PURPOSE, LICENSE REQUIREMENTS, LICENSE APPLICATIONS AND ADDING TERMS TO DEFINITIONS TO SOLICITORS AND PEDDLERS LICENSURE REQUIREMENT; AND
- AMENDING CHAPTER 3 OF TITLE 3 KUNA CITY CODE BY THE ADDITION OF A NEW SECTION 11 PROVIDING FOR A LICENSE EXEMPTION; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Mayor Stear read the ordinance and stated the item would come back for a third reading.

Council President Briana Buban-Vonder Haar preferred the slow track on the item as it would afford time for feedback.

B. Consideration to approve Ordinance No. 2019-28 ACTION ITEM
(Timestamp 00:24:44)

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

- MAKING CERTAIN FINDINGS; and
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR'S PATAGONIA DEVELOPMENT LLC.; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE NEW YORK IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and
- PROVIDING AN EFFECTIVE DATE

Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2019-28. Seconded by Council Member McPherson. Motion carried 4-0.

Council President Buban-Vonder Haar moved to approve Ordinance No. 2019-28. Seconded by Council Member McPherson. Approved by the following roll call vote:

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

Voting No: None

Absent: None

Motion carried 4-0.

9. Mayor/Council Announcements:

None

10. Executive Session:

None

11. Adjournment: 6:25 PM

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Minutes prepared by Jessica Reid, Customer Service Specialist

Date Approved: CCM 09.03.2019



CITY OF KUNA

751 W. 4th Street • Kuna, Idaho • 83634 • Phone (208) 922-5274
Fax: (208) 922-5989 • www.Kunacity.Id.gov

SIGN-UP SHEET August 20, 2019 – City Council Public Hearing

Case Name: 19-05-AN (Annexation) - Hansen Annexation

Case Type: Larry Hansen requests to annex six parcels comprising of approximately 125 acres at 1863 East Rodeo Lane and 2400 North Meridian Road into Kuna City Limits with C-1 and R-4 zoning districts; Approximately 77 acres are proposed to annex into the City with a C-1 zoning, and approximately 48 acres are proposed to annex into the City with an R-4 zoning (APNs S141823400, S1418233650, R7534260155, R7534260400, R7534260218, & R7534260350).

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

IN FAVOR		NEUTRAL		IN OPPOSITION	
<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input checked="" type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>
<u>Richard Hersey</u>					
Print Name		Print Name		Print Name	
<u>2202 Meridian Rd</u>					
Print Address		Print Address		Print Address	
<u>Kuna</u>	<u>ID</u>				
City	State, Zip	City	State, Zip	City	State, Zip
<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>
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		Print Address		Print Address	
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City	State, Zip				
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City	State, Zip				
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Print Address		City	State, Zip	City	State, Zip
City	State, Zip				

IN FAVOR

NEUTRAL

IN OPPOSITION

Testify Not Testify

Print Name _____

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City _____ State, Zip _____

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City _____ State, Zip _____

Testify Not Testify

Print Name _____

Print Address _____

City _____ State, Zip _____

Testify Not Testify

Print Name _____

Print Address _____

City _____ State, Zip _____

Dick Hersey

From: Louise Hersey [Louise@TheHerseys.com]
Sent: Friday, August 23, 2013 12:40 PM
To: Dick Hersey
Subject: FW: vacate easement on property

Follow Up Flag: Follow up
Flag Status: Flagged

From: Lorrie Farris [mailto:lfwestminster@yahoo.com]
Sent: Friday, August 23, 2013 10:54 AM
To: louise@theherseys.com
Subject: vacate easement on property

Good day Louise and Dick;

we just forwarded an email that George received from Ada County. Apparently the road has been moved and registered but the 'old' road needs the easement taken off the lot. Since you are the registered owners only you can vacate the easement. Please contact Kuna City to file the proper paperwork.

Ada County cannot issue a building permit until the easement issue is resolved.

If you have any questions please contact us.

Thanks and have a good day!

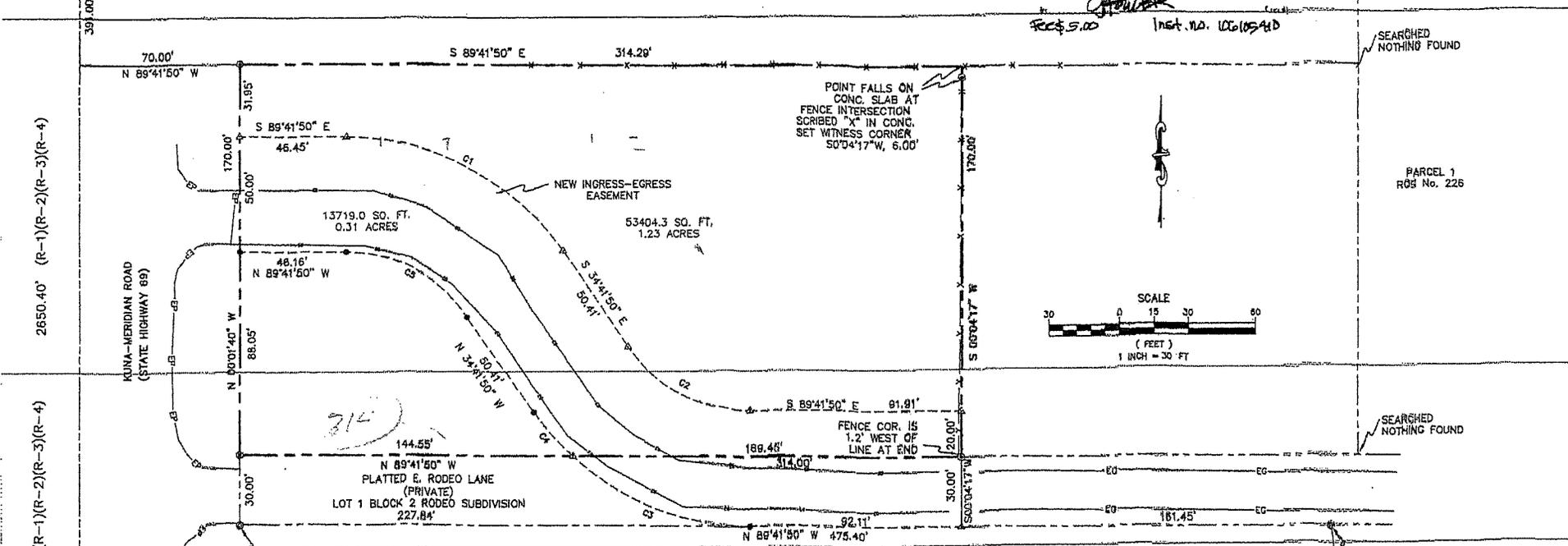
Lorrie Ferris
Westminster II, LLC
939-1221

Completed

RECORD OF SURVEY
WITHIN THE NW1/4SW1/4, SECTION 18,
TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN
ADA COUNTY, IDAHO

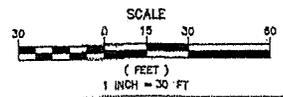
1/4 CORNER
FND. ALUMINUM CAP
AS PER COR. REC.
INST. No. 103052674

STATE OF IDAHO
LARRY HANSEN
7.20.06
P
REC'D 5.00
Inst. No. 00105410



SEARCHED
NOTHING FOUND

PARCEL 1
ROS No. 226



SEARCHED
NOTHING FOUND

PARCEL 1
ROS No. 7118

FND. 5/8 REBAR
PLS 6111
S03°46'47"W, 0.20'

LOT 1, BLOCK 1
RODEO SUBDIVISION

LEGEND

- LINE SURVEYED
- - - OTHER DEED LINE
- - - SECTIONAL LINE
- - - PROPOSED EASEMENTS
- EP — EXISTING EDGE GRAVEL
- EP — EXISTING EDGE PAVEMENT
- FOUND ALUMINUM CAP
- FOUND 5/8" REBAR
- SET 5/8" X 30" REBAR W/ORANGE PLASTIC CAP PLS 10762
- SET 1/2" X 24" REBAR W/ORANGE PLASTIC CAP PLS 10762
- ▲ CALCULATED POINT
- RECORD INFORMATION
- ① EXISTING LOT NUMBER

REFERENCES

- 1.) PLAT OF RODEO SUBDIVISION, BOOK 72, PAGE 7413
- 2.) RECORD OF SURVEY NO. 1338
- 3.) RECORD OF SURVEY NO. 226
- 4.) RECORD OF SURVEY NO. 7118
- 5.) QUITCLAIM DEED INST. No. 99098725

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	118.00'	130.39'	108.40'	S 82°11'50" E	38°50'00"
C2	88.00'	62.40'	60.00'	S 82°11'50" E	88°50'00"
C3	118.00'	64.99'	63.07'	S 08°31'33" W	49°00'00"
C4	118.00'	25.41'	23.30'	N 41°01'33" W	139°00'00"
C5	88.00'	62.40'	60.00'	N 82°11'50" W	88°50'00"

SURVEYOR'S CERTIFICATE:

I, ROBERT G. HINCKLEY, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME, OR UNDER MY DIRECT SUPERVISION, IS AN ACCURATE REPRESENTATION OF THAT SURVEY, AND COMPLIES WITH IDAHO CODE TITLE 55, CHAPTER 19, REGARDING SURVEYS, AND CHAPTER 16, REGARDING CORNER PERPETUATION.

SURVEY INDEX NO. 211-18-3-4-0-00-00

TITLE: RECORD OF SURVEY FOR LARRY HANSEN

SHEET: 1 OF 1 DATE: 6/23/06 DRAWN BY: RGH CHECKED BY: RGH JOB#: 08036

TREASURE VALLEY ENGINEERS, INC.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 240782
ROBERT G. HINCKLEY

TREASURE VALLEY ENGINEERS, INC.
1004 WEST STREET NORTH
NARVA, IDAHO 83647
(208) 463-0306
FAX (208) 463-4391
mail@TreasureValleyEngineers.com

VISIT OUR WEB SITE: www.TreasureValleyEngineers.com

DATE: 1077-06

SECTION CORNER
FND. ALUMINUM CAP
AS PER COR. REC.
INST. No. 103052673

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
2M COMPANY, INC.												
1461	2M COMPANY, INC.	20088141-00		<u>2 PUMPS FOR PI STATION, AUG. '19</u>	08/21/2019	6,582.64	.00	<u>25-6166 PP&E PURCHASES - OPERATIONS</u>	1057	8/19		
Total 20088141-00:						6,582.64	.00					
1461	2M COMPANY, INC.	20088491-00		<u>2 EA 2"X100' WRAP TAPE GREEN, SADIE CREEK/CHAPPAROSA, R. JONES, AUG. '19</u>	08/14/2019	10.09	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	8/19		
Total 20088491-00:						10.09	.00					
Total 2M COMPANY, INC.:						6,592.73	.00					
ABC STAMP, SIGNS & AWARDS												
277	ABC STAMP, SIGNS & AWARDS	0533874	8913	<u>NAMEPLATE FOR A. MCCLELLAND AND SHIPPING, BUILDING, AUG. '19</u>	08/14/2019	18.15	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	8/19		
Total 0533874:						18.15	.00					
Total ABC STAMP, SIGNS & AWARDS:						18.15	.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15570		<u>SHOP RENT FOR SEPTEMBER - PARKS</u>	08/14/2019	148.50	.00	<u>01-6211 RENT- BUILDINGS & LAND</u>	1004	8/19		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15570		<u>SHOP RENT FOR SEPTEMBER - WATER</u>	08/14/2019	126.00	.00	<u>20-6211 RENT- BUILDINGS & LAND</u>	0	8/19		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15570		<u>SHOP RENT FOR SEPTEMBER - SEWER</u>	08/14/2019	121.50	.00	<u>21-6211 RENT - BUILDINGS & LAND</u>	0	8/19		

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
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15570		<u>SHOP RENT FOR SEPTEMBER - P.I.</u>	08/14/2019	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	8/19		
Total 15570:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
AGNEW BECK CONSULTING, INC.												
1883	AGNEW BECK CONSULTING, INC.	8103		<u>KUNA COMP PLAN, 7/1-31/19</u>	08/12/2019	5,915.04	.00	01-6202 PROFESSIONAL SERVICES	1003	8/19		
Total 8103:						5,915.04	.00					
Total AGNEW BECK CONSULTING, INC.:						5,915.04	.00					
BUYWYZ LLC												
1795	BUYWYZ LLC	141637.1	8886	<u>5"X8" LEGAL PADS FOR CITY HALL, AUG. '19 - ADMIN</u>	08/20/2019	3.26	.00	01-6165 OFFICE SUPPLIES	0	8/19		
1795	BUYWYZ LLC	141637.1	8886	<u>5"X8" LEGAL PADS FOR CITY HALL, AUG. '19 - WATER</u>	08/20/2019	3.02	.00	20-6165 OFFICE SUPPLIES	0	8/19		
1795	BUYWYZ LLC	141637.1	8886	<u>5"X8" LEGAL PADS FOR CITY HALL, AUG. '19 - SEWER</u>	08/20/2019	3.02	.00	21-6165 OFFICE SUPPLIES	0	8/19		
1795	BUYWYZ LLC	141637.1	8886	<u>5"X8" LEGAL PADS FOR CITY HALL, AUG. '19 - P.I.</u>	08/20/2019	1.16	.00	25-6165 OFFICE SUPPLIES	0	8/19		
1795	BUYWYZ LLC	141637.1	8886	<u>5"X8" LEGAL PADS FOR CITY HALL, AUG. '19 - P&Z</u>	08/20/2019	1.16	.00	01-6165 OFFICE SUPPLIES	1003	8/19		
Total 141637.1:						11.62	.00					
1795	BUYWYZ LLC	141947	8920	<u>BOX OF BUSINESS ENVELOPES FOR P&Z, AUG. '19</u>	08/14/2019	57.19	.00	01-6165 OFFICE SUPPLIES	1003	8/19		
Total 141947:						57.19	.00					

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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
1795	BUYWYZ LLC	142270	8945	<u>AAA BATTERIES, CANDY FOR CUSTOMERS, DRY ERASE MARKERS, BOX OF PAPER, CITY HALL, AUG. '19 - ADMIN</u>	08/21/2019	23.14	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	8/19		
1795	BUYWYZ LLC	142270	8945	<u>BOX OF PAPER FOR THE PLANT, AUG. '19 - WATER</u>	08/21/2019	16.38	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/19		
1795	BUYWYZ LLC	142270	8945	<u>8 1/2" X 11" TWIN POCKET LETTER SIZE FOLDERS, ENVELOPES, 2 CT OF STORAGE BANKER BOXES, CLERKS, AUG. '19 - ADMIN</u>	08/21/2019	236.50	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	8/19		
1795	BUYWYZ LLC	142270	8945	<u>4 BOXES OF TRASH BAGS, 3 EA WASTEBASKETS, PARKS, AUG. '19</u>	08/21/2019	147.81	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	8/19		
1795	BUYWYZ LLC	142270	8945	<u>AAA BATTERIES, CANDY FOR CUSTOMERS, DRY ERASE MARKERS, BOX OF PAPER, CITY HALL, AUG. '19 - WATER</u>	08/21/2019	21.48	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/19		
1795	BUYWYZ LLC	142270	8945	<u>AAA BATTERIES, CANDY FOR CUSTOMERS, DRY ERASE MARKERS, BOX OF PAPER, CITY HALL, AUG. '19 - SEWER</u>	08/21/2019	21.48	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/19		
1795	BUYWYZ LLC	142270	8945	<u>AAA BATTERIES, CANDY FOR CUSTOMERS, DRY ERASE MARKERS, BOX OF PAPER, CITY HALL, AUG. '19 - P.I.</u>	08/21/2019	8.26	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/19		
1795	BUYWYZ LLC	142270	8945	<u>AAA BATTERIES, CANDY FOR CUSTOMERS, DRY ERASE MARKERS, BOX OF PAPER, CITY HALL, AUG. '19 - P&Z</u>	08/21/2019	8.26	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	8/19		
1795	BUYWYZ LLC	142270	8945	<u>BOX OF PAPER FOR THE PLANT, AUG. '19 - SEWER</u>	08/21/2019	16.38	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/19		
1795	BUYWYZ LLC	142270	8945	<u>BOX OF PAPER FOR THE PLANT, AUG. '19 - P.I.</u>	08/21/2019	6.23	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/19		
1795	BUYWYZ LLC	142270	8945	<u>8 1/2" X 11" TWIN POCKET LETTER SIZE FOLDERS, ENVELOPES, 2 CT OF STORAGE BANKER BOXES, CLERKS, AUG. '19 - WATER</u>	08/21/2019	6.04	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/19		

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	142270	8945	8 1/2" X 11" TWIN POCKET LETTER SIZE FOLDERS, ENVELOPES, 2 CT OF STORAGE BANKER BOXES, CLERKS, AUG. '19 - SEWER	08/21/2019	6.04	.00	21-6165 OFFICE SUPPLIES	0	8/19		
1795	BUYWYZ LLC	142270	8945	8 1/2" X 11" TWIN POCKET LETTER SIZE FOLDERS, ENVELOPES, 2 CT OF STORAGE BANKER BOXES, CLERKS, AUG. '19 - P.I.	08/21/2019	3.02	.00	25-6165 OFFICE SUPPLIES	0	8/19		
Total 142270:						521.02	.00					
1795	BUYWYZ LLC	142270.1		CYAN, YELLOW, AND MAGENTA PRINTER TONER, CLERKS, AUG. '19 - ADMIN	08/26/2019	246.72	.00	01-6165 OFFICE SUPPLIES	0	8/19		
1795	BUYWYZ LLC	142270.1		CYAN, YELLOW, AND MAGENTA PRINTER TONER, CLERKS, AUG. '19 - WATER	08/26/2019	6.30	.00	20-6165 OFFICE SUPPLIES	0	8/19		
1795	BUYWYZ LLC	142270.1		CYAN, YELLOW, AND MAGENTA PRINTER TONER, CLERKS, AUG. '19 - SEWER	08/26/2019	6.30	.00	21-6165 OFFICE SUPPLIES	0	8/19		
1795	BUYWYZ LLC	142270.1		CYAN, YELLOW, AND MAGENTA PRINTER TONER, CLERKS, AUG. '19 - P.I.	08/26/2019	3.15	.00	25-6165 OFFICE SUPPLIES	0	8/19		
Total 142270.1:						262.47	.00					
Total BUYWYZ LLC:						852.30	.00					
CODE ENFORCEMENT PROFESSIONALS OF IDAHO												
1979	CODE ENFORCEMENT PROFESSIONALS OF IDAHO	08222019DH	8951	MEMBERSHIP APPLICATION FOR D.HANSON, AUG.'19	08/22/2019	30.00	.00	01-6075 DUES & MEMBERSHIPS	1003	8/19		
Total 08222019DH:						30.00	.00					
Total CODE ENFORCEMENT PROFESSIONALS OF IDAHO:						30.00	.00					

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CORE & MAIN LP												
63	CORE & MAIN LP	K933153	8904	<u>30 EA WATER METER REGISTERS, B. BURR, AUG. '19</u>	08/13/2019	6,432.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	8/19		
Total K933153:						6,432.00	.00					
63	CORE & MAIN LP	L007746	8890	<u>2 EA METER PIT RISERS, B. BURR, AUG. '19</u>	08/09/2019	109.12	.00	<u>20-6150 M & R - SYSTEM</u>	0	8/19		
Total L007746:						109.12	.00					
63	CORE & MAIN LP	L041814	8929	<u>100 EA 3/4" WATER METERS, B. BURR, AUG. '19</u>	08/19/2019	30,290.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	8/19		
Total L041814:						30,290.00	.00					
Total CORE & MAIN LP:						36,831.12	.00					
CREATIVE WRAPS												
1970	CREATIVE WRAPS	1188	8883	<u>10 EA NO SKATING SIGNS FOR PARKS, J. MORFIN, AUG '19</u>	08/19/2019	300.00	.00	<u>01-6188 SIGNAGE</u>	1004	8/19		
Total 1188:						300.00	.00					
Total CREATIVE WRAPS:						300.00	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	8202	8961	<u>CHECKED PUMPS AT CHAPPAROSA AND SADIE CREEK P.I. STATIONS. INSTALLED NEW PUMP MOTORS AT BOTH STATIONS. D.CROSSLEY, AUG.'19</u>	08/23/2019	967.95	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	8/19		
Total 8202:						967.95	.00					
Total CUSTOM ELECTRIC, INC.:						967.95	.00					

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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
DIVERSIFIED SYSTEMS INC												
76	DIVERSIFIED SYSTEMS INC	WO-2635		<u>TROUBLESHOOTING ISSUE WITH FUEL MASTER, T. SHAFFER'S SUPERVISOR KEY WAS NO LONGER AUTHORIZED. USING A NEW PRO-KEY THEY ENCODED A NEW SUPERVISOR KEY, T. SHAFFER, AUG. '19</u>	08/16/2019	135.00	.00	<u>21-6160 MISCELLANEOUS EXPENSES</u>	0	8/19		
Total WO-2635:						135.00	.00					
Total DIVERSIFIED SYSTEMS INC:						135.00	.00					
FATBEAM LLC												
1831	FATBEAM LLC	9683		<u>MONTHLY RECURRING CHARGE FOR CONNECT INTERNET SERVICE 100MB FOR SEPTEMBER 2019 - ADMIN</u>	09/01/2019	95.00	.00	<u>01-6052 CONTRACT SERVICES</u>	0	8/19		
1831	FATBEAM LLC	9683		<u>MONTHLY RECURRING CHARGE FOR CONNECT INTERNET SERVICE 100MB FOR SEPTEMBER 2019 - WATER</u>	09/01/2019	65.00	.00	<u>20-6052 CONTRACT SERVICES</u>	0	8/19		
1831	FATBEAM LLC	9683		<u>MONTHLY RECURRING CHARGE FOR CONNECT INTERNET SERVICE 100MB FOR SEPTEMBER 2019 - SEWER</u>	09/01/2019	65.00	.00	<u>21-6052 CONTRACT SERVICES</u>	0	8/19		
1831	FATBEAM LLC	9683		<u>MONTHLY RECURRING CHARGE FOR CONNECT INTERNET SERVICE 100MB FOR SEPTEMBER 2019 - P.I.</u>	09/01/2019	25.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	8/19		
Total 9683:						250.00	.00					
Total FATBEAM LLC:						250.00	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0721900	8907	<u>2 BRASS GATE VALVES FOR FIRE HYDRANT METER PARTS. J.PEREZ, AUG.'19 - SEWER</u>	08/13/2019	46.88	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/19		

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
219	FERGUSON ENTERPRISES INC	0721900	8907	<u>2 BRASS GATE VALVES FOR FIRE HYDRANT METER PARTS. J.PEREZ, AUG.'19 - WATER</u>	08/13/2019	46.87	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	8/19		
219	FERGUSON ENTERPRISES INC	0721900	8907	<u>2 BRASS GATE VALVES FOR FIRE HYDRANT METER PARTS. J.PEREZ, AUG.'19 - P.I.</u>	08/13/2019	17.86	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/19		
Total 0721900:						111.61	.00					
Total FERGUSON ENTERPRISES INC:						111.61	.00					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	15245539	8917	<u>20 EA 14"X19" VALVE BOX, 10 EA 10" ROUND VALVE BOX. M.MEADE, AUG.'19</u>	08/14/2019	845.80	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	8/19		
Total 15245539:						845.80	.00					
Total H.D. FOWLER COMPANY:						845.80	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	08272019IP		<u>ELECTRICAL SERVICE FOR AUG 2019 - ADMIN</u>	08/27/2019	291.38	.00	<u>01-6290 UTILITIES</u>	0	8/19		
38	IDAHO POWER CO	08272019IP		<u>ELECTRICAL SERVICE FOR AUG 2019 - P&Z</u>	08/27/2019	58.75	.00	<u>01-6290 UTILITIES</u>	1003	8/19		
38	IDAHO POWER CO	08272019IP		<u>ELECTRICAL SERVICE FOR AUG 2019 - SENIOR CENTER</u>	08/27/2019	413.54	.00	<u>01-6290 UTILITIES</u>	1001	8/19		
38	IDAHO POWER CO	08272019IP		<u>ELECTRICAL SERVICE FOR AUG 2019 - STREET LIGHTS</u>	08/27/2019	5,750.83	.00	<u>01-6290 UTILITIES</u>	1002	8/19		
38	IDAHO POWER CO	08272019IP		<u>ELECTRICAL SERVICE FOR AUG 2019 - PARKS</u>	08/27/2019	1,550.98	.00	<u>01-6290 UTILITIES</u>	1004	8/19		
38	IDAHO POWER CO	08272019IP		<u>ELECTRICAL SERVICE FOR AUG 2019 - WATER</u>	08/27/2019	10,501.48	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	8/19		
38	IDAHO POWER CO	08272019IP		<u>ELECTRICAL SERVICE FOR AUG 2019 - P.I.</u>	08/27/2019	24,151.18	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	8/19		

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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
38	IDAHO POWER CO	08272019IP		<u>ELECTRICAL SERVICE FOR AUG 2019 - SEWER</u>	08/27/2019	21,125.18	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	8/19		
38	IDAHO POWER CO	08272019IP		<u>ELECTRICAL SERVICE FOR AUG 2019 - FARM</u>	08/27/2019	12,542.36	.00	<u>21-6090 FARM EXPENDITURES</u>	0	8/19		
Total 08272019IP:						76,385.68	.00					
Total IDAHO POWER CO:						76,385.68	.00					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	1176669	8884	<u>AD #: 1931762. LEGAL NOTICE, ORDINANCE NO. 2019-26. A. WELKER, AUG. '19</u>	08/14/2019	61.98	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	8/19		
1802	IDAHO PRESS TRIBUNE, LLC	1176669	8884	<u>AD #: 1931780. LEGAL NOTICE, NOTICE OF PUBLIC HEARING PURSUANT TO IDAHO CODE 67 -8206(3) BY: CITY COUNCIL OF THE CITY OF KUNA. A. WELKER, AUG. '19</u>	08/14/2019	112.79	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	8/19		
Total 1176669:						174.77	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1177421	8845	<u>AD #: 1935317. LEGAL NOTICE, FILE #'S 19-09-AN, BLM (600 ACRES) ANNEXATION, S. WEIGER, AUG. '19 - P&Z</u>	08/21/2019	52.36	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	8/19		
1802	IDAHO PRESS TRIBUNE, LLC	1177421	8919	<u>AD #: 1935312. LEGAL NOTICE, CASE # 19-02-ZC (REZONE), STADNISKY REZONE, AUG. '19 P&Z</u>	08/21/2019	50.14	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	8/19		
1802	IDAHO PRESS TRIBUNE, LLC	1177421	8926	<u>AD #: 1935361. LEGAL NOTICE, ORDINANCE NO. 2019-27. FULL PUBLICATION OF ORDINANCE 2019-27 FOR BUDGET HEARING, A. WELKER, AUG. '19 - CLERKS</u>	08/21/2019	107.61	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	8/19		
Total 1177421:						210.11	.00					

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Total IDAHO PRESS TRIBUNE, LLC:						384.88	.00					
IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	S0005164		<u>SOLICITOR BACKGROUND INVESTIGATION. K. KUZMA, AUG. '19</u>	08/26/2019	33.25	.00	<u>01-2075 UNEARNED REVENUE</u>	0	8/19		
Total S0005164:						33.25	.00					
Total IDAHO STATE POLICE:						33.25	.00					
INTEGRINET SOLUTIONS, INC.												
1595	INTEGRINET SOLUTIONS, INC.	115582		<u>CONTRACT CHARGE - PRO- ACTION PROGRAM FOR SERVER AND NETWORK MAINTENANCE AND ADMINISTRATION AS WELL AS ONSITE SERVICES. RECURRING SERVICES - ANTISPAM, ANTIVIRUS, SERVER MONITORING, 9/1/2019-9/30/2019, SEP. '19 - ADMIN</u>	08/15/2019	305.04	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	8/19		
1595	INTEGRINET SOLUTIONS, INC.	115582		<u>CONTRACT CHARGE - PRO- ACTION PROGRAM FOR SERVER AND NETWORK MAINTENANCE AND ADMINISTRATION AS WELL AS ONSITE SERVICES. RECURRING SERVICES - ANTISPAM, ANTIVIRUS, SERVER MONITORING, 9/1/2019-9/30/2019, SEP. '19 - WATER</u>	08/15/2019	283.25	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	8/19		
1595	INTEGRINET SOLUTIONS, INC.	115582		<u>CONTRACT CHARGE - PRO- ACTION PROGRAM FOR SERVER AND NETWORK MAINTENANCE AND ADMINISTRATION AS WELL AS ONSITE SERVICES. RECURRING SERVICES - ANTISPAM, ANTIVIRUS, SERVER MONITORING, 9/1/2019-9/30/2019, SEP. '19 - SEWER</u>	08/15/2019	283.25	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/19		

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1595	INTEGRINET SOLUTIONS, INC.	115582		<u>CONTRACT CHARGE - PRO-ACTION PROGRAM FOR SERVER AND NETWORK MAINTENANCE AND ADMINISTRATION AS WELL AS ONSITE SERVICES, RECURRING SERVICES - ANTISPAM, ANTIVIRUS, SERVER MONITORING, 9/1/2019-9/30/2019, SEP. '19 - P.I.</u>	08/15/2019	108.94	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/19		
1595	INTEGRINET SOLUTIONS, INC.	115582		<u>CONTRACT CHARGE - PRO-ACTION PROGRAM FOR SERVER AND NETWORK MAINTENANCE AND ADMINISTRATION AS WELL AS ONSITE SERVICES, RECURRING SERVICES - ANTISPAM, ANTIVIRUS, SERVER MONITORING, 9/1/2019-9/30/2019, SEP. '19 - P&Z</u>	08/15/2019	108.94	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	8/19		
Total 115582:						1,089.42	.00					
1595	INTEGRINET SOLUTIONS, INC.	115688		<u>(PRE-PAID PRO ACTION MAINTENANCE ON SERVERS, ASSISTED J. REID WITH HER COMPUTER, REMOVED THE CITY CLERK'S FROM PARKS' ONLINE RESERVATION EMAIL DISTRIBUTION), CONFIGURED FIRE WALL AND PLUGGED FIREWALL INTO SPITFIRE MODEM AT PARKS OFFICE, AUG. '19</u>	08/18/2019	144.00	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	8/19		
Total 115688:						144.00	.00					
Total INTEGRINET SOLUTIONS, INC.:						1,233.42	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482135196712		<u>NATURAL GAS CONSUMPTION AT SENIOR CENTER, 07/12/2019-08/12/2019 - SENIOR CENTER</u>	08/13/2019	36.18	36.18	<u>01-6290 UTILITIES</u>	1001	8/19	08/23/2019	

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Total 4821351967121981219:						36.18	36.18					
37	INTERMOUNTAIN GAS CO	482327707712		<u>NATURAL GAS CONSUMPTION AT PARKS OFFICE, 07/12/2019- 08/12/2019</u>	08/13/2019	5.67	5.67	<u>01-6290 UTILITIES</u>	1004	8/19	08/23/2019	
Total 4823277077121981219:						5.67	5.67					
37	INTERMOUNTAIN GAS CO	482634665712		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 7/12/2019- 8/12/2019 - ADMIN</u>	08/13/2019	3.78	3.78	<u>01-6290 UTILITIES</u>	0	8/19	08/23/2019	
37	INTERMOUNTAIN GAS CO	482634665712		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 7/12/2019- 8/12/2019 - WATER</u>	08/13/2019	3.50	3.50	<u>20-6290 UTILITIES EXPENSE</u>	0	8/19	08/23/2019	
37	INTERMOUNTAIN GAS CO	482634665712		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 7/12/2019- 8/12/2019 - SEWER</u>	08/13/2019	3.50	3.50	<u>21-6290 UTILITIES EXPENSE</u>	0	8/19	08/23/2019	
37	INTERMOUNTAIN GAS CO	482634665712		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 7/12/2019- 8/12/2019 - P.I.</u>	08/13/2019	1.35	1.35	<u>25-6290 UTILITIES EXPENSE</u>	0	8/19	08/23/2019	
37	INTERMOUNTAIN GAS CO	482634665712		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 7/12/2019- 8/12/2019 - P&Z</u>	08/13/2019	1.35	1.35	<u>01-6290 UTILITIES</u>	1003	8/19	08/23/2019	
Total 4826346657121981219:						13.48	13.48					
Total INTERMOUNTAIN GAS CO:						55.33	55.33					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	08092019-081		<u>SANITATION RECEIPT TRANSFER, 08/09/2019- 08/15/2019</u>	08/16/2019	80,967.35	80,967.35	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	8/19	08/16/2019	
230	J & M SANITATION, INC.	08092019-081		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 08/09/2019-08/15/2019</u>	08/16/2019	-7,999.57	-7,999.57	<u>01-4170 FRANCHISE FEES</u>	0	8/19	08/16/2019	

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				STATION PROJECT (2017)	08/13/2019	1,280.00	.00	21-6020 CAPITAL IMPROVEMENTS	1104	8/19		
Total 217070-000-0000023:						1,280.00	.00					
Total KELLER ASSOCIATES, INC.:						3,350.00	.00					
KUNA CHAMBER OF COMMERCE												
314	KUNA CHAMBER OF COMMERCE	1419		YEARLY SUSTAINING MEMBERSHIP DUES, 2019-2020	08/26/2019	1,000.00	.00	01-1500 PREPAID EXPENSES	0	8/19		
Total 1419:						1,000.00	.00					
Total KUNA CHAMBER OF COMMERCE:						1,000.00	.00					
KUNA JT. SCHOOL DISTRICT NO. 3												
199	KUNA JT. SCHOOL DISTRICT NO. 3	774		FIBER OPTIC LEASE FOR AUG 2019 - ADMIN	08/27/2019	84.00	.00	01-6255 TELEPHONE	0	8/19		
199	KUNA JT. SCHOOL DISTRICT NO. 3	774		FIBER OPTIC LEASE FOR AUG 2019 - P & Z	08/27/2019	30.00	.00	01-6255 TELEPHONE	1003	8/19		
199	KUNA JT. SCHOOL DISTRICT NO. 3	774		FIBER OPTIC LEASE FOR AUG 2019 - WATER	08/27/2019	78.00	.00	20-6255 TELEPHONE EXPENSE	0	8/19		
199	KUNA JT. SCHOOL DISTRICT NO. 3	774		FIBER OPTIC LEASE FOR AUG 2019 - SEWER	08/27/2019	78.00	.00	21-6255 TELEPHONE EXPENSE	0	8/19		
199	KUNA JT. SCHOOL DISTRICT NO. 3	774		FIBER OPTIC LEASE FOR AUG 2019 - P.I	08/27/2019	30.00	.00	25-6255 TELEPHONE EXPENSE	0	8/19		
Total 774:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A109569	8930	2 EA NO PARKING SIGNS FOR PATAGONIA LIFT STATION, R. WARWICK, AUG. '19	08/19/2019	21.58	.00	21-6150 M & R - SYSTEM	0	8/19		

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Total A109569:						21.58	.00					
499	KUNA LUMBER	A109620	8944	<u>DUCT TAPE, 3/4" BOILER DRAIN, 2X3/4 PVC BUSHING, 2" PVC COUPLING, 4 EA 2" PVC SLIP CAP, ORANGE SPRAY PAINT, 2" PVC ELBOW, B. BOWEN, AUG. '19</u>	08/21/2019	31.85	.00	01-6150 <u>MAINTENANCE & REPAIRS - SYSTEM</u>	1004	8/19		
Total A109620:						31.85	.00					
499	KUNA LUMBER	A109669	8954	<u>3/8" GALV CAP FOR THE FARM, C.MCDANIEL, AUG.'19</u>	08/23/2019	2.24	.00	21-6150 <u>M & R - SYSTEM</u>	0	8/19		
Total A109669:						2.24	.00					
499	KUNA LUMBER	A109682	8957	<u>2 EA 4 FT PIANO HINGES, FOR COVERS AT TREATMENT PLANT, M. NADEAU, AUG. '19</u>	08/23/2019	35.08	.00	21-6150 <u>M & R - SYSTEM</u>	0	8/19		
Total A109682:						35.08	.00					
499	KUNA LUMBER	B129816	8898	<u>2 EA COMPACT GEAR DRIVE SPRINKLERS, 50 FT GARDEN HOSE FOR PARKS ORCHARD OFFICE, B. WITHROW, AUG. '19</u>	08/12/2019	35.61	.00	01-6150 <u>MAINTENANCE & REPAIRS - SYSTEM</u>	1004	8/19		
Total B129816:						35.61	.00					
499	KUNA LUMBER	B130081	8934	<u>8 EA 80# BAGS OF CONCRETE, 14 EA 4X4X8' PRESSURE TREATED POSTS, FOR NO SMOKING AND HISTORICAL SIGNS, ALL PARKS, S. JONES, AUG. '19</u>	08/20/2019	200.66	.00	01-6150 <u>MAINTENANCE & REPAIRS - SYSTEM</u>	1004	8/19		
Total B130081:						200.66	.00					

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				MORFIN, AUG '19	08/27/2019	41.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/19		
	Total B130357:					41.00	.00					
499	KUNA LUMBER	B130368	8969	2 CANS OF BLUE SPRAY PAINT, J. ADAMS, AUG. '19	08/27/2019	11.68	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1005	8/19		
	Total B130368:					11.68	.00					
499	KUNA LUMBER	B130387	8960	8 EA 80# BAGS OF CONCRETE, FOR EXERCISE EQUIPMENT INSTALL, M.MEADE, AUG.'19	08/27/2019	32.80	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/19		
	Total B130387:					32.80	.00					
499	KUNA LUMBER	E8251	8958	AA BATTERIES FOR SERVICE TRUCK CONTROLLER, C.MCDANIEL, AUG.'19	08/23/2019	8.99	.00	21-6150 M & R - SYSTEM	0	8/19		
	Total E8251:					8.99	.00					
499	KUNA LUMBER	F5704	8811	5 EA CANS OF WHITE SPRAY PAINT, SANDING DISCS, DUST MASKS, FOR PICNIC TABLES IN PARKS, JULY '19	07/22/2019	29.71	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/19		
	Total F5704:					29.71	.00					
	Total KUNA LUMBER:					597.26	.00					
LES SCHWAB TIRES												
221	LES SCHWAB TIRES	12800378808	8908	1 EA TIRE AND TUBE REPLACEMENT FOR GRASSHOPPER MOWER, B. VILLANUEVA, AUG. '19	08/13/2019	35.98	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/19		

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				SEWER BREAK, AUG.'19	08/09/2019	275.00	.00	21-6150 M & R - SYSTEM	0	8/19		
	Total 1009:					275.00	.00					
1403	NICK'S CUSTOM CURBS & DECORATIVE CONCRET	1010		SIDEWALK REPLACEMENT ON MORRIS CT DUE TO BROKEN WATER SERVICE, AUG.'19	08/09/2019	275.00	.00	20-6150 M & R - SYSTEM	0	8/19		
	Total 1010:					275.00	.00					
	Total NICK'S CUSTOM CURBS & DECORATIVE CONCRET:					550.00	.00					
PAIGE MECHANICAL GROUP, INC.												
1654	PAIGE MECHANICAL GROUP, INC.	12156		1 EA 25LBS REFRIGERANT PART AND LABOR FOR HVAC SYSTEM FOR THE TREATMENT PLANT, T. SHAFFER, AUG.'19	08/15/2019	179.42	.00	21-6140 MAINT. & REPAIR BUILDING	0	8/19		
	Total 12156:					179.42	.00					
	Total PAIGE MECHANICAL GROUP, INC.:					179.42	.00					
PARTS, INC.												
470	PARTS, INC.	196045	8905	1 EA AIR FILTER FOR THE JACOBSEN MOWER, M. MEADE, AUG. '19	08/13/2019	49.46	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/19		
	Total 196045:					49.46	.00					
470	PARTS, INC.	196550	8939	10 EA TWO CYCLE OIL FOR WEED EATERS, S. JONES, AUG '19	08/21/2019	19.90	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/19		
	Total 196550:					19.90	.00					
	Total PARTS, INC.:					69.36	.00					

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				INSPECTION FEES, MAY- JUL.'19	08/16/2019	2,504.14	2,504.14	01-6202 PROFESSIONAL SERVICES	1003	8/19	08/16/2019	
Total 08162019R:						2,504.14	2,504.14					
Total RIMI INC:						2,504.14	2,504.14					
ROCKY MOUNTAIN TURF & INDUSTRI												
478	ROCKY MOUNTAIN TURF & INDUSTRI	W02479		2 EA FUEL FILTERS FOR JACOBSEN MOWER, B. WITHROW, AUG '19	08/14/2019	169.26	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/19		
Total W02479:						169.26	.00					
Total ROCKY MOUNTAIN TURF & INDUSTRI:						169.26	.00					
STATE OF IDAHO-DEPT OF ENVIR QUALITY												
128	STATE OF IDAHO-DEPT OF ENVIR QUALITY	19POT4095AN		IDAHO POLLUTANT DISCHARGE ELIMINATION SYSTEM ANNUAL FEE FOR FISCAL YEAR 2019, 10/1/2018- 9/30/2019	08/26/2019	8,322.42	.00	21-6160 MISCELLANEOUS EXPENSES	0	8/19		
Total 19POT4095AN:						8,322.42	.00					
Total STATE OF IDAHO-DEPT OF ENVIR QUALITY:						8,322.42	.00					
TAYLOR CORPORATION												
1435	TAYLOR CORPORATION	192080737	8912	1 BOX OF BUSINESS CARDS FOR A. MCCLELLAND, AUG. '19 - P&Z	08/15/2019	35.88	.00	01-6165 OFFICE SUPPLIES	1003	8/19		
1435	TAYLOR CORPORATION	192080737	8912	1 BOX OF BUSINESS CARDS FOR A. MCCLELLAND, AUG. '19 - WATER	08/15/2019	1.76	.00	20-6165 OFFICE SUPPLIES	0	8/19		
1435	TAYLOR CORPORATION	192080737	8912	1 BOX OF BUSINESS CARDS FOR A. MCCLELLAND, AUG. '19 - SEWER	08/15/2019	1.76	.00	21-6165 OFFICE SUPPLIES	0	8/19		

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1435	TAYLOR CORPORATION	192080737	8912	1 BOX OF BUSINESS CARDS FOR A. MCCLELLAND, AUG. '19 -PI	08/15/2019	.60	.00	25-6165 OFFICE SUPPLIES	0	8/19		
Total 192080737:						40.00	.00					
1435	TAYLOR CORPORATION	192150321	8928	1 BOX OF BUSINESS CARDS FOR L. HOLLAND, AUG. '19	08/21/2019	40.00	.00	01-6165 OFFICE SUPPLIES	4000	8/19		
Total 192150321:						40.00	.00					
Total TAYLOR CORPORATION:						80.00	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:06253103	8925	9 EA 5 GALLON WATER BOTTLES, 4 WEEK WATER COOLER RENTAL, MAINTENANCE, AUG '19	08/16/2019	62.30	.00	01-6165 OFFICE SUPPLIES	1004	8/19		
Total 2160:06253103:						62.30	.00					
992	TREASURE VALLEY COFFEE	2160:06253135	8925	6 EA 5 GALLON WATER BOTTLES, 4 WEEK WATER COOLER RENTAL, CITY HALL, AUG '19	08/16/2019	49.20	.00	01-6165 OFFICE SUPPLIES	0	8/19		
Total 2160:06253135:						49.20	.00					
992	TREASURE VALLEY COFFEE	2160:06253147	8925	4 WEEK WATER COOLER RENTAL, ORCHARD HOUSE, AUG '19	08/16/2019	13.00	.00	01-6165 OFFICE SUPPLIES	1004	8/19		
Total 2160:06253147:						13.00	.00					
992	TREASURE VALLEY COFFEE	2160:06263026	8949	7 EA 5-GALLON WATER BOTTLES, 2 SLEEVES OF CUPS, 1 CASE COFFEE, TREATMENT PLANT, AUG. '19 - WATER	08/22/2019	43.99	.00	20-6165 OFFICE SUPPLIES	0	8/19		

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992	TREASURE VALLEY COFFEE	2160:06263026	8949	7 EA 5-GALLON WATER BOTTLES, 2 SLEEVES OF CUPS, 1 CASE COFFEE, TREATMENT PLANT, AUG. '19 - P.I	08/22/2019	16.76	.00	25-6165 OFFICE SUPPLIES	0	8/19		
992	TREASURE VALLEY COFFEE	2160:06263026	8949	7 EA 5-GALLON WATER BOTTLES, 2 SLEEVES OF CUPS, 1 CASE COFFEE, TREATMENT PLANT, AUG. '19 - SEWER	08/22/2019	44.00	.00	21-6165 OFFICE SUPPLIES	0	8/19		
Total 2160:06263026:						104.75	.00					
992	TREASURE VALLEY COFFEE	58229	8895	MEDICAL CABINET SUPPLY RESTOCK FOR TREATMENT PLANT, ALLERGY RELIEF, ANTIBIOTIC OINTMENT, CLEANING TOWLETTES, BIO FREEZE, AUG. '19 - WATER	08/09/2019	20.26	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	8/19		
992	TREASURE VALLEY COFFEE	58229	8895	MEDICAL CABINET RESTOCK FOR CITY HALL, NON-ASPIRIN, DISPOSABLE TWEEZER, EYE WASH, AUG. '19 - CITY HALL	08/09/2019	27.95	.00	01-6230 SAFETY TRAINING & EQUIPMENT	0	8/19		
992	TREASURE VALLEY COFFEE	58229	8895	MEDICAL CABINET RESTOCK AT PARKS OFFICE AND SHOP, STOP BLEEDING, ALLERGY RELIEF, LIQUID SKIN, BURN GEL, EYE DROPS, ANTACID, SPLINER OUT, AUG. '19 - PARKS	08/09/2019	63.05	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	8/19		
992	TREASURE VALLEY COFFEE	58229	8895	MEDICAL CABINET SUPPLY RESTOCK FOR TREATMENT PLANT, ALLERGY RELIEF, ANTIBIOTIC OINTMENT, CLEANING TOWLETTES, BIO FREEZE, AUG. '19 - SEWER	08/09/2019	20.27	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	8/19		
992	TREASURE VALLEY COFFEE	58229	8895	MEDICAL CABINET SUPPLY RESTOCK FOR TREATMENT PLANT, ALLERGY RELIEF, ANTIBIOTIC OINTMENT, CLEANING TOWLETTES, BIO FREEZE, AUG. '19 - P.I.	08/09/2019	7.72	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	8/19		

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Total 58229:						139.25	.00					
Total TREASURE VALLEY COFFEE:						368.50	.00					
U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)												
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	392749149		COPIER CONTRACT #500- 0519539-000. MODEL #MPC4504EX. SERIAL #C737M540938 & C737M540155. CITY HALL, AUG.'19 - ADMIN	08/16/2019	115.60	.00	01-6212 RENT- EQUIPMENT	0	8/19		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	392749149		COPIER CONTRACT #500- 0519539-000. MODEL #MPC4504EX. SERIAL #C737M540938 & C737M540155. CITY HALL, AUG.'19 - P & Z	08/16/2019	41.29	.00	01-6212 RENT- EQUIPMENT	1003	8/19		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	392749149		COPIER CONTRACT #500- 0519539-000. MODEL #MPC4504EX. SERIAL #C737M540938 & C737M540155. CITY HALL, AUG.'19 - WATER	08/16/2019	107.34	.00	20-6212 RENT - EQUIPMENT	0	8/19		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	392749149		COPIER CONTRACT #500- 0519539-000. MODEL #MPC4504EX. SERIAL #C737M540938 & C737M540155. CITY HALL, AUG.'19 - SEWER	08/16/2019	107.34	.00	21-6212 RENT- EQUIPMENT	0	8/19		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	392749149		COPIER CONTRACT #500- 0519539-000. MODEL #MPC4504EX. SERIAL #C737M540938 & C737M540155. CITY HALL, AUG.'19 - P.I	08/16/2019	41.28	.00	25-6212 RENT - EQUIPMENT	0	8/19		
Total 392749149:						412.85	.00					
Total U.S. BANK NATIONAL ASSOC (EQUIP FINANCE):						412.85	.00					
UNITED LABORATORIES												
312	UNITED LABORATORIES	INV263887		4 GALLONS OF URINAL CLEANER. SHIPPING AND HANDLING. B. BAUCHMAN, AUG '19 - ADMIN	08/14/2019	120.61	.00	01-6025 JANITORIAL	0	8/19		

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312	UNITED LABORATORIES	INV263887		<u>4 GALLONS OF URINAL CLEANER, SHIPPING AND HANDLING, B. BAUCHMAN, AUG '19 - WATER</u>	08/14/2019	48.25	.00	<u>20-6025 JANITORIAL</u>	0	8/19		
312	UNITED LABORATORIES	INV263887		<u>4 GALLONS OF URINAL CLEANER, SHIPPING AND HANDLING, B. BAUCHMAN, AUG '19 - SEWER</u>	08/14/2019	48.25	.00	<u>21-6025 JANITORIAL</u>	0	8/19		
312	UNITED LABORATORIES	INV263887		<u>4 GALLONS OF URINAL CLEANER, SHIPPING AND HANDLING, B. BAUCHMAN, AUG '19 - PI</u>	08/14/2019	24.12	.00	<u>25-6025 JANITORIAL</u>	0	8/19		
Total INV263887:						241.23	.00					
Total UNITED LABORATORIES:						241.23	.00					
UNIVAR USA, INC.												
1410	UNIVAR USA, INC.	NA606888	8897	<u>4800LBS OF ALUMINUM SULFATE, T. SHAFFER, AUG '19</u>	08/21/2019	5,910.30	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	8/19		
Total NA606888:						5,910.30	.00					
Total UNIVAR USA, INC.:						5,910.30	.00					
USA BLUE BOOK												
265	USA BLUE BOOK	981803	8924	<u>4 EA MAGNETIC STIRRING BARS AND 2 EA ELECTRODE STORAGE SOLUTIONS, T.SHAFFER, AUG.'19</u>	08/15/2019	117.31	.00	<u>21-6152 M & R - LABORATORY COSTS</u>	0	8/19		
Total 981803:						117.31	.00					
Total USA BLUE BOOK:						117.31	.00					
UTILITY REFUND #7												
1987	UTILITY REFUND #7	100817.02		<u>GREGORY F HATCH, 930 W RECESS WAY, UTILITY REFUND</u>	08/16/2019	34.44	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		

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1987	UTILITY REFUND #7	100817.02		<u>GREGORY F HATCH, 930 W RECESS WAY, UTILITY REFUND</u>	08/16/2019	33.66	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1987	UTILITY REFUND #7	100817.02		<u>GREGORY F HATCH, 930 W RECESS WAY, UTILITY REFUND</u>	08/16/2019	26.05	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		
Total 100817.02:						94.15	.00					
1987	UTILITY REFUND #7	121000.02		<u>SAM MILES HOOVER, 1812 W 4TH ST, UTILITY REFUND</u>	08/16/2019	77.34	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1987	UTILITY REFUND #7	121000.02		<u>SAM MILES HOOVER, 1812 W 4TH ST, UTILITY REFUND</u>	08/16/2019	45.68	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1987	UTILITY REFUND #7	121000.02		<u>SAM MILES HOOVER, 1812 W 4TH ST, UTILITY REFUND</u>	08/16/2019	39.09	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		
Total 121000.02:						162.11	.00					
1987	UTILITY REFUND #7	221120.02		<u>STEPHANIE M MAST, 1151 S WISTON PL, UTILITY REFUND</u>	08/16/2019	67.56	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1987	UTILITY REFUND #7	221120.02		<u>STEPHANIE M MAST, 1151 S WISTON PL, UTILITY REFUND</u>	08/16/2019	64.02	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1987	UTILITY REFUND #7	221120.02		<u>STEPHANIE M MAST, 1151 S WISTON PL, UTILITY REFUND</u>	08/16/2019	-82.62	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		
Total 221120.02:						48.96	.00					
1987	UTILITY REFUND #7	240480.01		<u>CHARLES PORTER, 1091 E SOAPSTONE CT, UTILITY REFUND</u>	08/16/2019	3.15	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1987	UTILITY REFUND #7	240480.01		<u>CHARLES PORTER, 1091 E SOAPSTONE CT, UTILITY REFUND</u>	08/16/2019	1.84	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		

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1987	UTILITY REFUND #7	240480.01		<u>CHARLES PORTER, 1091 E SOAPSTONE CT, UTILITY REFUND</u>	08/16/2019	1.36	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		
Total 240480.01:						6.35	.00					
1987	UTILITY REFUND #7	241009.00		<u>MERLIN POINTE LLC, 1102 E SERAPHINA ST, UTILITY REFUND</u>	08/16/2019	25.95	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1987	UTILITY REFUND #7	241009.00		<u>MERLIN POINTE LLC, 1102 E SERAPHINA ST, UTILITY REFUND</u>	08/16/2019	33.69	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
Total 241009.00:						59.64	.00					
1987	UTILITY REFUND #7	256004.00		<u>TREASURED COMMUNITIES, 788 W BACKPACK LN, UTILITY REFUND</u>	08/16/2019	87.29	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1987	UTILITY REFUND #7	256004.00		<u>TREASURED COMMUNITIES, 788 W BACKPACK LN, UTILITY REFUND</u>	08/16/2019	113.37	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1987	UTILITY REFUND #7	256004.00		<u>TREASURED COMMUNITIES, 788 W BACKPACK LN, UTILITY REFUND</u>	08/16/2019	19.06	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	8/19		
Total 256004.00:						219.72	.00					
1987	UTILITY REFUND #7	280150.02		<u>DALE THON, 1595 N AZURITE PL, UTILITY REFUND</u>	08/16/2019	5.90	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1987	UTILITY REFUND #7	280150.02		<u>DALE THON, 1595 N AZURITE PL, UTILITY REFUND</u>	08/16/2019	4.30	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1987	UTILITY REFUND #7	280150.02		<u>DALE THON, 1595 N AZURITE PL, UTILITY REFUND</u>	08/16/2019	3.26	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		
Total 280150.02:						13.46	.00					

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Total UTILITY REFUND #7:						604.39	.00					
UTILITY REFUND #8												
1998	UTILITY REFUND #8	100540.02		<u>DOUGLAS A NACHBAUR, 691 W SUNWOOD CT, UTILITY REFUND</u>	08/23/2019	62.27	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1998	UTILITY REFUND #8	100540.02		<u>DOUGLAS A NACHBAUR, 691 W SUNWOOD CT, UTILITY REFUND</u>	08/23/2019	60.17	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	100540.02		<u>DOUGLAS A NACHBAUR, 691 W SUNWOOD CT, UTILITY REFUND</u>	08/23/2019	.75	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		
Total 100540.02:						123.19	.00					
1998	UTILITY REFUND #8	11076.00		<u>ENRIQUES F CONTRERAS, 364 N AVE C AVE, UTILITY REFUND</u>	08/15/2019	8.58	.00	<u>25-4177 GRAVITY IRRIGATION USER FEES</u>	0	8/19		
Total 11076.00:						8.58	.00					
1998	UTILITY REFUND #8	111510.02		<u>JUAN CARLOS MORALES, 658 E SANTOLINA ST, UTILITY REFUND</u>	08/16/2019	30.33	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1998	UTILITY REFUND #8	111510.02		<u>JUAN CARLOS MORALES, 658 E SANTOLINA ST, UTILITY REFUND</u>	08/16/2019	28.39	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	111510.02		<u>JUAN CARLOS MORALES, 658 E SANTOLINA ST, UTILITY REFUND</u>	08/16/2019	21.93	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		
Total 111510.02:						80.65	.00					
1998	UTILITY REFUND #8	120980.03		<u>ANGELINA BASSIGNANI, 1848 W 4TH ST, UTILITY REFUND</u>	08/21/2019	64.68	.00	<u>20-2201 ESCHEAT PAYABLE</u>	0	8/19		
Total 120980.03:						64.68	.00					

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1998	UTILITY REFUND #8	141000.99		<u>JOURNEY'S END HOA, WANDERING LN. UTILITY REFUND</u>	08/15/2019	17.09	.00	<u>25-4700_PRESS. IRRIGATION USER FEES</u>	0	8/19		
Total 141000.99:						17.09	.00					
1998	UTILITY REFUND #8	150180.01		<u>DAVID NOWLAND, 754 W WHITE FANG ST. UTILITY REFUND</u>	08/16/2019	28.67	.00	<u>20-4500_METERED WATER SALES</u>	0	8/19		
Total 150180.01:						28.67	.00					
1998	UTILITY REFUND #8	160850.03		<u>KELSEY KIRKEBY, 234 W CASE ST. UTILITY REFUND</u>	08/21/2019	2.65	.00	<u>20-2201_ESCHEAT PAYABLE</u>	0	8/19		
Total 160850.03:						2.65	.00					
1998	UTILITY REFUND #8	173475.02		<u>TODD J WIRKUS, 1850 W SAHARA DR. UTILITY REFUND</u>	08/22/2019	7.39	.00	<u>21-4600_SEWER USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	173475.02		<u>TODD J WIRKUS, 1850 W SAHARA DR. UTILITY REFUND</u>	08/22/2019	10.04	.00	<u>20-4500_METERED WATER SALES</u>	0	8/19		
1998	UTILITY REFUND #8	173475.02		<u>TODD J WIRKUS, 1850 W SAHARA DR. UTILITY REFUND</u>	08/22/2019	5.62	.00	<u>26-4975_SOLID WASTE USER FEES</u>	0	8/19		
Total 173475.02:						23.05	.00					
1998	UTILITY REFUND #8	181630.01		<u>JACOB T SAMS, 1546 W CASTRO DR. UTILITY REFUND</u>	08/21/2019	177.38	.00	<u>20-2201_ESCHEAT PAYABLE</u>	0	8/19		
Total 181630.01:						177.38	.00					
1998	UTILITY REFUND #8	183160.02		<u>WOODROW W STURM, 1139 W KESLER DR. UTILITY REFUND</u>	08/16/2019	21.91	.00	<u>20-4500_METERED WATER SALES</u>	0	8/19		
1998	UTILITY REFUND #8	183160.02		<u>WOODROW W STURM, 1139 W KESLER DR. UTILITY REFUND</u>	08/16/2019	28.45	.00	<u>21-4600_SEWER USER FEES</u>	0	8/19		

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1998	UTILITY REFUND #8	183160.02		<u>WOODROW W STURM, 1139 W KESLER DR. UTILITY REFUND</u>	08/16/2019	27.04	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	183160.02		<u>WOODROW W STURM, 1139 W KESLER DR. UTILITY REFUND</u>	08/16/2019	11.83	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	8/19		
Total 183160.02:						89.23	.00					
1998	UTILITY REFUND #8	190015.02		<u>BRIAN JURIS, 1547 N DEERHORN AVE. UTILITY REFUND</u>	08/21/2019	51.04	.00	<u>20-2201 ESCHEAT PAYABLE</u>	0	8/19		
Total 190015.02:						51.04	.00					
1998	UTILITY REFUND #8	193000.01		<u>ARDELL ESTATE HOA, 2111 N LINDER RD - ARDELL 1, UTILITY REFUND</u>	08/15/2019	74.24	.00	<u>20-4775 LATE PAYMENT FEE</u>	0	8/19		
Total 193000.01:						74.24	.00					
1998	UTILITY REFUND #8	200190.02		<u>LINCOLN TRUST CO FBO HAROLD ALLER, 1837 N SPARROW HAWK AVE. UTILITY REFUND</u>	08/16/2019	34.54	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1998	UTILITY REFUND #8	200190.02		<u>LINCOLN TRUST CO FBO HAROLD ALLER, 1837 N SPARROW HAWK AVE. UTILITY REFUND</u>	08/16/2019	33.61	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	200190.02		<u>LINCOLN TRUST CO FBO HAROLD ALLER, 1837 N SPARROW HAWK AVE. UTILITY REFUND</u>	08/16/2019	26.00	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		
Total 200190.02:						94.15	.00					
1998	UTILITY REFUND #8	200335.05		<u>JULIE HOLM, 311 E WOOD OWL DR. UTILITY REFUND</u>	08/21/2019	145.12	.00	<u>20-2201 ESCHEAT PAYABLE</u>	0	8/19		

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Total 200335.05:						145.12	.00					
1998	UTILITY REFUND #8	201865.01		<u>MICHAEL D CHECK, 135 E HILLGREEN DR, UTILITY REFUND</u>	08/16/2019	53.39	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1998	UTILITY REFUND #8	201865.01		<u>MICHAEL D CHECK, 135 E HILLGREEN DR, UTILITY REFUND</u>	08/16/2019	44.86	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	201865.01		<u>MICHAEL D CHECK, 135 E HILLGREEN DR, UTILITY REFUND</u>	08/16/2019	34.66	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		
Total 201865.01:						132.91	.00					
1998	UTILITY REFUND #8	221145.02		<u>TYRELL CRAIG SHERMAN, 1116 S WISTON PL, UTILITY REFUND</u>	08/23/2019	8.44	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1998	UTILITY REFUND #8	221145.02		<u>TYRELL CRAIG SHERMAN, 1116 S WISTON PL, UTILITY REFUND</u>	08/23/2019	5.71	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	221145.02		<u>TYRELL CRAIG SHERMAN, 1116 S WISTON PL, UTILITY REFUND</u>	08/23/2019	-7.45	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		
Total 221145.02:						6.70	.00					
1998	UTILITY REFUND #8	221245.02		<u>MCKENNA A FUSSELMAN, 1053 S TOMEN AVE, UTILITY REFUND</u>	08/21/2019	63.89	.00	<u>20-2201 ESCHEAT PAYABLE</u>	0	8/19		
Total 221245.02:						63.89	.00					
1998	UTILITY REFUND #8	230560.03		<u>DERRAY C QUARDERS, 609 S GLENN BROOK PL, UTILITY REFUND</u>	08/23/2019	34.16	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1998	UTILITY REFUND #8	230560.03		<u>DERRAY C QUARDERS, 609 S GLENN BROOK PL, UTILITY REFUND</u>	08/23/2019	29.51	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		

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1998	UTILITY REFUND #8	230560.03		<u>DERRAY C QUARDERS, 609 S GLENN BROOK PL, UTILITY REFUND</u>	08/23/2019	25.15	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		
Total 230560.03:						88.82	.00					
1998	UTILITY REFUND #8	230695.02		<u>CHRISTOPHER D ANDERSON, 498 S WILLOW TREE AVE, UTILITY REFUND</u>	08/21/2019	68.18	.00	<u>20-2201 ESCHEAT PAYABLE</u>	0	8/19		
Total 230695.02:						68.18	.00					
1998	UTILITY REFUND #8	230715.02		<u>STEPHANIE BUDGE, 420 S WILLOW TREE AVE, UTILITY REFUND</u>	08/21/2019	6.99	.00	<u>20-2201 ESCHEAT PAYABLE</u>	0	8/19		
Total 230715.02:						6.99	.00					
1998	UTILITY REFUND #8	240595.02		<u>SONNY BUMANLAG, 724 N OLIVINE PL, UTILITY REFUND</u>	08/22/2019	101.84	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1998	UTILITY REFUND #8	240595.02		<u>SONNY BUMANLAG, 724 N OLIVINE PL, UTILITY REFUND</u>	08/22/2019	90.06	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	240595.02		<u>SONNY BUMANLAG, 724 N OLIVINE PL, UTILITY REFUND</u>	08/22/2019	73.10	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		
Total 240595.02:						265.00	.00					
1998	UTILITY REFUND #8	250335.01		<u>JOSEPH D ALLEN, 880 S PENCIL AVE, UTILITY REFUND</u>	08/22/2019	101.88	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1998	UTILITY REFUND #8	250335.01		<u>JOSEPH D ALLEN, 880 S PENCIL AVE, UTILITY REFUND</u>	08/22/2019	67.49	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	250335.01		<u>JOSEPH D ALLEN, 880 S PENCIL AVE, UTILITY REFUND</u>	08/22/2019	52.09	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		

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Total 250335.01:						221.46	.00					
1998	UTILITY REFUND #8	255025.02		<u>BRYCEN BULLARD, 732 W SANDBOX ST, UTILITY REFUND</u>	08/21/2019	8.42	.00	<u>20-2201 ESCHEAT PAYABLE</u>	0	8/19		
Total 255025.02:						8.42	.00					
1998	UTILITY REFUND #8	260795.02		<u>MATTHEW D WHITTAKER, 2245 W CALIRET ST, UTILITY REFUND</u>	08/16/2019	23.50	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1998	UTILITY REFUND #8	260795.02		<u>MATTHEW D WHITTAKER, 2245 W CALIRET ST, UTILITY REFUND</u>	08/16/2019	28.86	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	260795.02		<u>MATTHEW D WHITTAKER, 2245 W CALIRET ST, UTILITY REFUND</u>	08/16/2019	22.24	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		
Total 260795.02:						74.60	.00					
1998	UTILITY REFUND #8	264440.02		<u>FERNANDO MORALES, 2073 W MELON DR, UTILITY REFUND</u>	08/21/2019	90.95	.00	<u>20-2201 ESCHEAT PAYABLE</u>	0	8/19		
Total 264440.02:						90.95	.00					
1998	UTILITY REFUND #8	264845.03		<u>CHRISTOPHER J FUCHS, 2119 N FIREBRICK DR, UTILITY REFUND</u>	08/16/2019	7.28	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1998	UTILITY REFUND #8	264845.03		<u>CHRISTOPHER J FUCHS, 2119 N FIREBRICK DR, UTILITY REFUND</u>	08/16/2019	5.11	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	264845.03		<u>CHRISTOPHER J FUCHS, 2119 N FIREBRICK DR, UTILITY REFUND</u>	08/16/2019	3.89	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		
Total 264845.03:						16.28	.00					

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1998	UTILITY REFUND #8	266080.03		<u>ANGELA MACHADO, 2246 N THISTLE DR, UTILITY REFUND</u>	08/22/2019	116.66	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1998	UTILITY REFUND #8	266080.03		<u>ANGELA MACHADO, 2246 N THISTLE DR, UTILITY REFUND</u>	08/22/2019	30.26	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	266080.03		<u>ANGELA MACHADO, 2246 N THISTLE DR, UTILITY REFUND</u>	08/22/2019	25.81	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		
Total 266080.03:						172.73	.00					
1998	UTILITY REFUND #8	268037.02		<u>DERICK BRASHEARS, 2726 W CRENSHAW ST, UTILITY REFUND</u>	08/23/2019	28.90	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1998	UTILITY REFUND #8	268037.02		<u>DERICK BRASHEARS, 2726 W CRENSHAW ST, UTILITY REFUND</u>	08/23/2019	28.49	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	268037.02		<u>DERICK BRASHEARS, 2726 W CRENSHAW ST, UTILITY REFUND</u>	08/23/2019	21.98	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	268037.02		<u>DERICK BRASHEARS, 2726 W CRENSHAW ST, UTILITY REFUND</u>	08/23/2019	6.60	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	8/19		
Total 268037.02:						85.97	.00					
1998	UTILITY REFUND #8	268112.01		<u>CBH HOMES, 2580 W MIDNIGHT DR, UTILITY REFUND</u>	08/22/2019	48.32	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
Total 268112.01:						48.32	.00					
1998	UTILITY REFUND #8	268139.01		<u>CBH HOMES, 1670 N RHODAMINE AVE, UTILITY REFUND</u>	08/16/2019	16.16	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1998	UTILITY REFUND #8	268139.01		<u>CBH HOMES, 1670 N RHODAMINE AVE, UTILITY REFUND</u>	08/16/2019	20.99	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		

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1998	UTILITY REFUND #8	268139.01		<u>CBH HOMES, 1670 N RHODAMINE AVE, UTILITY REFUND</u>	08/16/2019	23.56	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	8/19		
Total 268139.01:						60.71	.00					
1998	UTILITY REFUND #8	268140.01		<u>CBH HOMES, 2733 W MIDNIGHT DR, UTILITY REFUND</u>	08/22/2019	9.85	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1998	UTILITY REFUND #8	268140.01		<u>CBH HOMES, 2733 W MIDNIGHT DR, UTILITY REFUND</u>	08/22/2019	12.79	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	268140.01		<u>CBH HOMES, 2733 W MIDNIGHT DR, UTILITY REFUND</u>	08/22/2019	30.78	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	8/19		
Total 268140.01:						53.42	.00					
1998	UTILITY REFUND #8	274620.03		<u>BRIAN J ELTON, 446 W QUAKING ASPEN LN, UTILITY REFUND</u>	08/16/2019	78.75	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
Total 274620.03:						78.75	.00					
1998	UTILITY REFUND #8	274925.02		<u>MATTHEW CRUISE, 3011 W GINGER GOLD DR, UTILITY REFUND</u>	08/22/2019	48.32	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
Total 274925.02:						48.32	.00					
1998	UTILITY REFUND #8	277024.02		<u>JAMES L GREEN, 2430 N HONEYSUCKLE WAY, UTILITY REFUND</u>	08/23/2019	31.60	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1998	UTILITY REFUND #8	277024.02		<u>JAMES L GREEN, 2430 N HONEYSUCKLE WAY, UTILITY REFUND</u>	08/23/2019	33.49	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	277024.02		<u>JAMES L GREEN, 2430 N HONEYSUCKLE WAY, UTILITY REFUND</u>	08/23/2019	25.80	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		

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				REFUND	08/23/2019	18.26	.00	21-4600_SEWER USER FEES	0	8/19		
1998	UTILITY REFUND #8	291053.00		CBH HOMES, 3441 W DEVOTION DR, UTILITY REFUND	08/23/2019	27.31	.00	25-4700_PRESS, IRRIGATION USER FEES	0	8/19		
		Total 291053.00:				59.63	.00					
1998	UTILITY REFUND #8	291056.00		CBH HOMES, 3501 W DEVOTION DR, UTILITY REFUND	08/22/2019	48.32	.00	20-4500_METERED WATER SALES	0	8/19		
		Total 291056.00:				48.32	.00					
1998	UTILITY REFUND #8	291057.00		CBH HOMES, 6863 S MEMORY WAY, UTILITY REFUND	08/23/2019	15.54	.00	20-4500_METERED WATER SALES	0	8/19		
1998	UTILITY REFUND #8	291057.00		CBH HOMES, 6863 S MEMORY WAY, UTILITY REFUND	08/23/2019	20.19	.00	21-4600_SEWER USER FEES	0	8/19		
1998	UTILITY REFUND #8	291057.00		CBH HOMES, 6863 S MEMORY WAY, UTILITY REFUND	08/23/2019	23.90	.00	25-4700_PRESS, IRRIGATION USER FEES	0	8/19		
		Total 291057.00:				59.63	.00					
1998	UTILITY REFUND #8	291076.00		CBH HOMES, 6773 S ALLEGIANCE AVE, UTILITY REFUND	08/22/2019	48.32	.00	20-4500_METERED WATER SALES	0	8/19		
		Total 291076.00:				48.32	.00					
1998	UTILITY REFUND #8	291077.00		CBH HOMES, 6755 S ALLEGIANCE AVE, UTILITY REFUND	08/22/2019	48.32	.00	20-4500_METERED WATER SALES	0	8/19		
		Total 291077.00:				48.32	.00					

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1998	UTILITY REFUND #8	291080.00		CBH HOMES, 6700 S ALLEGIANCE AVE, UTILITY REFUND	08/23/2019	21.10	.00	20-4500_METERED WATER SALES	0	8/19		
1998	UTILITY REFUND #8	291080.00		CBH HOMES, 6700 S ALLEGIANCE AVE, UTILITY REFUND	08/23/2019	27.40	.00	21-4600_SEWER USER FEES	0	8/19		
1998	UTILITY REFUND #8	291080.00		CBH HOMES, 6700 S ALLEGIANCE AVE, UTILITY REFUND	08/23/2019	38.69	.00	25-4700_PRESS. IRRIGATION USER FEES	0	8/19		
Total 291080.00:						87.19	.00					
1998	UTILITY REFUND #8	291083.00		CBH HOMES, 6754 S ALLEGIANCE AVE, UTILITY REFUND	08/16/2019	2.23	.00	20-4500_METERED WATER SALES	0	8/19		
1998	UTILITY REFUND #8	291083.00		CBH HOMES, 6754 S ALLEGIANCE AVE, UTILITY REFUND	08/16/2019	2.89	.00	21-4600_SEWER USER FEES	0	8/19		
1998	UTILITY REFUND #8	291083.00		CBH HOMES, 6754 S ALLEGIANCE AVE, UTILITY REFUND	08/16/2019	6.20	.00	25-4700_PRESS. IRRIGATION USER FEES	0	8/19		
Total 291083.00:						11.32	.00					
1998	UTILITY REFUND #8	292029.00		CBH HOMES, 8651 S BARATHEON AVE, UTILITY REFUND	08/22/2019	48.32	.00	20-4500_METERED WATER SALES	0	8/19		
Total 292029.00:						48.32	.00					
1998	UTILITY REFUND #8	292030.00		CBH HOMES, 8629 S BARATHEON AVE, UTILITY REFUND	08/22/2019	48.32	.00	20-4500_METERED WATER SALES	0	8/19		
Total 292030.00:						48.32	.00					
1998	UTILITY REFUND #8	292032.00		CBH HOMES, 8585 S BARATHEON AVE, UTILITY REFUND	08/23/2019	23.91	.00	20-4500_METERED WATER SALES	0	8/19		

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				REFUND	08/22/2019	18.16	.00	25-4700 PRESS. IRRIGATION USER FEES	0	8/19		
	Total 302203.00:					44.04	.00					
1998	UTILITY REFUND #8	302222.00		RIVERWOOD HOMES, 482 E FOX BAY ST, UTILITY REFUND	08/22/2019	48.32	.00	20-4500 METERED WATER SALES	0	8/19		
	Total 302222.00:					48.32	.00					
1998	UTILITY REFUND #8	302231.00		RIVERWOOD HOMES, 449 E ANDES DR, UTILITY REFUND	08/22/2019	48.32	.00	20-4500 METERED WATER SALES	0	8/19		
	Total 302231.00:					48.32	.00					
1998	UTILITY REFUND #8	302233.00		KW HOMES, 9101 S PALENA AVE, UTILITY REFUND	08/16/2019	.96	.00	20-4500 METERED WATER SALES	0	8/19		
1998	UTILITY REFUND #8	302233.00		KW HOMES, 9101 S PALENA AVE, UTILITY REFUND	08/16/2019	1.24	.00	21-4600 SEWER USER FEES	0	8/19		
1998	UTILITY REFUND #8	302233.00		KW HOMES, 9101 S PALENA AVE, UTILITY REFUND	08/16/2019	9.10	.00	25-4700 PRESS. IRRIGATION USER FEES	0	8/19		
	Total 302233.00:					11.30	.00					
1998	UTILITY REFUND #8	303251.00		HUBBLE HOMES, 2439 N DESTINY AVE, UTILITY REFUND	08/22/2019	25.27	.00	20-4500 METERED WATER SALES	0	8/19		
1998	UTILITY REFUND #8	303251.00		HUBBLE HOMES, 2439 N DESTINY AVE, UTILITY REFUND	08/22/2019	32.80	.00	21-4600 SEWER USER FEES	0	8/19		
	Total 303251.00:					58.07	.00					
1998	UTILITY REFUND #8	303258.00		HUBBLE HOMES, 2390 N DESTINY AVE, UTILITY REFUND	08/22/2019	48.32	.00	20-4500 METERED WATER SALES	0	8/19		

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Total 303258.00:						48.32	.00					
1998	UTILITY REFUND #8	303271.00		HUBBLE HOMES, 1036 E BRUSH CREEK ST, UTILITY REFUND	08/22/2019	48.32	.00	20-4500 METERED WATER SALES	0	8/19		
Total 303271.00:						48.32	.00					
1998	UTILITY REFUND #8	303289.00		HUBBLE HOMES, 1017 E BRUSH CREEK ST, UTILITY REFUND	08/16/2019	32.58	.00	20-4500 METERED WATER SALES	0	8/19		
1998	UTILITY REFUND #8	303289.00		HUBBLE HOMES, 1017 E BRUSH CREEK ST, UTILITY REFUND	08/16/2019	42.31	.00	21-4600 SEWER USER FEES	0	8/19		
1998	UTILITY REFUND #8	303289.00		HUBBLE HOMES, 1017 E BRUSH CREEK ST, UTILITY REFUND	08/16/2019	46.64	.00	25-4700 PRESS. IRRIGATION USER FEES	0	8/19		
Total 303289.00:						121.53	.00					
1998	UTILITY REFUND #8	303290.00		HUBBLE HOMES, 983 E BRUSH CREEK ST, UTILITY REFUND	08/22/2019	48.32	.00	20-4500 METERED WATER SALES	0	8/19		
Total 303290.00:						48.32	.00					
1998	UTILITY REFUND #8	303296.00		HUBBLE HOMES, 875 E BRUSH CREEK ST, UTILITY REFUND	08/22/2019	48.32	.00	20-4500 METERED WATER SALES	0	8/19		
Total 303296.00:						48.32	.00					
1998	UTILITY REFUND #8	303297.00		HUBBLE HOMES, 2101 N GREENVILLE AVE, UTILITY REFUND	08/22/2019	48.32	.00	20-4500 METERED WATER SALES	0	8/19		
Total 303297.00:						48.32	.00					

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1998	UTILITY REFUND #8	303299.00		<u>HUBBLE HOMES, 2117 N GREENVILLE AVE, UTILITY REFUND</u>	08/22/2019	48.32	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
Total 303299.00:						48.32	.00					
1998	UTILITY REFUND #8	310305.02		<u>FREDRICK A ZWEIGART, 945 W SAGWON DR, UTILITY REFUND</u>	08/22/2019	23.99	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1998	UTILITY REFUND #8	310305.02		<u>FREDRICK A ZWEIGART, 945 W SAGWON DR, UTILITY REFUND</u>	08/22/2019	31.17	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	310305.02		<u>FREDRICK A ZWEIGART, 945 W SAGWON DR, UTILITY REFUND</u>	08/22/2019	25.67	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	310305.02		<u>FREDRICK A ZWEIGART, 945 W SAGWON DR, UTILITY REFUND</u>	08/22/2019	12.67	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	8/19		
Total 310305.02:						93.50	.00					
1998	UTILITY REFUND #8	318357.00		<u>SIMPLICITY HOMES, 1152 E ODYSSEY ST, UTILITY REFUND</u>	08/22/2019	48.32	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
Total 318357.00:						48.32	.00					
1998	UTILITY REFUND #8	330015.00		<u>TOLL BROS INC, 943 E BUCK DR, UTILITY REFUND</u>	08/22/2019	48.32	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
Total 330015.00:						48.32	.00					
1998	UTILITY REFUND #8	330024.00		<u>TOLL BROS INC, 1052 E BUCK DR, UTILITY REFUND</u>	08/22/2019	48.32	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
Total 330024.00:						48.32	.00					
1998	UTILITY REFUND #8	330031.00		<u>TOLL BROS INC, 1845 N MEADOWFIELD AVE, UTILITY REFUND</u>	08/22/2019	16.52	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		

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1998	UTILITY REFUND #8	330031.00		<u>TOLL BROS INC. 1845 N MEADOWFIELD AVE. UTILITY REFUND</u>	08/22/2019	21.47	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	330031.00		<u>TOLL BROS INC. 1845 N MEADOWFIELD AVE. UTILITY REFUND</u>	08/22/2019	21.64	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	8/19		
Total 330031.00:						59.63	.00					
1998	UTILITY REFUND #8	330058.00		<u>TOLL BROS INC. 1816 N SNOWFIELD PL. UTILITY REFUND</u>	08/22/2019	48.32	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
Total 330058.00:						48.32	.00					
1998	UTILITY REFUND #8	330061.00		<u>TOLL BROS INC. 1762 N SNOWFIELD PL. UTILITY REFUND</u>	08/22/2019	48.32	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
Total 330061.00:						48.32	.00					
1998	UTILITY REFUND #8	340038.01		<u>CBH HOMES. 6761 S BIRCH CREEK AVE. UTILITY REFUND</u>	08/23/2019	12.80	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
1998	UTILITY REFUND #8	340038.01		<u>CBH HOMES. 6761 S BIRCH CREEK AVE. UTILITY REFUND</u>	08/23/2019	16.63	.00	<u>21-4600 SEWER USER FEES</u>	0	8/19		
1998	UTILITY REFUND #8	340038.01		<u>CBH HOMES. 6761 S BIRCH CREEK AVE. UTILITY REFUND</u>	08/23/2019	30.20	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/19		
Total 340038.01:						59.63	.00					
1998	UTILITY REFUND #8	340051.01		<u>CBH HOMES. 6706 S BIRCH CREEK AVE. UTILITY REFUND</u>	08/22/2019	48.32	.00	<u>20-4500 METERED WATER SALES</u>	0	8/19		
Total 340051.01:						48.32	.00					

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Total UTILITY REFUND #8:						4,876.38	.00					
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	IN001063454		<u>MAINTENANCE ON DANSKIN LIFT STATION, OIL, OIL SAMPLE KIT, FF/WS CART, LUBE SPIN, MONITORING FUEL SAMPLE, T. FLEMING, AUG '19</u>	08/16/2019	867.28	.00	21-6150 M & R - SYSTEM	0	8/19		
Total IN001063454:						867.28	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001065057		<u>MAINTENANCE ON PATAGONIA LIFT STATION, REPLACEMENT BATTERY, LABOR, T. FLEMING, AUG '19</u>	08/19/2019	856.14	.00	21-6150 M & R - SYSTEM	0	8/19		
Total IN001065057:						856.14	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001066167		<u>MAINTENANCE ON ORCHARD LIFT STATION, OIL SAMPLE KIT, LABOR, T. FLEMING, AUG '19</u>	08/20/2019	410.39	.00	21-6150 M & R - SYSTEM	0	8/19		
Total IN001066167:						410.39	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001066266		<u>MAINTENANCE ON DANSKIN LIFT STATION, FUEL FSK2 POWER GENERATION, BATTERY SN# NAT0176Z, LABOR, T. FLEMING, AUG '19</u>	08/20/2019	1,061.85	.00	21-6150 M & R - SYSTEM	0	8/19		
Total IN001066266:						1,061.85	.00					
Total WESTERN STATES EQUIPMENT CO.:						3,195.66	.00					
WHEELER SHEET METAL												
341	WHEELER SHEET METAL	5374		<u>DUCT WORK REPAIRS IN ORCHARD PARKS OFFICE CRAWL SPACE, AUG. '19</u>	08/12/2019	150.00	.00	01-6140 MAINT. & REPAIR BUILDING	1004	8/19		

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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
Total 5374:						150.00	.00					
Total WHEELER SHEET METAL:						150.00	.00					
Grand Totals:						286,381.70	112,524.15					

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

**RESOLUTION NO. R60-2019
KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPOINTING CERTAIN CITY OF KUNA, IDAHO OFFICIALS AS PERSONS AUTHORIZED TO SIGN FOR BANKING SERVICES ON BEHALF OF THE CITY OF KUNA, IDAHO AND PROVIDING THAT THE SIGNATURES ARE VALID FOR THE 2019 YEAR OR UNTIL REVOKED BY ACTION OF THE MAYOR, AS PROVIDED FOR IN RESOLUTION NO. R33-2018.

WHEREAS, the City of Kuna, Idaho adopted Resolution No. R33-2018, on June 5, 2018, which provides for certain City of Kuna, Idaho officials to exercise the authority to sign for banking services on behalf of the City of Kuna, Idaho, as appointed by separate Resolution and adopted annually by the City Council; and

WHEREAS, City of Kuna Resolution No. R33-2018 provides that the signatures are valid until the second City Council meeting in January or as revoked by the Mayor.

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

The following persons are hereby appointed to sign for banking services on behalf of the City of Kuna, Idaho:

Jared Empey, City Treasurer of the City.

Joe L. Stear, Mayor of the City.

Briana Buban-Vonder Haar, Council President of the City.

BE IT FURTHER RESOLVED that the above appointments are valid until January 21, 2020, or if revoked by the Mayor.

PASSED BY THE CITY COUNCIL of Kuna, Idaho this 3rd day of September, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of September, 2019.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**RESOLUTION NO. R61-2019
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AND THE CLERK TO ATTEST TO THE PRESSURIZED IRRIGATION REIMBURSEMENT AGREEMENT WITH SELECT DEVELOPMENT AND CONTRACTING LLC, IN THE AMOUNT OF NINETEEN THOUSAND THREE HUNDRED THIRTY-SEVEN DOLLARS AND 00/100 (\$19,337.00).

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute and the Clerk is authorized to attest to that certain Agreement titled REIMBURSEMENT AGREEMENT – LUGARNO TERRA SUBDIVISION PRESSURIZED IRRIGATION LINE regarding cost recovery for construction of pressurized irrigation facilities related to said project and in the amount of nineteen thousand three hundred thirty-seven dollars and 00/100 (\$19,337.00) by and between the City and Select Development and Contracting LLC; which Agreement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of September, 2019.

APPROVED BY THE ACTING MAYOR of Kuna, Idaho this 3rd day of September, 2019.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

REIMBURSEMENT AGREEMENT
Lugarno Terra Subdivision Pressurized Irrigation

THIS AGREEMENT made this ____ day of _____ 2019, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and SELECT DEVELOPMENT AND CONTRACTING LLC hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Pressurized Irrigation System Master Plan to guide the sizing, elevation and location of its municipal Pressurized Irrigation system facility additions and extensions; and

WHEREAS, on October 3, 2017 City adopted Resolution Number R78-2017 (Exhibit B) outlining the Pressurized Irrigation Facilities Reimbursement Policy for Pressurized Irrigation facilities construction conforming to the Kuna Pressurized Irrigation System Master plan; and

WHEREAS, in implementing the updated Kuna Pressurized Irrigation System Master Plan, it is the further declared policy of CITY to extend the Kuna City Pressurized Irrigation System to areas inside the corporate limits of CITY not now served by its Pressurized Irrigation system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, DEVELOPER did construct a pressurized irrigation system to the property known as Lugarno Terra Subdivision, as shown on Exhibit "A", and has requested reimbursement for certain portions of the pressurized irrigation system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed:

A. Preparation of Plans. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the regional Pressurized Irrigation system, shown on Exhibit A,

including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said Pressurized Irrigation system.

B. Construction of Regional Pressurized Irrigation System.

(1) DEVELOPER did install, construct and erect the Pressurized Irrigation system and appurtenances as shown on **Exhibit A**, subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the Pressurized Irrigation system described on **Exhibit A**.

(3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills that the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a Pressurized Irrigation system as shown on Exhibit A for the amounts shown in Exhibit C, CITY shall reimburse to DEVELOPER nineteen thousand three hundred and thirty-seven dollars (\$19,337).

D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable fees collected during the audit period.

E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY until such time as reimbursement has been fully paid, whichever comes first.

F. Cost of Pressurized Irrigation Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the Pressurized Irrigation system upon and within DEVELOPER'S property not eligible for reimbursement as defined herein, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to Pressurized Irrigation, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to Pressurized Irrigation systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in

paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

I. No assignment. Developer shall not assign any portion of this agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of city, which consent shall not be unreasonably withheld.

J. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on Exhibit A attached hereto.

K. Representations.

(1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.

(2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in **Exhibit A** have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H.

(3) DEVELOPER, as defined above, represents that in constructing and installing the Pressurized Irrigation system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.

M. Payment under terms of this agreement is to be made and addressed to: Select Development and Contracting LLC, PO Box 1030, Meridian, ID 83680.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

CITY OF KUNA

ATTEST:

Joe L. Stear
MAYOR

Chris Engels
CITY CLERK

SELECT DEVELOPMENT AND CONTRACTING LLC

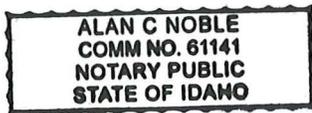


Randy Fullmer
MANAGER

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 20TH day of August, 2019, before me, a notary public in and for said state, personally appeared RANDY FULLMER known to be to be the Manager of SELECT DEVELOPMENT AND CONTRACTING LLC, and the person who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same.

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





Notary Public for Idaho
Residing at MERIDIAN, Idaho
My commission expires: 2/21/25

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

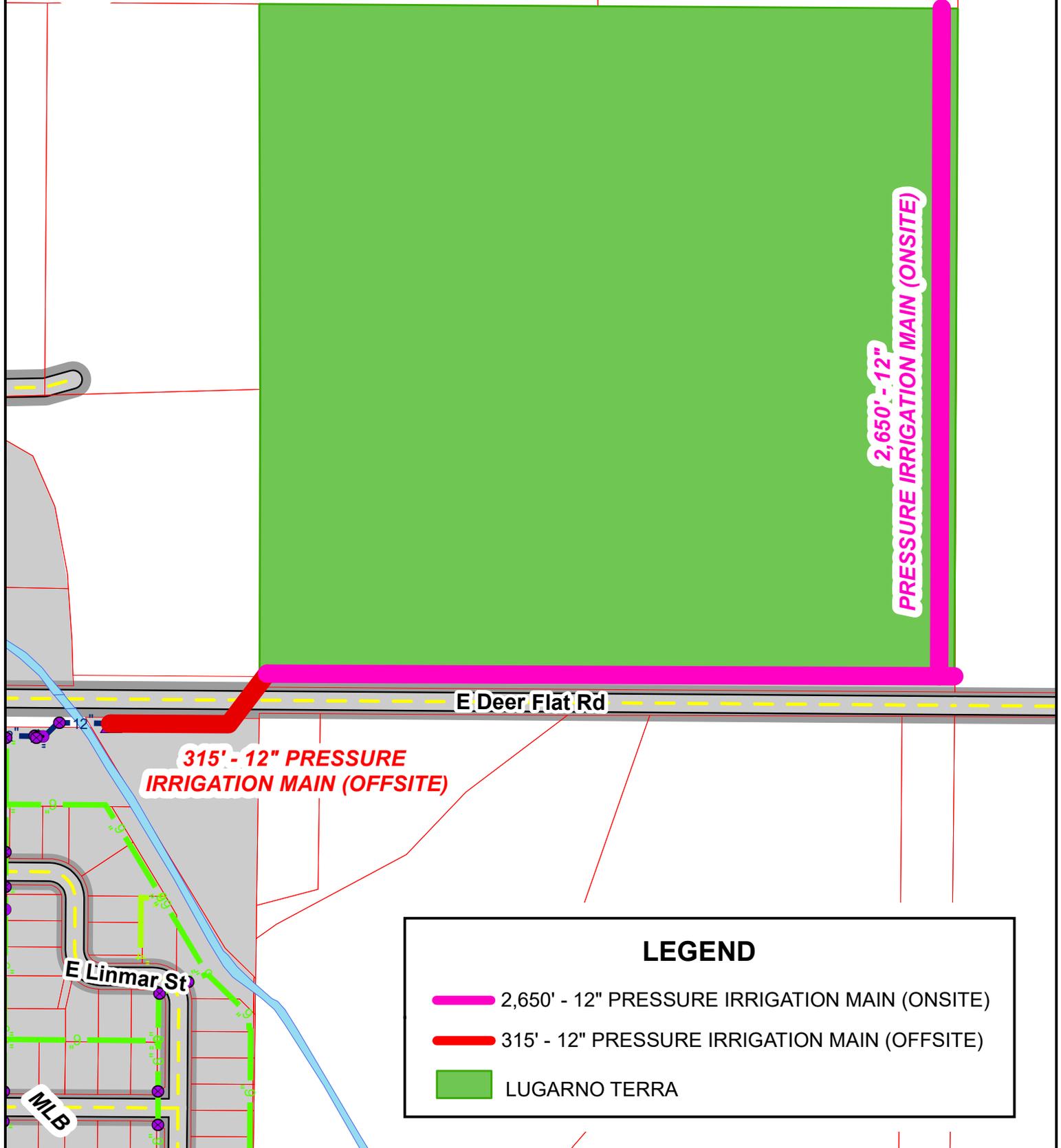
On this _____ day of _____, 2019, before me, the undersigned, personally appeared JOE L. STEAR and CHRIS ENGELS Mayor and City Clerk

respectively of KUNA CITY, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

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

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

EXHIBIT A



LEGEND

-  2,650' - 12" PRESSURE IRRIGATION MAIN (ONSITE)
-  315' - 12" PRESSURE IRRIGATION MAIN (OFFSITE)
-  LUGARNO TERRA

EXHIBIT - B

RESOLUTION NO. R78-2017 CITY OF KUNA, IDAHO

PRESSURE IRRIGATION FACILITIES REIMBURSEMENT POLICY – 2017

PURPOSE

A resolution of the City of Kuna setting forth a reimbursement policy that provides real property owners, developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developers, a mechanism to seek reimbursement for eligible pressure irrigation facilities that exceed the Sponsoring Developer's pressure irrigation facilities requirements as provided below. When a Sponsoring Developer, at its own expense and in conformance with the City Pressure Irrigation System Master Plan or at the direction of the City, constructs an extension of the existing Pressure Irrigation system or constructs oversized pressure irrigation facilities determined by the City to be larger than needed to serve Sponsoring Developer's project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the pressure irrigation facilities as described below.

City Pressure Irrigation Pipelines are classified as follows:

1. Master Plan Trunk Line (Street Frontage) – A pressure irrigation main, 8 inches or larger, identified in the Master Plan to be part of the major distribution grid and located in or adjacent to the street right-of-way fronting Sponsoring Developer's property. In this policy, frontage lines are treated as on-site lines.
2. Master Plan Trunk Line (On-site) – A pressure irrigation main, 8 inches or larger, identified in the Master Plan to be part of the major distribution grid and located within the Sponsoring Developer's property including lines in or adjacent to the street right-of-way fronting Sponsoring Developer's property.
3. Master Plan Trunk Line (Off-site) – A pressure irrigation main, 8 inches or larger, identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
4. Looping Line (On-site) – A pressure irrigation main line required in City Standards, and with the diameter specified in said standards, whose purpose is to preserve circulation capability to serve Sponsoring Developer's property and adjacent properties, and located on-site but not in or adjacent to the street right-of-way fronting Sponsoring Developer's property.
5. Non-Master Plan Line (Off-site) – A pressure irrigation main line not identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.

6. **Distribution Line (On-site)** - A pressure irrigation main line not identified in the Master Plan to be part of the major distribution grid and not a looping line, located on-site of the Sponsoring Developer's property, and whose principal purpose is to deliver water to the various points of service within the Sponsoring Developer's property.
7. **Stub Line (On-site)** - A pressure irrigation main line located on-site of the Sponsoring Developer's property, connected to any of the main lines on-site and extending to the property boundary, beyond the last point of delivery for the Sponsoring Developer's property, and whose principal purpose is to deliver water to neighboring properties. A stub line is generally constructed at the direction of the City, is generally 8 inches in diameter or smaller and is not a frontage line, looping line or Master Plan line.

A Sponsoring Developer's project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer's discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing city sewer system, a "reasonable duty" to add to, enhance, oversize or extend the existing system within certain limits. This "reasonable duty" is not reimbursable. The construction of on-site or off-site facilities beyond this "reasonable duty" is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

"Reasonable duty" includes expenses incurred by the Sponsoring Developer from examples that follow:

1. **Payment of Connection Fees:** Connection fees are remitted at the time of building permit issuance, or in other circumstances, at the time of connection to the system as defined in city resolutions.
2. **Master Plan Trunk Line (On-Site):** Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger. The Sponsoring Developer's "reasonable duty" for trunk line construction is the length of trunk line needed per development acre, as defined herein.
3. **Master Plan Trunk Line (Off-site):** Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger. The Sponsoring Developer's "reasonable duty" for off-site trunk line construction is the trunk line needed per development acre less the length of trunk line on-site but not less than zero.
4. **Looping Line (On-site):** Construct the diameter specified in the City Standards, or the nominal diameter needed in reference to twice the Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City

directs that a looping line be replaced with a trunk line, it will be treated as an on-site Master Plan Trunk Line for reimbursement purposes.

5. Non-Master Plan Line (Off-site): Construct the line with a diameter of 4 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an off-site non-master plan main line be replaced with a trunk line, it will be treated as an off-site Master Plan Trunk Line for reimbursement purposes.
6. Distribution Line (On-site): Construct the line with a diameter of 3 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty".
7. Stub Line (On-site): Construct the line with a diameter up to 8 inches as directed by the City, and which is Sponsoring Developer's "reasonable duty".

DEFINITIONS

1. Line Capacity: The water carrying capacity of a pipeline based on pressure drop of 0.0037 psi per foot of line length.
2. Nominal Diameter Needed: In terms relevant to this policy, the minimum standard pipe diameter (3", 4", 6", 8", 10" and 12") with sufficient transmission capacity to carry the Sponsoring Developer's designated peak demand.
3. Peak Demand: In terms relevant to this policy, the Peak Demand is assumed to be the Peak Hour Demand referred to in City Standards. The Peak Hour Demand per typical lot is 15 gpm for a 3-inch main but decreases to 7.5 gpm/typical lot for a 12-inch main. In no case may a main line diameter be less than 3 inches, regardless of computed demand. A typical residential lot is 10,000 SF of total area or less. A typical commercial lot is 7,000 SF of landscaped area or less.
4. Property: For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, "Property" of Sponsoring Developer shall include the present project, future phases of the project, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners has a property interest. However, once the "trunk line needed" component of the "reasonable duty" has been satisfied for a parcel, it is not imposed again for subsequent cost recovery agreements.
5. Property in the Vicinity: Property adjacent or in the same quarter section as the over-sized pipe line, or in the case of over-sized pipe lines fronting section or quarter-section lines, property in the quarter sections on each side, is considered "in the vicinity". In most instances the City will require that trunk lines are located along section and quarter-section lines as contemplated in the City Master Plan.

6. **Trunk Line Needed:** Based on characteristics of development in Kuna; relying on the ½ mile trunk line grid in the Master Plan; adding for undeveloped land, waste land and other unconnected properties; adding for parks, common areas and other public properties; and deducting for connection fees paid in equivalent feet; it requires an average of 33 lineal feet of trunk line to serve the gross acreage of Sponsoring Developer's project.
7. **Trunk Line Needed-Amended:** For projects also connecting to potable water and/or sewer, but which do not construct sufficient trunk line in the other facilities to satisfy the "trunk line needed" obligation in those other facilities, shall have the un-satisfied obligation in the other facilities, factored for relative cost, added to the "trunk line needed" obligation for the pressure irrigation system.

CONSTRUCTED PRESSURE IRRIGATION FACILITIES ELIGIBLE FOR REIMBURSEMENT

For pressure irrigation facilities to be considered eligible for any reimbursement from the City, the pressure irrigation facilities must meet at least one of the following conditions:

1. **Off-Site Lines:** A pressure irrigation main extension that lies off-site the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
2. **On-Site Lines:** A pressure irrigation main extension that lies within the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
3. **Off-Site Easements:** Off-site easements required for construction of the above described eligible off-site pressure irrigation facilities may also be eligible for reimbursement; or
4. **Off-Site Engineering:** Engineering services for off-site eligible pressure irrigation facilities up to a maximum of 7 percent (7%) of the construction cost of said pressure irrigation facilities; or
5. **Supply Facilities:** Any new irrigation supply facilities, as distinguished from transmission facilities, whether completely new facilities or facility upgrades. The facility's costs may include wells, pumps and controls, standby power, storage ponds, booster station, SCADA controls and any other irrigation supply facilities approved by the City. Irrigation supply facilities will be reimbursed from the Irrigation Supply portion of Connection Fees using similar distribution methodology described herein; or
6. **City Construction:** When the City constructs extensions or replacements of pressure irrigation lines of any diameter using City funds, the City constructed pressure irrigation facilities will be eligible for reimbursement to the City as a Sponsoring Developer and in the manner noted herein.

REIMBURSEMENT CONDITIONS

To be eligible for reimbursement, the Sponsoring Developer must, unless otherwise approved by the City, do the following:

1. Sponsoring Developer's project must be annexed into the City; and
2. Design the pressure irrigation facilities in accordance with the City's pressure irrigation master plan; and
3. Receive at least three bids for the pressure irrigation system construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive preliminary plat, special use permit or building permit approval from or complete a municipal service agreement with the City for the development being served by the pressure irrigation facilities; and
5. Construct the pressure irrigation facilities in accordance with the City approved plans and specifications including all lines and diameters directed by the City; and
6. Lawfully dedicate the pressure irrigation system facilities and any necessary easements to the City.

AMOUNT OF REIMBURSEMENT

1. *Off-Site Pressure Irrigation Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible off-site pressure irrigation extensions beyond the "reasonable duty" shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the nominal diameter needed by the Sponsoring Developer's project to 75% of the capacity of the diameter provided.
2. *On-Site Pressure Irrigation Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible on-site pressure irrigation pipelines beyond the size of the "reasonable duty", shall be based upon an amount computed as the difference between the cost to design and construct the pipe size of the "reasonable duty" and the cost to design and construct the pipe size provided.
3. *Interest:* Interest shall accrue on the Sponsoring Developer's remaining Eligible Reimbursement principal amount, as determined by items 1 through 2 above, at the simple rate of four percent (4%) per annum for a period of up to ten (10) years. The agreement shall have the amortization chart attached as an exhibit.

FINANCING PRESSURE IRRIGATION FACILITIES

The City will generate revenue for financing Pressure Irrigation main pipeline facilities reimbursement agreements by assessing each equivalent dwelling unit (EDU) a Pressure Irrigation Main Line Fee (PIMLF), also known as Trunk Line Connection Fee, at time of connection or upon issuance of a building permit. The amount of this PIMLF will be established by City Council resolution. The City will review the PIMLF amount each year and may make adjustments annually as deemed necessary to cover pressure irrigation main line reimbursement costs.

REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

1. A Reimbursement Agreement entered into between the City and the Sponsoring Developer is a requirement for receiving reimbursement and shall provide the Sponsoring Developers the opportunity to receive a maximum of ten (10) consecutive annual reimbursement payments. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of the project.
2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the "reasonable duty" defined herein. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.
3. No reimbursement agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
4. The City will retain 10% of the collected PIMLF for administration and developer support. This 10% fee will not reduce the Sponsoring Developers Eligible Reimbursement amount - only the amount of funds each year available for reimbursement to the Sponsoring Developer(s).
5. The Reimbursement Agreement will terminate when the sooner of either occurs: the Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement, or the City has tendered the tenth (10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial term.
6. The City will collect the PIMLF from all entities that connect to and utilize the City's Pressure Irrigation facilities in conformance with adopted City policies. The portion of the PIMLF dedicated for reimbursement to Sponsoring Developers shall be reimbursed annually less the retained ten percent (10%) administration cost. Reimbursement payments, therefore, will be made on an annual basis but limited to the amount of the

PIMLF collected for pressure irrigation reimbursement and, in the proportions as defined below to each Sponsoring Developer.

- 7. The portion of the PIMLF dedicated for reimbursement that is collected annually from Pressure Irrigation connections will be reimbursed and distributed to Sponsoring Developers annually, based on the percent each Sponsoring Developer's initial Eligible Reimbursement amount is to the summed Total Eligible Reimbursement amount of all eligible Sponsoring Developers for that reimbursement year. The Sponsoring Developer's initial Total Eligible Reimbursement will not vary from year-to-year until retired but the Sponsoring Developer's percentage will vary as the combined initial Total Eligible Reimbursement amounts change from year-to-year.

Reimbursements will only be distributed for ten (10) annual payments after final acceptance of the Eligible Facility. Depending on the PIMLF collected within the ten-year Agreement period, and the number of claimants to those Fees, the Eligible Reimbursement amount may or may not be fully reimbursed. Also reimbursement to each Sponsoring Developer will not exceed his/her Total Eligible Reimbursement amount. Reimbursement Agreements or City sponsored projects completed on or before August 31st of one year will become eligible for the first payment of reimbursement funds on September 1st the following year.

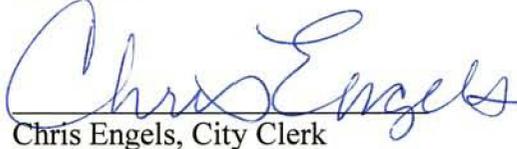
- 8. If in any year a Sponsoring Developer's claim is satisfied with a partial payment, the dedicated portion of the PIMLF for that year shall be reduced by the partial payment and the remainder shall be distributed to the remaining Sponsoring Developers without further consideration of the satisfied claim.

Adopted by the City of Kuna this 3rd day of October 2017.



Joe L. Stear, Mayor

ATTEST:



Chris Engels, City Clerk



EXHIBIT "C"

PRESSURIZED IRRIGATION, SEWER, AND WATER COST RECOVERY SUMMARY

Lugarno Terra Subdivision

oversized utility	total recoverable project cost	annual payment based on 4% interest and 10 annual, equal payments	total estimated interest over life of loan @ 4%	total estimated cost for ten year duration
Pressurized irrigation	\$19,337	\$2,384	\$4,504	\$23,840
sewer	\$58,354	\$7,195	\$13,591	\$71,945
water	\$21,940	\$2,705	\$5,110	\$27,050
<i>total p.i. sewer & water</i>	<i>\$99,631</i>	<i>\$12,284</i>	<i>\$23,205</i>	<i>\$122,836</i>

**RESOLUTION NO. R62-2019
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AND THE CLERK TO ATTEST TO THE WATER REIMBURSEMENT AGREEMENT WITH SELECT DEVELOPMENT AND CONTRACTING LLC, IN THE AMOUNT OF TWENTY-ONE THOUSAND NINE HUNDRED FORTY DOLLARS AND 00/100 (\$21,940.00).

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute and the Clerk is authorized to attest to that certain Agreement titled REIMBURSEMENT AGREEMENT – LUGARNO TERRA SUBDIVISION WATER regarding cost recovery for construction of potable water facilities related to said project and in the amount of twenty-one thousand nine hundred forty dollars and 00/100 (\$21,940.00) by and between the City and Select Development and Contracting LLC; which Agreement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of September, 2019.

APPROVED BY THE ACTING MAYOR of Kuna, Idaho this 3rd day of September, 2019.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

REIMBURSEMENT AGREEMENT
Lugarno Terra Subdivision Water

THIS AGREEMENT made this ____ day of _____ 2019, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and SELECT DEVELOPMENT AND CONTRACTING LLC hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Water System Master Plan to guide the sizing, elevation and location of its municipal Water system facility additions and extensions; and

WHEREAS, on October 3, 2017 City adopted Resolution Number R80-2017 (Exhibit B) outlining the Water Facilities Reimbursement Policy for Water facilities construction conforming to the Kuna Water System Master plan; and

WHEREAS, in implementing the updated Kuna Water System Master Plan, it is the further declared policy of CITY to extend the Kuna City Water System to areas inside the corporate limits of CITY not now served by its Water system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, DEVELOPER did construct a water system to the property known as Lugarno Terra Subdivision, as shown on Exhibit "A", and has requested reimbursement for certain portions of the water system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed:

A. Preparation of Plans. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the regional Water system, shown on Exhibit A, including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said Water system.

B. Construction of Regional Water System.

(1) DEVELOPER did install, construct and erect the Water system and appurtenances as shown on **Exhibit A**, subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the Water system described on **Exhibit A**.

(3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills that the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a Water system as shown on Exhibit A for the amounts shown in Exhibit C, CITY shall reimburse to DEVELOPER twenty-one thousand nine hundred and forty dollars (\$21,940).

D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable fees collected during the audit period.

E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY until such time as reimbursement has been fully paid, whichever comes first.

F. Cost of Water Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the Water system upon and within DEVELOPER'S property not eligible for reimbursement as defined herein, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to Water, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to Water systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or

injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

I. No assignment. Developer shall not assign any portion of this agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of city, which consent shall not be unreasonably withheld.

J. Definition of DEVELOPER’S Property. The term “DEVELOPER’S PROPERTY” in this Agreement shall mean the parcels described on Exhibit A attached hereto.

K. Representations.

(1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.

(2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in **Exhibit A** have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H.

(3) DEVELOPER, as defined above, represents that in constructing and installing the Water system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER’S assigns, or successors in interest to this Agreement.

M. Payment under terms of this agreement is to be made and addressed to: Select Development and Contracting LLC, PO Box 1030, Meridian, ID 83680.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

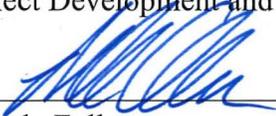
CITY OF KUNA

ATTEST:

Joe L. Stear
MAYOR

Chris Engels
CITY CLERK

Select Development and Contracting LLC

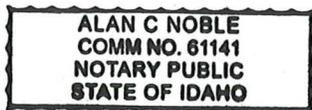


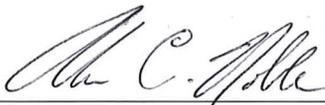
Randy Fullmer
MANAGER

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 20th day of August, 2019, before me, a notary public in and for said state, personally appeared RANDY FULLMER known to be to be the Manager of SELECT DEVELOPMENT AND CONTRACTING LLC, and the person who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same.

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





Notary Public for Idaho
Residing at MERIDIAN, Idaho
My commission expires: 2/21/25

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

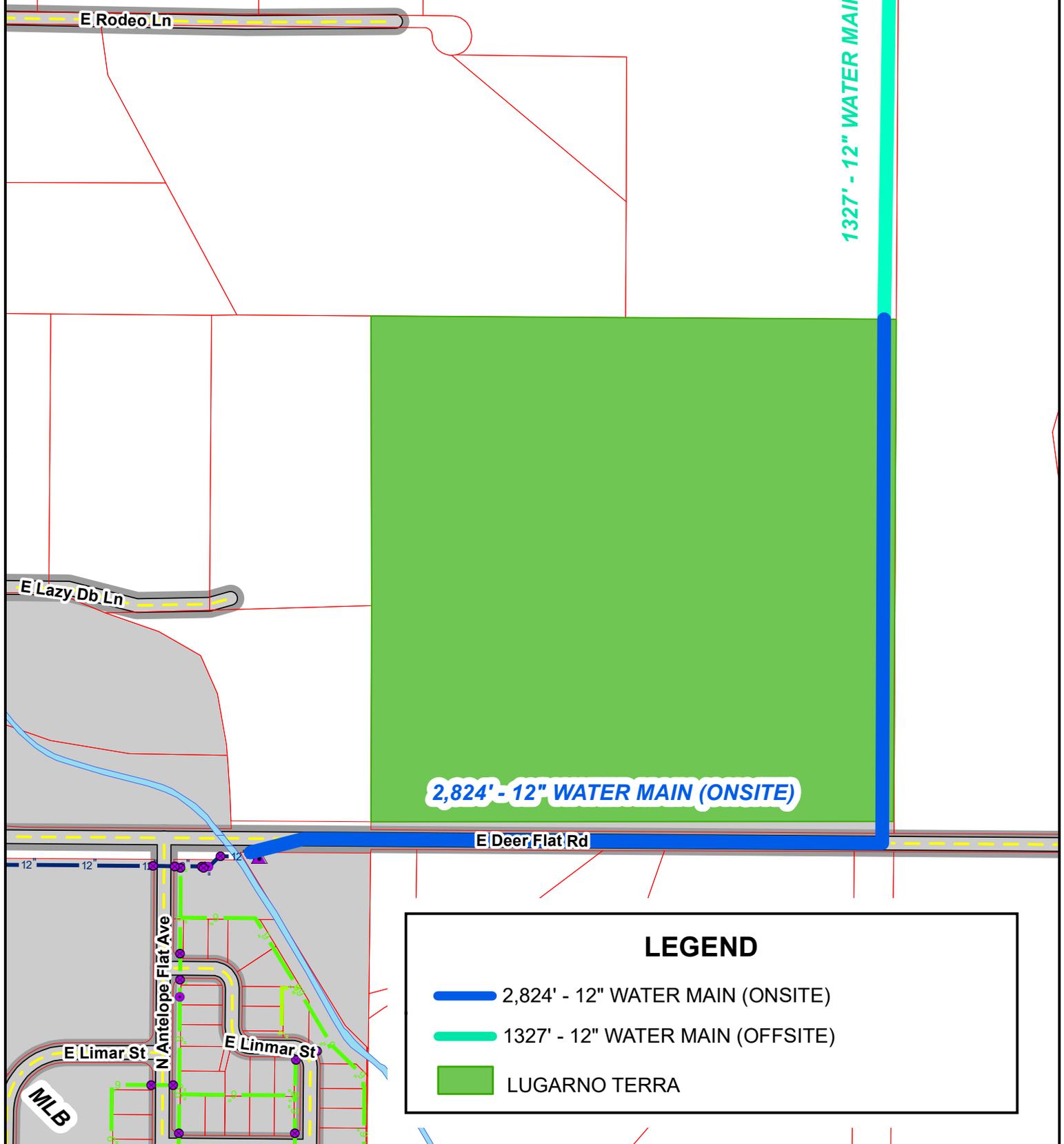
On this _____ day of _____, 2019, before me, the undersigned, personally appeared JOE L. STEAR and CHRIS ENGELS Mayor and City Clerk

respectively of KUNA CITY, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

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

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

EXHIBIT A



LEGEND

- 2,824' - 12" WATER MAIN (ONSITE)
- 1327' - 12" WATER MAIN (OFFSITE)
- LUGARNO TERRA

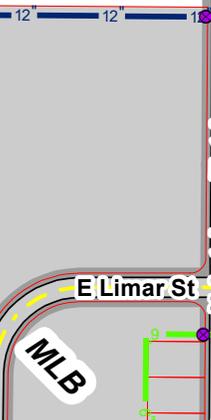


EXHIBIT - B

RESOLUTION NO. R80-2017 CITY OF KUNA, IDAHO

CITY POTABLE WATER FACILITIES REIMBURSEMENT POLICY - 2017

PURPOSE

A resolution of the City of Kuna setting forth a reimbursement policy that provides real property owners, developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developers, a mechanism to seek reimbursement for eligible potable water facilities that exceed the Sponsoring Developer's sewer facilities requirements as provided below. When a Sponsoring Developer, at its own expense and in conformance with the City Water System Master Plan or at the direction of the City, constructs an extension or expansion of the existing potable water system determined by the City to be larger than needed to serve Sponsoring Developer's project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the potable water facilities as described below.

City Water Pipelines are classified as follows:

1. Master Plan Trunk Line (Street Frontage) – A 12-inch diameter, or larger, main line identified in the Master Plan to be part of the major distribution grid and located in or adjacent to the street right-of-way fronting Sponsoring Developer's property. In this policy, frontage lines are treated as on-site lines.
2. Master Plan Trunk Line (On-site) – A 12-inch diameter, or larger, main line identified in the Master Plan to be part of the major distribution grid and located within the Sponsoring Developer's property but not in or adjacent to the street right-of-way fronting Sponsoring Developer's property.
3. Master Plan Trunk Line (Off-site) – An 12-inch diameter, or larger, main line identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
4. Non-Master Plan Line (Off-site) – A main line not identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
5. Distribution Line (On-site) - A main line not identified in the Master Plan to be part of the major distribution grid, located on-site of the Sponsoring Developer's property, and whose principal purpose is to deliver water to the various points of service within the Sponsoring Developer's property.
6. Stub Line (On-site) - A main line located on-site of the Sponsoring Developer's property, connected to any of the main lines on-site and extending to the property boundary,

beyond the last point of delivery for the Sponsoring Developer's property, and whose principal purpose is to deliver water to neighboring properties. A stub line is generally constructed at the direction of the City, is generally 8 inches in diameter or smaller and is not a frontage line or Master Plan line.

A Sponsoring Developer's project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer's discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing city potable water system, a "reasonable duty" to add to, enhance, oversize or extend the existing system within certain limits. This "reasonable duty" is not reimbursable. The construction of on-site or off-site facilities beyond this "reasonable duty" is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

"Reasonable duty" includes expenses incurred by the Sponsoring Developer from examples that follow:

1. **Payment of Connection Fees:** Connection fees are remitted at the time of building permit issuance, or in other circumstances, at the time of connection to the system as defined in city resolutions.
2. **Master Plan Trunk Line (On-Site):** Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger. The Sponsoring Developer's "reasonable duty" for trunk line construction is the length of trunk line needed per development acre, as defined herein.
3. **Master Plan Trunk Line (Off-site):** Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger. The Sponsoring Developer's "reasonable duty" for off-site trunk line construction is the trunk line needed per development acre less the length of trunk line on-site, but not less than zero.
4. **Non-Master Plan Line (Off-site):** Construct the line with a diameter of 8 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an off-site non-master plan main line be replaced with a trunk line, it will be treated as an off-site Master Plan Trunk Line for reimbursement purposes.
5. **Distribution Line (On-site):** Construct the line with a diameter of 6 or 8 inches as directed by the City, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty".

6. Stub Line (On-site): Construct the line with a diameter up to 8 inches as directed by the City, and which is Sponsoring Developer's "reasonable duty".

DEFINITIONS

1. Line Capacity: The water carrying capacity of a pipeline for purposes of this policy is based on pressure drop of 0.0037 psi per foot of line.
2. Nominal Diameter Needed: In terms relevant to this policy, the standard pipe diameter (6", 8", 10", 12" and larger) with sufficient transmission capacity to carry the designated peak demand.
3. Peak Demand: In terms relevant to this policy, the Peak Demand is assumed to be the Peak Hour Demand, inclusive of fire flow demands.
4. Property: For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, "Property" of Sponsoring Developer shall include the present project, future phases of the project, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners, has a property interest. However, once the "trunk line needed" component of the "reasonable duty" has been satisfied for a parcel, it is not imposed again for subsequent cost recovery agreements.
5. Property in the Vicinity: Property adjacent or in the same quarter section as the over-sized pipe line, or in the case of over-sized pipe lines fronting section or quarter-section lines, property in the quarter sections on each side, is considered "in the vicinity". In most instances the City will require that trunk lines are located along section and quarter-section lines as contemplated in the City Master Plan.
6. Trunk Line Needed: Based on characteristics of development in Kuna; relying on the ½ mile trunk line grid in the Master Plan; adding for undeveloped land, waste land and other unconnected properties; adding for parks, common areas and other public properties and deducting for connection fees paid in equivalent feet; it requires an average of 33 lineal feet of trunk line to serve each acre of the remaining connected property.
7. Trunk Line Needed-Amended: For projects also connecting to pressure irrigation and/or sewer, but which do not construct sufficient trunk line in the other facilities to satisfy the "trunk line needed" obligation in those other facilities, shall have the un-satisfied obligation in the other facilities, factored for relative cost, added to the "trunk line needed" obligation for the potable water system.

CONSTRUCTED POTABLE WATER FACILITIES ELIGIBLE FOR REIMBURSEMENT

For potable water facilities to be considered eligible for any reimbursement from the City, the potable water facilities must meet at least one of the following conditions:

1. Off-Site Lines: A potable water main extension that lies off-site the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
2. On-Site Lines: A potable water main extension that lies within the Sponsoring Developer's property (on-site), is beyond the "reasonable duty" of Sponsoring Developer's project; or
3. Off-Site Easements: Off-site easements required for construction of the above described eligible off-site potable water facilities; or
4. Off-Site Engineering: Engineering services for off-site eligible potable water facilities up to a maximum of 7 percent (7%) of the construction cost of said potable water facilities; or
5. Supply Facilities: Any new potable water supply facilities, as distinguished from transmission facilities, whether completely new facilities or facility upgrades. The facility's costs may include wells, pumps and controls, standby power, storage tanks, booster station, SCADA controls and any other potable water supply facilities approved by the City. Potable water supply facilities will be reimbursed from the potable water Supply portion of Connection Fees using similar distribution methodology described herein; or
6. City Construction: When the City constructs extensions or replacements of potable water lines of any diameter using City funds, the City constructed potable water facilities will be eligible for reimbursement to the City as a Sponsoring Developer and in the manner noted herein.

REIMBURSEMENT CONDITIONS

To be eligible for reimbursement, the Sponsoring Developer must, unless otherwise approved by the City, do the following:

1. Sponsoring Developer's project must be annexed into the City; and
2. Design the potable water facilities in accordance with the City's potable water master plan; and
3. Receive at least three bids for the potable water construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive preliminary plat, special use permit or building permit approval from or complete a municipal service agreement with the City for the development being served by the potable water facilities; and

5. Construct the potable water facilities in accordance with the City approved plans and specifications including all lines and diameters directed by the City; and
6. Lawfully dedicate the potable water system facilities and any necessary easements to the City.

AMOUNT OF REIMBURSEMENT

1. *Off-Site Potable Water Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible off-site potable water extensions beyond the “reasonable duty” shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the nominal diameter needed by the Sponsoring Developer’s project to 75% of the capacity of the diameter provided.
2. *On-Site Potable Water Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible on-site potable water pipelines beyond the size of the “reasonable duty”, shall be based upon an amount computed as the difference between the cost to design and construct the pipe size of the “reasonable duty” and the cost to design and construct the pipe size provided.
3. *Interest:* Interest shall accrue on the Sponsoring Developer’s remaining Eligible Reimbursement principal amount, as determined by items 1 through 2 above, at the simple rate of four percent (4%) per annum for a period of up to ten (10) years. The agreement shall have the amortization chart attached as an exhibit.

FINANCING POTABLE WATER FACILITIES

The City will generate revenue for financing water facilities reimbursement agreements by assessing each equivalent dwelling unit (EDU) a Water Main Line Fee (WMLF) at or before issuance of a building permit. The amount of this WMLF will be established by City Council resolution. The City will review the WMLF amount each year and may make adjustments annually as deemed necessary to cover water main line reimbursement costs

REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

1. A reimbursement agreement entered into between the City and the sponsoring Developer is a requirement for receiving reimbursement and shall provide the Sponsoring Developers the opportunity to receive a maximum of ten (10) consecutive annual reimbursement payments. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of the project.
2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual

payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the “reasonable duty” defined herein. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.

3. No reimbursement agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
4. The City will retain 10% of the collected WMLF for administration and developer support. This 10% fee will not reduce the Sponsoring Developer’s eligible reimbursement dollar amount, only the amount of funds available each year for reimbursement to the Sponsoring Developer(s).
5. The Reimbursement Agreement will terminate when the sooner of either occurs: the Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement or the City has tendered the tenth (10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial term.
6. The City will collect WMLF from all entities that connect to and utilize the City’s water facilities in conformance with adopted city policies. The portion of the WMLF dedicated for reimbursement to Sponsoring Developers shall be reimbursed annually less the retained ten percent (10%) administration cost. Reimbursement payments, therefore, will be made on an annual basis only up to the amount of the WMLF collected for water reimbursement and, in the proportions as defined below, to each Sponsoring Developer.
7. The portion of the WMLF dedicated for reimbursement that is collected annually will be reimbursed and distributed to Sponsoring Developers annually, based on the percent of each Sponsoring Developer’s initial Total Eligible Reimbursement amount compared to the combined initial Total Eligible Reimbursement amounts of all Developer Sponsored Eligible Facilities for that reimbursement year. The Sponsoring Developer’s initial Total Eligible Reimbursement will not vary from year-to-year until retired but the Sponsoring Developer’s percentage will vary as the combined initial Total Eligible Reimbursement amounts change from year-to-year.

Reimbursements will only be distributed for ten (10) annual payments after final acceptance of the Eligible Facility. Depending on the WMLF collected within the ten-year period, the Total Eligible Cost may or may not be reimbursed. Also, reimbursement to each Sponsoring Developer will not exceed his/her Total Eligible Reimbursement amount. Eligible Facilities completed on or before August 31st will first become eligible for the first payment of reimbursement funds on September 1st the following year.

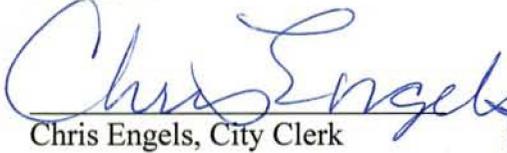
8. If in any year a Sponsoring Developer’s claim is satisfied with a partial payment, the dedicated portion of the WMLF for that year shall be reduced by the partial payment and the remainder shall be distributed to the remaining Sponsoring Developers without further consideration of the satisfied claim.

Adopted by the City of Kuna this 3rd day of October 2017.



Joe L. Stear, Mayor

ATTEST:



Chris Engels, City Clerk



EXHIBIT "C"
WATER REIMBURSEMENT
Lugarno Terra

ITEM	DESCRIPTION	QTY	UNIT PRICE ¹	% RECOVERY	TOTAL
1	12" water trunk line off site	1327.85	\$9.00	40.74	\$4,869
2	12" water trunk line on site (frontage)	2824.74	\$9.00	100.00	\$25,423
3	12" water G.V. - on site (frontage)	6	\$600.00	100.00	\$3,600
	<i>SUB TOTAL</i>				\$33,891
	Less reasonable duty water	1327.92	\$9.00	100	\$11,951
	<i>reimbursement amount</i>				\$21,940

Notes

¹ unit price is net price subtracting nominal size cost from cost for size installed. Costs are the low of three bids.

EXHIBIT "C"

PRESSURIZED IRRIGATION, SEWER, AND WATER COST RECOVERY SUMMARY

Lugarno Terra Subdivision

oversized utility	total recoverable project cost	annual payment based on 4% interest and 10 annual, equal payments	total estimated interest over life of loan @ 4%	total estimated cost for ten year duration
Pressurized irrigation	\$19,337	\$2,384	\$4,504	\$23,840
sewer	\$58,354	\$7,195	\$13,591	\$71,945
water	\$21,940	\$2,705	\$5,110	\$27,050
<i>total p.i. sewer & water</i>	<i>\$99,631</i>	<i>\$12,284</i>	<i>\$23,205</i>	<i>\$122,836</i>

**RESOLUTION NO. R63-2019
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AND THE CLERK TO ATTEST TO THE SEWER LINE REIMBURSEMENT AGREEMENT WITH SELECT DEVELOPMENT AND CONTRACTING LLC, IN THE AMOUNT OF FIFTY-EIGHT THOUSAND THREE HUNDRED FIFTY-THREE DOLLARS AND 96/100 (\$58,353.96).

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute and the Clerk is authorized to attest to that certain Agreement titled REIMBURSEMENT AGREEMENT – LUGARNO TERRA SUBDIVISION SEWER LINE regarding cost recovery for construction of sewer facilities related to said project and in the amount of fifty-eight thousand three hundred fifty-three dollars and 96/100 (\$58,353.96) by and between the City and Select Development and Contracting LLC; which Agreement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of September, 2019.

APPROVED BY THE ACTING MAYOR of Kuna, Idaho this 3rd day of September, 2019.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

REIMBURSEMENT AGREEMENT
Lugarno Terra Subdivision Sewer

THIS AGREEMENT made this ____ day of _____ 2019, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and SELECT DEVELOPMENT AND CONTRACTING LLC hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Sewer System Master Plan to guide the sizing, elevation and location of its municipal Sewer system facility additions and extensions; and

WHEREAS, on October 3, 2017 City adopted Resolution Number R79-2017 (Exhibit B) outlining the Sewer Facilities Reimbursement Policy for Sewer facilities construction conforming to the Kuna Sewer System Master plan; and

WHEREAS, in implementing the updated Kuna Sewer System Master Plan, it is the further declared policy of CITY to extend the Kuna City Sewer System to areas inside the corporate limits of CITY not now served by its Sewer system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, DEVELOPER did construct a sewer system to the property known as Lugarno Terra Subdivision, as shown on Exhibit "A", and has requested reimbursement for certain portions of the sewer system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed:

A. Preparation of Plans. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the regional Sewer system, shown on Exhibit A, including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said Sewer system.

B. Construction of Regional Sewer System.

(1) DEVELOPER did install, construct and erect the Sewer system and appurtenances as shown on **Exhibit A**, subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the Sewer system described on **Exhibit A**.

(3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills that the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a Sewer system as shown on Exhibit A for the amounts shown in Exhibit C, CITY shall reimburse to DEVELOPER fifty-eight thousand three hundred fifty-three dollars and ninety-six cents (\$58,353.96).

D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable fees collected during the audit period.

E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY until such time as reimbursement has been fully paid, whichever comes first.

F. Cost of Sewer Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the Sewer system upon and within DEVELOPER'S property not eligible for reimbursement as defined herein, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to Sewer, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to Sewer systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or

injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

I. No assignment. Developer shall not assign any portion of this agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of city, which consent shall not be unreasonably withheld.

J. Definition of DEVELOPER’S Property. The term “DEVELOPER’S PROPERTY” in this Agreement shall mean the parcels described on Exhibit A attached hereto.

K. Representations.

(1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.

(2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in **Exhibit A** have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H.

(3) DEVELOPER, as defined above, represents that in constructing and installing the Sewer system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER’S assigns, or successors in interest to this Agreement.

M. Payment under terms of this agreement is to be made and addressed to: Select Development and Contracting LLC, PO Box 1030, Meridian, ID 83680.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

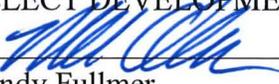
CITY OF KUNA

ATTEST:

Joe L. Stear
MAYOR

Chris Engels
CITY CLERK

SELECT DEVELOPMENT AND CONTRACTING LLC

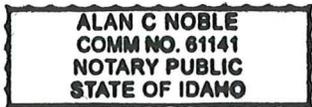


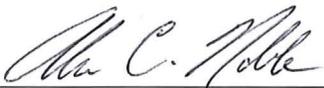
Randy Fullmer
MANAGER

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 20th day of August, 2019, before me, a notary public in and for said state, personally appeared RANDY FULLMER known to be to be the Manager of SELECT DEVELOPMENT AND CONTRACTING LLC, and the person who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same.

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





Notary Public for Idaho
Residing at MERIDIAN, Idaho
My commission expires: 2/21/25

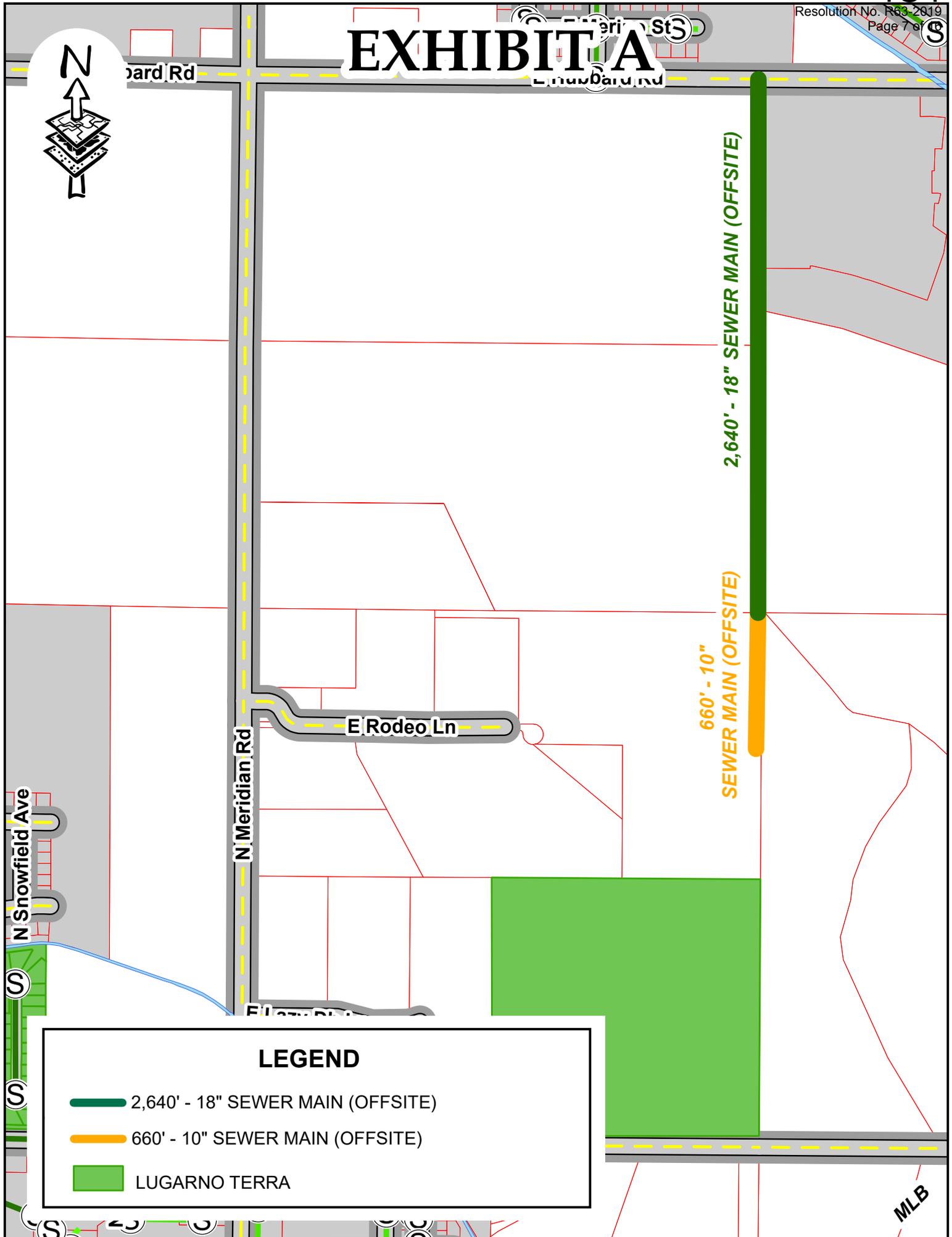
STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2019 , before me, the undersigned, personally appeared JOE L. STEAR and CHRIS ENGELS Mayor and City Clerk respectively of KUNA CITY, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

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

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

EXHIBIT A



LEGEND

-  2,640' - 18" SEWER MAIN (OFFSITE)
-  660' - 10" SEWER MAIN (OFFSITE)
-  LUGARNO TERRA

MLB

EXHIBIT - B

RESOLUTION NO. R79-2017 CITY OF KUNA, IDAHO

CITY SEWER FACILITIES REIMBURSEMENT POLICY – 2017

PURPOSE

A resolution of the City of Kuna setting forth a reimbursement policy that provides real property owners, developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developers, a mechanism to seek reimbursement for eligible sewer facilities that exceed the Sponsoring Developer's sewer facilities requirements as provided below. When a Sponsoring Developer, at its own expense and in conformance with the City Sewer System Master Plan or at the direction of the City, constructs an extension of the existing sewer system or constructs oversized sewer facilities determined by the City to be larger than needed to serve the Sponsoring Developer's project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the sewer facilities as described below.

City Sewer Collection Pipelines are classified as follows:

1. Master Plan Interceptor Line (Street Frontage) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and located in or adjacent to the street right-of-way fronting Sponsoring Developer's property. In this policy, frontage lines are treated as on-site lines.
2. Master Plan Interceptor Line (On-site) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and located within the Sponsoring Developer's property including lines in or adjacent to the street right-of-way fronting Sponsoring Developer's property.
3. Master Plan Interceptor Line (Off-site) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
4. Non-Master Plan Collection Line (On-site) - A sewer collection main not identified in the Master Plan to be part of the major sewer collection network, located on-site of the Sponsoring Developer's property, and whose principal purpose is to collect waste water from the various points of service within the Sponsoring Developer's property.
5. Non-Master Plan Collection Line (Off-site) – A sewer collection main not identified in the Master Plan to be part of the major sewer collection network and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.

6. Stub Line (On-site) - A sewer collection main located on-site of the Sponsoring Developer's property, connected to any of the sewer collection mains on-site and extending to the property boundary, beyond the last point of collection for the Sponsoring Developer's property, and whose principal purpose is to collect waste water from neighboring properties. A stub line is generally constructed at the direction of the City, is generally 8 or 10 inches in diameter and is not a frontage line or Master Plan Interceptor line.

A Sponsoring Developer's project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer's discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing city sewer system, a "reasonable duty" to add to, enhance, oversize or extend the existing system within certain limits. This "reasonable duty" is not reimbursable. The construction of on-site or off-site facilities beyond this "reasonable duty" is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

"Reasonable duty" includes expenses incurred by the Sponsoring Developer from examples that follow:

1. Payment of Connection Fees: Connection fees are remitted at the time of building permit issuance, or in other circumstances, at the time of connection to the system as defined in city resolutions.
2. Master Plan Interceptor Line (On-Site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, at the depth and slope implied in the Master Plan. The Sponsoring Developer's "reasonable duty" for interceptor line construction is the length of interceptor line needed per development acre, as defined herein.
3. Master Plan Interceptor Line (Off-site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, at the depth and slope implied in the Master Plan. The Sponsoring Developer's "reasonable duty" for off-site interceptor line construction is the interceptor line needed per development acre less the length of interceptor line on-site, but not less than zero.
4. Non-Master Plan Collection Line (On-site): Construct the line with a diameter of 8 inches as directed by the City, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an on-site non-master plan main line be replaced with a line larger than the "reasonable duty", it will be treated as an On-Site Gravity Sewer Facility for reimbursement purposes.

5. Non-Master Plan Collection Line (Off-site): Construct the line with a diameter of 8 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an off-site non-master plan main line be replaced with a line larger than the "reasonable duty", it will be treated as an Off-Site Gravity Sewer Facility for reimbursement purposes.
6. Stub Line (On-site): Construct the line with a diameter of 8 or 10 inches and at the depth and slope as directed by the City, and which is Sponsoring Developer's "reasonable duty".

DEFINITIONS

1. Interceptor Line Needed: Based on characteristics of development in Kuna; relying on the major sewer collection network defined in the Master Plan; adding for undeveloped land, waste land and other unconnected properties; adding for parks, common areas, right-of-way and other public properties and deducting for connection fees paid in equivalent feet; it requires a net 20 lineal feet of interceptor line per acre to serve the gross acreage of Sponsoring Developer's project.
2. Interceptor Line Needed-Amended: For projects also connecting to pressure irrigation and/or potable water, but which do not construct sufficient trunk line in the other facilities to satisfy the "trunk line needed" obligation in those other facilities, shall have the un-satisfied obligation in the other facilities, factored for relative cost, added to the "interceptor line needed" obligation for the sewer collection system.
3. Line Capacity: The water carrying capacity of a pipeline for purposes of this policy is assumed to be 75% of the discharge computed by Manning's Equation at the minimum slope allowed per the "Ten States Standards". The City Engineer shall maintain a standard chart of pipe capacities.
4. Nominal Diameter Needed: In terms relevant to this policy, the minimum standard pipe diameter (8", 10", 12", 15" and larger) with sufficient transmission capacity to carry the Sponsoring Developer's designated peak discharge.
5. Peak Discharge: In terms relevant to this policy, the Peak Discharge is assumed to be the Average Discharge multiplied by the peaking factor of the City Engineer's standard chart.
6. Property: For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, "Property" of Sponsoring Developer shall include the present project, future phases of the project, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners, has a property interest. However, once the "interceptor line needed" component of the "reasonable duty" has been satisfied for a parcel, it is not imposed again for subsequent cost recovery agreements.

7. **Property in the Vicinity:** Property in the same quarter section as the over-sized pipe line, or in the case of over-sized pipe lines fronting section or quarter-section lines, property in the quarter sections on each side, is considered “in the vicinity”. In most instances the City will require that interceptor lines are located as contemplated in the City Master Plan.
8. **Very Large Interceptor Lines:** Interceptor lines larger than a diameter of 15-inches and larger than the nominal diameter needed. In calculating relative cost factor, the ratio of cost per foot for water or pressure irrigation trunk lines to the cost per foot for the minimum diameter of very large interceptor lines shall be used.

CONSTRUCTED SEWER FACILITIES ELIGIBLE FOR REIMBURSEMENT

For sewer facilities to be considered eligible for any reimbursement from the City, the sewer facilities must meet at least one of the following conditions:

1. **Off-Site Lines:** A sewer collection main extension that lies off-site of the Sponsoring Developer’s property and is beyond the “reasonable duty” of Sponsoring Developer’s project; or
2. **On-Site Lines:** A sewer collection main extension that lies within the Sponsoring Developer’s property and is beyond the “reasonable duty” of Sponsoring Developer’s project; or
3. **Deep On-Site Lines:** A sewer collection main extension located within the Sponsoring Developer’s property, not larger than the minimum nominal diameter needed to serve Sponsoring Developer’s project, but required by the City to be deeper than 10-feet and deeper than the depth required to serve Sponsoring Developer’s property. The eligible cost for this item may include trench excavation, backfill and rock excavation for the portion of excavation deeper than 10-feet and deeper than the depth required to serve the Sponsoring Developer’s property. Depth of the sewer pipe will be determined from pre-developed ground elevation to the invert elevation of the sewer pipe; or
4. **Large On-Site Lines:** A sewer main 18 inches in diameter or larger, and larger than needed to serve the Sponsoring Developer’s property, may be considered for additional eligible excavation and backfill costs (primarily based on added width of excavation and backfill) not covered under items 2 and 3 above; or
5. **Lift Stations:** Permanent sewage lift stations required by the City, together with required force mains, and sized to serve areas in addition to Sponsoring Developer’s property. Temporary lift stations and/or force mains are not eligible for reimbursement from the City; or
6. **Off-Site Easements:** Off-site easements required for construction of the above described sewer facilities may also be eligible for reimbursement; or

7. **Off-Site Engineering:** Engineering services for off-site eligible sewer facilities up to a maximum of 7 percent (7%) of the construction cost of said sewer facilities; or
8. **City Construction:** When the City constructs sewer collection mains, sewer lift stations and/or force mains using City funds, the City constructed sewer facilities will be eligible for reimbursement to the City as a Sponsoring Developer and in the manner noted herein.

REIMBURSEMENT CONDITIONS

To be eligible for reimbursement, the Sponsoring Developer must, unless otherwise approved by the City, do the following:

1. Sponsoring Developer's project must be annexed into the City; and
2. Design the sewer facilities in accordance with the City's sewer master plan; and
3. Receive at least three bids for the sewer construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive preliminary plat, special use permit or building permit approval from or complete a municipal service agreement with the City for the development being served by the sewer facilities; and
5. Construct the sewer facilities in accordance with the City approved plans and specifications including all lines, diameters and depths directed by the City; and
6. Lawfully dedicate the sewer system facilities and any necessary easements to the City.

AMOUNT OF REIMBURSEMENT

1. *Off-Site Gravity Sewer Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible off-site sewer collection main extensions beyond the "reasonable duty" shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the nominal diameter needed by the Sponsoring Developer's project to 75% of the capacity of the diameter provided.
2. *On-Site Gravity Sewer Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible on-site sewer collection main extensions beyond the size and/or depth of the "reasonable duty", shall be based upon an amount computed as the difference between the cost to design and construct the pipe size of the "reasonable duty" and the cost to design and construct the pipe size provided.
3. *Permanent Lift Stations and Force Mains:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible lift stations and force mains beyond

the “reasonable duty” shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the “reasonable duty” of the Sponsoring Developer’s project to 75% of the capacity of the facility provided.

4. *Interest:* Interest shall accrue on the Sponsoring Developer’s remaining Eligible Reimbursement principal amount, as determined by items 1 through 2 above, at the simple rate of four percent (4%) per annum for a period of up to ten (10) years. The agreement shall have the amortization chart attached as an exhibit.

FINANCING SEWER FACILITIES

The City will generate revenue for financing sewer facilities reimbursement agreements by assessing each equivalent dwelling unit (EDU) a Sewer Interceptor Fee (SIF) at or before issuance of a building permit. The amount of this SIF per EDU will be established by City Council resolution. The City will review the SIF amount each year and may make adjustments annually as deemed necessary to cover sewer facility reimbursement costs.

REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

1. A Reimbursement Agreement entered into between the City and the Sponsoring Developer is a requirement for receiving reimbursement and shall provide Sponsoring Developers the opportunity to receive up to a maximum of ten (10) consecutive annual reimbursement payments. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of the project.
2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the “reasonable duty” defined herein. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.
3. No Reimbursement Agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
4. The City will retain 10% of the collected SIF for administration and developer support. This 10% fee will not reduce the Sponsoring Developers eligible reimbursement dollar amount - only the amount of funds each year available for reimbursement to the Sponsoring Developer(s).
5. The Reimbursement Agreement will terminate when the sooner of either occurs: the Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement, or the City has tendered the tenth

(10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial term.

6. The City will collect SIF from all entities that connect to and utilize the City's sewer facilities in conformance with adopted City policies. The portion of the SIF dedicated for reimbursement to Sponsoring Developers shall be reimbursed annually less the retained ten percent (10%) administration cost. Reimbursement payments, therefore, will be made on an annual basis only up to the amount of the SIF collected for sewer reimbursement and, in the proportions as defined below to each Sponsoring Developer.
7. The portion of the SIF dedicated for reimbursement that is collected annually will be reimbursed and distributed to Sponsoring Developers annually, based on the percent of each Sponsoring Developer's initial Total Eligible Reimbursement amount is to the combined initial Total Eligible Reimbursement amount of all Developer Sponsored Eligible Facilities for that reimbursement year. The Sponsoring Developer's initial Total Eligible Reimbursement will not vary from year-to-year until retired but the Sponsoring Developer's percentage will vary as the combined initial Total Eligible Reimbursement amounts change from year-to-year.

Reimbursements will only be distributed for ten (10) annual payments after final acceptance of the Eligible Facility. Depending on the SIF collected within the ten-year period, the Total Eligible Cost may or may not be reimbursed. Also reimbursement to each Sponsoring Developer will not exceed his/her Total Eligible Reimbursement amount. Eligible Facilities completed on or before August 31st will first become eligible for reimbursement funds on or after September 1st the following year.

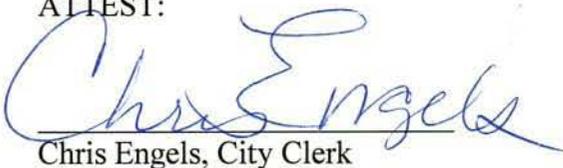
8. If in any year a Sponsoring Developer's claim is satisfied with a partial payment, the dedicated portion of the SIF for that year shall be reduced by the partial payment and the remainder shall be distributed to the remaining Sponsoring Developers without further consideration of the satisfied claim.

Adopted by the City of Kuna this 3rd day of October 2017.



Joe L. Stear, Mayor

ATTEST:



Chris Engels, City Clerk



EXHIBIT "C"
SEWER REIMBURSEMENT
Lugarno Terra

ITEM	DESCRIPTION	QTY	UNIT PRICE ¹	% RECOVERY	TOTAL
1	18" Sewer trunk line off site	2640	\$23.00	73.66	\$44,726.35
2	10" sewer trunk line off site	660	\$9.00	14.66	\$870.80
3	Rock ex	250	\$80.00	100	\$20,000.00
	<i>SUB TOTAL</i>				\$65,597.16
	Less reasonable duty sewer	805	\$9.00	100	\$7,243.20
	<i>reimbursement amount</i>				\$58,353.96

Notes

¹ unit price is net price subtracting nominal size cost from cost for size installed. Costs are the low of three bids.

EXHIBIT "C"

PRESSURIZED IRRIGATION, SEWER, AND WATER COST RECOVERY SUMMARY

Lugarno Terra Subdivision

oversized utility	total recoverable project cost	annual payment based on 4% interest and 10 annual, equal payments	total estimated interest over life of loan @ 4%	total estimated cost for ten year duration
Pressurized irrigation	\$19,337	\$2,384	\$4,504	\$23,840
sewer	\$58,354	\$7,195	\$13,591	\$71,945
water	\$21,940	\$2,705	\$5,110	\$27,050
<i>total p.i. sewer & water</i>	<i>\$99,631</i>	<i>\$12,284</i>	<i>\$23,205</i>	<i>\$122,836</i>

**RESOLUTION NO. R66-2019
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE DEED OF PUBLIC UTILITIES EASEMENTS GRANT AND CONVEYANCE OF UTILITY PIPELINES AND GRANTEE ACCEPTANCE FROM VIPER INVESTMENTS, LLC.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the DEED OF PUBLIC UTILITIES EASEMENTS GRANT AND CONVEYANCE OF UTILITY PIPELINES AND GRANTEE ACCEPTANCE from Viper Investments, LLC, attached hereto as EXHIBIT A.

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of September, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of September, 2019.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

After recording, return to:

Chris Engels, City Clerk
City of Kuna
751 W. 4th Street
P.O. Box 13
Kuna, Idaho 83634

Above space for recording

**DEED OF PUBLIC UTILITIES EASEMENTS,
GRANT AND CONVEYANCE OF UTILITY PIPELINES
and GRANTEE ACCEPTANCE**

[Silver Trail Subdivision No. 5: Easements 1 & 2]

PARTIES:

Viper Investments, LLC , an Idaho limited liability company	<i>Grantor</i>	1977 E. Overland Rd. Meridian, ID 83642
City of Kuna , an Idaho municipal corporation	<i>Grantee</i>	P.O. Box 13 Kuna, Idaho 83634

This DEED OF PUBLIC UTILITIES EASEMENTS, GRANT AND CONVEYANCE OF UTILITY PIPELINES and GRANTEE ACCEPTANCE made, effective as of the date of the Parties' signatures hereon, by and between VIPER INVESTMENTS, LLC, an Idaho limited liability company, Grantor (hereinafter referred to as "Grantor"), whose address is 1977 E. Overland Rd., Meridian, ID 83642, and the CITY OF KUNA, an Idaho municipal corporation, Grantee (hereinafter referred to as "Grantee"), whose address is P.O. Box 13, Kuna, Idaho 83634.

**SECTION I
DEFINITIONS**

For all purposes of this *Deed of Public Utilities Easements, Grant and Conveyance of Utility Pipelines and Grantee Acceptance*, the following terms in **bold** shall have the meaning herein provided unless the context of the term clearly requires otherwise as follows:

- 1.1 **Deed of Easement:** means and refers to this *Deed of Public Utilities Easements, Grant and Conveyance of Utility Pipelines and Grantee Acceptance*.
- 1.2 **Grantee:** means and refers to CITY OF KUNA, an Idaho municipal corporation, whose address is P.O. Box 13, Kuna, Idaho 83634, and Grantee Party to this Deed of Easements.
- 1.3 **Grantor:** means and refers to VIPER INVESTMENTS, LLC, an Idaho limited liability company, whose address is 1977 E. Overland Rd., Meridian, ID 83642, and Grantor Party to this Deed of Easements.
- 1.4 **Parties:** means and refers to the Grantor and the Grantee to this Deed of Easements.
- 1.5 **Public Utility Easement:** means and refers to a perpetual easement within the Real Property for access, construction, maintenance, operation and replacement of the Utility Pipelines and Grantee's municipal utilities, including potable water pipelines, pressure irrigation pipelines and sewer pipelines together with the right of ingress and egress on the Real Property for the purpose of constructing, operating, and maintaining potable water pipelines, pressure irrigation pipelines and sewer pipelines and the necessary appurtenances thereto.
- 1.6 **Real Property:** means that certain real property more particularly described in Exhibit A attached hereto and by this reference incorporated herein as if set forth at length.
- 1.7 **Utility Pipelines:** means and refers to PVC pipeline sized as needed for the project of pressurized irrigation, sanitary sewer and/or potable water.

SECTION II
RECITALS

The parties recite and declare:

- 2.1 Grantor is the owner of the Real Property and the Utility Pipelines; and
- 2.2 The Grantee has the authority and the right to acquire easement rights and constructed and installed Utility Pipelines for its public utility systems inclusive of potable water, irrigation water and sewer; and
- 2.3 The Grantor is in the process of subdividing real property which will be served by the Utility Pipelines; and
- 2.4 The Utility Pipelines have been installed and constructed [to Grantee standards] not within the subdividing real property, but within the Real Property; and
- 2.5 The Utility Pipelines are herein granted and conveyed by the Grantor to the Grantee for

perpetual ownership and maintenance for public utility services inclusive of the subdividing real property; and

- 2.6 It is necessary that the Grantor grant and convey the Public Utility Easements, the Utility Pipelines to the Grantee for the Grantee's acceptance in order for and in consideration of the City accepting the Utility Pipelines for perpetual ownership, use and maintenance in order to provide public utilities services to the subdividing real property; and
- 2.7 The Grantor is willing to grant and convey and assign to the Grantee and the Grantee is willing to accept the Utility Pipelines, the Public Utility Easements subject to the conditions as stated herein in this Deed of Easements.

In consideration of the mutual covenants contained in this Deed of Easements, the Parties agree as follows:

SECTION III
GRANT OF PUBLIC UTILITY EASEMENTS and UTILITY PIPELINES

- 3.1 Grantor does hereby grant, convey and release unto the Grantee, and or its assigns as hereinafter provided for, from the effective date hereof, the Public Utility Easements and the Utility Pipelines; and
- 3.2 Grantor does hereby assign and transfer to Grantee all of its Utility Pipelines Consentee rights to the Consent to Use Agreement.

SECTION IV
PUBLIC UTILITY EASEMENT CONDITIONS

- 4.1 The Public Utility Easements are granted and conveyed subject to the following conditions:
 - 4.1.1 The Public Utility Easements are reserved for the utility purposes herein set forth and no structures other than those for utility purposes are to be erected within the limits of said Public Utility Easements.
 - 4.1.2 The Parties recognize that the Public Utility Easements may have other utilities and right-of-way placed within the Public Utility Easements at locations which do not unreasonably interfere with the Grantee's use and enjoyment of the Public Utility Easements and which shall be reviewed for approval by the Grantee as part of a platting process.
 - 4.1.3 The Grantee, or its assigns, shall have the right at any time to access said improvements to perform any necessary maintenance, repair or replacement, and

to cut, trim, and clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, or maintenance of Grantees utilities within the Public Utility Easements.

- 4.1.4 In exercising the Public Utility Easement rights granted and conveyed herein, the Grantee, or its assigns, will not unreasonably interfere with the normal use of the real property within which it lies and will, at its sole cost and expense and with due diligence, restore the real property within which it lies to its original or better condition following any use of the Public Utility Easements either for construction, repair, maintenance, and/or replacement of said facilities and appurtenances thereto.

SECTION V

ACCEPTANCE OF GRANT OF PUBLIC UTILITY EASEMENTS AND UTILITY PIPELINES

- 5.1 The Grantee does hereby accept the grant and conveyance from the Grantor of the Public Utility Easements and Utility Pipelines subject to the terms and conditions of this Deed of Easements.

SECTION VI

PUBLIC UTILITY EASEMENTS SUBJECT TO LAW OF VACATION

- 6.1 Any transfer by the Grantee of this grant and conveyance of these Public Utility Easements are subject to the laws of the state of Idaho governing the vacation of city easements currently codified at Idaho Code Section 50-1325.

IN WITNESS WHEREOF, this Deed Easements have been executed on the _____ day of _____, 2019, with the intent that it shall be recorded in the office of the recorder of the County of Ada, state of Idaho.

Grantor:
VIPER INVESTMENTS, LLC

By: _____
Corey D. Barton, *President*



B & A Engineers, Inc.
Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Phone: 208-343-3381 Facsimile 208-342-5792



**Silvertrail Subdivision No. 5
Pressure Irrigation Easement Description**

July 25, 2019

A portion of Lot 68, Block 1 of Danskin Ridge Subdivision No. 6 as shown in Book 103 of Plats at Pages 13739 through 13741, records of Ada County, Idaho, and adjoining land situate in the southwest quarter of the northeast quarter of Section 11, 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 11; thence $N00^{\circ}36'21''E$, 2,416.83 feet along the westerly boundary of the southwest quarter of said Section 11 and along the centerline of South Ten Mile Road to a point which bears $S00^{\circ}36'21''W$, 240.72 feet from the west quarter corner of said Section 11; thence $S89^{\circ}27'25''E$, 1,317.32 feet along a random line to the southwesterly corner of said Lot 68 and to the southwest corner of Silvertrail Subdivision No. 3, as shown in Book 115 of Plats at Pages 17157 through 17159, records of Ada County, Idaho; thence continuing $S89^{\circ}27'25''E$, 901.52 feet along the southerly boundary of said Silver Trail Subdivision No. 3 to the southeast corner of said Silvertrail Subdivision No. 3; thence $N00^{\circ}06'56''W$, 246.51 feet along the easterly boundary of said Silvertrail Subdivision No. 3; thence $N11^{\circ}48'42''E$, 94.00 feet along the easterly boundary of said Silvertrail Subdivision No. 3; thence $S78^{\circ}11'18''E$, 105.72 feet; thence 52.44 feet along a tangent curve deflecting to the left having a radius of 203.00 feet, a central angle of $14^{\circ}31'05''$, a long chord bearing of $S85^{\circ}26'50''E$, and a long chord distance of 51.30 feet; thence $N87^{\circ}17'37''E$, 45.83 feet to the **Point of Beginning**:

Thence $N87^{\circ}17'37''E$, 171.13 feet;

Thence 24.39 feet along a non-tangent curve deflecting to the right having a radius of 202.50 feet, a central angle of $13^{\circ}38'00''$, a long chord bearing of $S64^{\circ}25'24''W$, and a long chord distance of 24.33 feet;

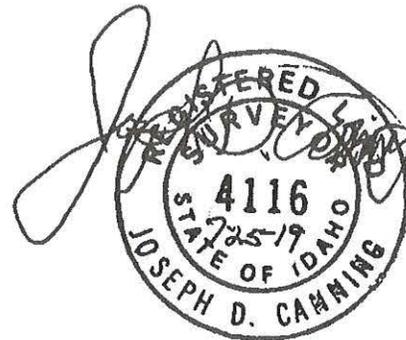
Thence 85.66 feet along a tangent curve deflecting to the right, having a radius of 282.50 feet, a central angle of $17^{\circ}22'26''$, a long chord bearing of $S79^{\circ}55'37''W$, and a long chord distance of 85.34 feet;

Thence 34.56 feet along a tangent curve deflecting to the left, having a radius of 1,500.00 feet, a central angle of $01^{\circ}19'13''$, a long chord bearing of $S87^{\circ}57'14''W$, and a long chord distance of 34.56 feet;

Thence $S87^{\circ}17'37''W$, 28.15 feet;

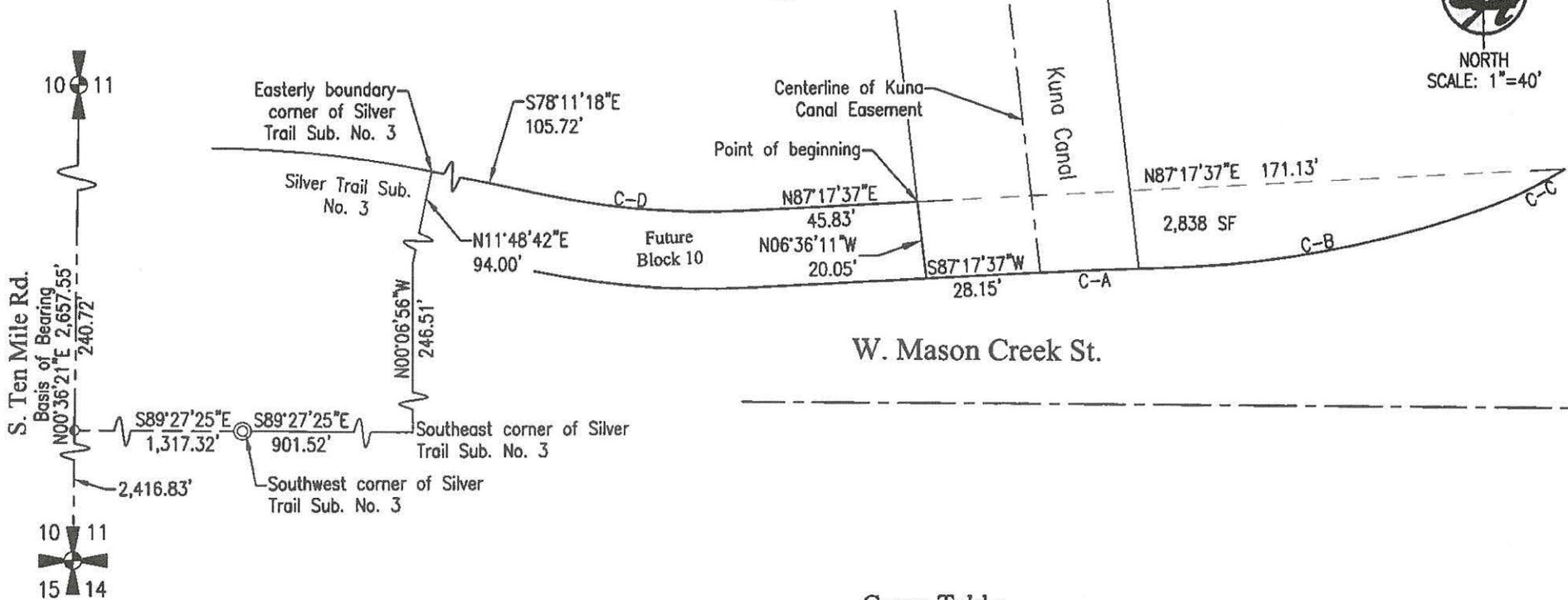
Thence $N06^{\circ}36'11''W$, 20.05 feet to the **Point of Beginning**.

Comprising 2,838 square feet, more or less.



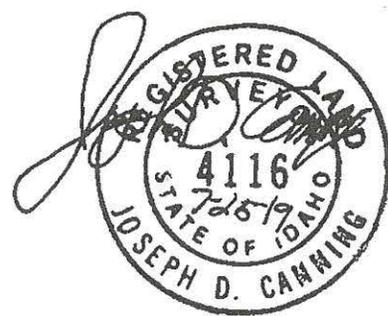
Silver Trail Sub. No. 5

Block 10 Pressure Irrigation Easement Sketch



Curve Table

Curve	Delta	Radius	Arc	Chord Bearing	Chord Distance
C-A	1°19'13"	1,500.00'	34.56'	S87°57'14"W	34.56'
C-B	17°22'26"	282.50'	85.66'	S79°55'37"W	85.34'
C-C	13°38'00"	102.50'	24.39'	S64°25'24"W	24.33'
C-D	14°31'05"	203.00'	51.44'	S85°26'50"E	51.30'





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July 25, 2019

A portion of Lot 68, Block 1 of Danskin Ridge Subdivision No. 6 as shown in Book 103 of Plats at Pages 13739 through 13741, records of Ada County, Idaho. Situate in the southwest quarter of the northeast quarter of Section 11, 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 11; thence $N00^{\circ}36'21''E$, 2,416.83 feet along the westerly boundary of the southwest quarter of said Section 11 and along the centerline of South Ten Mile Road to a point which bears $S00^{\circ}36'21''W$, 240.72 feet from the west quarter corner of said Section 11; thence $S89^{\circ}27'25''E$, 1,317.32 feet along a random line to the southwest corner of said Lot 68 and to the southwest corner of Silvertrail Subdivision No. 3, as shown in Book 115 of Plats at Pages 17157 through 17159, records of Ada County, Idaho; thence continuing $S89^{\circ}27'25''E$, 901.52 feet along the southerly boundary of said Silver Trail Subdivision No. 3 to the southeast corner of said Silvertrail Subdivision No. 3; thence $N00^{\circ}06'56''W$, 246.51 feet along the easterly boundary of said Silvertrail Subdivision No. 3; thence $N11^{\circ}48'42''E$, 94.00 feet along said easterly boundary of said Silvertrail Subdivision No. 3; thence $N45^{\circ}42'52''E$, 572.41 feet; thence $S86^{\circ}55'21''E$, 70.00 feet to the **Point of Beginning**:

Thence 144.27 feet along a non-tangent curve deflecting to the right, having a radius of 1,460.00 feet, a central angle of $05^{\circ}39'42''$, a long chord bearing of $N05^{\circ}54'30''E$, and a long chord distance of 144.21 feet;

Thence $N08^{\circ}44'21''E$, 153.09 feet;

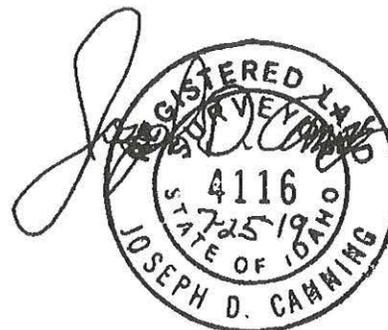
Thence $S81^{\circ}15'39''E$, 10.00 feet;

Thence $S08^{\circ}44'21''W$, 153.09 feet;

Thence 143.28 feet along a tangent curve deflecting to the left, having a radius of 1,450.00 feet, a central angle of $05^{\circ}39'42''$, a long chord bearing of $S05^{\circ}54'30''W$, and a long chord distance of 143.22 feet;

Thence $N86^{\circ}55'21''W$, 10.00 feet to the **Point of Beginning**.

Comprising 2,969 square feet, more or less.



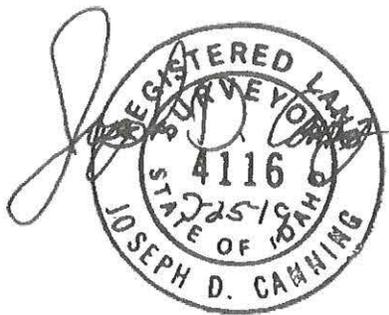
Silver Trail Sub. No. 5

Block 16 Pressure Irrigation Easement Sketch



NORTH
SCALE: 1"=40'

RECEIVED
JUL 26 2019
By *Sam Walther*

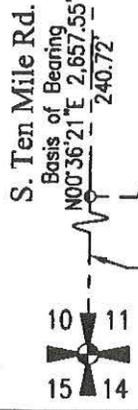
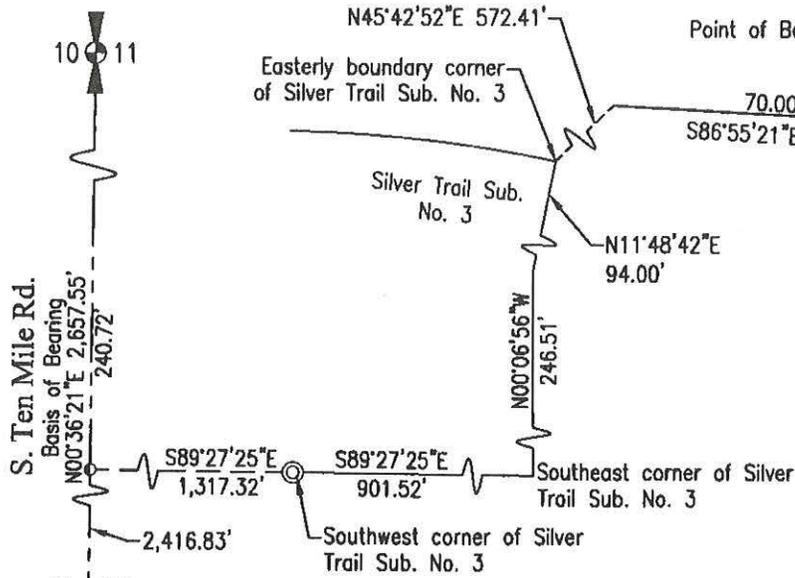
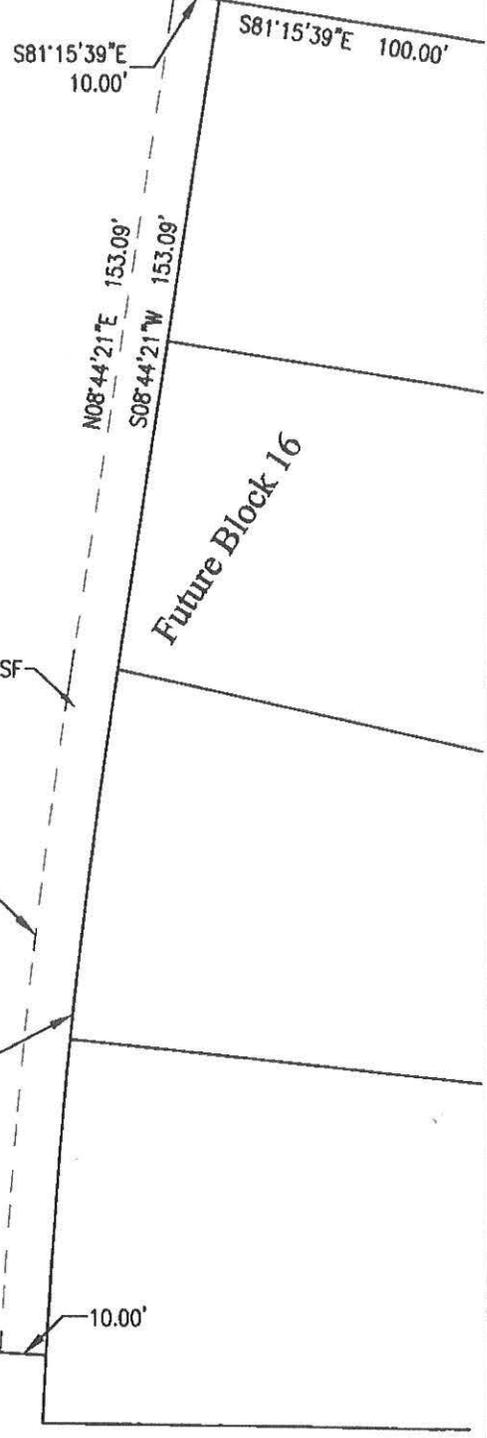


Delta=5°39'42"
Radius=1,460.00'
Arc=144.27'
Chord Bearing=N5°54'30"E
Chord Distance=144.21'

Delta=5°39'42"
Radius=1,450.00'
Arc=143.28'
Chord Bearing=S5°54'30"W
Chord Distance=143.22'

2,969 SF

Future Block 16



B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 21.00 7
BOISE IDAHO 11/30/09 02:11PM
DEPUTY Vicki A Allen
RECORDED-REQUEST OF
TITLEONE CORPORATION 
109133513

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

Viper Investments, LLC
PO Box 369
Meridian, ID 83680

A0988319 JG/NB

(Space above this line for Recorder's use)

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Stetson Properties LP, an Idaho limited partnership, whose address is 6152 W. Half Moon Lane, Eagle, Idaho 83616 (the "Grantor"), does hereby grant, bargain, sell and convey the premises described on Exhibit "A" attached hereto (the "Premises") unto Viper Investments, LLC an Idaho limited liability company, whose address is 1977 E. Overland, Meridian, Idaho 83642, (the "Grantee").

TO HAVE AND TO HOLD the Premises, with their appurtenances unto the Grantee, and its successors and assigns forever. And the Grantor does hereby covenant to and with the Grantee, that it is the owner in fee simple of the Premises; that the Premises are free from all encumbrances except for those identified on the title policy issued herewith.

TOGETHER WITH all and singular the improvements, hereditaments, and appurtenances thereon and thereunto belonging or in anywise appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof; and all of the estate, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above-described Premises with said improvements, hereditaments and appurtenances.

Grantee is relying solely upon Grantee's inspections as to the condition of the Property. Grantor and Grantors' agents, employees and attorneys are not making, have not made and expressly disclaim any representations or warranties, express or implied, with respect to any aspect, feature or condition of the property, including, without limitation, the existence of hazardous waste, or the suitability of the property for Grantee's intended use. Grantee shall independently verify all information regarding any aspect or feature of the property provided by Grantors. Grantors do not guaranty the accuracy of any information provided by Grantors, their agents, employees or attorneys. Grantee is purchasing the Property in "AS IS" "WHERE IS" condition, subject to all faults (whether they be physical, environmental or otherwise), including both latent and patent defects.

Grantors make no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantors have not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by Grantors, or any person claiming under Grantors.

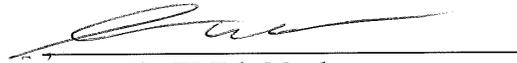
Grantee, by execution of this Special Warranty Deed, acknowledges Grantee's acceptance of the conveyance herein in accordance with the terms hereof and agrees to be bound by the restrictions set out herein.

IN WITNESS WHEREOF, Grantors hereto have set their hands DATED this 20th day of November, 2009.

GRANTOR

STETSON PROPERTIES, LP

By: Eck Properties, LLC
Its General Partner



By: Tim W. Eck, Member

GRANTEE

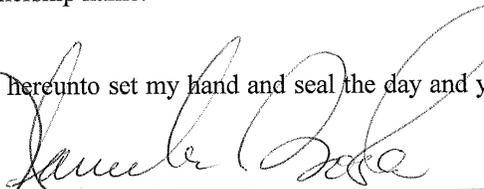
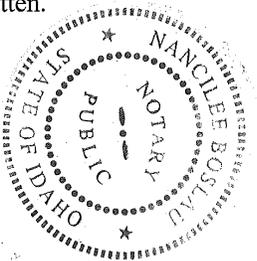
VIPER INVESTMENTS, LLC

By: Corey D. Barton, President

STATE OF IDAHO)
): ss.
County of Ada)

On the 20th day of November, 2009, before me, the undersigned notary public in and for said state, personally appeared TIM W. ECK as Member of Eck Properties, LLC, known or identified to me to be the General Partner in the partnership of **Stetson Properties, LP** and the partner who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Notary Public for State of Idaho

Residing in Meridian, Idaho
My Commission expires: 11-12-2010

Grantors make no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantors have not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by Grantors, or any person claiming under Grantors.

Grantee, by execution of this Special Warranty Deed, acknowledges Grantee's acceptance of the conveyance herein in accordance with the terms hereof and agrees to be bound by the restrictions set out herein.

IN WITNESS WHEREOF, Grantors hereto have set their hands DATED this ____ day of November, 2009.

GRANTOR

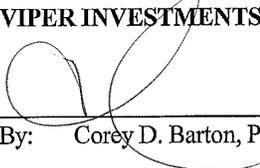
STETSON PROPERTIES, LP

By: Eck Properties, LLC
Its General Partner

By: Tim W. Eck, Member

GRANTEE

VIPER INVESTMENTS, LLC



By: Corey D. Barton, President

STATE OF IDAHO)
): ss.
County of Ada)

On the ____ day of November, 2009, before me, the undersigned notary public in and for said state, personally appeared TIM W. ECK as Member of Eck Properties, LLC, known or identified to me to be the General Partner in the partnership of **Stetson Properties, LP** and the partner who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for State of Idaho

Exhibit "A"

Parcel I:

A portion of Lot 54, Block 1 of Danskin Ridge Subdivision No. 5, in Book 89, at Pages 10381 through 10385, Ada County Plats, and Lot 3, Block 1 of Danskin Ridge Subdivision No. 1 in Book 80, at Pages 8623 through 8626, Ada County Plats, all within Section 11, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, described as follows:

Commencing at the West quarter corner of said Section 11, marked by a brass cap monument, as per Corner Record, Instrument No. 7648451, Ada County Records; thence along the East-West centerline of said Section 11,
 South 89°23'19" East, 1317.92 feet, to the center-west 1/16th corner of said Section 11, marked by a found 5/8 inch rebar/cap marked "PLS 4431", and the Point of Beginning; thence
 North 00°06'56" West, 772.41 feet, to a set 5/8 inch rebar/cap marked "PLS 10782" (hereinafter referred to simply as a "set 5/8 inch rebar) on the boundary of that parcel described in Quitclaim Deed, Instrument No. 107031779, Ada County records; thence along the boundary of said parcel, the following 5 (five) calls:
 South 82°11'14" East, 383.94 feet, to a set 5/8 inch rebar; thence
 North 76°26'44" East, 39.85 feet, to a set 5/8 inch rebar; thence
 North 50°01'20" East, 30.01 feet, to a set 5/8 inch rebar; thence
 North 30°26'45" East, 20.02 feet, to a set 5/8 inch rebar; thence
 North 08°10'05" East, 162.28 feet, to a point on the boundary of Danskin Ridge Subdivision No. 2, in Book 83, at Pages 9208 through 9211, Ada County Plats; thence along said boundary,
 South 79°09'18" East, 94.29 feet, to a point on the South boundary of said Lot 54, Block 1 of Danskin Ridge Subdivision No. 5; thence along the boundary of said Lot 54, Block 1 the following 17 (seventeen) calls:
 South 70°00'00" East, 50.00 feet; thence
 South 37°15'03" East, 190.91 feet; thence
 North 45°50'23" East, 452.01 feet, to a found 5/8 inch rebar "PLS 4431"; thence
 North 44°34'18" West, 369.64 feet, to a found 5/8 inch rebar "PLS 4431"; thence
 North 00°47'25" East, 438.22 feet, to a found 5/8 inch rebar "PLS 4431"; thence
 North 28°24'42" West, 204.20 feet; thence
 South 89°11'10" East, 592.89 feet; thence
 North 00°49'09" East, 35.83 feet; thence
 South 89°22'09" East, 702.13 feet; thence
 South 00°40'19" West, 147.47 feet, to a found 5/8 inch rebar "PLS 10729"; thence
 South 00°44'12" West, 1829.44 feet, to a found 5/8 inch rebar "PLS 4431"; thence
 North 89°23'22" West, 655.00 feet, to a found 5/8 inch rebar "PLS 3627"; thence
 South 00°53'44" West, 444.97 feet, to a found 5/8 inch rebar "PLS 7323"; thence
 North 25°24'22" West, 68.01 feet to a found 5/8 inch rebar "PLS 7323"; thence
 North 28°49'19" West, 167.91 feet, to a found 5/8 inch rebar "PLS 7323"; thence

57

North 89°27'25" West, 1203.97 feet, to a found 5/8 inch rebar "PLS 4431"; thence North 00°44'56" East, 239.15 feet, to the Point of Beginning.

Parcel II:

Lot 52 in Block 1 of Danskin Ridge Subdivision No. 4, according to the official plat thereof, filed in Book 86 of Plats at Pages 9720 and 9721, records of Ada County, Idaho.

Except the following described parcel:

A parcel of land located in the Northeast Quarter of the Northwest Quarter of Section 11, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the quarter corner common to Section 2 and the said Section 11, from which the Northwest corner of said section 11 bears North 89°25'57" West, 2,637.75 feet; thence along the North-South mid-section line, thence;
South 00°48'52" West, 30.00 feet; thence
North 89°25'57" West, 50.00 feet to the Real Point of Beginning; thence
South 00°48'52" West, 299.00 feet; thence
North 89°25'57" West, 322.00 feet; thence
North 00°48'52" East 299.00 feet; thence
South 89°25'57" East 322.00 feet to the Point of Beginning.

Parcel III:

A parcel of land located in the Northeast quarter of Section 11, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a 3 inch aluminum cap (Corner Record No. 7907141) marking the Northeast corner of said Section 11; thence
North 89°22'09" West coincident with the North line of the said Northeast quarter of Section 11, a distance of 853.41 feet to the Point of Beginning; thence
South 02°03'38" West 197.10 feet; thence
South 00°00'00" East 190.45 feet; thence
South 07°32'01" East 140.38 feet; thence
South 00°31'13" West 260.00 feet; thence
South 89°23'00" East 59.80 feet; thence
South 00°30'57" West 279.92 feet; thence
North 89°32'47" West 59.83 feet; thence
South 00°31'51" West 259.94 feet; thence
North 89°22'15" West 468.45 feet; thence
South 00°39'16" West 1326.30 feet; thence
North 89°23'22" West 654.95 feet; thence
North 00°44'08" East 1829.85 feet; thence
South 88°56'54" East 289.28 feet; thence

13

North 00°37'46" East 825.29 feet to the North line of the said Northeast quarter of Section 11; thence
South 89°22'09" East coincident with the said North line of the Northeast quarter of Section 11, a distance of 812.74 feet to the Point of Beginning.

Parcel IV:

Lot 8 in Block 1 of Prairie Clover Estates Subdivision, according to the official plat thereof, filed in Book 69 of Plats at Page(s) 7074 and 7075, official records of Ada County, Idaho.

LS



City of Kuna

City Council Staff 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: 19-04-FP (Final Plat) –
Arbor Ridge No. 6

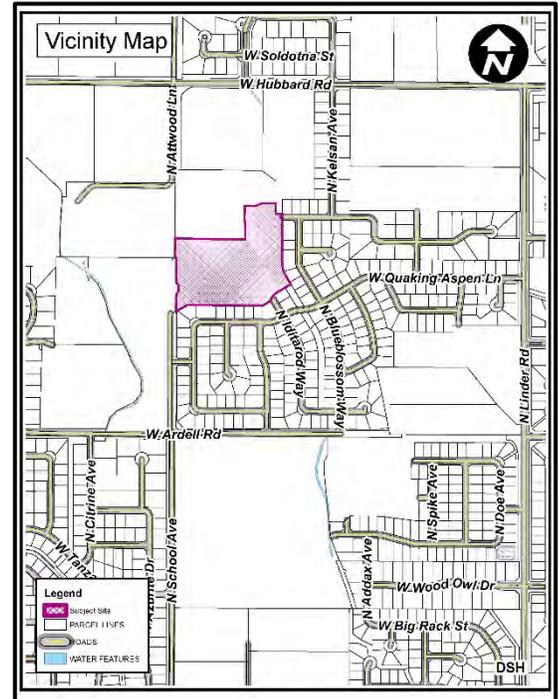
Location: West Treehouse Way,
Kuna Idaho 83634

Planner: Doug Hanson, Planner I

Meeting Date: September 3, 2019

Applicant/ Owner: Challenger Development, LLC
1977 E. Overland Road
Meridian, ID 83642

Representative: B&A Engineers, Inc.
5505 W. Franklin Road
Boise, ID 83705
208.519.4393
dacrawford@baengineers.com



A. General Project Facts:

1. Challenger Development, LLC is requesting final plat approval for Arbor Ridge Subdivision No. 6 which has forty-one (41) residential building lots and three (3) common lots on a total of approximately 10.80 acres (Ada County Assessor Parcel No. S1314131402).

B. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for Arbor Ridge Subdivision No. 6.
2. Staff has determined that the proposed final plat for Arbor Ridge Subdivision No. 6 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 to bring the final plat into conformance as recommended by Kuna Public Works Staff.
2. Upon City Council Council's approval no revisions shall be made to the final plat. If revisions are desired, the applicant shall bring a copy of the changes to Planning and Zoning Staff to determine if a new approval is required via City Council or Planning and Zoning Staff.
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.

Project name: Arbor Ridge Subdivision No. 6	Applicant: 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	All pages of the proposed Final Plat.	✓
UNDER CONST.	Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation and other public improvements.	
N/A	Approved Findings of Fact, Conclusions of Law for Preliminary Plat <i>SEE LETTER DATED 5-13-19</i>	N/A
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	Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved said final plat.	✓
X	A statement of conformance with the following information: <ul style="list-style-type: none"> ◇ The approved preliminary plat and meeting all requirements or conditions. ◇ The acceptable engineering practices and local standards. 	✓
X	Any proposed restrictive covenants and/or deed restrictions, and homeowners' association documents.	✓
X	The final plat shall include and be in compliance with all items required under title 50, chapter 13 of the Idaho Code.	✓

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)	19-04-FP
Project name	Arbor Ridge #6
Date Received	5.31.19
Date Accepted/Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: <u>Challenger Development, LLC.</u>	Phone Number: _____
Address: <u>1977 E. Overland Rd.</u>	E-Mail: _____
City, State, Zip: <u>Meridian, ID 83642</u>	Fax #: _____
Applicant (Developer): <u>David Crawford - B&A Engineers, Inc.</u>	Phone Number: <u>208-519-4393</u>
Address: <u>5505 W. Franklin Rd.</u>	E-Mail: <u>dacrawford@baengineers.com</u>
City, State, Zip: <u>Boise, ID 83705</u>	Fax #: <u>208-342-5792</u>
Engineer/Representative: <u>Joe Canning- B&A Engineers, Inc.</u>	Phone Number: <u>208-519-4394</u>
Address: <u>same as applicant</u>	E-Mail: <u>jdanning@baengineers.com</u>
City, State, Zip: _____	Fax #: _____

Subject Property Information

Site Address: _____
Site Location (Cross Streets): <u>South of W. Hubbard Rd., North of W. Deerflat Rd. & East of N. Linder Rd.</u>
Parcel Number (s): <u>S1314131402</u>
Section, Township, Range: <u>Sec 14 T2N R1W</u>
Property size : <u>10.8 ac</u>
Current land use: <u>under const.</u> Proposed land use: <u>Residential</u>
Current zoning district: <u>R-4</u> Proposed zoning district: <u>no change</u>

Project Description

Project / subdivision name: Arbor Ridge Subdivision No. 6

General description of proposed project / request: 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: _____ Number of building lots: 41

Number of common and/or other lots: 3

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.): landscaping, common

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: [Signature] BEA Engineers, Inc. Date: 5/30/19

B & A Engineers, Inc.

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

May 24, 2019

City of Kuna

751 W. 4th St.
Kuna, Idaho 83634

Subject: **Final Plat Approval Request for – Arbor Ridge Subdivision No. 6**

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 Arbor Ridge Subdivision No. 6.

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

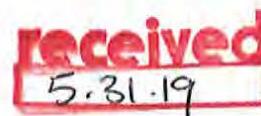
Based on limited field observations and information provided by others, we believe that all construction is being completed in substantial conformance with the approved construction plans.

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.



ARB

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=5 LISA BATT
TITLEONE BOISE
2019-017334
03/05/2019 02:03 PM
\$15.00

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=3 LISA BATT
TITLEONE BOISE
2019-012055
02/14/2019 02:58 PM
\$15.00



****RE-RECORDED TO CORRECT LEGAL DESCRIPTION**

Order Number: 19327855

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 E. Overland Road Meridian, ID 83642

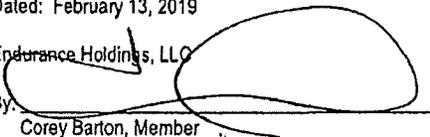
the grantee, the following described premises, in Ada County, Idaho, to wit:

See Attached Exhibit "A"

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: February 13, 2019

Endurance Holdings, LLC

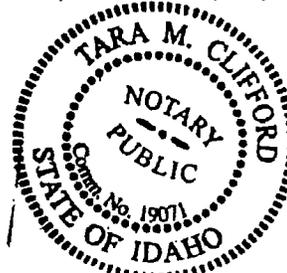
By: 
Corey Barton, Member

State of Id, County of Ada, ss.

On this 14th day of Feb 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Corey 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.


Notary Public for Idaho
Residing In: Residing: Eagle, Idaho
My Commission Expires: 6/18/2022





RE-RECORD TO CORRECT LEGAL DESCRIPTION

Order Number: 19327855

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

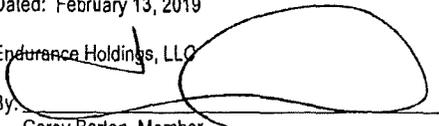
whose current address is 1977 E. Overland Road Meridian, ID 83642

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

See Attached Exhibit "A"

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: February 13, 2019

Endurance Holdings, LLC
By: 
Corey Barton, Member

State of Id County of Ada, ss.

On this 14th day of Feb 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey 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.


Notary Public for Idaho
Residing In: Residing: Eagle, Idaho
My Commission Expires: 6/18/2022

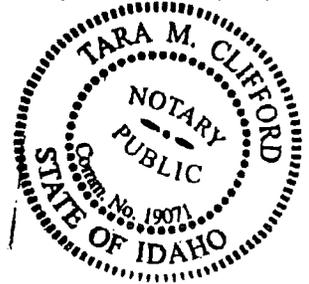




EXHIBIT "A"
B & A Engineers, Inc.
 Consulting Engineers & Surveyors
 5505 W. Franklin Rd. Boise, Id. 83705
 Phone. 208-343-3381 Facsimile 208-342-5792

Arbor Ridge Subdivision No. 6 Boundary Description

28 February 2019

A portion of the north half of Section 14, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of said Section 14; thence S00°19'50"E, 2,643.85 feet along the centerline of N. Linder Road and along the easterly boundary of the northeast quarter of said Section 14 to the southeast corner of the northeast quarter of said Section 14 and to the centerline of W. Ardell Road; thence S89°56'20"W, 2,642.11 feet along the southerly boundary of the northeast quarter of said Section 14 and the centerline of W. Ardell Road to the southwest corner of the northeast quarter of said Section 14; thence N00°09'48"W, 918.71 feet; thence N62°24'45"E, 11.26 feet to the easterly right of way of N. School Avenue and the **Point of Beginning**:

- Thence N00°09'48"W, 119.81 feet along said easterly right of way;
- Thence N28°50'34"E, 30.88 feet along said easterly right of way;
- Thence S89°53'45"E, 3.38 feet along said easterly right of way;
- Thence N00°27'15"W, 50.00 feet along said easterly right of way;
- Thence N45°51'42"W, 25.28 feet along said easterly right of way;
- Thence N00°09'48"W, 188.93 feet along said easterly right of way;
- Thence N89°56'56"W, 10.00 feet;
- Thence N00°09'48"W, 146.95 feet parallel to and 10.00 feet westerly of said easterly right of way;
- Thence N89°50'12"E, 120.00 feet;
- Thence S85°19'37"E, 50.18 feet;
- Thence S89°53'45"E, 360.00 feet;
- Thence N00°06'15"E, 101.01 feet;
- Thence N05°35'07"W, 50.00 feet;
- Thence N00°06'15"E, 104.23 feet;
- Thence S89°53'45"E, 83.00 feet;
- Thence N67°47'21"E, 53.90 feet;
- Thence N89°42'40"E, 100.00 feet to the westerly boundary of Arbor Ridge Subdivision No. 1 as shown in Book 96 of Plats, Pages 10269 through 12074, records of Ada County, Idaho;



B & A Engineers, Inc.

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

Thence the following courses and distances along said westerly boundary of Arbor Ridge Subdivision No. 1:

S00°17'20"E, 80.00 feet;
N89°42'40"E, 50.00 feet;
S00°17'20"E, 367.63 feet;
109.24 feet along a curve deflecting to the left, having a radius of 200.00 feet, a central angle of 31°17'42", a long chord bearing of S15°56'11"E, and a long chord distance of 107.89 feet;
S31°35'02"E, 71.92 feet to the most northerly corner of Arbor Ridge Subdivision No. 3 as shown in Book 111 of Plats, Pages 16010 through 16012, Records of Ada County, Idaho;

Thence the following courses and distances along said northerly boundary of Arbor Ridge Subdivision No. 3:

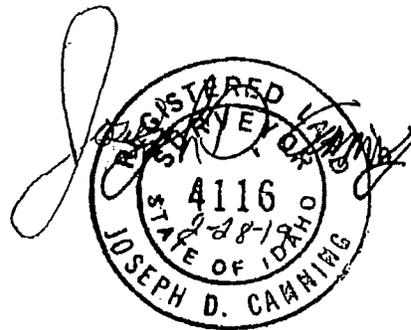
S58°24'58"W, 150.00 feet;
S28°55'27"W, 57.44 feet;
S58°24'58"W, 66.38 feet;

Thence N89°53'45"W, 569.41 feet along said northerly boundary of Arbor Ridge Subdivision No. 3 and the northerly boundary of Arbor Ridge Subdivision No. 4 as shown in Book 113 of Plats, Pages 16604 through 16607, Records of Ada County, Idaho;

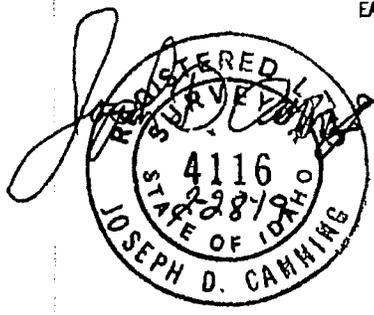
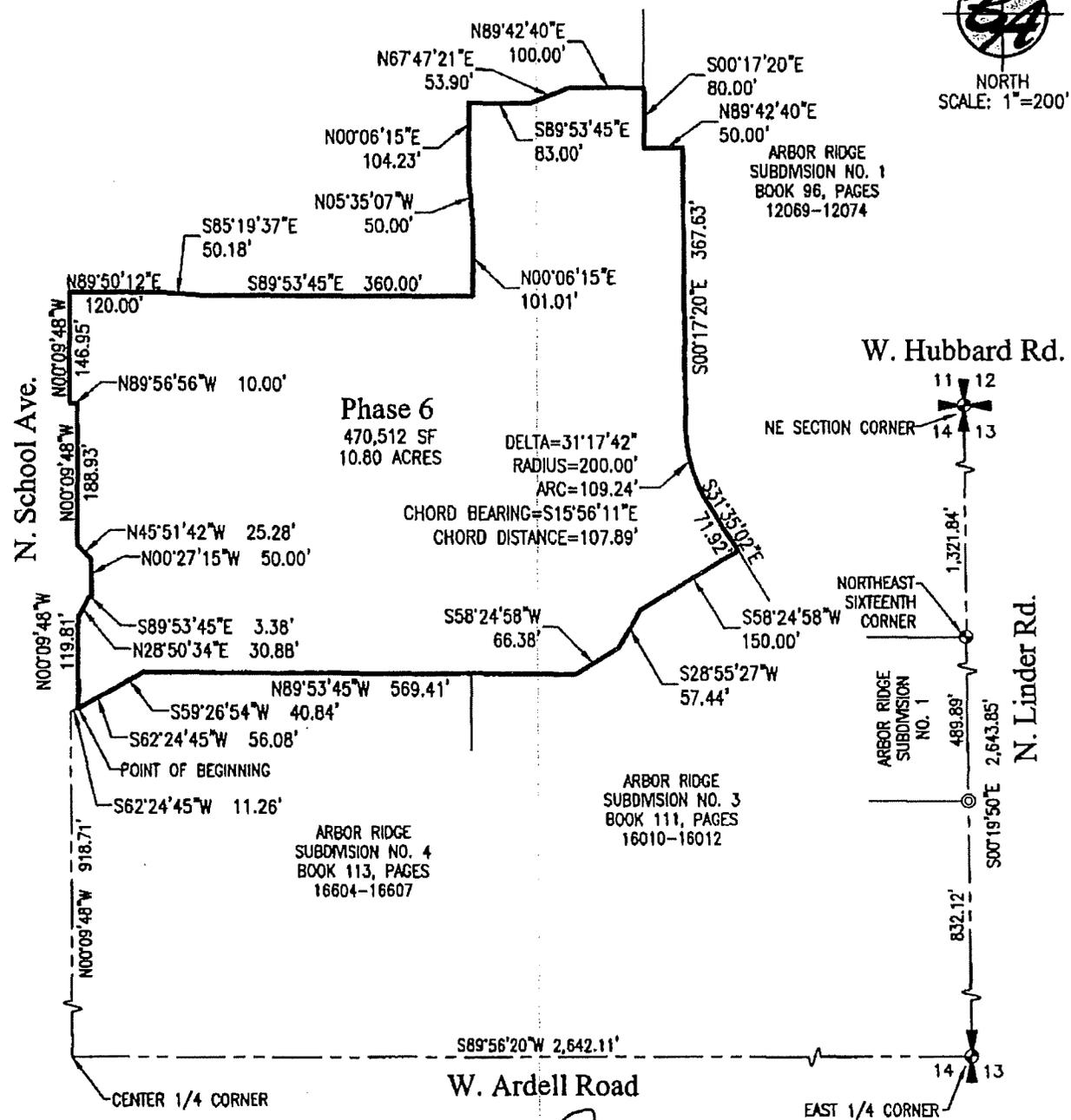
Thence S59°26'54"W, 40.84 feet along the northwesterly boundary of said Arbor Ridge Subdivision No. 4;

Thence S62°24'45"W, 56.08 feet continuing along the northwesterly boundary of said Arbor Ridge Subdivision No. 4 to the **Point of Beginning**.

Comprising 10.80 acres, more or less.



Arbor Ridge Subdivision No. 6 Boundary



B&A Engineers, Inc.
 Consulting Engineers, Surveyors & Planners
 5505 W. Franklin Rd. Boise, Id. 83705
 (208) 343-3381



City of Kuna AFFIDAVIT OF LEGAL INTEREST

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

State of Idaho }
County of Ada }

I, Corey D. Barton 1977 E. Overland 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. Franklin 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 9th day of November, 2015

[Signature]
Signature

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



Adair Koltjes
Notary Public for Idaho
Residing at: Nampa, ID
My commission expires: 6-05-16

Planning and Zoning Department

City of Kuna

P.O. Box 13
Kuna, Id 83634
Telephone 922-5274
Fax 922-5989

Planning and Zoning Commission
Action Report

Arbor Ridge Subdivision

Whereas, the Planning and Zoning Commission on November 19, 2002 considered an application for a Preliminary Plat & Planned Unit Development for property located east of Hawksnest Subdivision. Applicant: Corey Barton

Whereas, the Planning and Zoning Commission after considering public testimony presented by interested persons and reviewing the particular facts and circumstances associated with the request, voted to recommend approval of the Preliminary Plat & the Planned Unit Development application with the following conditions:

1. Minimum lot size on the perimeter except on Ardell and Linder will be 8,600-sq. ft. with 1,600 sq. ft. homes.
2. Build $\frac{1}{2}$ plus 12' of Ardell.
3. Construct 60 parking spaces in the park on the north side.
4. Construct a wrought iron fence on the north side of the park abutting Hubbard with landscaping for a buffer.
5. Build a tot lot in the center of the pathway.
6. Remove the clause in the Development Agreement that reverts the commercial back to residential.
7. The concerns of the City Engineer be addressed per Ord. 6-5-4
8. Homes: 20% with a minimum of 1,200-sq. ft., 60% with a minimum of 1,450-sq. ft., and 20% with a minimum of 1,750-sq. ft.
9. $\frac{1}{3}$ of the subdivision will have garages behind, detached, setback or side loaded.
10. All roads will be 36' back to back, local roads - 50' R-O-W, collector roads - 60' R-O-W. Ardell will be built with $\frac{1}{2}$ plus 12'.
11. The Development Agreement shall be modified to include all items of the June 25 letter from B&A Engineers and the minutes from the August 27, 2002 P&Z meeting. Such as the commercial property will not revert back to residential and a tackifer should be used for dust control.

12. All staff comments shall be included.
13. Satisfactory co-ordination with the City Engineer shall be required.
14. Require an architectural design review with each phase.

FINDINGS OF FACT/CONCLUSIONS OF LAW

1. An application for a Planned Unit Development was properly filed in accordance with the provisions of Sections 5-12 and 5-13 of the Municipal Code.
2. The legal requirements were done in accordance with the procedures outlined in Sections 5-13 and 5-6-6 of the Municipal Code. Legal notice of the requests and public hearing was published in the local newspaper (Kuna-Melba News). Adjacent property owners within 300' were notified of the requests and public hearing and notice was posted not less than 48 hours prior to the meeting.
3. A public hearing was conducted by the Planning and Zoning Commission in accordance with procedures contained within Section of 1-6-8 of the Municipal Code on 11-19-02. Commissioners recommended approval of the Preliminary Plat & the Planned Unit Development application on November 19, 2002.
4. The request was determined to be appropriate for processing even though the property is outside of the current area of impact and does not have a zoning designation assigned to it in the adopted Comprehensive Plan.
5. The applicant's representative provided supporting points. Opposing Testimony was heard.
6. After considering all points and required information the Planning and Zoning Commissioners recommended approval of the Preliminary Plat & PUD application (Planned Unit Development). It was passed with a unanimous vote.

The applicant is advised of the right to appeal the decision of the Planning and Zoning Commission. Written notice of such an appeal shall be filed with the City Clerk within fifteen (15) days after the decision of the Commission

Date of Approval: November 19, 2002



Don Seeley, Chairman

Prepared by:


Diana Sanders, Planner
Planning and Zoning

Planning and Zoning Department

City of Kuna

P.O. Box 13
Kuna, Id 83634
Telephone 922-5274
Fax 922-5989

Planning and Zoning Commission
Action Report

Arbor Ridge Subdivision

Whereas, the Planning and Zoning Commission on August 28 & November 19, 2002 considered an application for Annexation for property located west of Hawksnest Subdivision.
Applicant: Corey Barton

Whereas, the Planning and Zoning Commission after reviewing the particular facts and circumstances associated with the request, voted to recommend approval of the annexation with an R-4 zone and a PUD.

FINDINGS OF FACT/CONCLUSIONS OF LAW

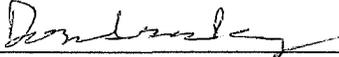
1. An application for Annexation was properly filed in accordance with the provisions of Sections 5-12 and 5-13 of the Municipal Code.
2. The legal requirements were done in accordance with the procedures outlined in Sections 5-13 and 5-6-6 of the Municipal Code. Legal notice of the requests and public hearing was published in the local newspaper (Kuna-Melba News). Adjacent property owners within 300' were notified of the requests and public hearing and notice was posted not less that 48 hours prior to the meeting.
3. A public hearing was conducted by the Planning and Zoning Commission in accordance with procedures contained within Section of 1-6-8 of the Municipal Code on 8-27-02 & November 19, 2002.
4. The request was determined to be appropriate for processing even though the property is outside of the current area of impact and does not have a zoning designation assigned to it in the adopted Comprehensive Plan.

5. The applicant's representative provided supporting points. The public was allowed to speak on the annexation request.

6. After considering all points made by the applicant and the public and required information the Planning and Zoning Commissioners recommend approval for the Annexation / Re-zone application. It was passed with a unanimous vote.

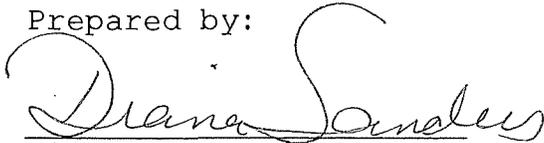
The applicant is advised of the right to appeal the decision of the Planning and Zoning Commission. Written notice of such an appeal shall be filed with the City Clerk within fifteen (15) days after the decision of the Commission

Date of Approval: November 25, 2002



Don Seeley, Chairman

Prepared by:



Diana Sanders, Planner
Planning and Zoning

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 156.00 52
 BOISE IDAHO 06/26/07 02:06 PM
 DEPUTY Bonnie Oberbillig
 RECORDED - REQUEST OF
 Title One



107090857

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ARBOR RIDGE SUBDIVISION AND
SILVERDALE SUBDIVISION

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR ARBOR RIDGE SUBDIVISION AND SILVERDALE SUBDIVISION
 is made effective as of the 22nd day of June 2007, by Dyver Development LLC, an Idaho
 limited liability company ("Grantor" and "Class B Member").

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ARTICLE I: RECITALS

1.1 Property Covered. The property subject to this Declaration of Covenants, Conditions and Restrictions for Arbor Ridge Subdivision and Silverdale Subdivision ("Declaration") is the Property legally described in Exhibit A attached hereto and made a part hereof (the "Property"). Grantor may develop the Property in stages or phases. Grantor, in its sole discretion, may amend or supplement this Declaration to add additional Property.

1.2 Residential Development. Arbor Ridge Subdivision and Silverdale Subdivision are residential developments which Grantor currently intends to develop into a single unique neighborhood. Certain portions of the Property may be developed for quality detached single-family residential homes. The Property may contain parcels of Common Area, including water, park, open space, and recreational and landscaping facilities. Any development plans or schemes for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Grantor, and impose no obligation on Grantor as to how the Property is to be developed or improved. Specific restrictions for any additional property or phases of the Subdivision may be added by supplement or amendment in Grantor's sole discretion.

1.3 Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") that will apply to the entire development and use of all portions of 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 hereby declares that the Property, and each lot, parcel or portion thereof, is and/or 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: 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; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, Grantor's successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by the Association.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct

improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including the Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing.

ARTICLE III: DEFINITIONS

3.1 "Abandoned or Inoperable Vehicle" shall mean any vehicle which has not been driven under its own propulsion for a period of seven (7) days or longer.

3.2 "Subdivision" shall mean the Property.

3.3 "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 development and each Owner therein, which real property is legally described in Exhibit B attached hereto and made a part hereof. 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. Common Area may include easement and/or license rights.

3.4 "Architectural Committee" shall mean the committee created by the Grantor or an Association pursuant to Article XII hereof.

3.5 "Articles" shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.

3.6 "Assessments" shall mean those payments required of Owners, Association Members, including Regular, Special and Limited Assessments of any Association as further defined in this Declaration.

3.7 "Association" shall mean the Idaho nonprofit corporation, its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Arbor Ridge/Silverdale Subdivision Homeowners' Association, Inc.", or any similar name which fairly reflects its purpose.

3.8 "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 the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of the Association.

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

3.10 "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. The term "Building Lot" shall include single-family residential lots, but shall not include the Common Area.

3.11 "Bylaws" shall mean the Bylaws of an Association.

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

3.13 "Grantor" shall mean Dyver Development LLC, or its successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Dyver Development LLC, or its successor.

3.14 "Improvement" shall mean any structure, facility or system, or other improvement or object, 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, wildlife habitat improvements, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, recreational facilities, and fixtures of any kind whatsoever.

3.15 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including interest thereon as provided in this Declaration or a Supplemental Declaration.

3.16 "Member" shall mean each person or entity holding a membership in the Association.

3.17 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which 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.

3.18 "Person" shall mean any individual, partnership, corporation or other legal entity.

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

3.20 "Property" shall mean those portions of the Property described on Exhibit A attached hereto and incorporated herein by this reference, including each lot, parcel and portion thereof and interest therein, including all water rights associated with or appurtenant to such property. Additional Property may be added in Grantor's sole discretion.

3.21 "Regular Assessment" shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Common Areas and all Improvements located thereon, and the other costs of an Association which is to be levied against the

Property of and paid by each Owner to the Association, pursuant to the terms hereof or the terms of this Declaration or a Supplemental Declaration.

3.22 "Special Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association pursuant to the provisions of this Declaration or a Supplemental Declaration.

3.23 "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.

3.24 "Waterway" shall mean any surface water amenity, including, without limitation, any irrigation system, lake, pond, channel, slough, stream, or reservoir, natural or artificial, which is located on the Property.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures – Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use, Size and Height of Dwelling Structure. All Building Lots shall be used exclusively for purposes allowed on the final plat which includes said lot. Specific categories of restrictions with respect to the Subdivision are reflected on Exhibit C attached hereto. Additional restrictions for future phases may be added by amendment or supplement to these Restrictive Covenants in Grantor's sole future discretion. An Addendum will be recorded for each phase identifying which categories from Exhibit C will apply to each lot.

4.1.2 Architectural Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, physical or aesthetic impacts on other properties, including 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, deem relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. 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 use, size and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure 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 any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Grantor or the applicable Architectural Committee whichever is more restrictive.

4.1.4 Accessory Structures. Detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the applicable Architectural Committee. Garages and storage sheds shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pools, 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 approved in advance.

4.1.5 Driveways. All access driveways shall have a wearing surface approved by the Architectural Committee consisting of concrete and shall be properly graded to assure proper drainage. No driveway shall be wider than the garage to which said driveway leads unless approved by the Architectural Committee.

4.1.6 Mailboxes. All mailboxes and stands will be of consistent design, material and coloration as specified by the Architectural Committee. All mail boxes shall be standard sized black galvanized steel rural mailboxes and to insure uniformity, shall be located at places designated by the Architectural Committee and/or the Postal Service.

4.1.7 Fencing. Street side fencing shall be installed on a Building Lot within sixty (60) days after occupancy permit, with wing fencing on interior lots, and wing fencing plus street side fencing on corner lots. Wing fencing shall be set back five (5) feet from each corner of the front of the residential structure, and street side fencing shall be set back ten (10) feet from the sidewalk. Subject to the foregoing, no fence, hedge or boundary wall situated anywhere upon a Building Lot shall have a height greater than six (6) feet, or other lesser height as the Architectural Committee may require, above the finished graded surface. Fencing using natural landscaping as a visual and/or privacy barrier is strongly encouraged and shall be allowed. "Invisible" fencing to control and contain dogs is strongly encouraged and shall be allowed. No fence shall be constructed of any material other than six (6) foot dog eared cedar fencing, nor finished in any finish other than Tahoe Brown Wood Kraft Exterior Stain by Kwal Paint or the equivalent, except as may be specifically approved in writing by the Architectural Committee prior to construction. Any and all fencing shall comply with the City of Kuna Building Codes.

4.1.8 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, stands and all exposed accessories shall be harmonious with building design, and shall be as approved by Architectural Committee prior to installation. Lighting shall be restrained in design,

and excessive brightness shall be avoided. Lighting on the front of the house shall be installed with a photosensitive cell designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 60 watts.

4.1.9 Garages. Each dwelling unit shall have an attached or detached fully enclosed garage adequate for a minimum of two (2), and a maximum of five (5) standard size automobiles. No carports shall be allowed.

4.2 Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on the Property unless it is located or screened in a manner acceptable to the applicable 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.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee except: (i) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots or new homes thereon; (ii) temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation; (iii) such informational signs of customary and reasonable dimensions as prescribed by the Architectural Committee; and (iv) one (1) temporary sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for Sale. No visible for rent or lease signs allowed.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including 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. No noise or other nuisance 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 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 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 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 damages property or facilities

on or adjoining their Building Lot which would otherwise be the Associations' responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, 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, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article IX 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 for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. 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 applicable Associations fail to exercise their rights within a reasonable time following written notice by such Owner.

4.8 Interior 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 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 damages property or facilities on or adjoining their Building Lot which would otherwise be the Associations' responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, 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, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article IX 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 for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. 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 applicable Associations fail to exercise their rights within a reasonable time following written notice by such Owner.

4.9 Grading and Drainage. A site plan indicating the proposed grading and drainage of a Lot must be approved by the Architectural Committee before any construction is initiated. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s). Builder is expressly responsible to ensure proper drainage and run off from said Building Lot.

4.10 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.

4.11 Unsightly Articles. No unsightly articles 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 applicable Architectural Committee. No clothing or fabrics shall be hung, dried or aired in such a way as to be visible to other 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.

4.12 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use), 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.

4.13 No 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 by a structure and/or fencing concealing them from view in a manner approved by the applicable Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.14 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 Kuna City Sewer System and pay all charges assessed therefore.

4.15 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 paragraph 4.15 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.16 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 applicable Architectural Committee, except for heat pumps shown in the plans approved by the Architectural Committee. This paragraph 4.16 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.17 Vehicles. The use of all vehicles, including but not limited to trucks, automobiles, bicycles, motorcycles and snowmobiles, shall be subject to all Association Rules, which may prohibit or limit the use thereof within the Subdivision. No on-street parking shall be permitted except where expressly designated for parking use. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path.

4.18 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This paragraph 4.18 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 premises of its owner. Such owner 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. The construction of dog runs or other pet enclosures shall be subject to applicable 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/or rear Building Lot line, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from Common Area or an adjacent Building Lot.

4.19 Landscaping. The Owner of any Building Lot shall sod the front and the side yards and landscape such Building Lot in conformance with the landscape plan approved by the Association, and as approved by the applicable Architectural Committee, prior to occupancy, weather permitting. Prior to construction of Improvements, the Owner (or any Association to which such responsibility has been assigned) shall provide adequate irrigation and maintenance of existing trees and landscaping, shall control weeds, and maintain the Owner's (or Association's) property in a clean and safe condition free of debris or any hazardous condition. All trees located on common Building Lot lines shall be the joint responsibility of the adjoining Building Lot owners. All landscaped Common Areas shall be irrigated by an underground sprinkler system.

The Board and/or applicable Architectural Committee may adopt rules regulating landscaping permitted and required. In the event that any Owner shall fail to install and maintain landscaping in conformance with such rules or shall allow such Owner's landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) days' prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth in Article IX.

Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. All landscaping on a Building Lot, unless otherwise specified by the applicable Architectural Committee, shall be completed as soon as reasonably practical following completion of the residential structure on such Building Lot. The initial landscaping shall include, as a minimum, sod in the front and side yards, two (2) flowering trees of at least one and one-half inch (1 1/2") caliper or one (1) evergreen tree at least six feet (6') in height in the front yard, each with a three foot (3') diameter surrounding tree ring, and eight (8) one-gallon or larger shrubs in the front yard, and if a corner lot, two (2) additional one and one half inch (1 1/2") caliper trees installed on the street side of the residential structure with three foot (3') diameter surrounding tree ring. The use of berms and sculptured planting areas are encouraged. Back yard shall be sodded or seeded to grass within six (6) months of occupancy. The Supplemental Declarations for future phases may include more stringent landscaping requirements.

4.20 Exemption of Grantor. 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 Common Area 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 course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work 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 home complexes or real estate sales or leasing offices. 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. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Ada County Recorder.

4.21 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 paragraph 4.21, shall require actual physical construction activities upon such dwelling structure upon such Building Lot.

4.22 Roofing Material. See Exhibit C.

4.23 Vehicles and Equipment. The use of all vehicles and equipment, including, without limitation, trucks, automobiles, bicycles, motorcycles, recreational vehicles, all-terrain vehicles, motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, snow removal equipment, garden maintenance equipment, and yard maintenance equipment shall be subject to the following: (1) all on-street parking shall be limited to those specific areas where on-street parking is not expressly prohibited by the governmental or quasi-governmental agencies with responsibility therefore; (2) vehicles shall not extend or otherwise be permitted on or into any sidewalk, bicycle path, pedestrian path, or Waterway unless such vehicle is engaged in an emergency procedure; (3) no motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles, Abandoned or Inoperable Vehicles, Oversized Vehicles, dilapidated or unrepaired and unsightly vehicles or similar equipment such as snow removal equipment, garden maintenance equipment and all other unsightly equipment and machinery shall be placed upon any portion of the Property including, without limitation, streets, parking areas and driveways, unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee; (4) to the extent possible, garage doors shall remain closed at all times; and (5) the use of any electronic, gas or other fuel

operated gardening, yard or snow removal equipment shall only be allowed from 8:00 a.m. to 8:00 p.m.

4.24 Waterway Easements. Grantor hereby reserves an easement for all Waterways and related pipes, pumps and other equipment over, across, under and through all Lots, Common Areas, and Restricted Areas to the extent reasonably required to maintain any Waterway system installed by Grantor on the Property, or pursuant to plans and specifications approved by the Architectural Committee. The Association shall have the right, but not the obligation, to maintain all Waterways to be maintained by a governmental or quasi-governmental authority, and to bill the applicable governmental or quasi-governmental authority for all such maintenance conducted by the Association. 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 to make any reconfiguration of any Waterway which it determines, in its 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 Waterway. Under no circumstances whatsoever shall the Waterways be used by any Owner, Member, tenants, invitees, and/or guests for recreational purposes including, without limitation, wading and/or swimming.

ARTICLE V: HOMEOWNERS' ASSOCIATION

5.1 Organization of Homeowners' Association. The Association shall be initially organized by Grantor as a nonprofit corporation under the provisions of the Idaho Code relating to nonprofit 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.

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 and no Owner shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Building Lot or other portion of the Property 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 attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. 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 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 on the earlier to occur of either of the following events: (a) when the Class B Member hold no votes, so long as the Property has been fully platted (including future additions to the Property in Grantor's discretion); or (b) ten (10) years after the date the Declaration is recorded in the official records of Ada County, Idaho.

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 Owner's 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.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers 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 of the Association 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 nonprofit 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 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 Articles 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 Association deems reasonable. The Association may govern the use of the Common Areas 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 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 Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercised by the Association or by any person authorized by it, to enter upon any 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.

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 the 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; and

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, berm, 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.

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after the death of the issue of the individuals executing this Declaration on behalf of Grantor who are in being as of the date hereof.

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 agent, 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 Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of Common Area (other than Local Common Area), including the repair and replacement of property damaged or destroyed by casualty loss.

Specifically, the Association shall, at Grantor's sole discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association.

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 any berms, retaining walls, fences and/or water amenities within and abutting Common Area or any Waterway. Maintain any water amenities constructed by Grantor or Association located in an easement in, over and through Building Lots as shown on the Plat.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against 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 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 Common Area, and to manage for the benefit of the Subdivision all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

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, including, without limitation 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 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 use of Common Area. Limits of liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars (\$1,000,000) 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 (\$250,000).

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.

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

5.5.2.6.6 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

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

5.5.2.8 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.

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

5.5.2.10 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 Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.

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 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 officer of the Association, 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 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:

5.7.1 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.

5.7.2 Within thirty (30) days after the close of each fiscal year, the Association shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. Copies of the balance sheet and operating statement shall be distributed to each Member within ninety (90) days after the end of each fiscal year.

5.8 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, that such meeting shall occur no earlier than April 15 and no later than May 31 each year. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

ARTICLE VI: LIGHT MAINTENANCE OF STORM WATER FACILITIES

6.1. Operation and Maintenance. Operation and maintenance of the storm water facilities at the Subdivision shall be governed by the operation and maintenance Manual for Light Maintenance of Storm Drainage System in Arbor Ridge Subdivision and Silverdale Subdivision

(the "Manual"), which Manual or manuals may only be modified at the direction of the Board of the Association, with written approval by ACHD.

6.2. ACHD Storm Water Drainage System. Portions of Lots 1, 7 and 8, Block 1; Lot 6, Block 3; Lots 1, 2 and 24, Block 4; Lots 8, 9, 10 and 11, Block 7; Lots 1, 2, 3, 4 and 5, Block 8; and Lots 8, 9 and 10, Block 10 Arbor Ridge Subdivision No. 1 according to the official plat thereof and Lot 1, Block 1 and a portion of Lot 14, Block 3, Silverdale Subdivision according to the official plat thereof contain the Ada County Highway District ("ACHD") storm water drainage system. These Lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on June 1, 2004 as Instrument No. 104068411 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. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

6.3. ACHD Right to Inspect and Maintain. ACHD shall have the right at all times to inspect the storm water drainage system, and perform any required maintenance and repairs.

6.4. ACHD Approval of Amendments. Any amendment of this Declaration, the covenants, conditions and restrictions contained herein, or the Manual having any direct impact or affect on the ACHD storm water drainage system shall be subject to prior review and approval by ACHD.

6.5. ACHD Assessment and Lien Rights. ACHD shall be entitled to levy assessments to the Association for the reasonable costs of all required maintenance and repairs to the storm water drainage system. ACHD shall be entitled to a continuing lien all lots for such unpaid assessments for maintenance and repair to the storm water drainage system.

6.6. 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 Kuna City Code or by the Association, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the Ada county Highway District, or other public agency, and plantings and ground cover installed or completed thereon.

6.7. 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 and/or ACHD, which may include drainage from Common Area over, any Building Lot in the Property.

ARTICLE VII: RIGHTS TO COMMON AREAS

7.1 Use of Common Area. Every Owner shall have a right to use each parcel of Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

7.1.1 The right of the Association to levy and increase Assessments;

7.1.2 The right of such Association to suspend the voting rights and rights to use of, or interest in, Common Area by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association Rules; and

7.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded.

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

7.1.5 The right of such Association to prohibit structures, Improvements, including manicured lawns and nursery plants.

7.2 Designation of Common Area. Grantor shall designate and reserve Common Area in the Declaration, Supplemental Declarations and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

7.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, 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 Association.

7.4 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 VIII: PRESSURIZED IRRIGATION

8.1 Irrigation District Service. The City of Kuna provides pressurized irrigation water service to all Lots in the Project. Lot Owners shall be required to pay an assessment based on Lot area to the City whether or not water is actually used. Lot Owners are prohibited from making any cross connection or tie in between the irrigation water system and their domestic water systems. WATER FROM THE IRRIGATION WATER SYSTEM IS NOT DRINKABLE; EACH LOT OWNER SHALL BE RESPONSIBLE TO ENSURE THAT IRRIGATION WATER WITHIN THE BOUNDARIES OF SUCH OWNER'S LOT IS NOT CONSUMED BY ANY PERSON OR USED FOR CULINARY PURPOSES.

8.2 No Private System. Lot Owners shall not construct any ditch, drain, well or water system upon any Lot or Common Area for domestic use or irrigation purposes.

ARTICLE IX: ASSESSMENTS

9.1 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.

9.1.1 Assessment Constitutes Lien. Such Assessments and charges together with interest, costs and reasonable attorneys' 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.

9.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorneys' 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.

9.1.3 Exempt Lots. The following Lots shall be exempt from the assessments created herein: (1) all property expressly dedicated to and accepted by a local public authority; (2) the Common Areas; (3) all Building Lots owned by Grantor, until title is transferred to another, or until occupancy, whichever first occurs; and (4) all other properties owned by Grantor or the Association.

9.2 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.

9.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, 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").

9.2.2 Maximum Regular Assessment. Until January 1 of the year following the conveyance of the first Building Lot to an Owner (other than a builder or Grantor), the maximum Regular Assessment shall be Two Hundred Twenty Five and no/100 Dollars (\$225.00) per Building Lot per year, to be billed and paid monthly, quarterly, semi-annually, or annually, as determined at the discretion of the Board. From and after January 1 of the year following the conveyance of the first Building Lot to an Owner (other than a builder or Grantor), the maximum Regular Assessment may be increased each year not more than ten percent (10%) above the Regular Assessment for the previous year without a vote of three-fourths (3/4) of the votes of the Members, at a meeting duly called for this purpose. Without limiting the foregoing, the Board may fix the Regular Assessment at an amount not in excess of the maximum.

9.2.3 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, including Grantor, for any given fiscal year shall be computed as follows:

9.2.3.1 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots in the Property.

9.3 Special Assessments.

9.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such 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 thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross 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.

9.3.2 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 for such Association.

9.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of the governing instruments for Silverdale Subdivision.

9.5 Set-Up and Transfer Assessments. Upon the initial conveyance of each Building Lot, the Purchaser thereof shall pay a set-up assessment to the Association in the amount of \$250.00. Upon each subsequent conveyance, the Purchaser thereof shall pay a transfer assessment to the Association in the amount of \$50.00.

9.6 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.

9.7 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

9.8 Notice and Assessment Due Date. Ten (10) days prior written notice 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 installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each installment that is not paid within thirty (30) days after the due date shall accrue a late fee of \$25.00. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owner's Building Lot.

9.9 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 Building Lot Owner is in default under the provisions of this Declaration, and further stating the

dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph 9.9 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 as to which the signor shall have had no actual knowledge.

9.10 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE X: ENFORCEMENT OF ASSESSMENTS; LIENS

10.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such 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 commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 10.3 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.

10.2 Assessment Liens.

10.2.1 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 attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recordation of a claim of lien with the Ada County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and 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.

10.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Ada 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 notice), a sufficient description of the Building Lot(s) against which the same have been assessed, the name of the record Owner thereof, and any other information required by applicable law. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

10.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, 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.

10.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and 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 notice of delinquency and 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 Ada County Recorder.

10.5 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. Except as expressly provided in paragraph 10.6 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.

10.6 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 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 such Building Lot shall remain subject to this Declaration as amended.

ARTICLE XI: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

11.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe. 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.

11.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

11.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

11.2.2 Hours and days of the week when such an inspection may be made.

11.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article XI.

11.3 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 right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE XII: ARCHITECTURAL COMMITTEE

12.1 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 the Architectural Committee ("Architectural Committee" or "AC"). Each member 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. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

12.2 Grantor's Right of Appointment. At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration that Grantor is the Owner of any of the Property, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right 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,

Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

12.3 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 the inspection of construction in progress to assure its conformance with plans 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 contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area 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.

12.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements to the Association for the maintenance thereof, and/or upon the agreement of the Applicant 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.

12.3.2 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 plans 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. 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 Common Area.

12.3.3 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 by the Architectural Committee of any required plans and specifications, the Architectural Committee may postpone review of any plan submitted for approval.

12.3.4 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 thirty (30) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article XII shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within thirty (30) days after the date of filing said materials with the Architectural Committee.

12.4 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 a 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 paragraph 12.9. 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.

12.5 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 and 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 whatever subsequently or additionally submitted for approval or consent.

12.6 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.

12.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

12.7.1 Upon the completion of any work for which approved plans are required under this Article XII, the Owner shall give written notice of completion to the Architectural Committee.

12.7.2 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 approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day

period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

12.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, 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 the 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.

12.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within 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.

12.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to the Association, or to any Owner or Grantee 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.

12.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. However no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the

Architectural Committee, and shall become effective upon recordation in the office of the County Recorder of Ada County. 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 in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE XIII: EASEMENTS

13.1 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 Improvements including but not limited to structures, walkways, bike paths, 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 paragraph 13.1.

13.2 Easements of Access. 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 of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. 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.

13.3 Drainage and Utility Easements. 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 any Association the right to grant additional easements and rights-of-way over the Property and/or a Tract, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Building Lot in the Property to a purchaser.

13.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on a Plat 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 of such Building Lots and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XIII, 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 Association 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 area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

13.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

13.4.1 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 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.

13.4.2 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 such Owner's Building Lot.

13.5 Driveway Easements. Whenever a driveway is installed within the Property which in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served, or 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 such other Building Lot as required to service such Owner's Building Lot or to repair, replace or maintain such driveway.

13.6 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 on behalf

of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

13.7 General Landscape Easement. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of installing, maintaining, replacing and restoring exterior landscaping, and natural vegetation and habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting and such other landscaping activities within the Property as such Association shall determine to be necessary from time to time.

13.8 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 eave line.

13.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall, constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within three (3) 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 3 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 of fence.

ARTICLE XIV: MISCELLANEOUS

14.1 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, 2030, unless amended as herein provided. After December 31, 2030, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless 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 Ada County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Kuna and Ada County Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

14.2 Amendment.

14.2.1 By Grantor. Except as provided in paragraph 14.3 below, until the recordation of the first deed to a Building Lot in the Property, 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. Any amendment affecting only a particular Tract

may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such Tract.

14.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article XIV, any amendment shall 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 by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article XIV shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

14.2.3 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 property which existed prior to the said amendment.

14.3 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 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 such Building Lot shall remain subject to this Declaration, as amended.

14.4 Notices. Any notices permitted or required to be delivered as provided herein 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 any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph 14.4.

14.5 Enforcement and Non-Waiver.

14.5.1 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 hereof against any property within the Property and Owners thereof.

14.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot 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 in the

Grantor, the Association or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, 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 only if such self-help is preceded by reasonable notice to the Owner.

14.5.3 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.

14.5.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

14.5.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

14.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

14.6.1 Restrictions Construed Together. All of the provisions hereof 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.

14.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 14.6.1, 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 herein.

14.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each including the masculine, feminine and neuter.

14.6.4 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

14.7 Successors and Assigns. 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.

14.8 City Park. Grantor shall dedicate Lot 1, Block 1, Arbor Ridge Subdivision No. 1 to the City of Kuna, Idaho for the city's ownership and maintenance as a city park in accordance with the provisions of Section 3.1.5 of the Development Agreement recorded May 11, 2006 as Instrument No. 106073892, records of Ada County, Idaho.

ARTICLE XV: ANNEXATION

15.1 Time for Annexation; Land Subject to Annexation: Grantor hereby reserves to itself and its successors and assigns the right to annex any other real property into Subdivision by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the Subdivision, pursuant to the provisions of this Article.

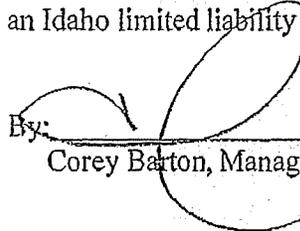
Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the Property; and thereafter, the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Building Lots within the added land shall be the same as in the case of the original land. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of Building Lots within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.

15.2. Procedure for Annexation: Any Notice of Annexation or Supplemental Declaration to be recorded hereunder shall contain the following information:

- A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of Ada County where this Declaration is recorded;
- B. An exact legal description of the added land;
- C. A statement that the provisions of this Declaration shall apply to the added land, except as set forth therein; and
- D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration.

IN WITNESS WHEREOF, Grantor has set its hand this 22nd day of June, 2007.

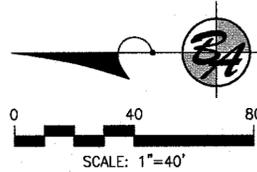
DYVER DEVELOPMENT LLC,
an Idaho limited liability company

By:  _____
Corey Barton, Managing Member

Arbor Ridge Subdivision No. 6

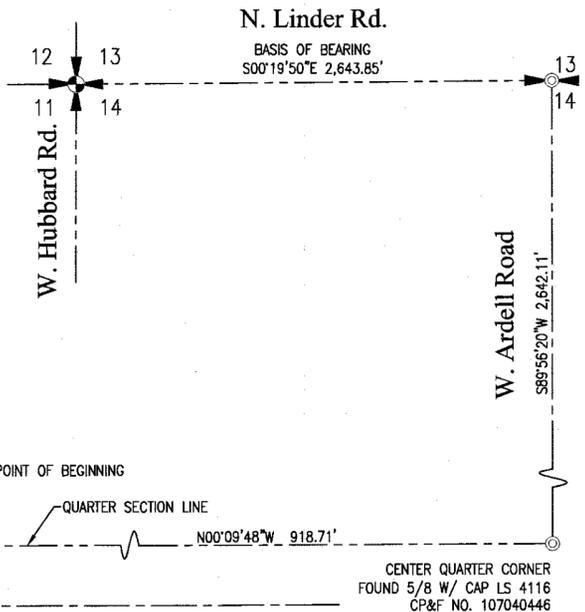
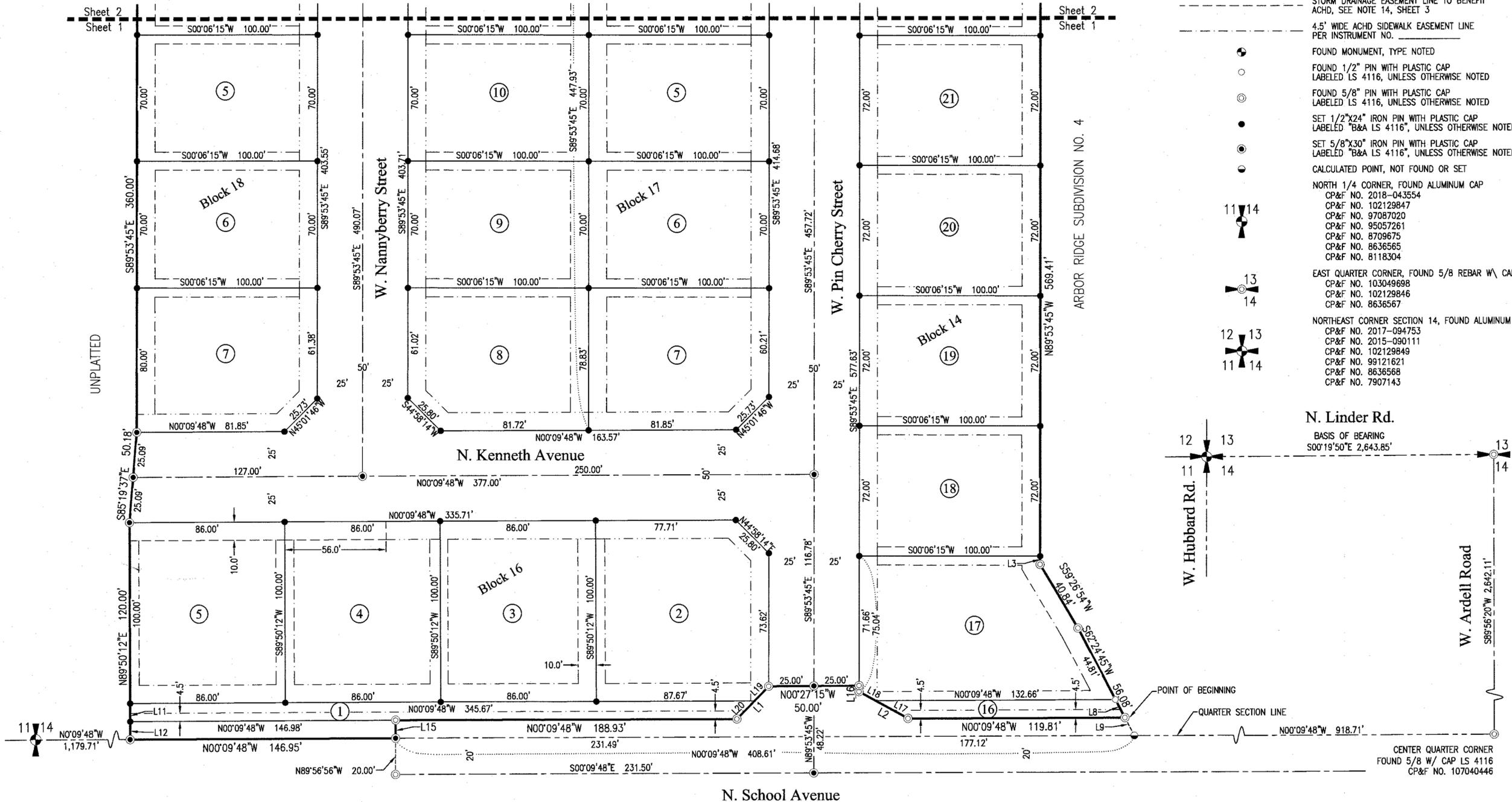
A portion of the north half of Section 14, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho.

2019



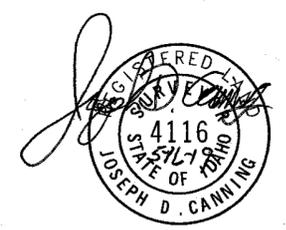
Legend

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- STREET CENTERLINE
- ADJOINING PROPERTY LINE
- TIE LINE
- WATER, SEWER, DRAINAGE, AND PRESSURE IRRIGATION EASEMENT LINE TO BENEFIT THE CITY OF KUNA, SEE NOTE 10, SHEET 3 FOR MORE INFORMATION
- 10' WIDE PUBLIC UTILITY EASEMENT LINE, SEE NOTE 9, SHEET 3 FOR MORE INFORMATION
- STORM DRAINAGE EASEMENT LINE TO BENEFIT ACHD, SEE NOTE 14, SHEET 3
- 4.5' WIDE ACHD SIDEWALK EASEMENT LINE PER INSTRUMENT NO.
- FOUND MONUMENT, TYPE NOTED
- FOUND 1/2" PIN WITH PLASTIC CAP LABELED LS 4116, UNLESS OTHERWISE NOTED
- FOUND 5/8" PIN WITH PLASTIC CAP LABELED LS 4116, UNLESS OTHERWISE NOTED
- SET 1/2"x24" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116", UNLESS OTHERWISE NOTED
- SET 5/8"x30" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116", UNLESS OTHERWISE NOTED
- CALCULATED POINT, NOT FOUND OR SET
- NORTH 1/4 CORNER, FOUND ALUMINUM CAP
CP&F NO. 2018-043554
CP&F NO. 102129847
CP&F NO. 97087020
CP&F NO. 95057261
CP&F NO. 8709675
CP&F NO. 8636565
CP&F NO. 8118304
- EAST QUARTER CORNER, FOUND 5/8 REBAR W/ CAP PLS 5461
CP&F NO. 103049698
CP&F NO. 102129846
CP&F NO. 8636567
- NORTHEAST CORNER SECTION 14, FOUND ALUMINUM CAP
CP&F NO. 2017-094753
CP&F NO. 2015-090111
CP&F NO. 102129849
CP&F NO. 99121621
CP&F NO. 8636568
CP&F NO. 7907143



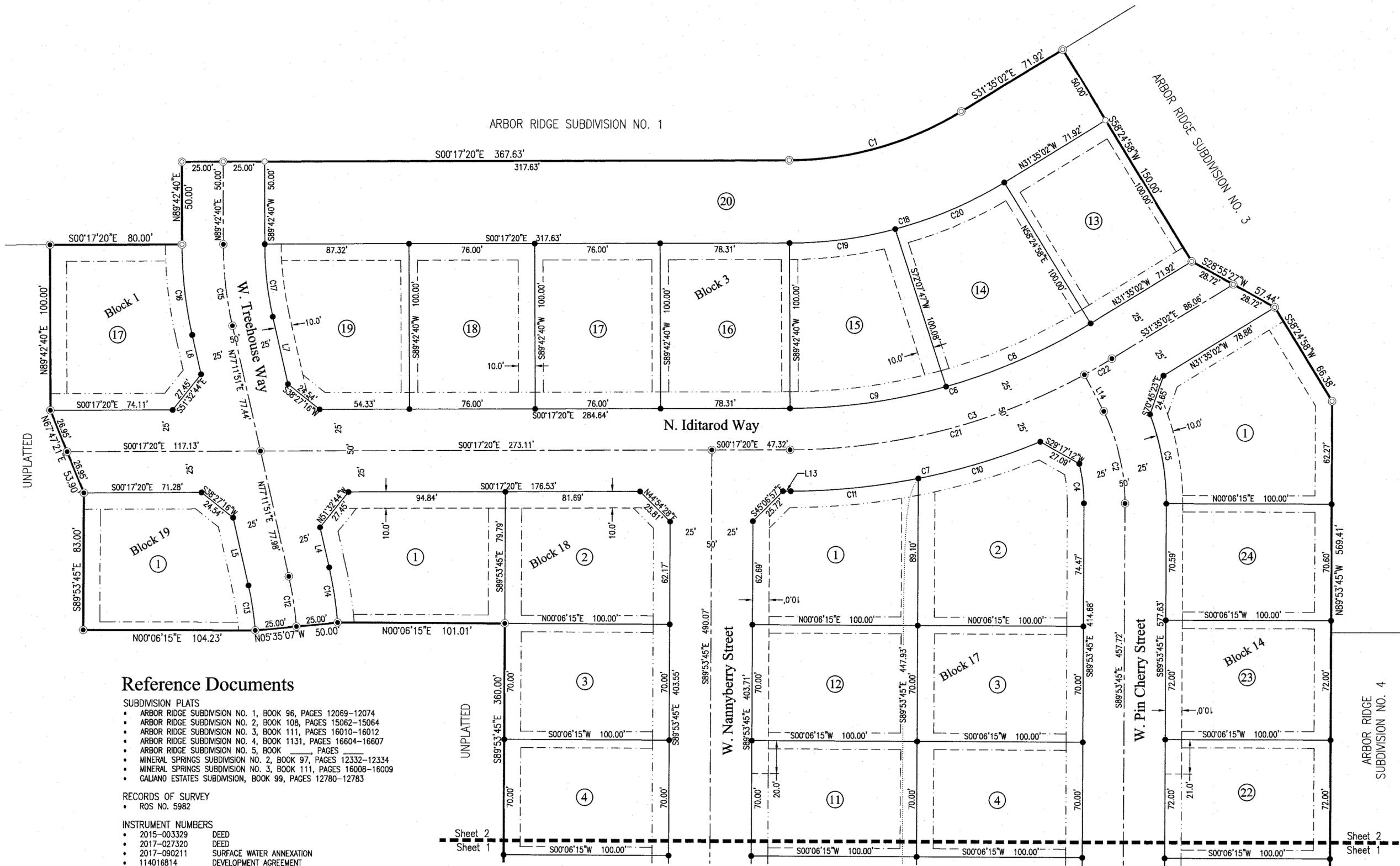
See Sheet 2 For Reference Documents
See Sheet 3 For Curve Table, Line Table, and Notes

ARBOR RIDGE SUBDIVISION NO. 5



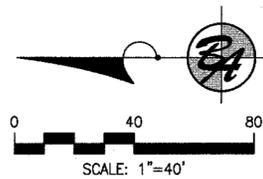
B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

Arbor Ridge Subdivision No. 6

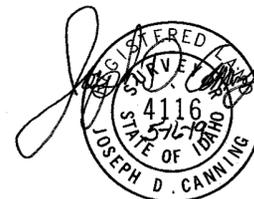


Reference Documents

- SUBDIVISION PLATS**
- ARBOR RIDGE SUBDIVISION NO. 1, BOOK 96, PAGES 12069-12074
 - ARBOR RIDGE SUBDIVISION NO. 2, BOOK 108, PAGES 15062-15064
 - ARBOR RIDGE SUBDIVISION NO. 3, BOOK 111, PAGES 16010-16012
 - ARBOR RIDGE SUBDIVISION NO. 4, BOOK 1131, PAGES 16604-16607
 - ARBOR RIDGE SUBDIVISION NO. 5, BOOK _____, PAGES _____
 - MINERAL SPRINGS SUBDIVISION NO. 2, BOOK 97, PAGES 12332-12334
 - MINERAL SPRINGS SUBDIVISION NO. 3, BOOK 111, PAGES 16008-16009
 - GALIANO ESTATES SUBDIVISION, BOOK 99, PAGES 12780-12783
- RECORDS OF SURVEY**
- ROS NO. 5982
- INSTRUMENT NUMBERS**
- 2015-003329 DEED
 - 2017-027320 DEED
 - 2017-090211 SURFACE WATER ANNEXATION DEVELOPMENT AGREEMENT
 - 114016814 LICENSE AGREEMENT SIDEWALK EASEMENT



See Sheet 3 For Curve Table, Line Table, and Notes



B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

Arbor Ridge Subdivision No. 6

Line Table		
LINE	BEARING	DISTANCE
L1	N45°51'42"W	25.28'
L2	N28°50'34"E	30.88'
L3	S89°53'45"E	4.54'
L4	N77°11'51"E	24.89'
L5	N77°11'51"E	42.19'
L6	N77°11'51"E	24.35'
L7	N77°11'51"E	41.65'
L8	S62°24'45"W	11.27'
L9	N62°24'45"E	11.26'
L11	S89°50'12"W	10.00'
L12	S89°50'12"W	10.00'
L13	S0°17'20"E	4.71'
L14	N61°23'31"E	25.00'
L15	N89°56'56"W	10.00'
L16	S89°53'45"E	3.38'
L17	N28°50'34"E	20.63'
L18	N28°50'34"E	10.25'
L19	N45°51'42"W	11.31'
L20	N45°51'42"W	13.97'

Curve Table						
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD DIST	
C1	31°17'42"	200.00'	109.24'	S15°56'11"E	107.89'	
C2	26°27'03"	125.00'	57.71'	N76°52'44"E	57.20'	
C3	31°17'42"	375.00'	204.83'	S15°56'11"E	202.29'	
C4	13°52'35"	100.00'	24.22'	N83°09'58"E	24.16'	
C5	21°07'02"	150.00'	55.28'	N79°32'44"E	54.97'	
C6	31°17'42"	350.00'	191.17'	S15°56'11"E	188.80'	
C7	22°09'11"	400.00'	154.66'	S11°24'45"E	153.70'	
C8	15°40'10"	350.00'	95.72'	S23°44'57"E	95.42'	
C9	15°37'33"	350.00'	95.45'	S8°06'06"E	95.16'	
C10	11°01'12"	400.00'	76.93'	S16°58'45"E	76.81'	
C11	11°08'00"	400.00'	77.73'	S5°54'09"E	77.60'	
C12	7°48'21"	225.00'	30.65'	N81°06'01"E	30.63'	
C13	7°52'45"	200.00'	27.50'	N81°08'14"E	27.48'	
C14	7°44'49"	250.00'	33.80'	N81°04'15"E	33.78'	
C15	12°30'49"	228.00'	49.80'	S83°27'16"W	49.70'	
C16	12°30'51"	253.00'	55.26'	S83°27'16"W	55.15'	
C17	12°30'52"	203.00'	44.34'	S83°27'17"W	44.25'	
C18	31°17'42"	250.00'	136.55'	S15°56'11"E	134.86'	
C19	14°50'34"	250.00'	64.76'	S7°42'37"E	64.58'	
C20	16°27'08"	250.00'	71.79'	S23°21'28"E	71.54'	
C21	28°19'09"	375.00'	185.35'	S14°26'54"E	183.47'	
C22	2°58'33"	375.00'	19.48'	S30°05'45"E	19.48'	

Notes

- THIS PROPERTY LIES WITHIN THE BOISE-KUNA IRRIGATION DISTRICT AND THE KUNA MUNICIPAL IRRIGATION DISTRICT. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO ASSESSMENTS. IRRIGATION WATER WILL BE PROVIDED BY THE KUNA MUNICIPAL IRRIGATION DISTRICT IN COMPLIANCE WITH IDAHO CODE SECTION §31-3805(1)(B).
- ALL REFERENCES TO HOMEOWNERS' ASSOCIATION HEREON ARE TO THE ARBOR RIDGE SUBDIVISION & SILVERDALE SUBDIVISION HOMEOWNERS' ASSOCIATION AND THE OWNERS OF THE LOTS, WITHIN SAID SUBDIVISION, JOINTLY PURSUANT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED AS INSTRUMENT NUMBER 107090857, AS AMENDED AND AS MAY BE AMENDED FROM TIME TO TIME.
- 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.
- 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 ARBOR RIDGE SUBDIVISION.
- LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
- LOT 20, BLOCK 3; LOT 16, BLOCK 14 AND LOT 9, BLOCK 16 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, AS DETERMINED BY THE CITY OF KUNA.
- 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.
- ALL EASEMENTS 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 RIGHTS-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 RIGHTS-OF-WAYS, REAR LOT LINES AND THE EXTERIOR BOUNDARY.
• 10-FOOT WIDE CENTERED ON INTERIOR LOT LINES.
- DIRECT LOT ACCESS TO N. SCHOOL AVENUE IS PROHIBITED UNLESS SPECIFICALLY APPROVED IN WRITING BY THE ADA COUNTY HIGHWAY DISTRICT AND 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 19, BLOCK 3, LOTS 1 AND 2, BLOCK 18; LOTS 1, 11 AND 12, BLOCK 17; LOTS 1, 22, 23 AND 24, BLOCK 14, AND LOTS 5 AND 6, BLOCK 16; ARE SERVIENT TO AND CONTAINS 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. 2015-103256, 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.
- THIS DEVELOPMENT IS SUBJECT TO A LICENSE AGREEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT, INSTRUMENT NO. _____.
- LOT 20, BLOCK 3; LOT 16, BLOCK 14; AND LOT 9, BLOCK 16 ARE SUBJECT TO A BLANKET EASEMENT RESERVED FOR THE CITY OF KUNA FOR WATER, SEWER, IRRIGATION AND DRAINAGE PURPOSES.
- THIS DEVELOPMENT IS SUBJECT TO A DEVELOPMENT AGREEMENT, INST. NO. 114016814.
- LOT 20, BLOCK 3 IS SUBJECT TO AN EASEMENT TO THE BOISE KUNA IRRIGATION DISTRICT AND IDAHO BUREAU OF RECLAMATION FOR THE HUBBARD BEAL DRAIN FOR IRRIGATION WATER DELIVERY AND MAINTENANCE, TO THE CITY OF KUNA FOR WATER, SEWER AND IRRIGATION WATER DELIVERY AND MAINTENANCE.

Certificate of Owner

A PORTION OF THE NORTH HALF OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 14; THENCE S00°19'50"E, 2,643.85 FEET ALONG THE CENTERLINE OF N. LINDER ROAD AND ALONG THE EASTERLY BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 14 TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14 AND TO THE CENTERLINE OF W. ARDELL ROAD; THENCE S89°56'20"W, 2,642.11 FEET ALONG THE SOUTHERLY BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 14 AND THE CENTERLINE OF W. ARDELL ROAD TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE N00°09'48"W, 918.71; THENCE N62°24'45"E, 11.26 FEET TO THE EASTERLY RIGHT OF WAY OF N. SCHOOL AVENUE AND THE POINT OF BEGINNING:

THENCE N00°09'48"W, 119.81 FEET ALONG SAID EASTERLY RIGHT OF WAY;

THENCE N28°50'34"E, 30.88 FEET ALONG SAID EASTERLY RIGHT OF WAY;

THENCE S89°53'45"E, 3.38 FEET ALONG SAID EASTERLY RIGHT OF WAY;

THENCE N00°27'15"W, 50.00 FEET ALONG SAID EASTERLY RIGHT OF WAY;

THENCE N45°51'42"W, 25.28 FEET ALONG SAID EASTERLY RIGHT OF WAY;

THENCE N00°09'48"W, 188.93 FEET ALONG SAID EASTERLY RIGHT OF WAY;

THENCE N89°56'56"W, 10.00 FEET;

THENCE N00°09'48"W, 146.95 FEET PARALLEL TO AND 10.00 FEET WESTERLY OF SAID EASTERLY RIGHT OF WAY;

THENCE N89°50'12"E, 120.00 FEET;

THENCE S85°19'37"E, 50.18 FEET;

THENCE S89°53'45"E, 360.00 FEET;

THENCE N00°06'15"E, 101.01 FEET;

THENCE N05°35'07"W, 50.00 FEET;

THENCE N00°06'15"E, 104.23 FEET;

THENCE S89°53'45"E, 83.00 FEET;

THENCE N67°47'21"E, 53.90 FEET;

THENCE N89°42'40"E, 100.00 FEET TO THE WESTERLY BOUNDARY OF ARBOR RIDGE SUBDIVISION NO. 1 AS SHOWN IN BOOK 96 OF PLATS, PAGES 10269 THROUGH 12074, RECORDS OF ADA COUNTY, IDAHO;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID WESTERLY BOUNDARY OF ARBOR RIDGE SUBDIVISION NO. 1:
S00°17'20"E, 80.00 FEET;
N89°42'40"E, 50.00 FEET;
S00°17'20"E, 367.63 FEET;
109.24 FEET ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 31°17'42", A LONG CHORD BEARING OF S15°56'11"E, AND A LONG CHORD DISTANCE OF 107.89 FEET;
S31°35'02"E, 71.92 FEET TO THE MOST NORTHERLY CORNER OF ARBOR RIDGE SUBDIVISION NO. 3 AS SHOWN IN BOOK 111 OF PLATS, PAGES 16010 THROUGH 16012, RECORDS OF ADA COUNTY, IDAHO;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID NORTHERLY BOUNDARY OF ARBOR RIDGE SUBDIVISION NO. 3:
S58°24'58"W, 150.00 FEET;
S28°55'27"W, 57.44 FEET;
S58°24'58"W, 66.38 FEET;

THENCE N89°53'45"W, 569.41 FEET ALONG SAID NORTHERLY BOUNDARY OF ARBOR RIDGE SUBDIVISION NO. 3 AND THE NORTHERLY BOUNDARY OF ARBOR RIDGE SUBDIVISION NO. 4 AS SHOWN IN BOOK 113 OF PLATS, PAGES 16604 THROUGH 16607, RECORDS OF ADA COUNTY, IDAHO;

THENCE S59°26'54"W, 40.84 FEET ALONG THE NORTHWESTERLY BOUNDARY OF SAID ARBOR RIDGE SUBDIVISION NO. 4;

THENCE S62°24'45"W, 56.08 FEET CONTINUING ALONG THE NORTHWESTERLY BOUNDARY OF SAID ARBOR RIDGE SUBDIVISION NO. 4 TO THE POINT OF BEGINNING.

COMPRISING 10.80 ACRES, MORE OR LESS.

See Sheet 4 For Owner's Signature



B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381



MAIN OFFICE • 707 N. ARMSTRONG PL. • BOISE, ID 83704-0825
PHONE (208) 375-5211 • FAX (208) 327-8500 • cdhd.idaho.gov

"Healthy People in Healthy Communities"

19-0373

May 29, 2019

Ada County Recorder
Attn: Phil McGrane
200 West Front Street
Boise, ID 83702

RE: Arbor Ridge Subdivision No. 6

Dear Mr. McGrane:

Central District Health Department has reviewed and does approve the final plat for this subdivision for central water and central sewer facilities. Final approval was given May 29, 2019.

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing the City of Kuna and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

If you have any questions, please call 208-327-8517.

Sincerely,

A handwritten signature in black ink that reads 'Lori Badigian'.

Lori Badigian, R.E.H.S.
Senior Environmental Health Specialist

cc: Challenger Development, Inc.
B & A Engineers, Inc.
City of Kuna

LB:bk

RECEIVED
JUN 03 2019
CITY OF KUNA

SERVING ADA, BOISE, ELMORE AND VALLEY COUNTIES

Ada / Boise County Office
707 N. Armstrong Place • Boise, ID 83704
Phone: (208) 375-5211 • Fax: (208) 327-8500

Elmore County Office
520 E. 8th Street North • Mountain Home, ID 83647
Phone: (208) 587-4407 • Fax: (208) 587-3521

Valley County Office
703 1st Street • McCall, ID 83638
Phone: (208) 634-7194 • Fax: (208) 634-2174



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

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.

Project name: Merino Cove Subdivision	Applicant: Quadrant Consulting, Inc. Attn: Chuck Christensen
---	--

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

Applicant (✓)	Description	Staff (✓)
<input checked="" type="checkbox"/>	Completed and signed Commission & Council Review Application.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	All pages of the proposed Final Plat.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation and other public improvements.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	A written application for approval of such final plat as stipulated by the commission.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	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.	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Such other information as the director or commission may deem necessary to establish whether or not all proper parties have signed and/or approved said final plat.	<input type="checkbox"/>
<input checked="" type="checkbox"/>	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.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Any proposed restrictive covenants and/or deed restrictions, and homeowners' association documents.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	The final plat shall include and be in compliance with all items required under title 50, chapter 13 of the Idaho Code.	<input checked="" type="checkbox"/>

n/a

n/a

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.



received
7.19.19



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)	19-07-FP
Project name	Merino Cove Final Plat
Date Received	7.19.19
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

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>Varriale Construction, Inc.</u>	Phone Number: <u>208 888 3340</u>
Address: <u>2018 S. Pond Street</u>	E-Mail: <u>ghvcshannan@qwestoffice.net</u>
City, State, Zip: <u>Boise, ID 83705</u>	Fax #: _____
Applicant (Developer): <u>Varriale Construction, Inc</u>	Phone Number: <u>208 888 3340</u>
Address: <u>2018 S. Pond Street</u>	E-Mail: <u>ghvcshannan@qwestoffice.net</u>
City, State, Zip: <u>Boise, ID 83705</u>	Fax #: _____
Engineer/Representative: <u>Quadrant Consulting</u>	Phone Number: <u>208 342 0091</u>
Address: <u>Chuck Christensen 1904 W Overland</u>	E-Mail: <u>chuck@quadrant.cc</u>
City, State, Zip: <u>Boise, ID 83702</u>	Fax #: <u>208 342 0092</u>

Subject Property Information

Site Address: <u>882 East Hubbard Road</u>
Site Location (Cross Streets): <u>Hubbard Road and Meridian Road</u>
Parcel Number (s): <u>S1407347180</u>
Section, Township, Range: <u>S 7, T2N, R1E</u>
Property size : <u>6.8 Acres</u>
Current land use: <u>Vacant</u> Proposed land use: <u>Single Family Res.</u>
Current zoning district: <u>R6</u> Proposed zoning district: <u>R6</u>

Project Description

Project / subdivision name: Merino Cove Subdivision

General description of proposed project / request: Subdivide the property into 25 single family residential lots

Type of use proposed (check all that apply):

Residential _____

Commercial _____

Office _____

Industrial _____

Other _____

Amenities provided with this development (if applicable): Landscaping along Hubbard Road

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: 25 Number of building lots: 25

Number of common and/or other lots: 2 common area lots

Type of dwellings proposed:

Single-Family 25

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): _____

Gross density (DU/acre-total property): 3.8 Net density (DU/acre-excluding roads): 4.2

Percentage of open space provided: 11% Acreage of open space: 0.75 Ac

Type of open space provided (i.e. landscaping, public, common, etc.): Common area landscaping and canal easement

Non-Residential Project Summary (if applicable)

Number of building lots: _____ Other lots: _____

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

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

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

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

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

Proposed Parking:

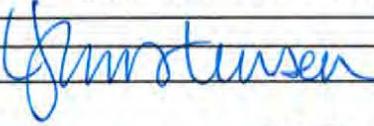
a. Handicapped spaces: _____ Dimensions: _____

b. Total Parking spaces: _____ Dimensions: _____

c. Width of driveway aisle: _____

Proposed Lighting: _____

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

Applicant's Signature:  Date: 7/16/2019

received
7.19.19



July 18, 2019

Mr. Troy Behunin
City of Kuna Planning Department
P.O. Box 13
Kuna, ID 83634

Re: Merino Cove Subdivision – Case Number 17-11-S

Dear Mr. Behunin

The conditions of approval for the subdivision referenced above have been addressed as outlined below:

1. The construction plans have been approved, including sewer, water, pressure irrigation and grading. The plans were approved by the Kuna City Engineer, and most of the construction has been completed. The Kuna Fire Department reviewed the project plans and approved all fire flow requirements and access easements. No modifications to the existing irrigation system, including the adjacent Mason Creek Feeder canal were constructed or proposed. The ACHD reviewed and approved all roadway plans, and the final inspection is in process for the street improvements.
2. This condition is noted and has been met.
3. This condition is noted and has been met.
4. The surface irrigation waters crossing the property have been piped.
5. The proposed street lighting has been installed in accordance with Kuna City Code.
6. The fencing within and around the project has been installed in conformance with Kuna City Code.
7. There is no subdivision signage proposed.
8. Missing
9. These requirements have been satisfied.
10. The request for the transfer of irrigation water rights has been submitted to the City of Kuna.
11. Missing
12. Approval from the required agencies for the landscaping has been obtained. Most of the landscaping has been installed.
13. This condition is noted and has been met to the best of my knowledge.



14. Although I am not familiar with ALL local, state and federal laws, this condition has been met to the best of my knowledge.

Thanks very much for your help with this project.

Sincerely,

A handwritten signature in blue ink that reads "Christensen".

Chuck Christensen, P.E.
Quadrant Consulting, Inc.



8151 W. Rifleman Street
Boise, ID 83704

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=2 BONNIE OBERBILLIG
PIONEER TITLE COMPANY OF ADA COUNTY

2017-089611
09/22/2017 09:56 AM
\$15.00

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 633121 SRM/MA

WARRANTY DEED

For Value Received John W. Browning, an unmarried man on November 17, 2014 the date of
acquiring title

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Varriale Construction, Inc.

hereinafter referred to as Grantee, whose current address is 2018 S Pond ST, Boise, ID 83705

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the
said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are
free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those
made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions,
dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies,
and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable,
and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: September 18, 2017

John W. Browning

John W. Browning
State of Idaho, County of Ada

On this 18 day of September in the year of 2017, before me, the undersigned, a Notary Public in and for
said State, personally appeared John W. Browning known or identified to me to be the person/persons
whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they
executed the same.

Susan J. Merritt

Residing at: _____
Commission Expires: _____

Residing at Caldwell, ID
My Commission Expires: 05-05-2023

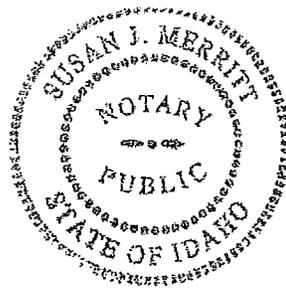


EXHIBIT A

A parcel of land being a portion of Parcel "B" of Record of Survey No. 5995, located in the South 1/2 of Section 7, Township 2 North, Range 1 East of the Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southwest corner of the SE 1/4 (South 1/4 corner) of Section 7, T.2N., R.1E., B.M.. THE REAL POINT OF BEGINNING of this description;

Thence N 89°27'26"W 334.50 feet along the South line of the SW 1/4 of said Section 7 to a point;

Thence N 00°34'15" E 789.51 feet to a point on the centerline of the Mason Creek Feeder;

Thence S 55°26'08" E 385.55 feet along said centerline to a point;

Thence S 55°46'15" E 198.38 feet along said centerline to a point;

Thence S 34°13'45" W 34.00 feet to a point;

Thence S 03°53'50" E 103.91 feet to a point;

thence S 01°48'15" W 332.01 feet to a point on the south line of the SE 1/4 of said Section 7;

thence N 89°25'45" W 132.39 feet along said south line to THE REAL POINT OF BEGINNING of this description.



City of Kuna

Council Findings of Fact & Conclusions of Law

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

To: City Council

Case Number(s): 17-11-S (Subdivision);
Merino Cove Subdivision.

Site Location: 882 E. Hubbard Rd.
Kuna, ID 83634

Planner: Troy Behunin, Planner III, for
Trevor Kesner, Planner II

Hearing Date: January 2, 2018 (tabled)
January 16, 2018

Findings of Fact: April 17, 2018

Applicant: Quadrant Consulting,
Chuck Christensen
1904 W. Overland Rd.
Boise, ID 83702
chuck@quadrant.cc

Owner: Varriale Construction, Inc
2018 S. Pond St.
Boise, ID 83705

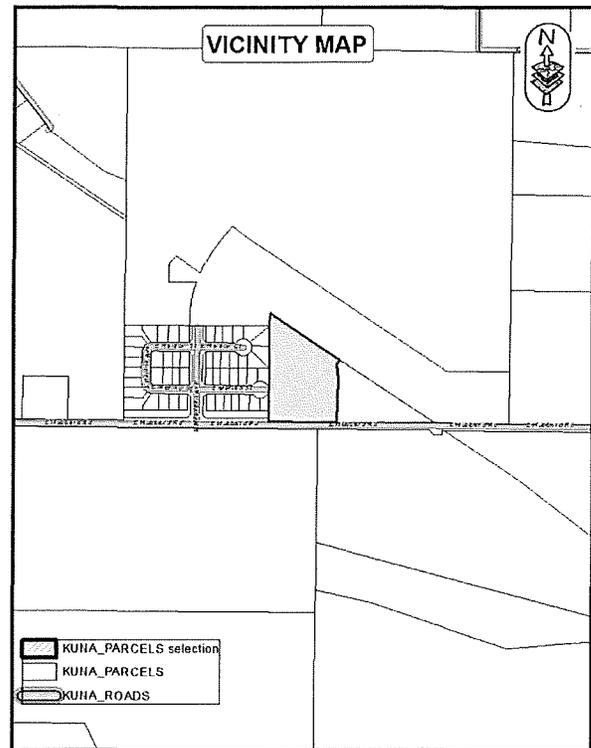


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| A. Course of Proceedings | E. Findings of Fact |
| B. General Facts and Staff Analysis | F. Conclusions of Law |
| C. Applicable Standards | G. Commission's Recommendation to CC |
| D. Comprehensive Plan Analysis | H. Council's Order of Decision |

A. Course of Proceedings

1. A Preliminary Plat for a residential subdivision is 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.

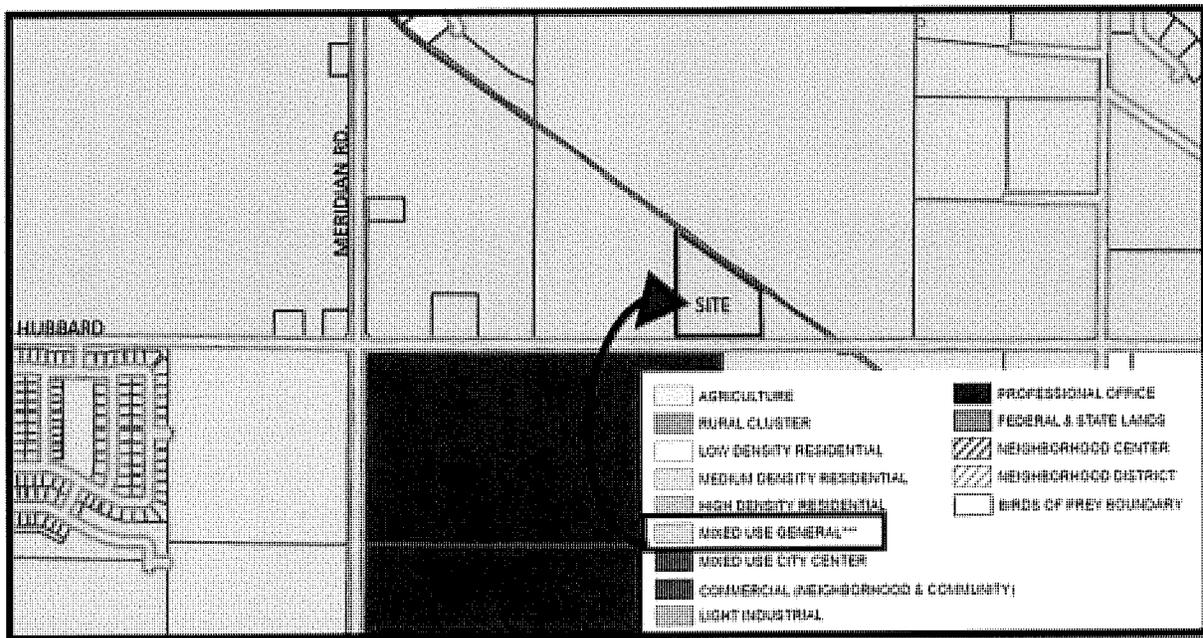
a. Agency Notifications

- | | |
|-------------------------------|-------------------|
| i. Agencies | November 28, 2017 |
| ii. 300' Property Owners | December 12, 2017 |
| Courtesy Letters for tabling: | |
| iii. Kuna, Melba Newspaper | January 11, 2018 |
| iv. Site Posted | December 13, 2017 |
| | December 22, 2017 |

2. In accordance with KCC Title 6 in Kuna City Code (KCC) this application seeks approval for a Preliminary Plat (residential subdivision) known as Merino Cove Subdivision.

B. General Project Facts and Staff Analysis

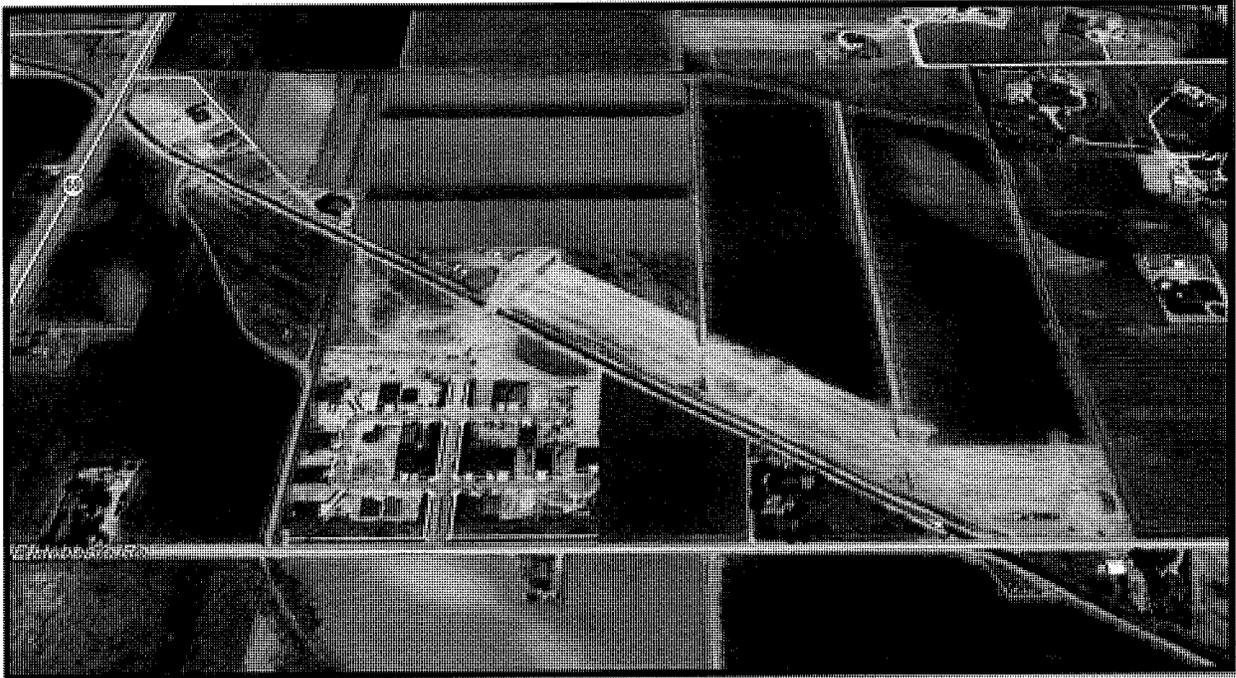
1. **Request:** A request from Quadrant Consulting, representing Varialle Construction for preliminary plat approval for an approximately 6.8-acre subject parcel within an existing R-6 zone, in order to subdivide the land into 25 single family lots, and an additional two (2) common lots. The site is located on the north side of W. Hubbard Road, approximately 500 feet east of S. Magellan Avenue; addressed as 882 E. Hubbard Road, Kuna, Idaho 83634 (APN#: #S1407347180). A Design Review application was approved for the subject parcel by Kuna Planning & Zoning on November 28th, 2017.
2. The applicant has submitted all the required documents and materials for review, held the neighborhood meeting, and posted the site in accordance with KCC posting requirements and the requirements set forth in Idaho State Code, Title 67, Chapter 65 of the Local Land Use Planning Act.
3. **History:** The subject parcel was approved for annexation by Kuna City Council in October, 2017. The parcel is situated within Kuna City limits with an existing R-6 residential zoning designation. The site has historically been used as an agricultural pasture.
4. **Legal Description:** A legal description was included with the application.
5. **Comprehensive Plan Designation:** The Comprehensive Plan Future Land Use map indicates the site has a future designation of *Mixed Use General* with residential densities ranging from 2 to 20 units per acre.



6. Surrounding Land Uses:

Direction	Current Zoning and Jurisdiction	
North	R-6	Medium Density Residential – Kuna City
South	RR	Rural Residential – <i>Ada County</i>
East	RR / R-6	Rural Residential – <i>Ada County</i> / Med. Density Res. – Kuna City
West	R-6	Medium Density Residential – Kuna City

6.1 Aerial Map:



**Copyrighted*

6.2 Parcel Number: S1407347180

6.3 Parcel Size and Current Zoning:

Approximate acres: 6.8

Zoning: R-6 (Medium Density Residential)

6.4 Public Services, Utilities and Facilities:

Fire Protection – Kuna Fire District

Police Protection – Kuna City Police (Ada County Sheriff's office)

Sanitary Sewer – City of Kuna

Potable Water – City of Kuna

Irrigation District – New York Irrigation District

Pressurized Irrigation – City of Kuna (KMID)

Sanitation Services – J & M Sanitation

6.5 Existing Structures, Vegetation and Natural Features: There appears to be a horse shelter and two (2) ancillary structures (presumably, tack sheds) on the subject parcel. These structures will be removed prior to development. The site is relatively flat with an average slope of 0% to 2%. Bedrock depth is estimated to be greater than sixty (60) inches, according to the USDA Soil Survey for Ada County. The existing vegetation on site are those commonly associated with farm fields and agricultural and horse pasturing activities.

6.6 Transportation / Connectivity: The applicant proposes access to the site by extending Merino Street, which is currently stubbed within the Patagonia development at the site's western boundary, into the site as a 36-foot wide street section with curb, gutter and 5-foot wide attached sidewalks. Merino Street will terminate as a 50-foot radius cul-de-sac internally, however, applicant proposes a 24-foot wide

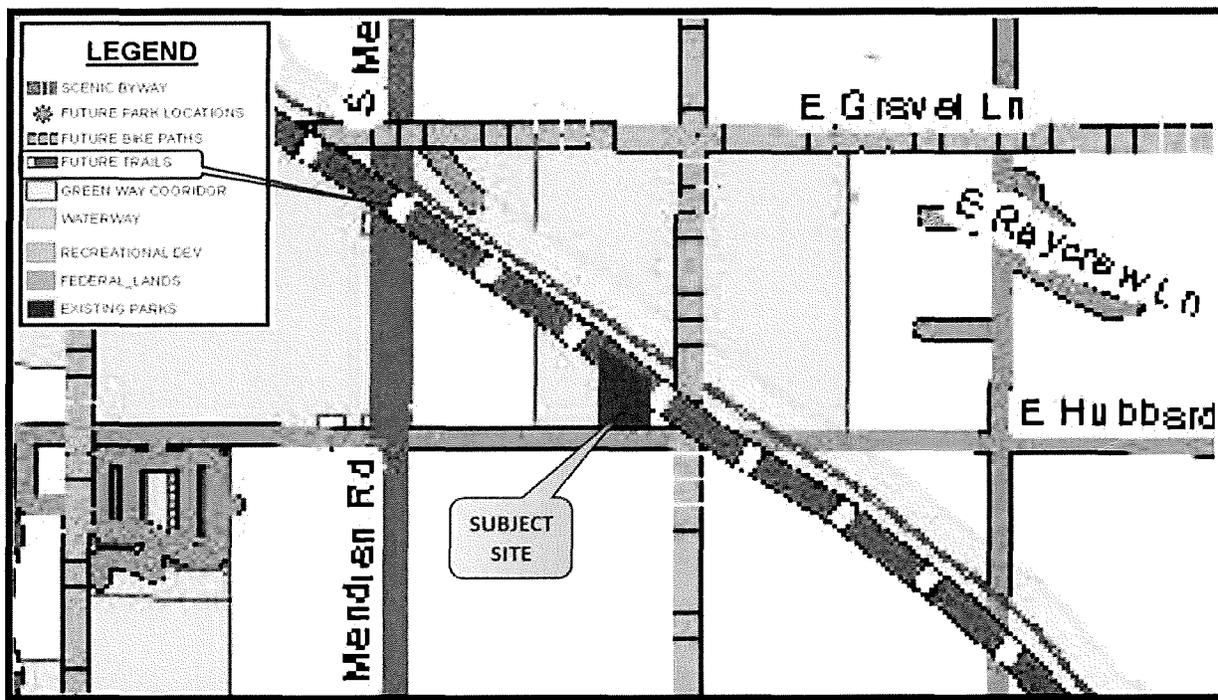
emergency access easement from Hubbard Road situated on lots 4 and 5. The subject site's road frontage is located on the north side of Hubbard Road. Hubbard Road is designated as a future 3-lane residential arterial roadway; therefore, it is recommended that the applicant dedicate additional right-of-way to accommodate 35 feet from centerline and the existing pavement should be widened to a minimum of 17-feet from centerline. Although ACHD has provided site specific recommendations for roadway improvements for the site's Hubbard Road frontage, the applicant should also be conditioned to install vertical curb and gutter in addition to the proposed sidewalk following Kuna Code standards; and to align with the Patagonia development's frontage improvements to the west.

6.7 Agency Recommendations:

The following agencies returned comments which are included as exhibits in this case file:

- Kuna School DistrictExhibit B1
- Idaho Department of Environmental Quality (DEQ)Exhibit B2
- Central District Health Department (CDHD)Exhibit B3
- Ada County Highway District (ACHD)Exhibit B4
- Kuna Public Works Department.....Exhibit B5
- Nampa/Meridian Irrigation District.....Exhibit B6
- Kuna Public Works Department (Merino Cove Plat).....Exhibit B7
- Boise Project Board of Control.....Exhibit B8

6.8 Recreation and Pathways Master Plan Map: Kuna's Master Recreation and Pathways map indicates a future trail along the Canal as it abuts the subject sites northern boundary.



Staff is not recommending that the applicant construct a trail or pathway along the Mason Creek Feeder along the project's northern boundary, because the adjacent Patagonia development will install a regional pathway on the northern side of the Mason Creek Feeder. Pedestrians may be able to utilize the emergency access easement as a direct connection to sidewalks along Hubbard Road.

The Planning & Zoning Commission recommended that the applicant work with staff and the property owners to the west of the project (Patagonia Subdivision), to construct a pathway connection that provides better cohesion between both neighborhoods, and accommodates pedestrian access and neighborhood connectivity to the regional pathway system along the north side of the Teed Lateral. The applicant has indicated that they will install the recommended pathway.

C. Applicable Standards:

1. City of Kuna Zoning Ordinance No. 230
2. City of Kuna Subdivision Ordinance No. 2010-15, Title 6 Subdivision Regulations
3. City of Kuna Landscape Ordinance No. 2006-100
4. City of Kuna Comprehensive Plan
5. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act

D. Comprehensive Plan Analysis:

The Kuna City Council determines that the subdivision of the subject site *is* consistent with the following Comprehensive Plan components:

Housing: Residents envisioned higher densities in the City's core to include opportunities for mixed residential and light commercial activity. They expressed interest in a mix of residential type dwellings applications; including **single-family**, multi-family, apartments and condominiums. They were receptive to a greater mix of lot sizes and house price to appeal to a variety of people. A goal expressed was the preservation of large lots and rural cluster development in appropriate balance with a complement of other types of residential development (Page 21 Comprehensive Plan [CP]).

Comment: *The Comprehensive Plan and the corresponding Future Land Use Map (with land use designations) provides for a medium density residential (R-6) zone. This project has proposed a density of less than six units per acre, therefore it conforms to the Comprehensive Plan and the Future Land Use Map.*

Private Property Rights Goals and Objectives - Section 2 – Summary:

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

Comment: *Utilizing the Idaho Attorney General's criteria, and a review by the City Attorney, this project does not constitute a "takings" and the Economic value is fully 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 (Pg. 42 – 1.5 and Pg. 43 – 3.1 [CP]).

Comment: *The Comprehensive Plan encourages adequate housing for all income levels and calls for increasing the amount of pedestrian connections. This project supplies additional housing types to Kuna's inventory and provides opportunities for a quality housing mix. This development has an opportunity to enhance the City's network for pedestrian and non-motorized transportation choices by constructing new sidewalks which connect to existing sidewalks and a potential pathway to connect to the Patagonia community.*

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 (Pg. 64 – 3.1 & Goal 3 and Pg. 65 – 4.3 [CP]).

Comment: *This project adds quality housing varieties to the City's inventory for all types of lifestyles, ages and economic groups. Utilizing existing stub streets for roadway access and also provides for more cohesive neighborhoods.*

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 populations 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 (Pg. 155 – Obj. 1.1, Pg. 163 12.4 and Pg. 165 – 2.1 [CP]).

Encourage mixed-use development that includes town centers, **single-family**, multi-family, accessory units, and other types of residential development. – Policy 1.1.2, Section 12, Housing (Page 155 [CP]).

Comment: *Applicant proposes a development with a variety of dwelling types and varying price points for different income levels as encouraged by the Comprehensive Plan. This project adds to the City's overall network of public utilities, sidewalks and roadways; therefore, it complies with the logical, orderly development goal. The proposed land divisions are smaller than one half acre and will connect to available public services abutting the site; thus, the development avoids increased municipal services costs and the potential for urban sprawl.*

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 creating a sense of place (Pg.167 – Goal 1 and Pg. 168 – 1.2[CP]).

Comment: *Applicant proposes good community and urban design principles by designing under the allowed densities of the R-6 zone. This development also incorporates landscape buffers, and creates a sense of place for current and future citizens while adding to the City's sidewalks and future pathway networks for adjoining property owners and future developments. In this sense, the project generally complies with the Comprehensive Plan goal.*

Neighborhoods:

Kuna's Comprehensive Plan advocates for development of self-sufficient neighborhoods. These neighborhoods are intended to be connected by transit and other non-motorized methods of transportation. Each neighborhood will have a center, a core and an edge (Page 179 [CP]).

Comment: *Kuna is not currently served with transit services; however, the applicant proposes an extension of the roadway system in compliance with the Street Circulation Plan adopted by Kuna. Applicant proposes R-6 housing densities, thereby complying with the Medium Density land use designation as outlined within the Comprehensive Plan and Comprehensive Plan Future Land Use Map.*

E. Findings of Fact:

1. All required procedural items have been completed as detailed in this staff report.
2. The residential development complies with Section 6.0 of Kuna's Comprehensive Plan.
3. The residential development complies with the Kuna City Code.
4. Public services are available and are adequate to accommodate this site's development.
5. The preliminary plat will not be detrimental to the public's health, safety and general welfare.

6. The applicant's subdivision request is in general conformance with the Kuna Comprehensive Plan Future Land Use Map.
7. The site is suitable for use as a residential subdivision, after acquiring the proper approvals.
8. The project description, staff analysis and findings of fact are correct.

F. Conclusions of Law:

1. The preliminary plat use is consistent with Kuna City Code.
2. The preliminary plat use meets the general objectives of Kuna's Comprehensive Plan.
3. The site is physically suitable for the proposed residential preliminary plat use.
4. The preliminary plat use is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
5. The preliminary plat is not likely to cause adverse public health problems.
6. The preliminary plat is generally in compliance with all ordinances and laws of the City.
7. The preliminary plat will not be detrimental to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.
8. The existing street and utility services in proximity to the site are suitable and adequate for residential subdivision development purposes.
9. Based on evidence contained in Case Nos. 17-11-S, this proposal generally complies with KCC Title 6.
10. Based on the evidence contained in Case Nos. 17-11-S, this proposal complies with Section 6.0 of Kuna Comprehensive Plan and Future Land Use Map.
11. The City Council of Kuna, Idaho, has the authority to approve or deny the preliminary plat application.
12. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and Kuna City Ordinances.

G. Commission's Recommendation to Council:

Based upon the facts outlined in staff's report, the Comp Plan, Comp Plan Map, Kuna City Code, the record before the Commission, the applicant's presentation and testimony at the November 28, 2017, and discussion at the public hearing, the Commission voted to recommend approval for Case No. 17-11-S; a subdivision request by Quadrant Consulting, representing Varriale Construction, Inc..

H. Council's Order of Decision:

17-11-S (Subdivision)

On January 2, 2018, the Council voted on Case No. 17-11-S, based on the facts outlined in staff's report and public testimony as presented, the City Council of Kuna, Idaho, hereby *approves* Case No. 17-11-S, a subdivision request by Quadrant Consulting *with* the following conditions of approval:

- Applicant shall follow the conditions outlined in the staff report and related agency reports.
 - Applicant shall work with staff to provide pathway as discussed at the hearing.
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. A copy of the agencies approvals shall be provided to Kuna's Planning and Zoning Department. All site improvements are prohibited prior to approval of these agencies.
 - a) The City's Engineer shall approve the sewer, water and pressure irrigation utility extensions and hook-ups.
 - b) The City's Engineer shall approve a grading and surface drainage run-off plan (if required). Per Central District Health Department, the plan shall be designed and facilities 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 site drainage design plan from Kuna's City Engineer. The drainage design plan shall include all site grading.

- c) Kuna Fire District shall approve all fire flow requirements and access easements.
 - d) The New York Irrigation District and the Boise Project Board of Control shall approve any modifications to the existing irrigation system.
 - e) Approval from Ada County Highway District shall be obtained, and assessed impact fees shall be paid prior to the issuance of any building permits.
2. All public right-of-way shall be dedicated and constructed to the standards of Kuna 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.
 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. The flow of any irrigation/drainage waters shall not be impeded by any construction or uses on site.
 5. Street lighting and monument lighting for the project shall be LED, and shall comply with Kuna City Code.
 6. Fencing within and around the sites shall comply with Kuna City Code (Except as specifically approved otherwise). A permit from Kuna Building Department shall be obtained prior to construction of fencing.
 7. Subdivision signage shall comply with Kuna City Code. The applicant shall apply for a sign design review and secure a permit prior to sign construction.
 9. The applicant shall adhere to all requirements for sanitary sewer, potable water, pressure irrigation system connections, rights-of-way, and all other requirements of the Public Works Director, as outlined in the memorandum dated July 25th, 2017 for case No. 17-04-AN (referenced as Exhibit B5).
 10. Prior to submitting the final plat for signature, submit a petition to the City, consenting to the pooling of irrigation surface water rights for delivery purpose and request to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation District (KMID).
 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 this requirement. 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 Council, and any other applicable agency comments.
 14. Applicant shall comply with all local, state and federal laws.

DATED: This 17th, day of April, 2018.



 Joe Stear, Mayor
 Kuna City

ATTEST: 
 Chris Engels
 Kuna City Clerk



received
7.19.19

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MERINO COVE SUBDIVISION**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MERINO COVE SUBDIVISION is made effective as _____ day of _____, 2018, by Varriale Construction, Inc., an Idaho corporation company ("Grantor" and "Class B Member").

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EXHIBIT A: LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B: COPY OF PLAT

EXHIBIT C: LOT REQUIREMENTS

ARTICLE I: RECITALS

1.1 Property Covered. The property subject to this Declaration of Covenants, Conditions and Restrictions for Merino Cove Subdivision ("Declaration") is the Property legally described in Exhibit A attached hereto and made a part hereof (the "Property"). Merino Cove Subdivision is hereby made subject to the terms of this Declaration, and is described as follows: Merino Cove Subdivision according to the plat thereof recorded on _____ as Instrument No. _____, in Book ____ of Plats at Pages _____ through _____, official records of Ada County, Idaho, a copy of which is attached hereto as Exhibit B (the "Phase 1 Plat"). The Common Area lots in Phase 1 are as reflected on the Phase 1 Plat.

1.2 Residential Development. Merino Cove Subdivision is a residential development, which Grantor currently intends to develop for quality detached single-family residential homes. The Property may contain parcels of Common Area, including open space, landscaping, drainage facilities and maintenance and access easements. Any development plans or schemes for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Grantor, and impose no obligation on Grantor as to how the Property is to be developed or improved.

1.3 Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") that will apply to the entire development and use of all portions of 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 hereby declares that the Property, and each lot, parcel or portion thereof, is and/or 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: 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; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, Grantor's successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by the Association.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MERINO COVE SUBDIVISION - 1

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including the Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing.

ARTICLE III: DEFINITIONS

3.1 "Architectural Committee" shall mean the committee created by the Grantor or an Association pursuant to Article XII hereof.

3.2 "Articles" shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.

3.3 "Assessments" shall mean those payments required of Owners, Association Members, including Regular, Special and Limited Assessments of any Association as further defined in this Declaration.

3.4 "Association" shall mean the nonprofit corporation, its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Merino Cove Subdivision Homeowners Association, Inc.," or any similar name which fairly reflects its purpose.

3.5 "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 the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of the Association.

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

3.7 "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. The term "Building Lot" shall include single-family residential lots, but shall not include the Common Area.

3.8 "Bylaws" shall mean the Bylaws of an Association.

3.9 "Common Area" shall mean any or all parcels of Merino Cove Subdivision Common Area, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open space, common landscaped areas.

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

3.11 "Grantor" shall mean Varriale Construction, Inc or its successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Varriale Construction, Inc, or its successor.

3.12 "Improvement" shall mean any structure, facility or system, or other improvement or object, 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, wildlife habitat improvements, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, recreational facilities, and fixtures of any kind whatsoever.

3.13 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including interest thereon as provided in this Declaration or a Supplemental Declaration.

3.14 "Member" shall mean each person or entity holding a membership in the Association.

3.15 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which 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.

3.16 "Person" shall mean any individual, partnership, corporation or other legal entity.

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

3.18 "Property" shall mean those portions of the Property described on Exhibit A attached hereto and incorporated herein by this reference, including each lot, parcel and portion thereof and interest therein.

3.19 "Regular Assessment" shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Common Areas and all Improvements located thereon, and the other costs of an Association which is to be levied against the Property of and paid by each Owner to the Association, pursuant to the terms hereof or the terms of this Declaration or a Supplemental Declaration.

3.20 "Special Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association pursuant to the provisions of this Declaration or a Supplemental Declaration. •

3.21 "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.

3.22 "Merino Cove Subdivision" shall mean the Property.

3.23 "Merino Cove Subdivision 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 Merino Cove Subdivision and each Owner therein. Merino Cove Subdivision 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. Merino Cove Subdivision Common Area may include easement and/or license rights.

ARTICLE N: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures - Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use, Size and Height of Dwelling Structure. All Building Lots shall be used exclusively for purposes allowed on the final plat which includes said lot.

4.1.2 Architectural Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, physical or aesthetic impacts on other properties, including 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, deem relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. 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 use, size and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure 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 any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Grantor or the applicable Architectural Committee whichever is more restrictive.

4.1.4 Accessory Structures. Detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the applicable Architectural Committee. Garages and storage sheds shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pools, 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 approved in advance.

4.1.5 Driveways. All access driveways shall have a wearing surface of asphalt, concrete, or other hard surface materials, and shall be properly graded to assure proper drainage.

4.1.6 Mailboxes. As specified by Grantor, all mailboxes will be of consistent design, material and coloration and shall be located at places designated by Grantor, U.S.P.S., or the Architectural Committee.

4.1.7 Fencing. All fencing shall be vinyl fence of taupe color and of a style selected by Grantor. Fences adjacent to common areas may be black wrought iron or powder-coated chain link. No fence, hedge or boundary wall situated anywhere upon a Building Lot shall have a height greater than six (6) feet above the finished graded surface of the Building Lot or Common Area upon which such fence, hedge, or boundary wall is situated. Any fence or boundary wall constructed on or near the lot line common to one or more Building Lots shall be constructed as a "good neighbor" fence or wall. No fence shall be constructed so as to extend toward the front of the Building Lot past the front plane of the dwelling structure constructed thereon, or closer than ten (10) feet to any side Building Lot line of a corner of a Building Lot adjacent to a dedicated street and shall be in compliance with applicable Kuna City ordinances. All fencing and boundary walls constructed on any Building Lot shall be of compatible style and material to that other fencing constructed adjacent to or abutting Common Areas, public and private streets, and shall otherwise be as approved by the applicable Architectural Committee.

4.1.8 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the improvements on a Building Lot. Fixtures, standards and all exposed accessories shall be harmonious with building design, and shall be as approved by the applicable Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided. Exterior garage lighting shall be attached or operated by photo cell.

4.1.9 Garages. Each dwelling unit shall have an attached or detached fully enclosed garage adequate for a minimum of two (2), and a maximum of five (5) standard size automobiles. No carports shall be allowed.

4.2 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.

4.3 No Further Subdivision. No Building Lot may be further subdivided.

4.4 Signs. No sign of any kind shall be displayed to the public view without the approval of the applicable Architectural Committee, except: (1) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; (2) temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation; (3) such signs identifying Merino Cove Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area; and (4) one (1) sign of customary and reasonable dimensions as prescribed by the Architectural Committee as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease. A customary "for sale" or "for lease" sign not more than three (3) feet by two (2) feet shall not require Architectural Committee approval. Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee.

4.5 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including 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. No noise or other nuisance 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 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.

4.6 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 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 damages property or facilities on or adjoining their Building Lot which would otherwise be the Associations' responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, 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, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article IX 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 for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. 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 applicable Associations fail to exercise their rights within a reasonable time following written notice by such Owner.

4.7 Grading and Drainage. A site plan indicating the proposed grading and drainage of a Lot must be approved by the Architectural Committee before any construction is initiated. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s). Builder is expressly responsible to ensure proper drainage and run off from said Building Lot. However, that responsibility transfers to the owner if such original Builder grade is altered.

4.8 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.

4.9 Unsightly Articles. No unsightly articles 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 applicable Architectural Committee. No clothing or fabrics shall be hung, dried or aired in such a way as to be visible to other 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.

4.10 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use), 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.

4.11 No Unscreened Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepared 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 by a structure concealing them from view in a manner approved by the applicable Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.12 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 Kuna City Sewer System and pay all charges assessed therefore.

4.13 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 paragraph shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.14 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 applicable Architectural Committee, except for heat pumps shown in the plans approved by the Architectural Committee. This paragraph shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.15 Vehicles. The use of all vehicles, including but not limited to trucks, automobiles, bicycles, motorcycles and snowmobiles, shall be subject to all Association Rules, which may prohibit or limit the use thereof within Merino Cove Subdivision. No 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 or bike path or pedestrian path.

4.16 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This paragraph 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 Merino Cove Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner 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. The construction of dog runs or other pet enclosures shall be subject to applicable 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/or rear Building Lot line, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from Common Area or an adjacent Building Lot.

4.17 Landscaping. The Board and/or applicable Architectural Committee may adopt rules regulating landscaping permitted and required. In the event that any Owner shall fail to install and maintain landscaping in conformance with such rules or shall allow such Owner's landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) days' prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth in Article IX.

Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. All landscaping on a Building Lot, unless otherwise specified by the applicable Architectural Committee, shall be completed as soon as reasonably practical following completion of the residential structure on such Building Lot but in all events shall be completed within 30 days of first occupancy. The initial landscaping shall include, as a minimum, sod in the front and rear yard, at least one two-inch (2") caliper tree in the front yard, three (3) five-(5)-gallon plants and five (5) one-(1)-gallon shrubs in the front yard. The use of berms and sculptured planting areas are encouraged.

4.18 Exemption of Grantor. 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 Common Area 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 course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work 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 home complexes or real estate sales or leasing offices. 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. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Ada County Recorder.

4.19 Water Rights Appurtenant to Subdivision Lands. Water shall be provided by the Kuna Municipal water system.

4.20 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 paragraph, shall require actual physical construction activities upon such dwelling structure upon such Building Lot.

4.21 Roof Material. See Exhibit C.

ARTICLE V: MERINO COVE SUBDIVISION HOMEOWNERS ASSOCIATION

5.1 Organization of Merino Cove Subdivision Homeowners Association. Merino Cove Subdivision Homeowners Association, Inc. ("Association") shall be initially organized by Grantor as a nonprofit corporation under the provisions of the Idaho Code relating to nonprofit 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.

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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 and no Owner shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Building Lot or other portion of the Property 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 attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. 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 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 so long as the Property has been fully platted, provided that the Class B membership shall not cease before the expiration of ten (10) years from the date on which the first Building Lot is sold to an Owner.

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 Owner's 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.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers 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 of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
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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 nonprofit 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 Association's other assets, including water rights when and if received from Grantor, 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. An Association set-up fee of \$200.00 and a site clean-up fee of \$150.00 shall be charged upon the first closing of each Building Lot. The initial annual Regular Assessment shall be \$400.00 per year, which amount is subject to change by the Board of Directors of the Association. The Builder owner of any building lot shall be exempt from all dues and assessments for a period of one year or until the property is sold to a third party, whichever time span is shortest.

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 Articles 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 Association deems reasonable. The Association may govern the use of the Common Areas, including but not limited to the use of private streets 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 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

5.5.1.5 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 Bylaws, the provisions of the

Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

5.5.1.6 Emergency Powers. The power, exercised by the Association or by any person authorized by it, to enter upon any 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.

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 the 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, berm, fencing and landscaping abutting Common Area, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time.

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 agent, 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:

5.5.2.7 Operation and Maintenance of Merino Cove Subdivision Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of Merino Cove Subdivision Common Area, including the repair and replacement of property damaged or destroyed by casualty loss. Specifically, the Association shall, at Grantor's sole discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association.

5.5.2.8 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.

5.5.2.9 Maintenance of Berms, Retaining Walls and Fences. Maintain the berms, retaining walls, fences and water amenities within and abutting Common Area. Maintain any water amenities constructed by Grantor or Association located in the associated easements in, over and through Building Lots as shown on the Plat.

5.5.2.10 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against Merino Cove Subdivision Common Area or against 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 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.

5.5.2.11 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 Merino Cove Subdivision Common Area, and to manage for the benefit of Merino Cove Subdivision all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

5.5.2.12 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, including, without limitation the following policies of insurance:

5.5.2.12.1 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 Merino Cove Subdivision Common Area.

5.5.2.12.2 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 use of Merino Cove Subdivision Common Area. Limits of liability of such coverage shall be as follows: Not less than One Million and No/100 Dollars (\$1,000,000.00) per person and One Million and No/100 Dollars (\$1,000,000.00) per occurrence with respect to personal injury or death, and One Million and No/100 Dollars (\$1,000,000.00) per occurrence with respect to property damage.

5.5.2.12.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

5.5.2.12.4 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.

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

5.5.2.12.6 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

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

5.5.2.14 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.

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

5.5.2.16 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 Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.

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 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 officer of the Association, 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 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:

5.7.1 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.

5.7.2 Within ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. Copies of the balance sheet and operating statement shall be distributed to each Member within ninety (90) days after the end of each fiscal year.

5.8 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, that such meeting shall occur no earlier than April 15 and no later than May 31 each year. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

ARTICLE VI: LIGHT MAINTENANCE OF STORM WATER FACILITIES

6.1 Maintenance Manual. Operation and maintenance of the storm water facilities at Merino Cove Subdivision shall be governed in accordance with a maintenance manual that may be modified from time to time at the direction of the Board of the Association.

6.2 ACHD Storm Water Drainage System. Lots 21, 22 and 23, in Block 1 Merino Cove Subdivision, contain the Ada County Highway District ("ACHD") storm water drainage system in Merino Cove Subdivision. These Lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on _____, as Instrument No. _____, official records of Ada County, Idaho, and incorporated herein by this reference as if set forth in full ("Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section Idaho Code Section 40-2302. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

6.3 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 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 and/or ACHD, which may include drainage from Common Area over any Building Lot in the Property.

ARTICLE VII: RIGHTS TO COMMON AREAS

7.1 Use of Merino Cove Subdivision Common Area. Every Owner shall have a right to use each parcel of Merino Cove Subdivision Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

7.1.1 The right of the Association to levy and increase Assessments;

7.1.2 The right of the Association to suspend the voting rights and rights to use of, or interest in, Common Area by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association Rules; and

7.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded.

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

7.1.5 The right of the Association to prohibit structures, Improvements, including manicured lawns and nursery plants.

7.2 Designation of Common Area. Grantor shall designate and reserve Merino Cove Subdivision Common Area in the Declaration, Supplemental Declarations and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

7.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Merino Cove Subdivision 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 of the Merino Cove Subdivision Common Area to the general public, and such delegation to the general public shall be for a fee set by Grantor or Association.

7.4 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 VIII: PRESSURIZED IRRIGATION

8.1 Irrigation District Service. Pressurized irrigation will be provided to each home by the Kuna Municipal water system. Homeowners will be billed directly by the City for potable and irrigation water.

ARTICLE IX: ASSESSMENTS

9.1 Covenant to Pay Assessments. By acceptance of a deed to any property in Merino Cove 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.

9.1.1 Assessment Constitutes Lien. Such Assessments and charges together with interest, costs and reasonable attorneys' 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.

9.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonably attorneys' 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.

9.2 Regular Assessments. All Owners, excluding the Grantor, are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

9.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, 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").

9.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the 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 Merino Cove 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) nor more than sixty (60) days before the beginning of each fiscal year of the Association. 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 year.

9.2.3 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 for any given fiscal year shall be computed as follows:

9.2.3.17 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots in the Property.

9.3 Special Assessments .

9.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such 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 thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the

portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross 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.

9.3.2 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 for such Association.

9.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of the governing instruments for Patagonia Subdivision.

9.5 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.

9.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

9.7 Notice and Assessment Due Date. Ten (10) days prior written notice 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 installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each installment that is not paid within thirty (30) days after the due date a late fee of \$25.00. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owner's Building Lot.

9.8 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 Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph 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 as to which the signor shall have had no actual knowledge.

9.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE X: ENFORCEMENT OF ASSESSMENTS; LIENS

10.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such 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 commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 10.3 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.

10.2 Assessment Liens.

10.2.1 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 attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recordation of a claim of lien with the Ada County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and 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.

10.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Ada 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 notice), 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 notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction or relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

10.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, 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.

10.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and 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 notice of delinquency and 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 Ada County Recorder.

10.5 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. Except as expressly provided in paragraph 10.6 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.

10.6 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 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 such Building Lot shall remain subject to this Declaration as amended.

ARTICLE XI: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

11.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe. 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.

11.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

11.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

11.2.2 Hours and days of the week when such an inspection may be made.

11.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article XI.

11.3 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 right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE XII: ARCHITECTURAL COMMITTEE

12.1 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 Merino Cove Subdivision Architectural Committee ("Architectural Committee"). Each member 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. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

12.2 Grantor's Right of Appointment. At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration in which Grantor is the Owner of any of the Property, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right 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, Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

12.3 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 the inspection of construction in progress to assure its conformance with plans 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 contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area 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.

12.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements to the Association for the maintenance thereof, and/or upon the agreement of the Applicant 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.

12.3.2 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 plans 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.

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 and/or private open space.

12.3.3 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 by the Architectural Committee of any required plans and specifications, the Architectural Committee may postpone review of any plan submitted for approval.

12.3.4 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 thirty (30) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article XII shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within thirty (30) days after the date of filing said materials with the Architectural Committee.

12.4 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 a 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 paragraph 12.9. 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.

12.5 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 and 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 whatever subsequently or additionally submitted for approval or consent.

12.6 Compensation of Member. 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.

12.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

12.7.1 Upon the completion of any work for which approved plans are required under this Article XII, the Owner shall give written notice of completion to the Architectural Committee.

12.7.2 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 approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

12.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws,

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 the 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. Or at the Committee's discretion, the committee may require a compliance deposit of \$1,500.00 at the time of the original application. The deposit shall be returned within 30 days after the Committee has determined that the Building was in compliance with the approved plans.

12.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within 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.

12.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to the Association, or to any Owner or Grantee 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.

12.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. However, no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the County Recorder of Ada County. 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 in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE XIII: EASEMENTS

13.1 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 Improvements including but not limited to structures, walkways, bike paths, 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 paragraph.

13.2 Easements of Access. 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 of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. 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.

13.3 Drainage and Utility Easements. 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 the Property, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Building Lot in the Property to a purchaser.

13.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of Merino Cove 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 of such Building Lots and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XIII, 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 Association 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 area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

13.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

13.4.1 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 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.

13.4.2 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 such Owner's Building Lot.

13.5 Driveway Easements. Whenever a driveway is installed within the Property which in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served, or 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 such other Building Lot as required to service such Owner's Building Lot or to repair, replace or maintain such driveway.

13.6 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 on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

13.7 General Landscape Easement. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of installing, maintaining, replacing and restoring exterior landscaping, and natural vegetation and habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting and such other landscaping activities within the Property as such Association shall determine to be necessary from time to time.

13.8 Lot 13, Block 1 is a Non Buildable Lot to be owned by the Merino Cove Homeowners Association. This Lot will be used and maintained by Boise Project Board of Control for the Mason Creek Lateral. Any proposed or future use of Lot 13, Block 1 is subject to Idaho Statutes Title 42-1209. The Pedestrian access across Lot 19, Block 1, is also to be maintained by the Merino Cove Homeowners Association.

13.9 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 eave line.

13.10 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall, constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within three (3) 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 3 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.

ARTICLE XIV: MISCELLANEOUS

14.1 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, 2038, unless amended as herein provided. After December 31, 2038, such covenants, conditions and restrictions shall be automatically extended for successive periods often (10) years each, unless 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 Ada County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Kuna and Ada County Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

14.2 Amendment.

14.2.1 By Grantor. Except as provided in paragraph 14.3 below, until the recordation of the first deed to a Building Lot in the Property, 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. Any amendment affecting only a portion of the Property may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such applicable portion of the Property.

14.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article XIV, may be amended 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 by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article XIV shall require the vote written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

14.2.3 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 property which existed prior to the said amendment.

14.3 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 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 such Building Lot shall remain subject to this Declaration, as amended.

14.4 Notices. Any notices permitted or required to be delivered as provided herein 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 any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph.

14.5 Enforcement and Non-Waiver.

14.5.1 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 hereof against any property within the Property and Owners thereof.

14.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action in the Grantor, the Association or any Owner of Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, 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 only if such self-help is preceded by reasonable notice to the Owner.

14.5.3 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.

14.5.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

14.5.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

14.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

14.6.1 Restrictions Construed Together. All of the provisions hereof 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.

14.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 14.6.1, 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 herein.

14.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each including the masculine, feminine and neuter.

14.6.4 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

14.7 Successors and Assigns. All references herein to Grantor, Owners, Association or person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Association or person.

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Merino Cove Subdivision Property

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MERINO COVE SUBDISISION-EXHIBIT A

**EXHIBIT B
PLAT**

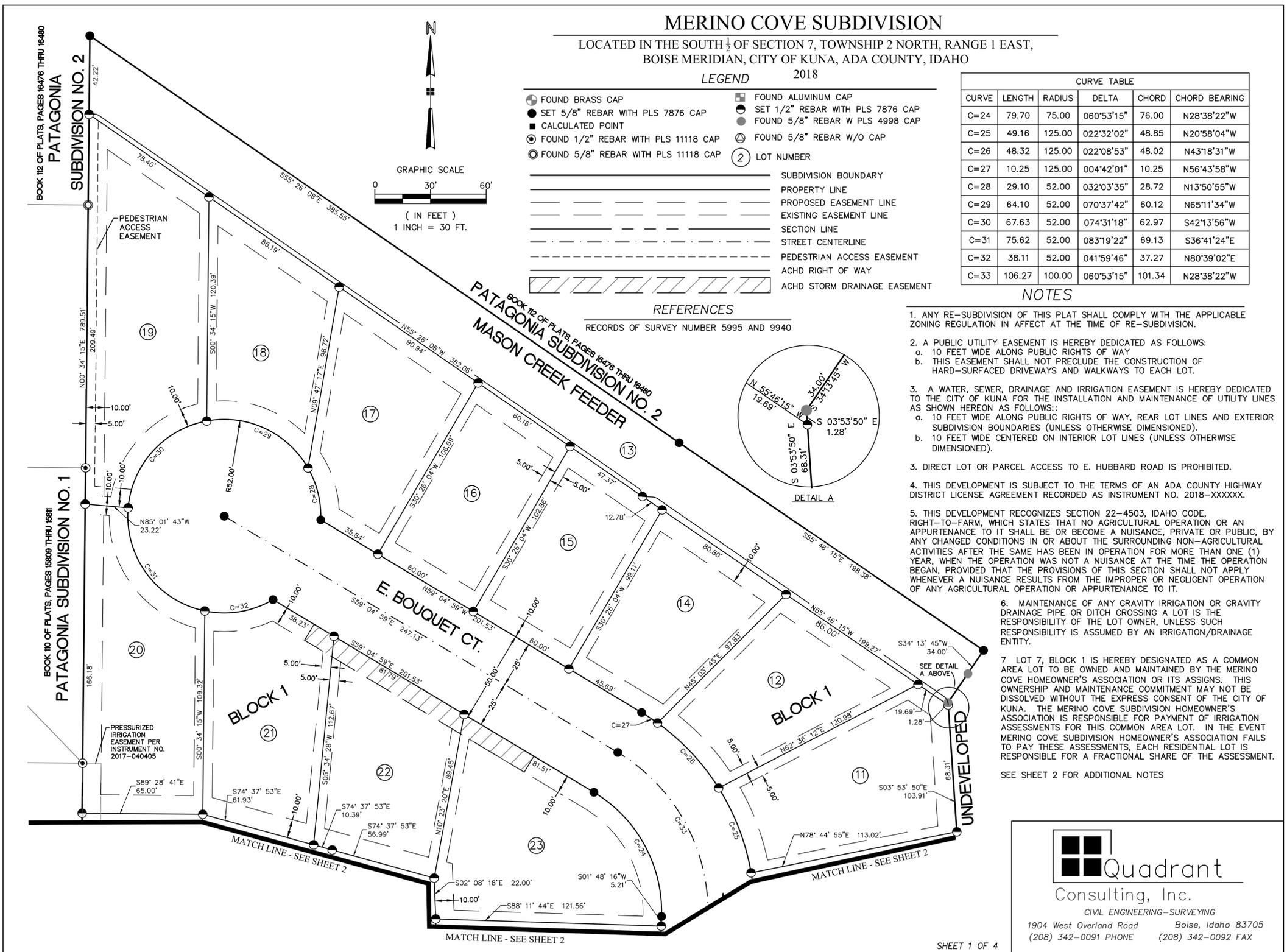
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MERINO COVE SUBDIVISION - EXHIBIT B

EXHIBIT C
LOT REQUIREMENTS
Merino Cove Subdivision

AC Guidelines

Description	Requirements
Minimum Square Footage	1200
Roofing Requirements	30-year architectural asphalt shingle, or as approved by AC
Roof Pitch	6/12 or better unless approved by AC
Siding	Stucco, Hardy Board, hardboard lap siding or similar. No vinyl siding
Sprinkler Systems	Full Sprinklers
Garage Features	2 car min. - 5 car max.- 3 bay openings max., or as approved by AC
Shops & Sheds	OK -AC Approval Only
Fencing	Vinyl (taupe), wrought iron (black), or powder coated chain link (black)
Front Brick, Stone, Masonry or Stucco	20% required or as approved by AC
Basketball Hoops	Detached only - allowed only with prior AC approval
Landscape Requirement	Entire yard to be landscaped within 30 days of first occupancy

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MERINO COVE SUBDIVISION - EXHIBIT C

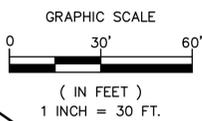


MERINO COVE SUBDIVISION

LOCATED IN THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST,
BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

LEGEND 2018

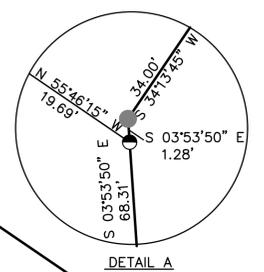
- FOUND BRASS CAP
- SET 5/8" REBAR WITH PLS 7876 CAP
- CALCULATED POINT
- ⊙ FOUND 1/2" REBAR WITH PLS 11118 CAP
- ⊙ FOUND 5/8" REBAR WITH PLS 11118 CAP
- FOUND ALUMINUM CAP
- SET 1/2" REBAR WITH PLS 7876 CAP
- FOUND 5/8" REBAR W PLS 4998 CAP
- ⊙ FOUND 5/8" REBAR W/O CAP
- ② LOT NUMBER



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C=24	79.70	75.00	060°53'15"	76.00	N28°38'22"W
C=25	49.16	125.00	022°32'02"	48.85	N20°58'04"W
C=26	48.32	125.00	022°08'53"	48.02	N43°18'31"W
C=27	10.25	125.00	004°42'01"	10.25	N56°43'58"W
C=28	29.10	52.00	032°03'35"	28.72	N13°50'55"W
C=29	64.10	52.00	070°37'42"	60.12	N65°11'34"W
C=30	67.63	52.00	074°31'18"	62.97	S42°13'56"W
C=31	75.62	52.00	083°19'22"	69.13	S36°41'24"E
C=32	38.11	52.00	041°59'46"	37.27	N80°39'02"E
C=33	106.27	100.00	060°53'15"	101.34	N28°38'22"W

REFERENCES

RECORDS OF SURVEY NUMBER 5995 AND 9940



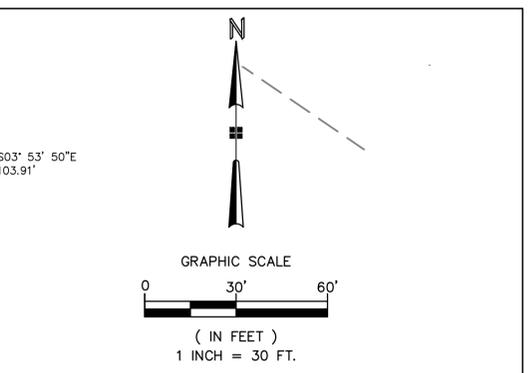
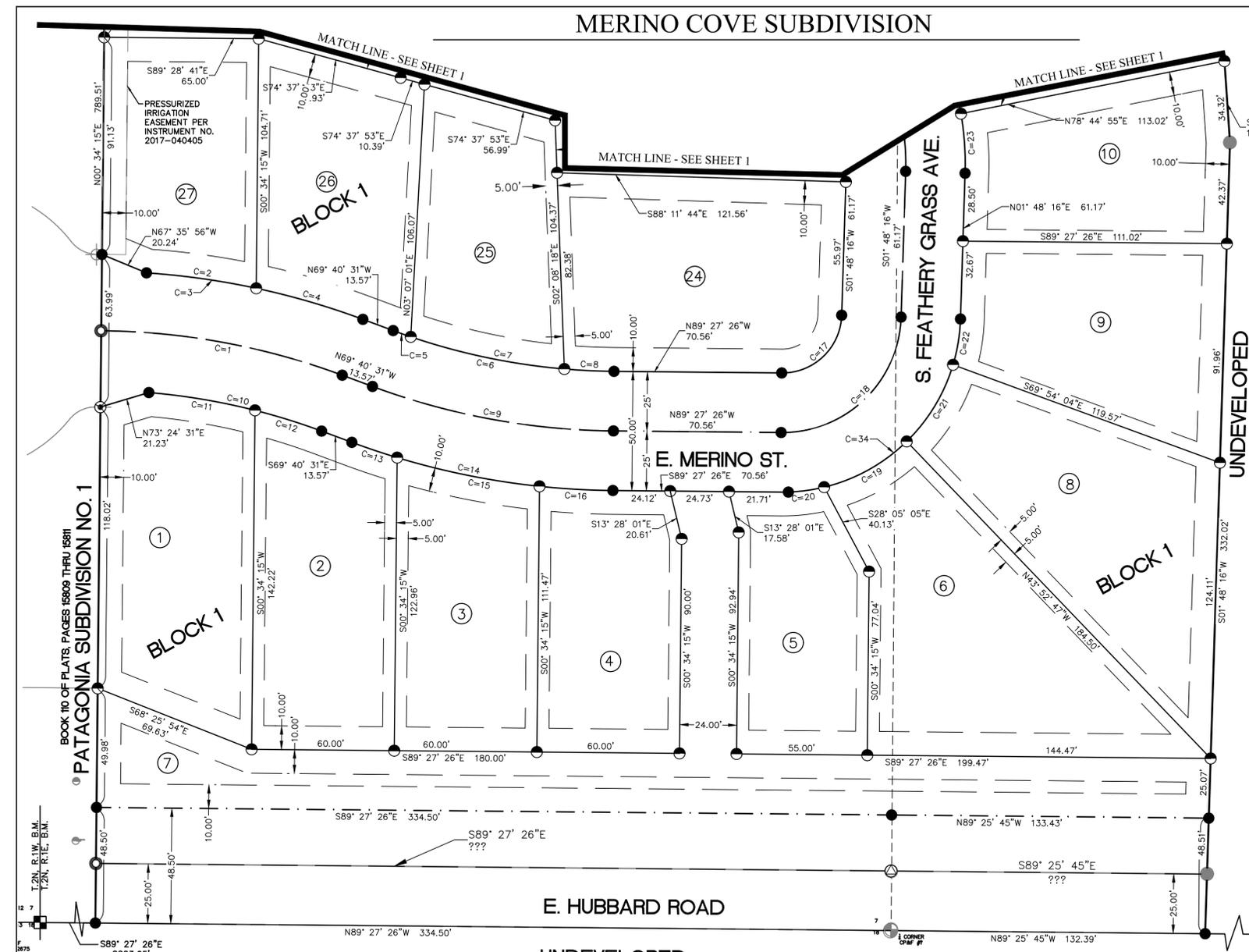
NOTES

1. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATION IN AFFECT AT THE TIME OF RE-SUBDIVISION.
2. A PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED AS FOLLOWS:
 - a. 10 FEET WIDE ALONG PUBLIC RIGHTS OF WAY
 - b. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
3. A WATER, SEWER, DRAINAGE AND IRRIGATION EASEMENT IS HEREBY DEDICATED TO THE CITY OF KUNA FOR THE INSTALLATION AND MAINTENANCE OF UTILITY LINES AS SHOWN HEREON AS FOLLOWS:
 - a. 10 FEET WIDE ALONG PUBLIC RIGHTS OF WAY, REAR LOT LINES AND EXTERIOR SUBDIVISION BOUNDARIES (UNLESS OTHERWISE DIMENSIONED).
 - b. 10 FEET WIDE CENTERED ON INTERIOR LOT LINES (UNLESS OTHERWISE DIMENSIONED).
3. DIRECT LOT OR PARCEL ACCESS TO E. HUBBARD ROAD IS PROHIBITED.
4. THIS DEVELOPMENT IS SUBJECT TO THE TERMS OF AN ADA COUNTY HIGHWAY DISTRICT LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. 2018-XXXXXX.
5. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503, IDAHO CODE, RIGHT-TO-FARM, WHICH STATES THAT NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN, PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR APPURTENANCE TO IT.
6. MAINTENANCE OF ANY GRAVITY IRRIGATION OR GRAVITY DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER, UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY.
7. LOT 7, BLOCK 1 IS HEREBY DESIGNATED AS A COMMON AREA LOT TO BE OWNED AND MAINTAINED BY THE MERINO COVE HOMEOWNER'S ASSOCIATION OR ITS ASSIGNS. THIS OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF THE CITY OF KUNA. THE MERINO COVE SUBDIVISION HOMEOWNER'S ASSOCIATION IS RESPONSIBLE FOR PAYMENT OF IRRIGATION ASSESSMENTS FOR THIS COMMON AREA LOT. IN THE EVENT MERINO COVE SUBDIVISION HOMEOWNER'S ASSOCIATION FAILS TO PAY THESE ASSESSMENTS, EACH RESIDENTIAL LOT IS RESPONSIBLE FOR A FRACTIONAL SHARE OF THE ASSESSMENT.

SEE SHEET 2 FOR ADDITIONAL NOTES



Quadrant Consulting, Inc.
CIVIL ENGINEERING-SURVEYING
1904 West Overland Road Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C=1	103.60	300.00	019°47'09"	103.08	N79°34'05"W
C=2	46.64	325.00	008°13'21"	46.60	N82°02'00"W
C=3	93.42	325.00	016°28'10"	93.10	N77°54'36"W
C=4	46.78	325.00	008°14'49"	46.74	N73°47'55"W
C=5	7.86	275.00	001°38'15"	7.86	S70°29'38"E
C=6	66.17	275.00	013°47'11"	66.01	S78°12'22"E
C=7	94.95	275.00	019°46'55"	94.48	S79°33'58"E
C=8	20.92	275.00	004°21'29"	20.91	S87°16'42"E
C=9	103.58	300.00	019°46'55"	103.06	S79°33'58"E
C=10	74.68	275.00	015°33'36"	74.45	N77°27'19"W
C=11	45.32	275.00	009°26'33"	45.27	N80°30'51"W
C=12	29.36	275.00	006°07'03"	29.35	N72°44'02"W
C=13	20.10	325.00	003°32'39"	20.10	S71°26'50"E
C=14	61.18	325.00	010°47'06"	61.09	S78°36'43"E
C=15	112.21	325.00	019°46'55"	111.65	S79°33'58"E
C=16	30.93	325.00	005°27'11"	30.92	S86°43'51"E
C=17	38.72	25.00	088°44'18"	34.96	N46°10'25"E
C=18	77.44	50.00	088°44'18"	69.93	N46°10'25"E
C=19	40.12	75.00	030°38'59"	39.64	N61°05'07"E
C=20	18.50	75.00	014°07'58"	18.45	N83°28'35"E
C=21	38.01	75.00	029°02'26"	37.61	N31°14'24"E
C=22	19.52	75.00	014°54'55"	19.47	N09°15'44"E
C=23	25.10	125.00	011°30'19"	25.06	N03°56'53"W
C=34	116.16	75.00	088°44'18"	104.89	N46°10'25"E

NOTES (CONTINUED FROM SHEET 1)

8. LOTS 21, 22 AND 23, BLOCK 1 ARE SERVICED TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN FIRST AMENDED 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 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 MAINTENACE OF THE STORM WATER DRAINAGE SYSTEM.

9. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH KUNA CITY ZONING ORDINANCE AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.

10. PRESSURE IRRIGATION WATER WILL BE PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3605(1)(B). ALL LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS THROUGH THE NEW YORK IRRIGATION DISTRICT, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM CITY OF KUNA, SUBJECT TO ORDINANCE 2018-XX ANNEXING MERINO COVE SUBDIVISION INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT AND POOLING THE APPURTENANT WATER RIGHTS THEREOF, RECORDED AS INSTRUMENT NO. 2018 - XXXXX, RECORDS OF ADA COUNTY.

11. LOT 13, BLOCK 1 IS A NON-BUILDABLE LOT TO BE OWNED BY THE MERINO COVE HOMEOWNER'S ASSOCIATION. THIS LOT WILL BE USED AND MAINTAINED BY THE BOISE PROJECT BOARD OF CONTROL FOR THE MASON CREEK LATERAL. ANY PROPOSED OR FUTURE USE OF LOT 13, BLOCK 1 IS SUBJECT TO IDAHO STATUTES TITLE 42-1209.

Quadrant
Consulting, Inc.
CIVIL ENGINEERING-SURVEYING
1904 West Overland Road Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX

MERINO COVE SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS THAT VARRIALE CONSTRUCTION, INC. IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

ALL OF THE DEVELOPMENT PARCEL OF RECORD OF SURVEY 9940 AS RECORDED IN THE OFFICE OF THE ADA COUNTY RECORDER AS INSTRUMENT NO. 2014-087909, RECORDS OF ADA COUNTY, ALL SITUATED IN THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 (SOUTH 1/4 CORNER) OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, SAID CORNER BEING MARKED BY A BRASS CAP, SAID CORNER BEING THE POINT OF BEGINNING; THENCE, ALONG THE SOUTHERN LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7

NORTH 89°27'26" WEST 334.50 FEET; THENCE DEPARTING FROM SAID SOUTHERN LINE

NORTH 00°34'15" EAST 789.51 FEET TO A POINT ON THE CENTERLINE OF THE MASON CREEK FEEDER; THENCE ALONG SAID CENTERLINE

SOUTH 55°26'08" EAST 385.55 FEET; THENCE,

SOUTH 55°46'15" EAST 198.38 FEET; THENCE DEPARTING FROM SAID CENTERLINE

SOUTH 34°13'45" WEST 34.00 FEET; THENCE,

SOUTH 03°53'50" EAST 103.91 FEET; THENCE,

SOUTH 01°48'16" WEST 332.01 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE ALONG SAID SOUTH LINE

NORTH 89°25'45" WEST 132.39 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6.82 ACRES MORE OR LESS AND IS SUBJECT TO EASEMENTS OF RECORD.

ALL THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF KUNA, AND THE CITY OF KUNA HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES, DRAINAGE AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT.

FRANK S. VARRIALE, PRESIDENT
VARRIALE CONSTRUCTION, INC.

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF ADA)SS

ON THIS _____ DAY OF _____, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED FRANK S. VARRIALE, KNOWN TO ME OR IDENTIFIED TO ME TO BE THE PRESIDENT OF VARRIALE CONSTRUCTION, INC., AND THAT HE EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO

RESIDING AT: _____

COMMISSION EXPIRES: _____



CIVIL ENGINEERING-SURVEYING
1904 West Overland Road Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX

MERINO COVE SUBDIVISION

CERTIFICATE OF SURVEYOR

I, PETER W. LOUNSBURY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT, AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" AND 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, SURVEYS, AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODE 55-1601 THROUGH 55-1612.

PETER W. LOUNSBURY IDAHO NO. 7876

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 OR HER 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.

DISTRICT HEALTH DEPARTMENT, EHS 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 _____, 2018.

PRESIDENT ADA COUNTY HIGHWAY DISTRICT

CERTIFICATE OF CITY ENGINEER

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF THE CITY OF KUNA HAVE BEEN SATISFIED.

CITY ENGINEER

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 _____, 2018, 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, 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

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE 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 CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE COUNTY TREASURER

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }
COUNTY OF ADA } SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF _____ AT _____ MINUTES PAST _____ O'CLOCK _____ M., ON THIS _____ DAY OF _____, 2018 IN BOOK _____ OF PLATS AT PAGES _____ THROUGH _____ INSTRUMENT NO. _____

DEPUTY EX-OFFICIO RECORDER



Quadrant
Consulting, Inc.
CIVIL ENGINEERING-SURVEYING
1904 West Overland Road Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX



MAIN OFFICE • 707 N. ARMSTRONG PL. • BOISE, ID 83704-0825
PHONE (208) 375-5211 • FAX (208) 327-8500 • cdhcd.idaho.gov

RECEIVED
MAY 28 2019
CITY OF KUNA

"Healthy People in Healthy Communities"

19-0362

May 22, 2019

Ada County Recorder
Attn: Phil McGrane
200 West Front Street
Boise, ID 83702

RE: Merino Cove Subdivision

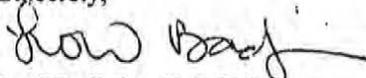
Dear Mr. McGrane:

Central District Health Department has reviewed and does approve the final plat for this subdivision for central water and central sewer facilities. Final approval was given May 22, 2019.

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing the City of Kuna and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

If you have any questions, please call 208-327-8517.

Sincerely,


Lori Badigian, R.E.H.S.
Senior Environmental Health Specialist

cc: Varriale Constructions, Inc.
Quadrant Consulting
City of Kuna

LB

SERVING ADA, BOISE, ELMORE AND VALLEY COUNTIES

Exhibit
B1

**KUNA CITY ORDINANCE NO. 2019-31
CITY OF KUNA**

**ANNUAL APPROPRIATION ORDINANCE
Fiscal Year 2019-2020**

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, PROVIDING FOR FINDINGS, PROVIDING FOR THE ADOPTION OF A BUDGET AND THE APPROPRIATION OF EXPENDITURE OF SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF KUNA, IN ACCORDANCE WITH OBJECT AND PURPOSES AND IN THE CERTAIN AMOUNTS HEREIN SPECIFIED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING ON SEPTEMBER 30, 2020; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY OF THE CITY OF KUNA AND PROVIDING FOR AN EFFECTIVE DATE AND THE FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE IDAHO SECRETARY OF STATE, THE ADA COUNTY CLERK, AND THE IDAHO STATE TAX COMMISSION.

BE IT ORDAINED by the Mayor and City Council of the City of Kuna, Ada County, Idaho.

Section 1 - Title:

- 1.1** This Ordinance shall be entitled and cited as the "Fiscal Year 2019-2020 Annual Appropriation Ordinance of the City of Kuna."

Section 2 – Findings:

The City Council finds that:

- 2.1** Pursuant to Idaho Code 50-1003, the City Council is required, prior to the commencement of each fiscal year, to pass an ordinance to be termed the annual appropriation ordinance, which in no event shall be greater than the amount of the proposed budget, in which the City Council appropriates such sums of money as the City Council deems necessary to defray all necessary expenses and liabilities of the City of Kuna and which ordinance shall specify the object and purposes for which such appropriations are made and the amount appropriated for each object or purpose; and
- 2.2** A budget was duly prepared estimating the probable amount of money necessary for all purposes for which an appropriation is to be made, including interest and principal due on the bonded debt and sinking itemizing and classifying the proposed expenditures by department, fund, or service, as nearly as may be practicable, and specifying any fund balances accumulated, which was tentatively approved and advertised and a public hearing was held by the City Council all in accordance with the provisions of Idaho Code Section 50-1002; and

- 2.3 The total revenue anticipated to be available to the City of Kuna during Fiscal Year 2019-2020 is correctly stated in the Adopted Budget which is herein set forth in Section 3; and
- 2.4 The appropriations and sums of money as are hereinafter set forth in Section 3 are deemed necessary to defray all the necessary expenses and liabilities of the City of Kuna for Fiscal Year 2019-2020.
- 2.5 The City Council, as required by Idaho Code Section 50-1002, has published notice of the time and place of the public hearing on this budget, which notice included the herein adopted budget expenditures and revenues by fund and/or department including the two (2) previous fiscal years, and a statement of the estimated revenue from property taxes and the total amount from sources other than property taxes of the City for fiscal year 2019-2020; and
- 2.6 The City Council, as required by Idaho Code Section 63-802(1)(e), has published notice of the time and place of the public hearing for the amount of the forgone increase in this adopted budget and the specific purpose for which the foregone increase is being budgeted.

Section 3 - Adoption of Budget and Appropriation of Expenditure:

- 3.1 The City Council does hereby adopt the budget and the appropriation of expenditures for the City of Kuna, Idaho, for the fiscal year beginning October 1, 2019 and ending September 30, 2020 to read as follows:
 - 3.1.1 That the sum of \$46,622,383 be, and the same is appropriated to defray the necessary expenses and the liabilities of the City of Kuna, Ada County, Idaho, for the fiscal year beginning October 1, 2019.
 - 3.1.2 The objects and purposes for which such appropriation is made, and the amount of each object and purpose is as follows:

<u>ESTIMATED EXPENDITURES</u>	
<u>GENERAL FUND</u>	
<i>Operating Expenditures</i>	\$7,964,841
<i>Debt Service</i>	\$0.00
<i>Interfund Transfers</i>	\$1,582,259
<i>Capital</i>	\$0.00
Total General Fund	\$9,547,100
<u>CAPITAL PROJECTS FUND</u>	
<i>Capital</i>	\$1,827,259
<u>AGENCY FUND</u>	
	\$0

<u>LATE COMERS FUND</u>	\$4,801,256
<u>GRANT FUND</u>	\$2,283,429
<u>PARK IMPACT FEE & CAPITAL PROJECTS FUND</u>	\$1,652,669
<u>POLICE IMPACT FEE FUND</u>	\$20,925
<u>PROPRIETARY FUNDS</u>	
Water Fund	\$11,320,048
<i>Operating Expenditures</i>	<i>\$9,409,218</i>
<i>Debt Service</i>	<i>\$0.00</i>
<i>Capital</i>	<i>\$1,910,830</i>
Sewer Fund	\$7,761,297
<i>Operating Expenditures</i>	<i>\$6,471,467</i>
<i>Debt Service</i>	<i>\$0.00</i>
<i>Capital</i>	<i>\$1,289,830</i>
Irrigation Fund	\$4,945,345
<i>Operating Expenditures</i>	<i>\$4,127,195</i>
<i>Debt Service</i>	<i>\$0.00</i>
<i>Capital</i>	<i>\$818,150</i>
Solid Waste Collection Fund	\$2,463,055
<i>Operating Expenditures</i>	<i>\$2,463,055</i>
<i>Debt Service</i>	<i>\$0.00</i>
TOTAL PROPRIETARY FUNDS	\$26,489,745
GRAND TOTAL ALL FUNDS	\$46,622,383

Section 4. That a general tax levy on all taxable property within the City of Kuna be levied in the amount of \$3,185,042 for the general purposes in said City for the fiscal year beginning October 1, 2019. Included therein is the levy of foregone property taxes in the amount of \$238.

Section 5. The City Clerk is directed to forthwith publish this Ordinance in one issue of the Kuna-Melba News, the newspaper of general circulation in the City of Kuna and the official newspaper of said City and file a certified copy of the same with the Office of the Secretary of State of the State of Idaho, as provided in Idaho Code Section 50-1003, and with the Ada County Clerk and the Idaho State Tax Commission as provided in Idaho Code Section 63-802 and the same shall be in full force and effect from and after its passage, approval and publication.

PASSED under suspension of rules, upon which a roll call vote was taken and duly enacted an ordinance of the City of Kuna, Ada County, Idaho at a convened meeting of the Kuna City Council held on September 3, 2019.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**RESOLUTION NO. R64-2019
CITY OF KUNA, IDAHO
FOREGONE PROPERTY TAX LEVY**

A RESOLUTION OF THE CITY OF KUNA, IDAHO CERTIFYING THE INTENT OF THE KUNA CITY COUNCIL TO LEVY, AS PART OF THE GENERAL TAX LEVY ADOPTED PURSUANT TO ORDINANCE NO. 2019-31, FOREGONE PROPERTY TAXES.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho the Kuna City Council certifies the levy of foregone property taxes as part of the annual property tax levy.

Furthermore, the foregone property tax amount is levied at \$238, and is part of the overall property tax levy adopted by the Kuna City Council pursuant to Ordinance No. 2019-31, entitled *Annual Appropriation Ordinance*.

Additionally, the foregone property tax levy is part of the general tax levy on all taxable property within the City of Kuna for the operation of the General Fund during the fiscal year beginning October 1, 2019.

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of September, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of September, 2019.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**RESOLUTION NO. R65-2019
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA, IDAHO:

- **MAKING CERTAIN FINDINGS;**
- **ADOPTION OF THE KUNA RURAL FIRE DISTRICT CAPITAL IMPROVEMENTS PLAN- FINAL JANUARY 2018-AMENDED JUNE 2019 ("CAPITAL IMPROVEMENTS PLAN AMENDED JUNE 2019");**
- **DIRECTING THE CITY CLERK;**
- **SETTING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kuna, Ada County, state of Idaho:

Section 1: Findings

It is hereby found by the City Council that:

- 1.1** The Kuna Rural Fire District's (the "Fire District") duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
- 1.2** The Fire District's boundaries include all areas within the City limits of the City of Kuna ("City") and areas surrounding the City, and the Fire District provides fire and emergency services within the City; and
- 1.3** The City is experiencing and is affected by considerable growth and development; and
- 1.4** The *Idaho Development Impact Fee Act* (the "Act") codified at Chapter 82 of Title 67 Idaho Code provides for:
 - the imposition, collection and expenditure of development impact fees in accordance with the provisions of the Act; and
 - the promotion of orderly growth and development by establishing uniform standards by which local governments may require that those who benefit from new growth and development pay a proportionate share of the costs of new public facilities needed to serve new growth and development; and
 - minimum standards for the adoption of development impact fees ordinances by governmental entities which are authorized to adopt ordinances; and
 - The contents of a capital improvements plan and the process to be followed for the

adoption of a capital improvements plan.

- 1.5 The City of Kuna is a governmental entity as defined in the Act at Idaho Code Section 67-8203(14) and, as provided at Idaho Code Section 67-8202(5), has ordinance authority to adopt a development impact fee ordinance whereas the Fire District does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 1.6 The Act provides at Idaho Code Section 67-8204A, that the City, when affected by development, has the authority to enter into an intergovernmental agreement with the Fire District for the purpose of agreeing to collect and expend development impact fees for Fire District System Improvements; and
- 1.7 Idaho Code Section 31-1417 provides that the Board of Commissioners of the Fire District has the discretionary authority to manage and conduct the business and affairs of the Fire District and to make and execute all necessary contracts and to adopt such rules and regulations as may be necessary to carry out their duties and responsibilities; and
- 1.8 In anticipation and in consideration of the City Council adopting the Ordinance, which is intended to provide for the collection and expenditure of development impact fees for the Fire District, the Parties have established and appointed, pursuant to Idaho Code Section 67-8205, the Joint Advisory Committee consisting of six members of the local community active in development, banking, real estate, insurance, and local commerce; and
- 1.9 The Fire District retained Anne Wescott of Galena Consulting, a qualified professional in the field of public administration, to prepare an impact fee study and capital improvements plan in consultation with the Joint Advisory Committee; and
- 1.10 The Joint Advisory Committee with the assistance of Galena Consulting submitted and recommended to the Board of Commissioners of the Fire District an amended Impact Fee Study and Capital Improvements Plan [Final January 2018, Amended June 2019] (the "*Capital Improvements Plan -Amended June 2019*") prepared in accordance with the requirements of Idaho Code Section 67-8208 in consultation with the Joint Advisory Committee as provided in Idaho Code Sections §§ 67-8205 and 67-8206(2) and which Capital Improvements Plan:
 - Adopts land use assumptions based on COMPASS models, real estate market reports, and data provided by the City and projects an **86%** increase in the population of the Fire District between **2019 and 2029**; and
 - Establishes as Service Units, for purposes of impact fee calculation, residential dwelling units and square feet of nonresidential development; and
 - Projects an increase in Service Units within the boundaries of the District of **7,588** dwelling units and **2,400,710** square feet of nonresidential development over the next ten (10) years; and

- Projects that new growth within the City will require the Fire District to invest in System Improvements to its facilities to maintain its current level of service in the City; and
 - Projects that tax revenues alone will not be sufficient to allow the Fire District to acquire the necessary System Improvements to serve new growth; and
 - Projects that **86%** of growth within the boundaries of the District will be residential development and **14%** will be nonresidential development; and
 - Based on these projections, the *Capital Improvements Plan-Amended June 2019* calculates that an impact fee in the amount of **\$824** for each dwelling unit and **\$0.41** for each square foot of nonresidential development is equivalent to each new development's proportionate share of the cost of System Improvements the District will acquire to serve new growth; and
- 1.11** On August 2, 2019, the Board of Commissioners of the Fire District approved the form and content of the *Capital Improvements Plan-Amended June 2019*
- 1.12** Prior to the adoption of the *Capital Improvements Plan-Amended June 2019*, the Fire District Board of Commissioners and the City Council, in accordance with Idaho Code Section 67-8206(3), have each published notice and the Fire District held a public hearing on the 2nd day of August, 2019, and the City Council held its public hearing on the 3rd day of September, 2019; and
- 1.13** The *Capital Improvements Plan-Amended June 2019* contains all the necessary contents of a capital improvements plan as provided in the Act by Idaho Code Section 67-8208; and
- 1.14** The Fire District has concluded all the process for the adoption of the *Capital Improvements Plan-Amended June 2019* as required in the Act by Idaho Code Sections 67-8205 and 67-8206 (3) and adopted by Resolution No. 2019-22 the *Capital Improvements Plan-Amended June 2019* on August 2, 2019; and
- 1.15** It is in the best interests of the City and its patrons that the City Council adopt the *Capital Improvements Plan-Amended June 2019*.

Section 2: Action of adoption of the Capital Improvements Plan-Amended June 2019.

- 2.1** The City Council does hereby adopt the *Capital Improvements Plan-Amended June 2019* and the Mayor and the Clerk of this City are hereby authorized, as the agents of this City, to execute the Capital Improvements Plan, a true and correct copy of which is attached hereto and marked **Exhibit A** and by this reference incorporated herein.

Section 3: Direction to City Clerk.

- 3.1** The City Clerk is hereby directed to retain this resolution in the official records of the City and to provide a copy of this resolution to the District Secretary of the Kuna Rural Fire Department, and provide a copy to the City's attorney.

Section 4: Effective Date.

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

PASSED BY THE CITY COUNCIL of the City of Kuna, Ada County, State of Idaho, this 3rd day of September, 2019.

Joe Stear, Mayor

ATTEST:

Chris Engels, City Clerk

7-29-19

**KUNA RURAL FIRE DISTRICT
ADA AND CANYON COUNTIES, STATE OF IDAHO**

RESOLUTION No. 2019-22

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KUNA RURAL FIRE DISTRICT:

- **Making certain Findings;**
- **Approving the *Kuna Rural Fire District Capital Improvements Plan- Final January 2018—Amended June 2019* (“*Capital Improvements Plan-Amended June 2019*”);**
- **Requesting the City Council of the City of Kuna to adopt the *Kuna Rural Fire District Capital Improvements Plan- Final January 2018—Amended June 2019* (“*Capital Improvements Plan-Amended June 2019*”);**
- **Directing the District Secretary; and**
- **Setting an effective date.**

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Kuna Rural Fire District:

Section 1: Findings.

It is hereby found by the Board of Commissioners of the Kuna Rural Fire District that:

- 1.1 The Kuna Rural Fire District’s (the “Fire District”) duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
- 1.2 The Fire District’s boundaries include areas within the boundaries of the City of Kuna, and the Fire District provides fire and emergency services within that area; and
- 1.3 The City of Kuna is experiencing and is affected by considerable growth and development; and
- 1.4 The *Idaho Development Impact Fee Act* (the “Act”) codified at Chapter 82 of Title 67 Idaho Code provides for:
 - the imposition, collection and expenditure of development impact fees in accordance with the provisions of the Act; and

7-29-19

- the promotion of orderly growth and development by establishing uniform standards by which local governments may require that those who benefit from new growth and development pay a proportionate share of the costs of new public facilities needed to serve new growth and development; and
 - minimum standards for the adoption of development impact fee ordinances by governmental entities which are authorized to adopt ordinances; and
 - The contents of a capital improvements plan and the process to be followed for the adoption of a capital improvements plan.
- 1.5 The City of Kuna is a governmental entity as defined in the Act at Idaho Code Section 67-8203(14) and, as provided at Idaho Code Section 67-8202(5), has ordinance authority to adopt a development impact fee ordinance whereas the Fire District does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 1.6 The Act provides at Idaho Code Section 67-8204A, that the City, when affected by development, has the authority to enter into an intergovernmental agreement with the Fire District for the purpose of agreeing to collect and expend development impact fees for Fire District System Improvements; and
- 1.7 Idaho Code Section 31-1417 provides that the Board of Commissioners of the Fire District has the discretionary authority to manage and conduct the business and affairs of the Fire District and to make and execute all necessary contracts and to adopt such rules and regulations as may be necessary to carry out their duties and responsibilities; and
- 1.8 In anticipation and in consideration of the City Council of the City of Kuna adopting the Ordinance, which is intended to provide for the collection and expenditure of development impact fees for the Fire District, the Parties have established and appointed, pursuant to Idaho Code Section 67-8205, the Kuna Rural Fire District Joint Development Impact Fee Advisory Standing Committee (the “Joint Advisory Committee”) consisting of not fewer than five (5) members of the local community active in development, banking, real estate, insurance, and local commerce; and
- 1.9 The Fire District retained Anne Wescott of Galena Consulting, a qualified professional in the field of public administration, to prepare an impact fee study and capital improvements plan in consultation with the Joint Advisory Committee; and
- 1.10 The Joint Advisory Committee with the assistance of Galena Consulting submitted and recommended to the Board of Commissioners of the Fire District an amended Impact Fee Study and Capital Improvements Plan [Final January 2018, Amended June 2019] (the “**Capital Improvements Plan – Amended June 2019**”) prepared in accordance with the requirements of Idaho Code Section 67-8208 in consultation with the Joint Advisory Committee as provided in Idaho Code Sections §§ 67-8205 and 67-8206(2) and which Capital Improvements Plan:

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- Adopts land use assumptions based on COMPASS models, real estate market reports, and data provided by the City and projects a **86%** increase in the population of the Fire District between **2019 and 2029**; and
 - Establishes as Service Units, for purposes of impact fee calculation, residential dwelling units and square feet of nonresidential development; and
 - Projects an increase in Service Units within the boundaries of the District of **7,588** dwelling units and **2,400,710** square feet of nonresidential development over the next ten (10) years; and
 - Projects that new growth within City will require the Fire District to invest in System Improvements to its facilities to maintain its current level of service in the City; and
 - Projects that tax revenues alone will not be sufficient to allow the Fire District to acquire the necessary System Improvements to serve new growth; and
 - Projects that **86%** of growth within the boundaries of the Fire District will be residential development and **14%** will be nonresidential development; and
 - Based on these projections, calculates that an impact fee in the amount of **\$824** for each dwelling unit and **\$0.41** for each square foot of nonresidential development is equivalent to each new development's proportionate share of the cost of System Improvements the Fire District will acquire to serve new growth.
- 1.11** On August 2, 2019, the Board of Commissioners of the Fire District approved the form and content of the *Capital Improvements Plan-Amended June 2019*
- 1.12** Prior to the adoption of the *Capital Improvements Plan-Amended June 2019*, the Fire District Board of Commissioners, in accordance with Idaho Code Section 67-8206(3), have each published notice and the Fire District held a public hearing on the **2nd day of August, 2019**; and
- 1.13** The *Capital Improvements Plan-Amended June 2019* contains all the necessary contents of a capital improvements plan as provided in the Act by Idaho Code Section 67-8208; and
- 1.14** The Fire District has concluded all the process for the adoption of the *Capital Improvements Plan-Amended June 2019* as required in the Act by Idaho Code Sections 67-8205 and 67-8206 (3); and
- 1.15** It is in the best interests of the City of Kuna and the Fire District and its patrons that the Board of Commissioners of the Fire District adopts the *Capital Improvements Plan-Amended June 2019* subject to the adoption of the same by the City Council of the City of Kuna.

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Section 2: Action of Adoption of the Capital Improvements Plan-Amended June 2019.

- 2.1 The Board of Commissioners of this Fire District does hereby approve the Kuna Rural Fire District *Capital Improvements Plan-Amended June 2019*, a true and correct copy of which is attached hereto and marked **Exhibit A** and by this reference incorporated herein and
- 2.2 Request that the City Council of the City of Kuna adopt the same.

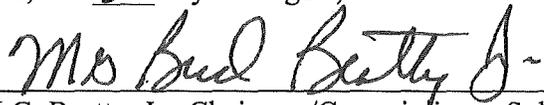
Section 3: Direction to District Secretary.

- 3.1 The Fire District Secretary is hereby directed to retain this resolution in the official records of the Fire District and to provide a certified copy of this resolution to the City Clerk of the City of Kuna.

Section 4: Effective Date.

- 4.1 This Resolution shall be in full force and effect after its passage and approval.

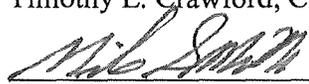
PASSED BY THE BOARD OF COMMISSIONERS of the Kuna Rural Fire District, Ada and Canyon Counties, State of Idaho, this 2nd day of August, 2019.



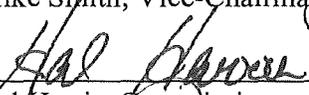
 M.G. Beatty, Jr., Chairman/Commissioner-Subdistrict No. 1

ABSENT

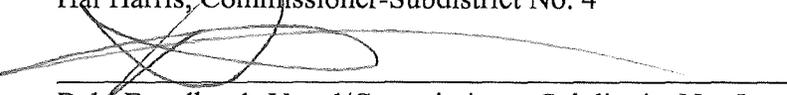
 Timothy L. Crawford, Commissioner-Subdistrict No. 2



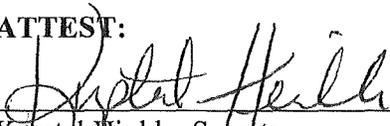
 Mike Smith, Vice-Chairman/Commissioner-Subdistrict No. 3



 Hal Harris, Commissioner-Subdistrict No. 4



 Debi Engelhardt-Vogel/Commissioner-Subdistrict No. 5

ATTEST:


 Krystal Winkle, Secretary

W:\Work\Fire District Impact Fee\Kuna Rural Fire\City of Kuna\DIST Resolution No. 2019 - 22 Adoption of AMENDED Capital Improvements Plan 7-29-19 jlh.docx

7-29-19

EXHIBIT A

CAPITAL IMPROVEMENTS PLAN – AMENDED JUNE 2019

FINAL REPORT – January 10, 2018
AMENDED REPORT – June 15, 2019

**Kuna Rural Fire District
Impact Fee Study and
Capital Improvement Plan**

Prepared By

Galena Consulting
Anne Wescott
1925 North Montclair Drive
Boise, ID 83702



Section I. Introduction

This report regarding impact fees for the Kuna Rural Fire District is organized into the following sections:

- An overview of the report's background and objectives;
- A definition of impact fees and a discussion of their appropriate use;
- An overview of land use and demographics;
- A step-by-step calculation of impact fees under the Capital Improvement Plan (CIP) approach;
- A list of implementation recommendations; and
- A brief summary of conclusions.

Background and Objectives

The Kuna Rural Fire District hired Galena Consulting to calculate impact fees.

This document presents impact fees based on the District's demographic data and infrastructure costs before credit adjustment; calculates the District's monetary participation; examines the likely cash flow produced by the recommended fee amount; and outlines specific fee implementation recommendations. Credits can be granted on a case-by-case basis; these credits are assessed when each individual building permit is pulled.

Definition of Impact Fees

Impact fees are one-time assessments established by local governments to assist with the provision of Capital Improvements necessitated by new growth and development. Impact fees are governed by principles established in Title 67, Chapter 82, Idaho Code, known as the Idaho Development Impact Fee Act (Impact Fee Act). The Idaho Code defines an impact fee as "... a payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development."¹

Purpose of impact fees. The Impact Fee Act includes the legislative finding that "... an equitable program for planning and financing public facilities needed to serve new growth and development is necessary in order to promote and accommodate orderly growth and development and to protect the public health, safety and general welfare of the citizens of the state of Idaho."²

Idaho fee restrictions and requirements. The Impact Fee Act places numerous restrictions on the calculation and use of impact fees, all of which help ensure that local governments adopt impact fees that are consistent with federal law.³ Some of those restrictions include:

- Impact fees shall not be used for any purpose other than to defray system improvement costs incurred to provide additional public facilities to serve new growth;⁴
- Impact fees must be expended within 8 years from the date they are collected. Fees may be held in certain circumstances beyond the 8-year time limit if the governmental entity can provide reasonable cause;⁵
- Impact fees must not exceed the proportionate share of the cost of capital improvements needed to serve new growth and development;⁶
- Impact fees must be maintained in one or more interest-bearing accounts within the capital projects fund.⁷

In addition, the Impact Fee Act requires the following:

- Establishment of and consultation with a development impact fee advisory committee (Advisory Committee);⁸
- Identification of all existing public facilities;
- Determination of a standardized measure (or service unit) of consumption of public facilities;
- Identification of the current level of service that existing public facilities provide;
- Identification of the deficiencies in the existing public facilities;
- Forecast of residential and nonresidential growth;⁹
- Identification of the growth-related portion of the District's Capital Improvement Plan;¹⁰
- Analysis of cash flow stemming from impact fees and other capital improvement funding sources;¹¹
- Implementation of recommendations such as impact fee credits, how impact fee revenues should be accounted for, and how the impact fees should be updated over time;¹²
- Preparation and adoption of a Capital Improvement Plan pursuant to state law and public hearings regarding the same;¹³ and
- Preparation and adoption of a resolution authorizing impact fees pursuant to state law and public hearings regarding the same.¹⁴

How should fees be calculated? State law requires the District to implement the Capital Improvement Plan methodology to calculate impact fees. The District can implement fees of any amount not to exceed the fees as calculated by the CIP approach. This methodology requires the District to describe its service areas, forecast the land uses, densities and population that are expected to occur in those service areas over the 10-year CIP time horizon, and identify the capital improvements that will be needed to serve the forecasted growth at the planned levels of service, assuming the planned levels of service do not exceed the current levels of service.¹⁵ Only those items identified as growth-related on the CIP are eligible to be funded by impact fees.

The governmental entity intending to adopt an impact fee must first prepare a capital improvements plan.¹⁷ Once the essential capital planning has taken place, impact fees can be calculated. The Impact Fee Act places many restrictions on the way impact fees are calculated and spent, particularly via the principal that local governments cannot charge new development more than a “proportionate share” of the cost of public facilities to serve that new growth. “Proportionate share” is defined as “. . . that portion of the cost of system improvements . . . which reasonably relates to the service demands and needs of the project.”¹⁹ Practically, this concept requires the District to carefully project future growth and estimate capital improvement costs so that it prepares reasonable and defensible impact fee schedules.

The proportionate share concept is designed to ensure that impact fees are calculated by measuring the needs created for capital improvements by development being charged the impact fee; do not exceed the cost of such improvements; and are “earmarked” to fund growth-related capital improvements to benefit those that pay the impact fees.

There are various approaches to calculating impact fees and to crediting new development for past and future contributions made toward system improvements. The Impact Fee Act does not specify a single type of fee calculation, but it does specify that the formula be “reasonable and fair.” Impact fees should take into account the following:

- Any appropriate credit, offset or contribution of money, dedication of land, or construction of system improvements;
- Payments reasonably anticipated to be made by or as a result of a new development in the form of user fees and debt service payments;
- That portion of general tax and other revenues allocated by the District to growth-related system improvements; and
- All other available sources of funding such system improvements.²⁰

Through data analysis and interviews with the District and Galena Consulting identified the share of each capital improvement needed to serve growth. The total projected capital improvements needed to serve growth are then allocated to residential and nonresidential development with the resulting amounts divided by the appropriate growth projections from 2019 to 2029. This is consistent with the Impact Fee Act.²¹ Among the advantages of the CIP approach is its establishment of a spending plan to give developers and new residents more certainty about the use of the particular impact fee revenues.

Other fee calculation considerations. The basic CIP methodology used in the fee calculations is presented above. However, implementing this methodology requires a number of decisions. The considerations accounted for in the fee calculations include the following:

- Allocation of costs is made using a service unit which is “a standard measure of consumption, use, generation or discharge attributable to an individual unit²² of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvement.”²³ The service units chosen by the study team for every fee calculation in this study are linked directly to residential dwelling units and nonresidential development square feet.²⁴
- A second consideration involves refinement of cost allocations to different land uses. According to Idaho Code, the CIP must include a “conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural and industrial.”²⁵ In this analysis, the study team has chosen to use the highest level of detail supportable by available data and, as a result, in this study, the fee is allocated between aggregated residential (i.e., all forms of residential housing) and nonresidential development (all nonresidential uses including retail, office, agricultural and industrial).

Current Assets and Capital Improvement Plans

The CIP approach estimates future capital improvement investments required to serve growth over a fixed period of time. The Impact Fee Act calls for the CIP to “. . . project demand for system improvements required by new service units . . . over a reasonable period of time not to exceed 20 years.”²⁶ The impact fee study team recommends a 10-year time period based on the District’s best available capital planning data.

The types of costs eligible for inclusion in this calculation include any land purchases, construction of new facilities and expansion of existing facilities to serve growth over the next 10 years at planned and/or adopted service levels.²⁷ Equipment and vehicles with a useful life of 10 years or more are also impact fee eligible under the Impact Fee Act.²⁸ The total cost of improvements over the 10 years is referred to as the “CIP Value” throughout this report. The cost of this impact fee study is also impact fee eligible for all impact fee categories.

The forward-looking 10-year CIP for the District includes some facilities that are only partially necessitated by growth (e.g., facility expansion). The study team met with the District to determine a defensible metric for including a portion of these facilities in the impact fee calculations. A general methodology used to determine this metric is discussed below. In some cases, a more specific metric was used to identify the growth-related portion of such improvements. In these cases, notations were made in the applicable section.

Fee Calculation

In accordance with the CIP approach described above, we calculated fees for each department by answering the following seven questions:

1. **Who is currently served by the District?** This includes the number of residents as well as residential and nonresidential land uses.
2. **What is the current level of service provided by the District?** Since an important purpose of impact fees is to help the District *achieve* its planned level of service²⁹, it is necessary to know the levels of service it is currently providing to the community.
3. **What current assets allow the District to provide this level of service?** This provides a current inventory of assets used by the District, such as facilities, land and equipment. In addition, each asset's replacement value was calculated and summed to determine the total value of the District's current assets.
4. **What is the current investment per residential and nonresidential land use?** In other words, how much of the District's current assets' total value is needed to serve current residential households and nonresidential square feet?
5. **What future growth is expected in the District?** How many new residential households and nonresidential square footage will the District serve over the CIP period?
6. **What new infrastructure is required to serve future growth?** For example, how many stations will be needed by the Kuna Rural Fire District Fire Department within the next ten years to achieve the planned level of service of the District?³⁰
7. **What impact fee is required to pay for the new infrastructure?** We calculated an apportionment of new infrastructure costs to future residential and nonresidential land- uses for the District. Then, using this distribution, the impact fees were determined.

Addressing these seven questions, in order, provides the most effective and logical way to calculate impact fees for the District. In addition, these seven steps satisfy and follow the regulations set forth earlier in this section.

"GRUM" Analysis

In the District, not all capital costs are associated with growth. Some capital costs are for repair and replacement of facilities e.g., standard periodic investment in existing facilities such as roofing. These costs *are not* impact fee eligible. Some capital costs are for betterment of facilities, or implementation of new services (e.g., development of an expanded training facility). These costs *are generally not entirely* impact fee eligible. Some costs are for expansion of facilities to accommodate new development at the current level of service (e.g., purchase of new fire station to accommodate expanding population). These costs *are* impact fee eligible.

Because there are different reasons why the District invests in capital projects, the study team conducted a "GRUM" analysis on all projects listed in each CIP:

Growth. The “G” in GRUM stands for growth. To determine if a project is solely related to growth, we ask “Is this project designed to maintain the current level of service as growth occurs?” and “Would the District still need this capital project if it weren’t growing at all?” “G” projects are only necessary to maintain the District’s current level of service as growth occurs. It is thus appropriate to include 100 percent of their cost in the impact fee calculations.

Repair & Replacement. The “R” in GRUM stands for repair and replacement. We ask, “Is this project related only to fixing existing infrastructure?” and “Would the District still need it if it weren’t growing at all?” “R” projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.

Upgrade. The “U” in GRUM stands for upgrade. We ask, “Would this project improve the District’s current level of service?” and “Would the District still do it even if it weren’t growing at all?” “U” projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.

Mixed. The “M” in GRUM stands for mixed. It is reserved for capital projects that have some combination of G, R and U. “M” projects by their very definition are partially necessitated by growth, but also include an element of repair, replacement and/or upgrade. In this instance, a cost amount between 0 and 100 percent should be included in the fee calculations. Although the need for these projects is triggered by new development, they will also benefit existing residents.

Projects that are 100 percent growth-related were determined by our study to be necessitated solely by growth. Alternatively, some projects can be determined to be “mixed,” with some aspects of growth and others aspects of repair and replacement. In these situations, only a portion of the total cost of each project is included in the final impact fee calculation.

It should be understood that growth is expected to pay only the portion of the cost of capital improvements that are growth-related. The District will need to plan to fund the pro rata share of these partially growth-related capital improvements with revenue sources other than impact fees within the time frame that impact fees must be spent. These values will be calculated and discussed in Section VI of this report.

Exhibits found in Section III of this report detail all capital improvements planned for purchase over the next ten years by the District.

¹ See Section 67-8203(9), Idaho Code. “System improvements” are capital improvements (i.e., improvements with a useful life of 10 years or more) that, in addition to a long life, increase the service capacity of a public facility. Public facilities include fire, emergency medical and rescue facilities. See Sections 67-8203(3), (24) and (28), Idaho Code.

² See Section 67-8202, Idaho Code.

³ As explained further in this study, proportionality is the foundation of a defensible impact fee. To meet substantive due process requirements, an impact fee must provide a rational relationship (or nexus) between the impact fee assessed against new development and the actual need for additional capital improvements. An impact fee must substantially advance legitimate local government interests. This relationship must be of “rough proportionality.” Adequate consideration of the factors outlined in Section 67-8207(2) ensure that rough proportionality is reached. See *Banbury Development Corp. v. South Jordan*, 631 P.2d 899 (1981); *Dollan v. District of Tigard*, 512 U.S. 374 (1994).

⁴ See Sections 67-8202(4) and 67-8203(29), Idaho Code.

⁵ See Section 67-8210(4), Idaho Code.

⁶ See Sections 67-8204(1) and 67-8207, Idaho Code.

⁷ See Section 67-8210(1), Idaho Code

⁸ See Section 67-8205, Idaho Code.

⁹ See Section 67-8206(2), Idaho Code.

¹⁰ See Section 67-8208, Idaho Code.

¹¹ See Section 67-8207, Idaho Code.

¹² See Sections 67-8209 and 67-8210, Idaho Code.

¹³ See Section 67-8208, Idaho Code.

¹⁴ See Sections 67-8204 and 67-8206, Idaho Code.

¹⁵ As a comparison and benchmark for the impact fees calculated under the Capital Improvement Plan approach, Galena Consulting also calculated the District's current level of service by quantifying the District's current investment in capital improvements, allocating a portion of these assets to residential and nonresidential development, and dividing the resulting amount by current housing units (residential fees) or current square footage (nonresidential fees). By using current assets to denote the current service standard, this methodology guards against using fees to correct existing deficiencies.

¹⁷ See Section 67-8208, Idaho Code.

¹⁹ See Section 67-8203(23), Idaho Code.

²⁰ See Section 67-8207, Idaho Code.

²¹ The impact fee that can be charged to each service unit (in this study, residential dwelling units and nonresidential square feet) cannot exceed the amount determined by dividing the cost of capital improvements attributable to new development (in order to provide an adopted service level) by the total number of service units attributable to new development. See Sections 67-8204(16), 67-8208(1)(f) and 67-8208(1)(g), Idaho Code.

²² See Section 67-8203(27), Idaho Code.

²³ See Section 67-8203(27), Idaho Code.

²⁴ The construction of detached garages alongside residential units does not typically trigger the payment of additional impact fees unless that structure will be the site of a home-based business with significant outside employment.

²⁵ See Section 67-8208(1)(e), Idaho Code.

²⁶ See Section 67-8208(1)(h).

²⁷ This assumes the planned levels of service do not exceed the current levels of service.

²⁸ The Impact Fee Act allows a broad range of improvements to be considered as "capital" improvements, so long as the improvements have useful life of at least 10 years and also increase the service capacity of public facilities. See Sections 67-8203(28) and 50-1703, Idaho Code.

²⁹ This assumes that the planned level of service does not exceed the current level of service.

³⁰ This assumes the planned level of service does not exceed the current level of service.

Section II. Land Uses

As noted in Section I, it is necessary to allocate capital improvement plan (CIP) costs to both residential and nonresidential development when calculating impact fees. The study team performed this allocation based on the number of projected new households and nonresidential square footage projected to be added from 2019 through 2029 for the District. These projections were based on the most recent growth estimates from COMPASS, data provided by the City of Kuna, regional real estate market reports, interviews with developers and recommendations from District Staff and the Impact Fee Advisory Committee.

Demographic and land-use projections are some of the most variable and potentially debatable components of an impact fee study, and in all likelihood the projections used in our study will not prove to be 100 percent correct. The purpose of the Advisory Committee's annual review is to account for these inconsistencies. As each CIP is tied to the District's land use growth, the CIP and resulting fees can be revised based on actual growth as it occurs.

The District serves the population of the City of Kuna, as well as portions of unincorporated Ada and Canyon Counties. As the following map indicates, the District's service area borders the Whitney Fire District to the east; Meridian Fire District to the north; and the Nampa Fire District to the west.

The following Exhibit II-1 presents the current and estimated future population for the District.

Exhibit II-1.

Current and Future Population within the boundaries of the Kuna Rural Fire District

	2019	2029	Net Increase	Percent Increase
Population	28,259	52,541	24,282	86%

The District currently has approximately 28,259 persons residing within its service boundary. Current and future population estimates were derived by isolating the population within each Transportation Analysis Zone (TAZ) within the District's boundaries according to current COMPASS data. This data was compared to current population estimates from the City of Kuna, which is within the Fire District boundaries.

Over the next ten years, COMPASS models indicate the District to grow by approximately 24,282 people, or at an annual growth rate of 8.6 percent.

Based on this population, the following Exhibit II-2 presents the current and future number of residential units and nonresidential square feet for the District.

**Exhibit II-2.
Current and Future Land Uses, Kuna Rural Fire District**

	2019	2029	Net Growth	Net Increase in Square Feet	Percent of Total Growth
Population	28,259	52,541	24,282		
Residential (in units)	8,831	16,419	7,588	15,176,014	86%
Nonresidential (in square feet)	883,108	3,283,818	2,400,710	2,400,710	14%
Total				17,576,723	100%

As shown above, the Kuna Rural Fire District is expected to grow by approximately 7,588 residential units and 2.4 million nonresidential square feet over the next ten years. Eighty-six percent of this growth is attributable to residential land uses, while the remaining fourteen percent is attributable to nonresidential growth. These growth projections will be used in the following sections to calculate the appropriate impact fees for the District.

Over the past few years, projected growth has been estimated at approximately 7% annually which was between 4,500 and 5,500 new homes.¹ However, in 2019 the City of Kuna approved a future development of up to 2,300 additional homes by the Falcon Crest Golf Course, increasing growth estimates for the ten-year period.

Non-residential development (office, retail and industrial) is harder to predict. Generally, “retail follows rooftops” but it is unclear how quickly this development will occur over the next ten years. Other areas in the Treasure Valley have approximately 300 square feet of non-residential development per residential household. As Kuna is primarily a residential community, we estimated only 100 square feet of non-residential development per current households, increasing to 200 square feet of non-residential development per household over 10 years of residential development.

¹ Kuna School District Analysis; City of Kuna permit application data; Idaho Business Review 2018.

Section III.

Impact Fee Calculation

In this section, we calculate impact fees for the Kuna Rural Fire District according to the seven - question method outlined in Section I of this report.

1. Who is currently served by the Kuna Rural Fire District?

As shown in Exhibit II-2, the District currently serves 8,831 residential units and approximately 883,108 square feet of nonresidential land use.

2. What is the current level of service provided by the Kuna Rural Fire District?

The Kuna Rural Fire District provides a level of service of a 90 percent fractile response time of between 4 minutes (in the urban area) to 6 minutes (in the rural portions of the District). As the population of the District grows, additional infrastructure and equipment will be needed to sustain this level of service. Based on conversations with District staff, it is our understanding that the planned level of service is equal to the current level of service.

3. What current assets allow the Kuna Rural Fire District to provide this level of service?

The following Exhibit III-1 displays the current assets of the Kuna Rural Fire District.

Exhibit III-1. Current Assets – Kuna Rural Fire District

Type of Capital Asset	Replacement Value
Facilities	
Station #1	\$ 6,000,000
Station #2 - unstaffed	\$ 1,400,000
Apparatus/Vehicles	
2015 Pierce Engine	\$ 750,000
1993 Pierce Engine	\$ 750,000
Water Tender	\$ 250,000
2001 Brush Truck	\$ 340,000
2003 Brush Truck	\$ 340,000
2016 Ambulance	\$ 235,000
2012 Ambulance	\$ 235,000
2001 Ambulance	\$ 235,000
Equipment	
22 SCBAs	\$ 255,000
SCBA Compressor and Charging Station	\$ 60,000
Total Assets	\$ 10,850,000
Plus Cost of Fee-Related Research	
Impact Fee Study	\$ 8,000
Plus Current Fund Balance	\$ 552,058
Grand Total	\$ 11,410,058

As shown above, the District currently owns approximately \$11.4 million of eligible current assets. These assets are used to provide the District's current level of service.

4. What is the current investment per residential unit and nonresidential square foot?

The Kuna Rural Fire District has already invested \$1,231 per residential unit and \$0.62 per nonresidential square foot in the capital necessary to provide the current level of service. This figure is derived by allocating the value of the District's current assets between the current number of residential units and nonresidential square feet.

We will compare our final impact fee calculations with these figures to determine if the two results will be similar; this represents a "check" to see if future District residents will be paying for infrastructure at a level commensurate with what existing District residents have invested in infrastructure.

5. What future growth is expected in the Kuna Rural Fire District?

As shown in Exhibit II-2, the Kuna Rural Fire District is expected to grow by approximately 7,588 residential units and 2.4 million square feet of nonresidential land use over the next ten years.

6. What new infrastructure is required to serve future growth?

The following Exhibit III-2 displays the capital improvements planned for purchase by the Kuna Rural Fire District over the next ten years.

Exhibit III-2. Kuna Rural Fire District CIP 2019 to 2028

Type of Capital Infrastructure	CIP Value	Growth times	Portion equals	Amount to Include in Fees	Amount from Other Sources
Facilities					
Station #2	\$ 6,000,000	100%		\$ 6,000,000	\$ -
Remodel and Expand Station #1	\$ 500,000	50%		\$ 250,000	\$ 250,000
Vehicles					
Ladder Truck	\$ 1,000,000	50%		\$ 500,000	\$ 500,000
Additional Engine for Station #2	\$ 800,000	100%		\$ 800,000	\$ -
Additional Ambulance for Station #2	\$ 235,000	100%		\$ 235,000	\$ -
Replace 2 Command Vehicles	\$ 110,000	0%		\$ -	\$ 110,000
Replace 1 Engine (used)	\$ 300,000	0%		\$ -	\$ 300,000
Replace 2 Brush Trucks	\$ 680,000	0%		\$ -	\$ 680,000
Replace 2 Ambulances	\$ 470,000	0%		\$ -	\$ 470,000
Equipment					
SCBAs - scheduled replacement	\$ 300,000	0%		\$ -	\$ 300,000
Cardiac Monitors - scheduled replacement	\$ 105,000	0%		\$ -	\$ 105,000
Mobile Radios - scheduled replacement	\$ 112,500	0%		\$ -	\$ 112,500
Portable Radios - scheduled replacement	\$ 240,000	0%		\$ -	\$ 240,000
Total Infrastructure	\$10,852,500			\$ 7,785,000	\$ 3,067,500
Plus Cost of Fee-Related Research					
Impact Fee Study	\$ 8,000	100%		\$ 8,000	
Minus Current Fund Balance	\$ 552,058			\$ 552,058	
Grand Total	\$10,308,442			\$ 7,240,942	

As shown above, the District plans to purchase approximately 10.8 million in capital improvements over the next ten years, \$7.2 million of which is impact fee eligible. These new assets will allow the District to achieve its planned level of service in the future. The acquisition of a ladder truck is partially necessitated by growth due to increasing height of development. This acquisition will improve the District's ISO rating which should positively impact the insurance premiums of property owners in the District. The commencement and completion dates for the District's growth-related capital infrastructure depend on the timing and pace of the projected growth.

The remaining \$3.0 million is the price for the District to replace existing apparatus, vehicles and other equipment; and for the non-growth-related portion of the expansion of Station #1 and the ladder truck for Station #2. Replacement of existing capital and non-growth-related capital are not eligible for inclusion in the impact fee calculations. The District will therefore have to use other sources of revenue including all of those listed in Idaho Code 67- 8207(iv)(2)(h).

7. What impact fee is required to pay for the new capital improvements?

The following Exhibit III-3 takes the projected future growth from Exhibits II-2 and the growth-related CIP from Exhibit III-2 to calculate impact fees for the Kuna Rural Fire District.

Exhibit III-3.

DRAFT Impact Fee Calculation, Kuna Rural Fire District

Amount to Include in Impact Fee Calculation	\$ 7,240,942
Percentage of Future Growth	
Residential	86%
Non Residential	14%
Amount Attributable to Future Growth	
Residential	\$ 6,251,941
Non Residential	\$ 989,001
Future Growth 2019-2028	
Residential (per unit)	7,588
Non Residential (per square foot)	2,400,710
Impact Fee	
Residential (per unit)	\$ 824
Non Residential (per square foot)	\$ 0.41

As shown above, we have calculated impact fees for the Kuna Rural Fire District at \$824 per residential unit and \$0.41 per nonresidential square foot. In comparison, as indicated in question #4 above, property taxpayers within the District have already invested \$1,231 per residential unit and \$0.62 per nonresidential square foot in the capital inventory necessary to provide today's level of service. The difference between the current investment and the impact fee per unit indicates current taxpayers have already built in some "capacity" for future development.

The District cannot assess fees greater than the amounts shown above. The District may assess fees lower than these amounts, but would then experience a decline in service levels unless the District used other revenues to make up the difference.

Because not all the capital improvements listed in the CIP are 100 percent growth-related, the District would assume the responsibility of paying for those portions of the capital improvements that are not attributable to new growth. These payments would come from other sources of revenue including all of those listed in Idaho Code 67-8207(iv)(2)(h).

To arrive at this participation amount, the expected impact fee revenue needs to be subtracted from the total CIP value. Exhibit IV-3 divides the District's participation amount into two categories: the portion of purely non-growth-related improvements, and the portion of growth-related improvements that are attributable to repair, replacement, or upgrade, but are not impact fee eligible.

It should be noted that the participation amount associated with purely non-growth improvements is discretionary. The District can choose not to fund these capital improvements (although this could result in a decrease in the level of service if the deferred repairs or replacements were urgent). However, the non-growth-related portion of improvements that are impact fee eligible *must* be funded in order to maintain the integrity of the impact fee program.

Exhibit III-4.

**Kuna Rural Fire District Participation Summary,
2019-2028**

	Required	Discretionary	Total
Fire	\$ 750,000	\$ 2,317,500	\$ 3,067,500

The total amount the District would be *required* to contribute over 10 years, should the District adopt fees at the calculated amount, is \$750,000 for the non-growth portion of the expansion to Station #1 and the non-growth portion of the ladder truck. The District could also choose to fund the discretionary infrastructure of \$2.3 million for apparatus and equipment replacement. While District has the option to fund these capital improvements over the 10-year period, these payments are not required.

Section IV.

Fee Analysis and Administrative Recommendations

A comparison of the calculated Fire impact fee to similar fees to that being assessed by fire departments and fire districts within Ada and Canyon County is shown in Exhibit IV-1:

Exhibit IV-1.

DRAFT Impact Fee Comparison - Fire

	Kuna Fire District	Star Fire District	Eagle Fire District	City of Meridian/ Meridian Rural	City of Boise	City of Nampa/ Nampa Rural Fire	City of Caldwell/ Caldwell Rural Fire <small>being updated</small>	Middleton Rural Fire District	Wilder Fire District	Marsing Fire District	North Ada Co. Fire and Rescue
per Residential Unit	\$ 824	\$ 829	\$ 897	\$ 693	\$ 526	\$ 560	\$ 665	\$ 849	\$ 825	\$ 1,285	\$ 647
per Non-Residential sf	\$ 0.41	\$ 0.39	\$ 0.36	\$ 0.53	\$ 0.15	\$ 0.28	\$ 0.33	\$ 0.42	\$ 0.41	\$ 0.64	\$ 0.32

The calculated impact fee for the Kuna Rural Fire District is in line with similarly sized fire districts in Ada and Canyon Counties. The calculated fee is lower than the fire impact fees being assessed by municipal fire departments in the valley for several reasons. First, these fire departments have been in service decades longer than the Kuna Rural Fire District, and have created capacity in their capital facilities and other assets with which to provide service to new growth. Second, growth in these areas has begun to become more dense and urban, which does not necessitate new stations being built to serve new growth as there are stations already appropriately located to serve this growth.

Some communities express concern that impact fees will stifle growth. Empirical data indicates this is not the case. Factors including the price of land and construction, market demand, the availability of skilled workers, access to major transportation modes, amenities for quality of life, etc. all weigh more heavily in decisions to construct new homes or businesses, as well for business relocation. Ultimately the impact fee, which is paid at the time of building permit, is passed along to the buyer in the purchase price or wrapped into a lease rate. Therefore, in a market with a high demand for development, an impact fee higher than other jurisdictions is unlikely to slow growth.

On the positive side, an impact fee program will enable the District to plan for growth without decreasing its service levels (response time), which can decrease buyer satisfaction and cause property insurance premiums to increase. It will also allow the District to collect a proportionate share of the cost of capital improvements from growth instead of funding all future capital through property taxes assessed to existing residents and businesses.

At the recommendation of the Development Impact Fee Advisory Committee, the Commission may wish to incorporate into its enacting resolution means for a development to seek an exemption from impact fees when it can be proven that this development will contribute significant benefits to the taxpayers of the District. This issue is discussed in more detail in the following section.

Implementation Recommendations

The following implementation recommendations should be considered:

Intergovernmental Agreements. The Kuna Rural Fire District is enabled under Idaho Code as a governmental entity to adopt impact fees. However, because impact fees are paid upon building permit, and the District does not participate in this process, it needs another governmental entity to collect these fees on its behalf. Idaho Code 67-8204(a) authorizes the District to enter into an intergovernmental agreement with a city or county which can collect fire fees on their behalf. In the case of this District, which includes one municipality and two counties, three intergovernmental agreements for the collection of Fire District impact fees would have to be developed and adopted by the corresponding bodies.

Fire impact fees would be assessed on new developments by the appropriate building department and then distributed to the District on an agreed-upon schedule. It is customary for the District to pay a small administrative fee to the collecting entity for this service.

Although Ada County collects impact fees for the City of Boise and the Ada County Highway District, it does not currently collect fire fees for any jurisdiction within its boundaries. Canyon County does not currently collect impact fees for any jurisdictions within its boundaries. No cities in Ada or Canyon County currently collect fire impact fees for any fire district.

Pursuant to an ongoing effort to educate elected officials on the impacts of growth to various jurisdictions, fire chiefs around the valley have determined that the two county commissions and various municipalities may be prepared to consider collecting on the behalf of growth-related fire capital needs. If the Kuna Rural Fire District chooses to pursue fire impact fees, the Chief would join Galena Consulting and other fire agencies in a broad discussion about how to execute the required intergovernmental agreements.

Capital Improvements Plan. The District should formally adopt this Capital Improvement Plan. While not subject to the procedures of the Local Land Use Planning Act (LLUPA), the adoption of the Capital Improvement Plan would comply with the Act's requirements of other governmental entities to adopt capital improvement plans into a Comprehensive Plan as part of the adoption of impact fees.

Impact Fee Ordinance. Following adoption of the Capital Improvement Plan, the Commission should review the proposed Impact Fee Ordinance for adoption via resolution as reviewed and recommended by the Advisory Committee and legal counsel.

Advisory Committee. The Advisory Committee is in a unique position to work with and advise Commission and District staff to ensure that the capital improvement plans and impact fees are routinely reviewed and modified as appropriate.

Impact fee service area. Some municipalities have fee differentials for various zones under the assumption that some areas utilize more or less current and future capital improvements. The study team, however, does not recommend the District assess different fees by dividing the areas into zones. The capital improvements identified in this report inherently serve a system-wide function.

Specialized assessments. If permit applicants are concerned they would be paying more than their fair share of future infrastructure purchases, the applicant can request an individualized assessment to ensure they will only be paying their proportional share. The applicant would be required to prepare and pay for all costs related to such an assessment.

Donations. If the District receives donations for capital improvements listed on the CIP, they must account for the donation in one of two ways. If the donation is for a non- or partially growth-related improvement, the donation can contribute to the District's General Fund participation along with more traditional forms, such as revenue transfers from the General Fund. If, however, the donation is for a growth-related project in the CIP, the donor's impact fees should be reduced dollar for dollar. This means that the District will either credit the donor or reimburse the donor for that portion of the impact fee.

Credit/reimbursement. If a developer constructs or contributes all or part of a growth-related project that would otherwise be financed with impact fees, that developer must receive a credit against the fees owed for this category or, at the developer's choice, be reimbursed from impact fees collected in the future.³⁷ This prevents "double dipping" by the District.

The presumption would be that builders/developers owe the entirety of the impact fee amount until they make the District aware of the construction or contribution. If credit or reimbursement is due, the governmental entity must enter into an agreement with the fee payer that specifies the amount of the credit or the amount, time and form of reimbursement.³⁸

Impact fee accounting. The District should maintain Impact Fee Funds separate and apart from the General Fund. All current and future impact fee revenue should be immediately deposited into this account and withdrawn only to pay for growth-related capital improvements of the same category. General Funds should be reserved solely for the receipt of tax revenues, grants, user fees and associated interest earnings, and ongoing operational expenses including the repair and replacement of existing capital improvements not related to growth.

Spending policy. The District should establish and adhere to a policy governing their expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for any operational expenses and the repair and replacement or upgrade of existing infrastructure not necessitated by growth. In cases when *growth-related capital improvements are constructed*, impact fees are an allowable revenue source as long as only new growth is served. In cases when new capital improvements are expected to *partially replace existing capacity and to partially serve new growth*, cost sharing between the General Fund or other sources of revenue listed in Idaho Code 67-8207(1)(iv), (2)(h) and Impact Fee Fund should be allowed on a pro rata basis.

Update procedures. The District is expected to grow rapidly over the 10-year span of the CIPs. Therefore, the fees calculated in this study should be updated annually as the District invests in additional infrastructure beyond what is listed in this report, and/or as the District's projected development changes significantly. Fees can be updated on an annual basis using an inflation factor for building material from a reputable source such as McGraw Hill's Engineering News Record. As described in Idaho Code 67-8205(3)(c)(d)(e), the Advisory Committee will play an important role in these updates and reviews.

³⁷ See Section 67-8209(3), Idaho Code.

³⁸ See Section 67-8209(4), Idaho Code

Economic Development Update – City of Kuna

August 2019

Mayor and City Council Members,

In July, I passed one year since I started in Kuna, and I want to thank you so much for the opportunity to serve the City as the Economic Development Director. I put together a few highlights of what we accomplished this year, as well as some goals for the coming year. I look forward to working with all of you on these projects and others, and can't wait to see what we can accomplish.

A Year in Review - Economic Development Updates:

- **Community Awareness, Relationship Building & Partnerships:**
 - *Development Contacts:* Dozens of meetings with real estate developers & brokers to change perception of Kuna and gauge interest in development opportunities. Many of these meetings have turned into development opportunities.
 - *Business Retention & Expansion:* Worked and met with Kuna businesses on local needs, attending Chamber and community events, assisting with workshops and communication.
 - *Marketing:* Completed two marketing videos for Kuna, a demographic overview, and also helped the Kuna Chamber craft a membership directory and new website.
 - *Presentations:* Represented Kuna in giving presentations about the community (Thornton Oliver Keller, Colliers, TitleOne Forum, Kuna Chamber, Ada County Sheriff's Office, Kuna Business Alliance and others)
 - *Partnerships:* Worked closely with the Kuna School District on their strategic planning process, Joint workshops and ribbon cuttings with the Kuna Chamber, worked closely with the Boise Chamber/BVEP, Boys and Girls Club, Ada County, ACHD, Southwest Idaho Manufacturer's Alliance, Idaho Economic Development Association, Idaho Power, etc. I am also planning to serve as a Board Member for the Kuna Chamber of Commerce for 2019/2020.
 - *Staff Connectivity:* Working collaboratively with the Planning & Zoning and the Public Works Department, we meet bi-monthly to talk through project activity and update each other.
- **Workshops:** In January and February of 2019, the City of Kuna hosted a 3 part entrepreneurship training workshop series. I also put together a digital resource library for entrepreneurs looking to start a business in Kuna. Overall, the results and feedback were positive with requests to continue workshops in the future. Overall, 10 individuals completed all 3 workshops, with 25 people participating overall. We are still working with many of these businesses and have plans to expand training workshops in 2019/2020.
- **Business Attraction Projects Update:** In the months of July and August, we typically were seeing 1-2 site visits a week. We had many meetings with developers, a couple of potential industrial clients, retailers, and local businesses and brokers.
 - *Retail:* Increased interest in retail activity.
 - Attended the Retail Tradeshow in May 2019, and met with 15-20 companies while at the show and collected contact information from many others. Out of that show, we have 5 who added Kuna to their site visit list, and three who are in process of a development in Kuna.
 - Currently 2 pending fast-food companies, a new bank building in process, 2 new food-trucks to Kuna, Snake River Bar & Grill, and several positive site visits in July and August with other retailers.

- *Office & Industrial:* We have worked closely with Idaho Commerce and BVEP on a number of projects. We have also been working with many land owners to rezone properties to get closer to being shovel ready.
 - We were the only City in the region to final on a large technology related project last year – this company has stalled currently, but may come back again when the legislature is back in session.
 - We hosted a site visit for a brewery related project. While we made the short list, unfortunately they are looking at other opportunities at the moment. That being said, we have had great conversations with a couple other restaurants and hopeful that we can expand our culinary scene.
 - We currently have several projects we have submitted sites for and waiting to hear back.
 - We attended the Food Northwest Show in Portland last February and worked closely with Dilly’s Pickles to support their booth presence. We’ve also worked closely with Jessica from Dilly’s Pickles as she opened a new commercial kitchen in our industrial park.
 - We have formed relationships with several developers who have an interest in getting some sites shovel ready for industrial projects in the next couple of years.
 - Overall, we are starting to change the perception of Kuna and have more sites available for future commercial development.
 - I can go through more detail on projects we have submitted for with BVEP/Commerce if you’d like a one-on-one meeting.
- **Commercial Development:** Working closely with P&Z staff as well as the building department, I have been monitoring City applications (especially those related to commercial) and making introductions to create a long-term resource for companies coming into Kuna.
 - We helped D&B coordinate and market a hiring fair at the Kuna Library this month and they saw over 97 applicants participate. They are very optimistic about Kuna and said they have also received several transfer applications from other D&B Supply stores wanting to work in Kuna.
 - I have met with dozens of small businesses and developers to help answer questions, complete research, customize data reports and presentations, and give advising on marketing and development strategies.
- **Funding Mechanisms for Economic Development:** We held a workshop on financing tools for economic development in May/June, and spent time researching best practices in other communities. We are moving forward on an eligibility study, and look forward to working with council on next steps for consideration of a potential Urban Renewal District later this fall/winter.
- **Kuna Intern:** Working with the Department of Labor, I brought in an intern over the summer to complete a job shadow and work experience program. Spending half of his time in Public Works and half of his time with economic development, we gave Michael Saldivar opportunities to develop his skills in working with people, processes and projects. He started research and gave a presentation to staff at the end of his internship for a retail concept that we are exploring, and thought it was a great opportunity for Kuna to give a student work exposure as they are heading into college. Michael completed 84.5 hours of experience during the internship.

Goals for 2019/2020:

- **Restructure Economic Development Committee:** Working with the Mayor, we are restructuring the Economic Development Committee to meet every other month as we have been for community updates, but also have an executive board, made up of business members that have a more hands-on role in economic development activities.
- **Complete Strategic Plan for Kuna Economic Development:** Build on the demographic data and community input received from the Comp Plan process to build out a strategic plan for economic development. This plan will focus in on a short list of economic development priorities with specific action items on what to accomplish, along with metrics on how to evaluate success.
 - **Survey Local Business Community & Regional Partners:** Create a survey that captures detailed information about Kuna (strengths, weaknesses, opportunities, areas of focus for economic development, etc).
 - **Downtown Kuna:** Continue building on the City's success with the Main Street project, and look for future opportunities to add a community plaza, streetscape improvements for 4th street, and continued integration with the greenbelt and pathways. Explore Private Public Partnerships.
 - **Commercial & Industrial Growth:** Put together a target industry analysis and data to support what types of companies would do well in Kuna, and identify gaps of what's needed.
- **Explore Urban Renewal & Other Funding Tools for Kuna:** Continue looking at opportunities to enhance public infrastructure and attract new companies and investment. Continue meeting with local entities to address concerns and find solutions for lack of resources.
- **Retail Incubator Space:** Coming Soon! I'll be submitting a concept in the next couple of months for a downtown & retail initiative that could help Kuna's home based businesses and small retailers get a bigger presence in Kuna.
- **Industrial Development:** Work with local developers on creating a plan for future light industrial opportunities in Kuna.
- **Finish Certification from IEDC:** In 2020, I'll plan to take the exam with the International Economic Development Council to gain the Certified Economic Developer credential (CeCD). I'm taking the final course I need in October, and plan to test and one of the available dates this year for the certification.

I would love the opportunity to meet with all of you one-on-one to get your feedback, additions to the goals above, and any other insights you would like to share about economic development. I look forward to serving the City of Kuna this next year and have high hopes that we will have some great projects to bring forward.

Lisa Holland
Economic Development Director
lholland@kunaid.gov
(208) 559-5926

**ORDINANCE NO. 2019-22
CITY OF KUNA**

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO

- **AMENDING SECTIONS 1, 2, 3 and 4 OF CHAPTER 3 OF TITLE 3 KUNA CITY CODE MAKING TECHNICAL CHANGES TO PURPOSE, LICENSE REQUIREMENTS, LICENSE APPLICATIONS AND ADDING TERMS TO DEFINITIONS TO SOLICITORS AND PEDDLERS LICENSURE REQUIREMENT; AND**
- **AMENDING CHAPTER 3 OF TITLE 3 KUNA CITY CODE BY THE ADDITION OF A NEW SECTION 11 PROVIDING FOR A LICENSE EXEMPTION; AND**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Kuna, Ada County, Idaho:

Section 1: That Section 1 to 4 of Chapter 3 of Title 3 of the Kuna City Code be and the same is hereby amended to read as follows:

**CHAPTER 3 - SOLICITORS AND PEDDLERS
SECTION:**

3-3-1: - PURPOSE:

The purpose of this chapter is to minimize the unwelcome disturbance of the quiet enjoyment of residents and property owners within this city ~~is citizens and the disruption of privacy~~ and to otherwise protect their health, safety and welfare ~~of residents of the city~~ by regulating, controlling and licensing door-to-door solicitors and peddlers.

This chapter is not intended to prohibit or hamper speech which is protected by the First Amendment, but merely to regulate specific activities which are commercial in nature.

3-3-2: - DEFINITIONS: The following terms, for purposes of this Chapter, shall have the definitions as herein this section provided:

APPLICANT: Means and refers to a person and or an agent of an entity who files an application for a peddling and soliciting license pursuant to this chapter.

CHARITABLE: Is defined as, and includes, the words philanthropic, benevolent, education, civic, cultural, religious or fraternal.

ENTITY: Means and refers to any legal entity, which is not a normal person, which is recognized under Federal or State Law.

PEDDLER: Any person who goes upon the premises of any private residential unit or group home setting in the City of Kuna, not having been invited by the occupant thereof, who sells or offers to sell any commodity, article or subscription of any nature. This definition includes, but is not limited to, any person who solicits orders and makes deliveries to residential purchasers but does not include persons engaged in the delivery of pre-purchased goods for that purpose only.

PEDDLING: All activities ordinarily performed by a peddler as indicated under the definition of "peddler" in this section.

SOLICITATION: Includes all activities ordinarily performed by a solicitor as described in the definition of "solicitor" in this section.

SOLICITOR: Any person who goes upon the premises of any private residential unit or group home in the City of Kuna, not having been invited by the occupant thereof, for the purpose of taking orders for, or offering to take orders for, goods, wares or merchandise, or any article for future delivery, or for services to be performed in the future, or for making, manufacturing or repairing of any article or thing whatsoever for future delivery.

3-3-3: - LICENSE REQUIREMENTS ~~AND EXEMPTIONS:~~

A. It shall be unlawful for any person to engage in peddling or ~~solicitation~~ ~~soliciting~~ within the City of Kuna without first securing a peddling and soliciting license issued by the city clerk, and in compliance with this chapter. All ~~vendors-~~ peddlers and solicitors must meet all applicable city, state, including Central District Health Department regulations and requirements, and federal law. ~~Provided however, that the following are exempted from these provisions:~~

- ~~1. Any organization exempt from taxation under 26 USC 501 and meeting the requirements for the exemptions provided by USC 503;~~
- ~~2. Any political organization or officially recognized group seeking funds or membership;~~
- ~~3. Any solicitation upon premises owned or occupied by an organization, group or person upon whose behalf the solicitation is made;~~
- ~~4. Any solicitation in the form of a collection at a regular meeting of a charitable organization or group; and~~
- ~~5. Persons engaged in the delivery of pre-purchased goods for that purpose only.~~

3-3-4: - LICENSE APPLICATION:

- A. An applicant ~~The applicant for a license under this chapter~~ shall file with the city clerk, an application on the form available through the city clerk's office, which application shall contain the following information:
1. Name, address (both legal and local), email and phone number of the applicant, and if the applicant is ~~associated with an agent of an entity a company~~, the name, address, email and telephone number of the entity company, and the ~~agent's supervisor's~~ name and telephone number;
 2. The name or names of all persons who will be soliciting or peddling pursuant to the license ~~with the applicant and/or on behalf of any company~~. Each person shall be required to obtain a license and comply with all provisions of this chapter;
 3. A description of the business or activity the applicant intends to conduct and the goods or services to be sold;
 4. The times of day and location where the activity will be conducted, the duration for which the proposed solicitation or peddling is to occur, and if a motor vehicle will be used, the make, model, and license plate of the vehicle and proof of insurance;
 5. The place where the goods or property proposed to be sold was manufactured or produced, where such goods or products are located at the time said application is filed, and the proposed method of delivery;
 6. When the applicant proposes to peddle any prepared food product for human consumption, a certification from the Central District Health Department or other agencies of the City of Kuna shall be required prior to issuance of the license and during its duration;
 7. If an employee or agent of an entity ~~the company~~, the name and address thereof, with written documentation establishing the authority of the employee or agent;
 8. Social Security or valid driver's license numbers, full legal name and date of birth of any applicant or the entity applicant's agent and any other information necessary to conduct a criminal background check on the applicant. An applicant as outlined by this section shall be fingerprinted by an appropriate agency designated by the city clerk. The cost to process the fingerprints shall be borne by the applicant. The city clerk's office is authorized to request criminal history checks on any applicant, including a national background check by the Federal Bureau of Investigation and charge the applicant for these investigations. In accordance with IC § 67-3008, the city clerk or designee may forward an applicant's fingerprints through the Idaho Department of Law Enforcement to the Federal Bureau of Investigation Identification Division for a national background check. The criminal history records shall be kept confidential;

9. A list of all the criminal charges and and/or convictions, withheld judgments or pleas of nolo contendere, whether a felony, misdemeanor for violation of an ordinance (other than traffic offenses), the nature of the offense or violation, the date and place of the criminal or other related proceedings for each applicant and employee; and
10. Two (2) color photographs of the applicant and each employee, measuring two inches by two inches (2" × 2"), showing the head and shoulders in a clear, distinguishable manner.

Section 2: That Sections 11, 12, 13, 14, 15, 16 and 17 of Chapter 3 of Title 3 of the Kuna City Code be amended to read as follows:

3-3-11:- LICENSE EXEMPTION

A. Non-profit entities that are charitable and/or educational and which are administered and whose administrative address is in the city may apply to the city clerk for an exemption of application fees, license bond requirement and/or extension of the license period beyond six months. The city clerk shall grant such exemption in the event the applicant has:

1. Provided all the application information relevant to their request for a license; and
2. Provided proof that they are a charitable and/or educational non-profit entity and that the licensed peddling and solicitation is in accordance with their charitable and/or educational purposes; and

B. The applicant may also request an exemption from the license expiration for a specified period not greater than five (5) years subject to the applicant verifying that the applicant:

1. will be repeating the same licensed peddling and solicitations for a stated period beyond six (6) months; and
2. agrees to provide notice to the city clerk each time the applicant will conduct the licensed peddling and solicitation; and
3. will also provide the city clerk with information of any changes in the information provided in the application.

3-3-~~11~~2: - RESTRICTIONS:

A. The following restrictions shall apply to peddling and soliciting in the incorporated areas of the City of Kuna:

1. *Restriction:* Peddlers and solicitors shall only engage in their activities between the hours of 9:00 a.m. and 7:00 p.m.

2. *Holidays:* There shall be no peddling or soliciting on the following holidays: New Year's Day, Washington's/Presidents Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.
3. *Prohibited areas:* The city council, may, by resolution, from time to time, prohibit the activities allowed under this chapter if it determines such prohibitions are necessary to protect the public health, safety and welfare of the citizens of Kuna.
4. *Child labor restrictions:* Restrictions relating to minimum age as set forth in the child labor provisions of the Fair Labor Standards Act, 29 USC § 201 et seq. (1938), as amended, and the Child Labor Law of Idaho, IC § 44-1301 et seq., as amended, are hereby adopted and constitute restrictions under this chapter.
5. *Premises restrictions:* Peddlers and solicitors shall not enter upon any premise when the same is posted with a sign stating "NO PEDDLERS ALLOWED" or "NO SOLICITATION ALLOW" or other words to that effect. A violation of this section shall result in immediate revocation of the license and the potential for trespassing charges to be filed against the person(s).

3-3-~~12~~13: - RIGHT TO CANCEL:

The buyer of any goods solicited or peddled shall have the right to cancel the door-to-door sale within three (3) business days of the transaction. A business day is any calendar day except Sunday, or the following holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

3-3-~~13~~14: - LICENSE DENIAL; REVOCATION:

- A. Any application made for or license issued pursuant to this chapter may be denied or revoked by the city clerk and the city council on any of the following grounds:
1. Fraud, misrepresentation or false statement in the application;
 2. Fraud, misrepresentation or false statement made by the licensee in the course of conducting solicitation or peddling activities;
 3. Conducting peddling or solicitation activities contrary to the provisions of this chapter;
 4. Conducting peddling or soliciting activities in such a manner as to create a public nuisance constitute a breach of the peace or endanger the health, safety or general welfare of the general public. This includes the situation where a peddler or solicitor has been asked to leave the premises by the residential occupant and they have failed to immediately do so.

3-3-~~14~~15: - NOTICE AND HEARING ON REVOCATION:

- A. If a license is revoked, a notice of a hearing for revocation of a license issued pursuant to this chapter shall be provided in writing and shall set forth specifically the grounds for the revocation and the date, time and place for hearing. Notice shall be hand delivered to the licensee and/or mailed to the licensee at the address shown on the license application or last known address.
- B. If the licensee requests a hearing, the hearing shall be before the city council at the next regularly scheduled meeting and the council shall take evidence with regard to the grounds for a revocation.

3-3-~~15~~16: - APPEALS:

- A. Any person aggrieved by any action of the city clerk or city council taken pursuant to this chapter, shall have the right to appeal the action or decision to the city council within fourteen (14) days after the notice of the action has been mailed to the person(s), corporation(s) or organization(s) addressed as shown on the application.
- B. An appeal may be taken by filing a written statement setting forth the grounds for the appeal with the city clerk.
- C. A hearing shall be set no later than twenty (20) days from the date of receipt of the appellant's written statement, with the notice and time of the hearing to be provided in the same manner as provided herein.

3-3-~~16~~17: - VIOLATIONS AND PENALTY:

A violation of the provisions of this chapter shall be punishable as a misdemeanor as provided for in title 1, chapter 4 Kuna City Code and IC § 18-113, as amended. Each day or violation of any provision of this chapter shall be considered a separate offense, punishable as described herein.

Section 3: Directing the City Clerk

The City Clerk is directed to file, this Ordinance in the official records of the City and to provide the same to the City's codifier for inclusion and publication in the Kuna City Code.

Section 4: Effective Date

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

DATED this 6th day of August, 2019

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**ORDINANCE NO. 2019-22
CITY OF KUNA**

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO

- **AMENDING SECTIONS 1, 2, 3 and 4 OF CHAPTER 3 OF TITLE 3 KUNA CITY CODE MAKING TECHNICAL CHANGES TO PURPOSE, LICENSE REQUIREMENTS, LICENSE APPLICATIONS AND ADDING TERMS TO DEFINITIONS TO SOLICITORS AND PEDDLERS LICENSURE REQUIREMENT; AND**
- **AMENDING CHAPTER 3 OF TITLE 3 KUNA CITY CODE BY THE ADDITION OF A NEW SECTION 11 PROVIDING FOR A LICENSE EXEMPTION; AND**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Kuna, Ada County, Idaho:

Section 1: That Section 1 to 4 of Chapter 3 of Title 3 of the Kuna City Code be and the same is hereby amended to read as follows:

**CHAPTER 3 - SOLICITORS AND PEDDLERS
SECTION:**

3-3-1: - PURPOSE:

The purpose of this chapter is to minimize the unwelcome disturbance of the quiet enjoyment of residents and property owners within this city and to otherwise protect their health, safety and welfare by regulating, controlling and licensing door-to-door solicitors and peddlers.

This chapter is not intended to prohibit or hamper speech which is protected by the First Amendment, but merely to regulate specific activities which are commercial in nature.

3-3-2: - DEFINITIONS: The following terms, for purposes of this Chapter, shall have the definitions as herein this section provided:

APPLICANT: Means and refers to a person and or an agent of an entity who files an application for a peddling and soliciting license pursuant to this chapter.

CHARITABLE: Is defined as, and includes, the words philanthropic, benevolent, education, civic, cultural, religious or fraternal.

ENTITY: Means and refers to any legal entity, which is not a normal person, which is recognized under Federal or State Law.

PEDDLER: Any person who goes upon the premises of any private residential unit or group home setting in the City of Kuna, not having been invited by the occupant thereof, who sells or offers to sell any commodity, article or subscription of any nature. This definition includes, but is not limited to, any person who solicits orders and makes deliveries to residential purchasers but does not include persons engaged in the delivery of pre-purchased goods for that purpose only.

PEDDLING: All activities ordinarily performed by a peddler as indicated under the definition of "peddler" in this section.

SOLICITATION: Includes all activities ordinarily performed by a solicitor as described in the definition of "solicitor" in this section.

SOLICITOR: Any person who goes upon the premises of any private residential unit or group home in the City of Kuna, not having been invited by the occupant thereof, for the purpose of taking orders for, or offering to take orders for, goods, wares or merchandise, or any article for future delivery, or for services to be performed in the future, or for making, manufacturing or repairing of any article or thing whatsoever for future delivery.

3-3-3: - LICENSE REQUIREMENTS:

A. It shall be unlawful for any person to engage in peddling or solicitation within the City of Kuna without first securing a peddling and soliciting license issued by the city clerk, and in compliance with this chapter. All peddlers and solicitors must meet all applicable city, state, including Central District Health Department regulations and requirements, and federal law.

3-3-4: - LICENSE APPLICATION:

- A. An applicant shall file with the city clerk, an application on the form available through the city clerk's office, which application shall contain the following information:
1. Name, address (both legal and local), email and phone number of the applicant, and if the applicant is an agent of an entity, the name, address, email and telephone number of the entity, and the agent's name and telephone number;
 2. The name or names of all persons who will be soliciting or peddling pursuant to the license. Each person shall be required to obtain a license and comply with all provisions of this chapter;
 3. A description of the business or activity the applicant intends to conduct and the goods or services to be sold;

4. The times of day and location where the activity will be conducted, the duration for which the proposed solicitation or peddling is to occur, and if a motor vehicle will be used, the make, model, and license plate of the vehicle and proof of insurance;
5. The place where the goods or property proposed to be sold was manufactured or produced, where such goods or products are located at the time said application is filed, and the proposed method of delivery;
6. When the applicant proposes to peddle any prepared food product for human consumption, a certification from the Central District Health Department or other agencies of the City of Kuna shall be required prior to issuance of the license and during its duration;
7. If an employee or agent of an entity, the name and address thereof, with written documentation establishing the authority of the employee or agent;
8. Social Security or valid driver's license numbers, full legal name and date of birth of any applicant or the entity applicant's agent and any other information necessary to conduct a criminal background check on the applicant. An applicant as outlined by this section shall be fingerprinted by an appropriate agency designated by the city clerk. The cost to process the fingerprints shall be borne by the applicant. The city clerk's office is authorized to request criminal history checks on any applicant, including a national background check by the Federal Bureau of Investigation and charge the applicant for these investigations. In accordance with IC § 67-3008, the city clerk or designee may forward an applicant's fingerprints through the Idaho Department of Law Enforcement to the Federal Bureau of Investigation Identification Division for a national background check. The criminal history records shall be kept confidential;
9. A list of all the criminal charges and and/or convictions, withheld judgments or pleas of nolo contendere, whether a felony, misdemeanor for violation of an ordinance (other than traffic offenses), the nature of the offense or violation, the date and place of the criminal or other related proceedings for each applicant and employee; and
10. Two (2) color photographs of the applicant and each employee, measuring two inches by two inches (2" × 2"), showing the head and shoulders in a clear, distinguishable manner.

Section 2: That Sections 11, 12, 13, 14, 15, 16 and 17 of Chapter 3 of Title 3 of the Kuna City Code be amended to read as follows:

3-3-11:- LICENSE EXEMPTION

- A. Non-profit entities that are charitable and/or educational and which are administered and whose administrative address is in the city may apply to the city clerk for an exemption of

application fees, license bond requirement and/or extension of the license period beyond six months. The city clerk shall grant such exemption in the event the applicant has:

1. Provided all the application information relevant to their request for a license; and
 2. Provided proof that they are a charitable and/or educational non-profit entity and that the licensed peddling and solicitation is in accordance with their charitable and/or educational purposes; and
- B. The applicant may also request an exemption from the license expiration for a specified period not greater than five (5) years subject to the applicant verifying that the applicant:
1. will be repeating the same licensed peddling and solicitations for a stated period beyond six (6) months; and
 2. agrees to provide notice to the city clerk each time the applicant will conduct the licensed peddling and solicitation; and
 3. will also provide the city clerk with information of any changes in the information provided in the application.

3-3-12: - RESTRICTIONS:

- A. The following restrictions shall apply to peddling and soliciting in the incorporated areas of the City of Kuna:
1. *Restriction:* Peddlers and solicitors shall only engage in their activities between the hours of 9:00 a.m. and 7:00 p.m.
 2. *Holidays:* There shall be no peddling or soliciting on the following holidays: New Year's Day, Washington's/Presidents Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.
 3. *Prohibited areas:* The city council, may, by resolution, from time to time, prohibit the activities allowed under this chapter if it determines such prohibitions are necessary to protect the public health, safety and welfare of the citizens of Kuna.
 4. *Child labor restrictions:* Restrictions relating to minimum age as set forth in the child labor provisions of the Fair Labor Standards Act, 29 USC § 201 et seq. (1938), as amended, and the Child Labor Law of Idaho, IC § 44-1301 et seq., as amended, are hereby adopted and constitute restrictions under this chapter.
 5. *Premises restrictions:* Peddlers and solicitors shall not enter upon any premise when the same is posted with a sign stating "NO PEDDLERS ALLOWED" or "NO SOLICITATION ALLOW" or other words to that effect. A violation of this section shall

result in immediate revocation of the license and the potential for trespassing charges to be filed against the person(s).

3-3-13: - RIGHT TO CANCEL:

The buyer of any goods solicited or peddled shall have the right to cancel the door-to-door sale within three (3) business days of the transaction. A business day is any calendar day except Sunday, or the following holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

3-3-14: - LICENSE DENIAL; REVOCATION:

- A. Any application made for or license issued pursuant to this chapter may be denied or revoked by the city clerk and the city council on any of the following grounds:
1. Fraud, misrepresentation or false statement in the application;
 2. Fraud, misrepresentation or false statement made by the licensee in the course of conducting solicitation or peddling activities;
 3. Conducting peddling or solicitation activities contrary to the provisions of this chapter;
 4. Conducting peddling or soliciting activities in such a manner as to create a public nuisance constitute a breach of the peace or endanger the health, safety or general welfare of the general public. This includes the situation where a peddler or solicitor has been asked to leave the premises by the residential occupant and they have failed to immediately do so.

3-3-15: - NOTICE AND HEARING ON REVOCATION:

- A. If a license is revoked, a notice of a hearing for revocation of a license issued pursuant to this chapter shall be provided in writing and shall set forth specifically the grounds for the revocation and the date, time and place for hearing. Notice shall be hand delivered to the licensee and/or mailed to the licensee at the address shown on the license application or last known address.
- B. If the licensee requests a hearing, the hearing shall be before the city council at the next regularly scheduled meeting and the council shall take evidence with regard to the grounds for a revocation.

3-3-16: - APPEALS:

- A. Any person aggrieved by any action of the city clerk or city council taken pursuant to this chapter, shall have the right to appeal the action or decision to the city council within fourteen (14) days after the notice of the action has been mailed to the person(s), corporation(s) or organization(s) addressed as shown on the application.

- B. An appeal may be taken by filing a written statement setting forth the grounds for the appeal with the city clerk.
- C. A hearing shall be set no later than twenty (20) days from the date of receipt of the appellant's written statement, with the notice and time of the hearing to be provided in the same manner as provided herein.

3-3-17: - VIOLATIONS AND PENALTY:

A violation of the provisions of this chapter shall be punishable as a misdemeanor as provided for in title 1, chapter 4 Kuna City Code and IC § 18-113, as amended. Each day or violation of any provision of this chapter shall be considered a separate offense, punishable as described herein.

Section 3: Directing the City Clerk

The City Clerk is directed to file, this Ordinance in the official records of the City and to provide the same to the City's codifier for inclusion and publication in the Kuna City Code.

Section 4: Effective Date

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

DATED this ____ day of _____, 2019

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

(Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2019-29
JEFFERSON WASHBURN
MUNICIPAL ANNEXATION AND ZONING ORDINANCE**

**A MUNICIPAL ANNEXATION AND ZONING ORDINANCE OF THE CITY COUNCIL
AND THE CITY OF KUNA;**

- **MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND**
- **ANNEXING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. S1303141900 OWNED BY JEFFERSON WASHBURN SITUATED WITHIN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND**
- **RESPECTIVELY ESTABLISHING R-8 ZONING DISTRICT CLASSIFICATION OF SAID REAL PROPERTY; AND**
- **AMENDING THE OFFICIAL ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS AND DECLARATIONS OF ITS AUTHORITY, HISTORY AND PROCESS OF THIS IDAHO CODE SECTION 50-222 (3) (a) CATEGORY "A" ANNEXATION AND ZONING ORDINANCE as follows:

1. The City of Kuna, Idaho is a municipal corporation organized and existing under the laws of the state of Idaho (the "City") and is authorized to annex into and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

2. Jefferson Washburn (the "Owners") is the owner Ada County Assessor's Parcel No. S1303141900 [legally described in Exhibit A attached hereto and by this reference herein incorporated] (the "Real Property").

3. The Real Property is situated in the unincorporated area of Ada County; and

4. The Owner has filed with the City the following written requests and applications:

- Annexation of Parcel No. S1303141900 with an R-8 zoning district classification; and

5. The Planning and Zoning Commission of the City (the “Commission”), pursuant to public notice as required by law, held a public hearing on June 11, 2019 as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on July 1, 2019 recommending to the Mayor and the City Council (the ”Council”) of the City that the Owner’s annexation and zoning applications for parcel no. S1303141900 be approved with a zoning district classification of R-8; and

6. The Council, pursuant to public notice as required by law, held a public hearing on August 6, 2019 on the Owner’s applications and requests for the Real Property annexation and zoning, as required by Section 67-6525, Idaho Code, and made findings (approved on August 20, 2019) wherein the City Council determined that the Owner’s written request and applications for annexation of parcel no. S1303141900 should be granted with an R-8 zoning district classification.

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

Section 1: The Council hereby finds and declares that the Real Property described below is contiguous to the City, that said Real Property can reasonably be assumed to be a part of the orderly development of the City, and that the Owner of said Real Property has requested and made application, in writing, for the annexation thereof to the City.

Section 2: The Real Property is situated within Ada County, Idaho and are adjacent and contiguous to the City, are designated by the Ada County Assessor’s Office as Parcel No. S1303141900; and is more particularly and legally described in “Exhibit A” – and is depicted in “Exhibit B” – Location Map, attached hereto and incorporated herein by reference; and

Section 3: The Real Property, designated by Ada County Assessor’s Office as Parcel No. S1303141900 [more particularly and legally described in “Exhibit A”], is annexed to and incorporated within the incorporated territorial limits of the City of Kuna, Idaho.

Section 4: From and after the effective date of this Ordinance, all property and persons within the boundary and territory of the Real Property shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 5: The zoning district classification of the real Property, described in Section 3 above, is established as R-8 in accordance with the Zoning Ordinance of the City; and

Section 6: The Official Zoning Map of the City (the “Zoning Map”) is hereby amended and the City Engineer is directed to include on the Zoning Map the Real Property described in Section 4 and designate said Real Property with an R-8 zoning district classification; and

Section 7: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor,

Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal descriptions of the real Property annexed by this Ordinance.

Section 8: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 3rd day of September, 2019.

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A

JEFFERSON WASHBURN MUNICIPAL ANNEXATION

PARCEL NO. S1303141900 Legal Description

That portion of the Southeast quarter of the Northeast quarter of Section 3, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the Southeast corner of the Southeast quarter of the Northeast quarter of Section 3, Township 2 North, Range 1 West, Boise Meridian; and running thence

North 0°05' East along the Easterly boundary line of the aforesaid Southeast quarter, 569.00 feet; thence

South 89°54' West, 161.0 feet; thence

South 0°05' West, 100.00 feet to a point on the center line of the Harris Canal; thence

North 80°45' West, along the centerline of the Harris Canal, 485.0 feet; thence

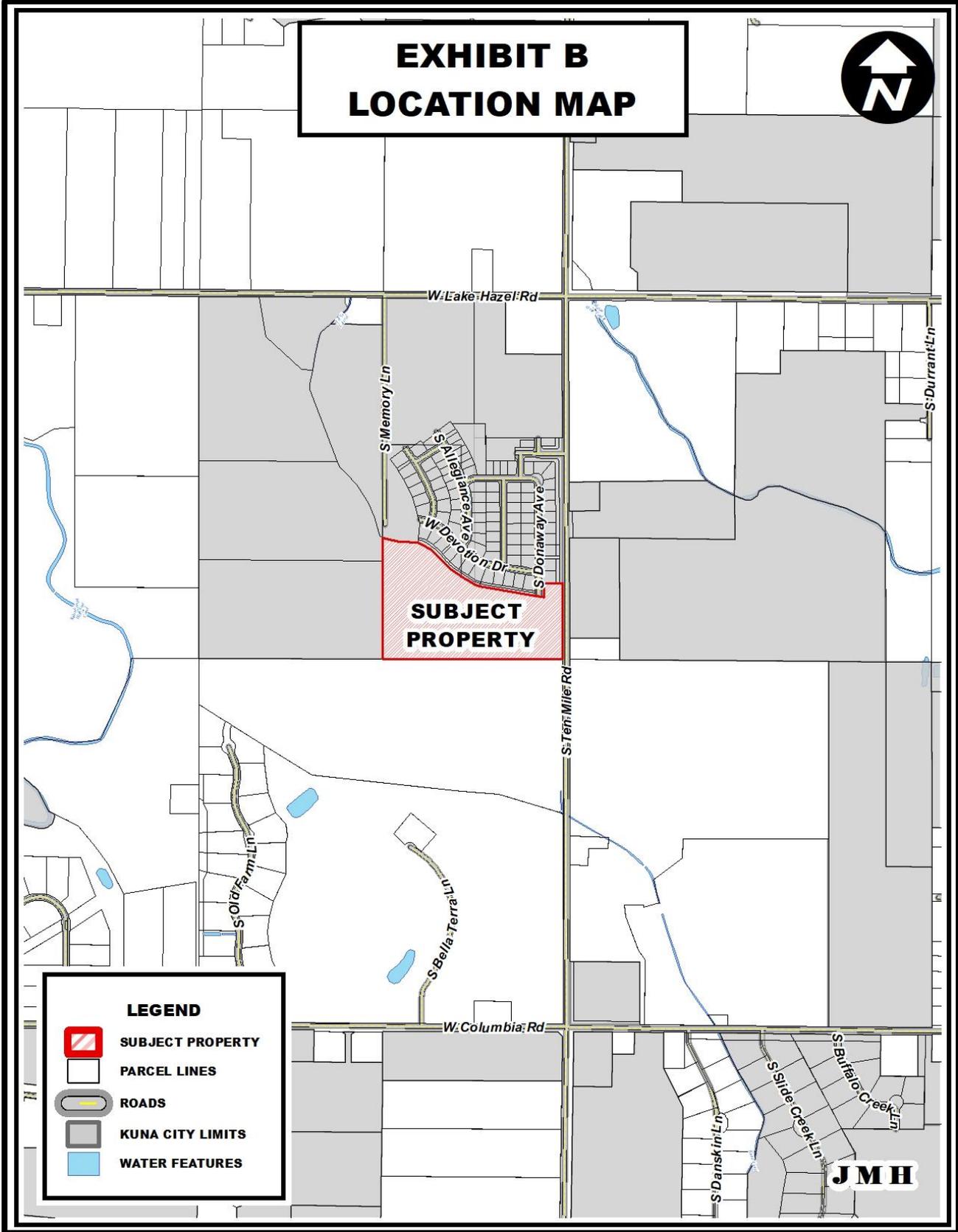
North 56°45' West, along the centerline of the Harris Canal, 222.0 feet; thence

North 44°06' West, along the centerline of the Harris Canal, 256.8 feet; thence

North 84°26' West, along the centerline of the Harris Canal, 314.0 feet to the intersection of the West line of the Southeast quarter of the Northeast quarter of the aforementioned Section 3; thence

South 0°06' West, 880.0 feet to the South line of the aforementioned Southeast quarter; thence

North 89°52' East, 1324.0 feet to the Point of Beginning.



(Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2019-30
GO FOR IT, LLC, SELECT DEVELOPMENT, LLC, SANDSTONE FARMS, LLC,
JANE C. GOLDEN ANNEXATION
MUNICIPAL ANNEXATION**

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NOS. S1418233650 & S1418234000 OWNED BY GO FOR IT, LLC, PARCEL NOS. R7534260350 & R7534260218 OWNED BY SELECT DEVELOPMENT, LLC, PARCEL NO. R7534260155 OWNED BY JANE C. GOLDEN, AND PARCEL NO. R7534260400 OWNED BY SANDSTONE FARMS, LLC, SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA INTO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to annex into and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

WHEREAS, the owner of the parcel of real property situated in the unincorporated area of Ada County and as more particularly described in Section 2 of this ordinance, has requested, in writing, annexation of said real property to the City of Kuna; and

WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on July 9, 2019 as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on July 23, 2019) where it was recommended to the Mayor and Council that the annexation and zoning request be approved with zoning classifications of R-4 and C-1; and

WHEREAS, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on August 20, 2019 on the proposed annexation and zoning for the real property described in Section 2 below, as required by Section 67-6525, Idaho Code, made findings (approved on September 3, 2019 where it determined that the requested annexation should be granted with zoning classifications of R-4 and C-1; and

WHEREAS, the zoning classifications of R-4 and C-1 are appropriate to meet the requirements of the Kuna City Code and should be granted.

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

Section 1: The Kuna City Council hereby finds and declares that the real property described below is contiguous to the City, that said property can be reasonably assumed to be used for the orderly development of the City, and that the owner of said property has requested, in writing, annexation thereof to the City.

Section 2: The real property, all situated in Ada County, Idaho, adjacent and contiguous to the City, commonly known as Parcel Nos. **S1418233650, S1418234000 R7534260350, R7534260218, R7534260155, R7534260400** and more particularly described in “Exhibit A” – Legal Descriptions and “Exhibit B” – Location Map, attached hereto and incorporated herein by reference, is annexed to and incorporated in the incorporated territorial limits of the City of Kuna, Idaho.

Section 3: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory described above shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 4: The zoning land use classifications of the land described in Section 2 above is hereby established as R-4 and C-1, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the R-4 and C-1 zoning land use classifications.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 6: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 3rd day of September, 2019.

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A

GO FOR IT, LLC, SELECT DEVELOPMENT, LLC, SANDSTONE FARMS, LLC, JANE C. GOLDEN MUNICIPAL ANNEXATION

Legal Descriptions

Sandstone Farms, LLC

Lot 1, Block 2 of Rodeo Subdivision, according to the official plat thereof, filed in Book 72 of Plats at Page(s) 7413 through 7414, records of Ada County, Idaho.

Go For It, LLC

A parcel of land lying in the Northwest quarter of Section 18, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of Section 18, Township 2 North, Range 1 East, Boise Meridian; thence South $00^{\circ}15'24''$ West 2,649.50 feet to the Southwest corner of Government Lot 2 (the West quarter corner) of Section 18; thence South $89^{\circ}41'42''$ East 60.00 feet along the South line of Government Lot 2 to a point on the Easterly right-of-way line of State Highway 69; thence North $00^{\circ}15'24''$ East 527.18 feet along said Easterly right-of-way line to the Real Point of Beginning of this description; thence North $00^{\circ}15'24''$ East 797.57 feet along said Easterly right-of-way line to a point on the North line of Government Lot 2; thence South $89^{\circ}41'47''$ East 2,499.46 feet to the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 18; thence South $00^{\circ}10'25''$ West 1,323.90 feet to the Southeast corner of the Southeast quarter of the Northwest quarter (center quarter corner) of said Section 18; thence North $89^{\circ}44'04''$ West 1,315.76 feet along the South line of the Southeast quarter of the Northwest quarter to a point on the centerline of a concrete irrigation ditch; thence North $21^{\circ}05'16''$ West 35.20 feet along said centerline to a point; thence North $28^{\circ}21'40''$ West 102.73 feet along said centerline to a point; thence North $25^{\circ}53'44''$ West 450.56 feet along said centerline to a point; thence North $89^{\circ}41'42''$ West 925.01 feet to the Real Point of Beginning.

Jane C. Golden

PARCEL I:

LOT 1 IN BLOCK 1 OF RODEO SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 72 OF PLATS AT PAGES 7413 AND 7414, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

PARCEL II:

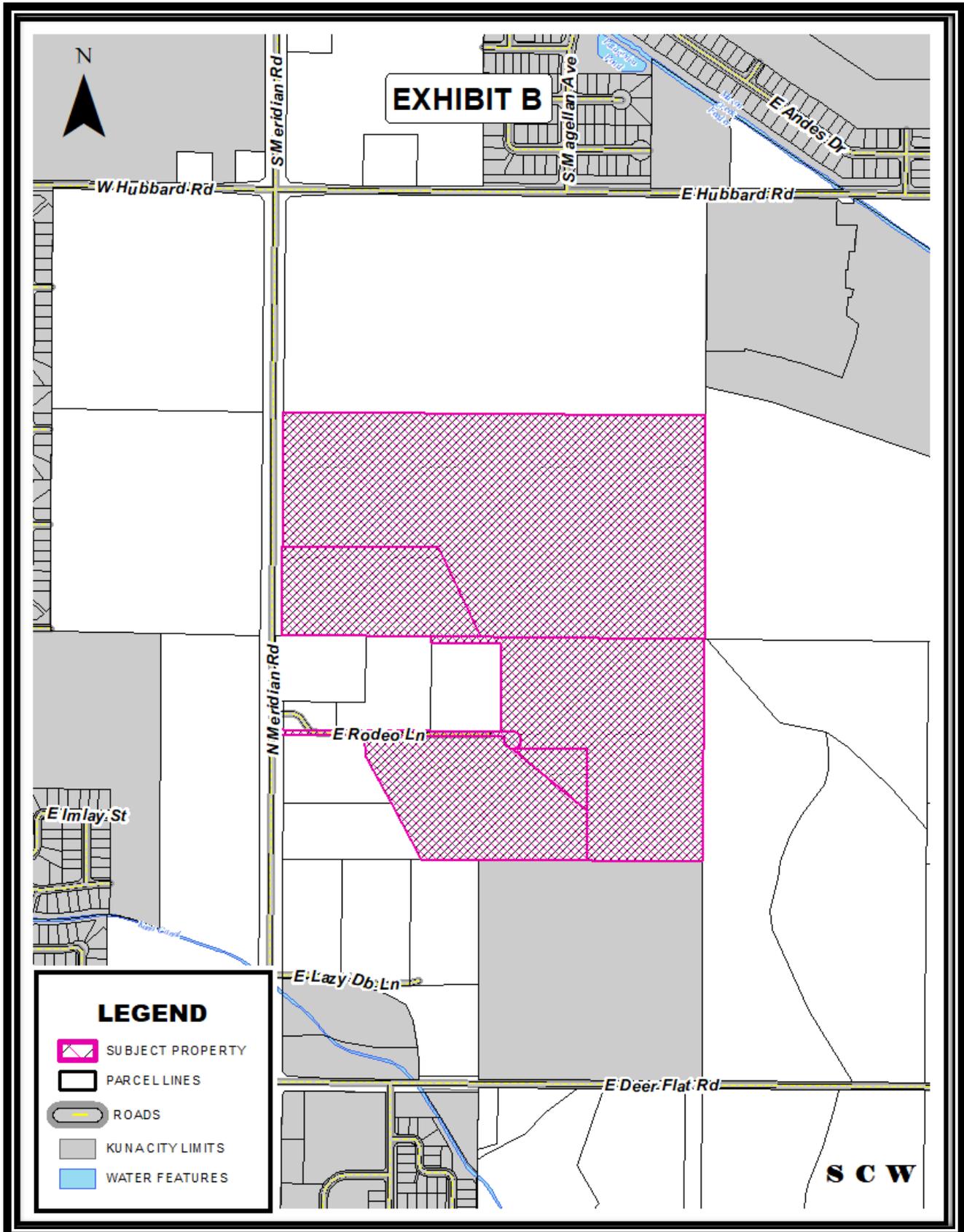
A TRACT OF LAND BEING A PORTION OF LOT 2 AND A PORTION OF LOT 3 IN BLOCK 1 OF RODEO SUBDIVISION, A RECORDED SUBDIVISION OF ADA COUNTY, INSTRUMENT NO. 96080431, RECORDS OF ADA COUNTY, SITUATED IN THE NORTH-HALF OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR WITH CAP MONUMENTING THE SOUTHWEST CORNER OF SAID LOT 2, SAID SOUTHWEST CORNER BEING THE POINT OF BEGINNING, THENCE ALONG THE WESTERLY LINE OF SAID LOT 2
N 00°01'11" E, A DISTANCE OF 731.21 FEET TO A FOUND 1/2" REBAR WITH CAP MONUMENTING THE NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2
S 89°41'42" E, A DISTANCE OF 132.36 FEET TO A FOUND 1/2" REBAR WITH CAP; THENCE CONTINUING ALONG SAID NORTHERLY LINE AND ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, A DISTANCE OF 31.42 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A LONG CHORD WHICH BEARS S 44°41'42" E, A DISTANCE OF 28.28 FEET TO A FOUND 1/2" REBAR WITH CAP; THENCE CONTINUING ALONG SAID NORTHERLY LINE AND ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, A DISTANCE OF 78.54 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°00'00", A LONG CHORD WHICH BEARS S 44°41'42" E, A DISTANCE OF 70.71 FEET TO A FOUND 1/2" REBAR WITH CAP; THENCE LEAVING SAID NORTHERLY LINE
S 50°10'48" E, A DISTANCE OF 576.20 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 2, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID LOT 3; THENCE LEAVING SAID WESTERLY LINE AND SAID EASTERLY LINE
S 50°10'48" E, A DISTANCE OF 32.93 FEET TO A POINT; THENCE
S 00°01'11" W, A DISTANCE OF 272.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 3; THENCE ALONG SAID SOUTHERLY LINE
N 89°50'01" W, A DISTANCE OF 25.30 FEET TO A FOUND 1/2" REBAR WITH CAP, MONUMENTING THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 2
N 89°50'01" W, A DISTANCE OF 644.70 FEET TO THE POINT OF BEGINNING.

Select Development & Contracting, LLC

A TRACT OF LAND BEING A PORTION OF LOT 2 AND A PORTION OF LOT 3 IN BLOCK 1 OF RODEO SUBDIVISION, A RECORDED SUBDIVISION OF ADA COUNTY, INSTRUMENT NO. 96080431, RECORDS OF ADA COUNTY, SITUATED IN THE NORTH-HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA

A PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF THE SOUTHWEST QUARTER, OF SECTION 18, AND LOT 3 IN BLOCK 1 OF RODEO SUBDIVISION, AS SHOWN ON FILE IN BOOK 72 OF PLATS AT PAGE 7413 RECORDS OF ADA COUNTY, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS



(Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2019-32
NSDF, LLC PROPERTY
MUNICIPAL REZONING**

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL AND THE CITY OF KUNA;

- **MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND**
- **REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR’S PARCEL NO. S1323212410 OWNED BY NSDF, LLC SITUATED WITHIN THE COPORATE LIMITS OF THE CITY OF KUNA, IDAHO; AND**
- **RESPECTIVELY ESTABLISHING C-1 ZONING DISTRICT CLASSIFICATION OF SAID REAL PROPERTY; AND**
- **AMENDING THE OFFICIAL ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

Section 1: The City Council finds:

- 1.1 WHEREAS,** City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized under the provisions of 67-6511, Idaho Code, to establish within its jurisdiction one or more zones or zoning districts where appropriate which zoning districts are established in Kuna City Code § 5-2-2; and
- 1.2 WHEREAS,** the NSDF, LLC (the “Owners”) is the owner of the certain real property which has been designated by the Ada County Assessor’s office: as Parcel No. **S1323212410** and which is more particularly described in “Exhibit A” – Legal Description and “Exhibit B” – Location Map, attached to this Ordinance and incorporated herein by reference (the “Subject Real Property”) and has requested that the Subject Real Property be rezoned from the City’s **R-6 MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT TO C-1 NEIGHBORHOOD COMMERCIAL ZONING DISTRICT (the “Rezone”)**; and
- 1.3 WHEREAS,** the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on March 13, and March 27, 2018, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on April 10,

2018) where it was recommended to the Mayor and Council that the Owner's Rezone request; and

- 1.4 **WHEREAS**, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on June 19, 2018, on the Rezone, as required by Section 67-6525, Idaho Code, and in accordance with the provisions of Kuna City Code Section 5-1A-7 made findings (approved on July 3, 2018) and determined that the requested rezone should be granted with a zoning classification C-1; and
- 1.5 **WHEREAS**, it is necessary that the City Council adopt this Ordinance, as required by Section 67-6511 (2) Idaho Code and Kuna City Code § 5-1A-7 G, to complete the process of implementing the decision of the Kuna City Council to Rezone the Subject Real Property.

Section 2: Action:

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

- 2.1 The Subject Real Property is rezoned from **R-6 MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT TO C-1 NEIGHBORHOOD COMMERCIAL ZONING DISTRICT (the "Rezone")**
- 2.2 The Zoning Map of the City of Kuna is hereby amended to comply with this Rezone.

Section 3: Directing the City Engineer and City Clerk:

- 3.1 The City Engineer is directed to change the zoning district depictions of the Subject Real Property on the Zoning Map of the City in accordance with this Rezone ordinance; and
- 3.2 The City Clerk is directed to file, this Ordinance in the official records of the City and to provide a conformed copy to the City Engineer, Planning and Zoning Director and Owner.

Section 4: Effective Date

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

DATED this 3rd day of September, 2019.

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A**NSDF, LLC PROPERTY
MUNICIPAL REZONE****PARCEL NO. S1323212410 Legal Description**

The following describes a Parcel of Land being a portion of the NE 1/4 NW1/4 of Section 23, Township 2 North, Range 1 West, Boise Meridian, Ada Canyon County Idaho, and more particularly described as follows:

COMMENCING at a found Brass Cap Marking the Northeast Corner of the NE 1/4 NW 1/4 (North 1/4 Corner) of said Section 23; From which, the Center 1/4 Corner of said Section 23 bears, South 00°02'52" West, a distance of 2636.10 feet which is being Monumented with a found Brass Cap;

Thence along the Northerly Boundary Line of the NE 1/4 NW1/4 of said Section 23, North 89°54'27" West, a distance of 46.97 feet to a point;

Thence leaving said Northerly Boundary Line, South 00°05'33" West, a distance of 45.00 feet to a point on the Southerly Right of Way Line of West Deer Flat Road, the **POINT OF BEGINNING**;

Thence along said Southerly Right of Way Line, South 44°55'50" East, a distance of 24.05 feet to a point on the Westerly Right of Way Line of North School Avenue;

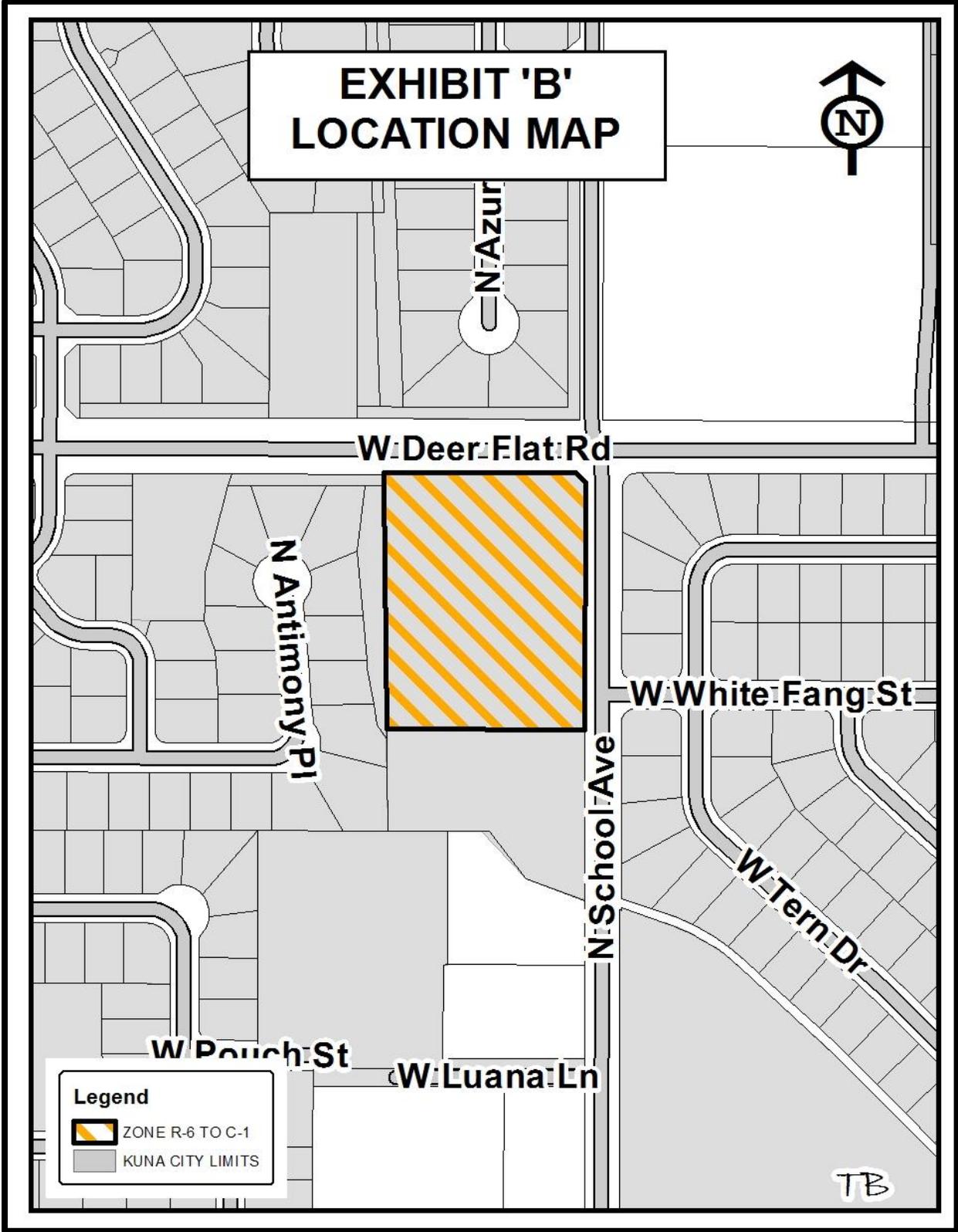
Thence leaving said Southerly Right of Way Line, and along the Westerly Right of Way Line of North School Avenue, South 00°02'52" West, a distance of 423.00 feet to a point;

Thence leaving said Westerly Right of Way Line, North 89°54'43" West, a distance of 339.88 feet to a point;

Thence, North 00°11'27" West, a distance of 440.03 feet to a point on the Southerly Right of Way Line of West Deer Flat Road;

Thence along the Southerly Right of Way Line of West Deer Flat Road, South 89°54'27" East, a distance of 324.71 feet to the **POINT OF BEGINNING**;

The above Described Parcel of Land contains 3.44 Acres, more or less.



(Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2019-33
KUNA SCHOOL DISTRICT NO. 3
MUNICIPAL REZONING**

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL AND THE CITY OF KUNA;

- **MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND**
- **REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR’S PARCEL NO. S1301336320 OWNED BY KUNA SCHOOL DISTRICT NO. 3, SITUATED WITHIN THE COPORATE LIMITS OF THE CITY OF KUNA, IDAHO; AND**
- **RESPECTIVELY ESTABLISHING PUBLIC ZONING DISTRICT CLASSIFICATION OF SAID REAL PROPERTY; AND**
- **AMENDING THE OFFICIAL ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

Section 1: The City Council finds:

- 1.1 WHEREAS,** City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized under the provisions of 67-6511, Idaho Code, to establish within its jurisdiction one or more zones or zoning districts where appropriate which zoning districts are established in Kuna City Code § 5-2-2; and
- 1.2 WHEREAS,** the KUNA SCHOOL DISTRICT NO. (the “Owners”) is the owner of the certain real property which has been designated by the Ada County Assessor’s office: as Parcel No. **S1301336320** and which is more particularly described in “Exhibit A” – Legal Description and “Exhibit B” – Location Map, attached to this Ordinance and incorporated herein by reference (the “Subject Real Property”) and has requested that the Subject Real Property be rezoned from the City’s **AG. - AGRICULTURE ZONING DISTRICT TO P – PUBLIC ZONING DISTRICT (the “Rezone”)**; and
- 1.3 WHEREAS,** the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on November 13, 2018, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on December 11, 2018)

where it was recommended to the Mayor and Council that the Owner's Rezone request; and

- 1.4** **WHEREAS**, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on January 2, 2019, on the Rezone, as required by Section 67-6525, Idaho Code, and in accordance with the provisions of Kuna City Code Section 5-1A-7 made findings (approved on February 5, 2019) and determined that the requested rezone should be granted with a zoning classification P (Public); and
- 1.5** **WHEREAS**, it is necessary that the City Council adopt this Ordinance, as required by Section 67-6511 (2) Idaho Code and Kuna City Code § 5-1A-7 G, to complete the process of implementing the decision of the Kuna City Council to Rezone the Subject Real Property.

Section 2: Action:

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

- 2.1** The Subject Real Property is rezoned from **AG. - AGRICULTURE ZONING DISTRICT TO P – PUBLIC ZONING DISTRICT (the “Rezone”)**;
- 2.2** The Zoning Map of the City of Kuna is hereby amended to comply with this Rezone.

Section 3: Directing the City Engineer and City Clerk:

- 3.1** The City Engineer is directed to change the zoning district depictions of the Subject Real Property on the Zoning Map of the City in accordance with this Rezone ordinance; and
- 3.2** The City Clerk is directed to file, this Ordinance in the official records of the City and to provide a conformed copy to the City Engineer, Planning and Zoning Director and Owner.

Section 4: Effective Date

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

DATED this 20th day of August, 2019.

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A

**KUNA SCHOOL DISTRICT NO. 3
MUNICIPAL REZONE
Legal Description**

A parcel of land located in the W1/2 of Section 1, T.2N., R.1W., B.M., Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the SW corner of said Section 1 from which the W1/4 corner of said Section 1 bears North 00°27'05" East, 2669.26 feet;

thence along the South boundary line of said Section 1 South 89°32'42" East, 800.00 feet to the **REAL POINT OF BEGINNING**;

thence leaving said South boundary line North 00°27'18" East, 200.00 feet;

thence North 89°32'42" West, 559.84 feet;

thence North 00°27'12" East, 1105.82 feet;

thence North 89°32'42" West, 240.21 feet to a point on the West boundary line of said Section 1;

thence along said West boundary line North 00°27'05" East, 1,363.44 feet to the W1/4 corner of said Section 1;

thence continuing along said West boundary line North 00°27'02" East, 3.47 feet;

thence leaving said West boundary line South 89°32'58" East, 30.00 feet to a point on the East right-of-way line of S. Linder Road;

thence along said East right-of-way line North 00°27'02" East, 222.73 feet to a point on the centerline of the Mason Creek Feeder Canal;

thence along said centerline the following 13 courses and distances:

thence South 39°34'33" East, 79.37 feet;

thence South 46°10'44" East, 235.17 feet;

thence South 47°25'55" East, 231.99 feet;

thence South 44°48'15" East, 151.99 feet;

thence South 49°17'03" East, 221.73 feet;

thence South 47°03'31" East, 292.85 feet;

thence South 47°29'04" East, 288.73 feet;

thence 51.55 feet along the arc of a curve to the right, said curve having a radius of 1,100.00 feet, a central angle of 02°41'06" and a long chord of 51.54 feet which bears South 46°08'31" East;

thence South 44°47'58" East, 234.52 feet;

thence 108.16 feet along the arc of a curve to the left, said curve having a radius of 1,100.00 feet, a central angle of 05°38'01" and a long chord of 108.11 feet which bears South 47°36'58" East;

thence South 50°25'59" East, 87.82 feet;

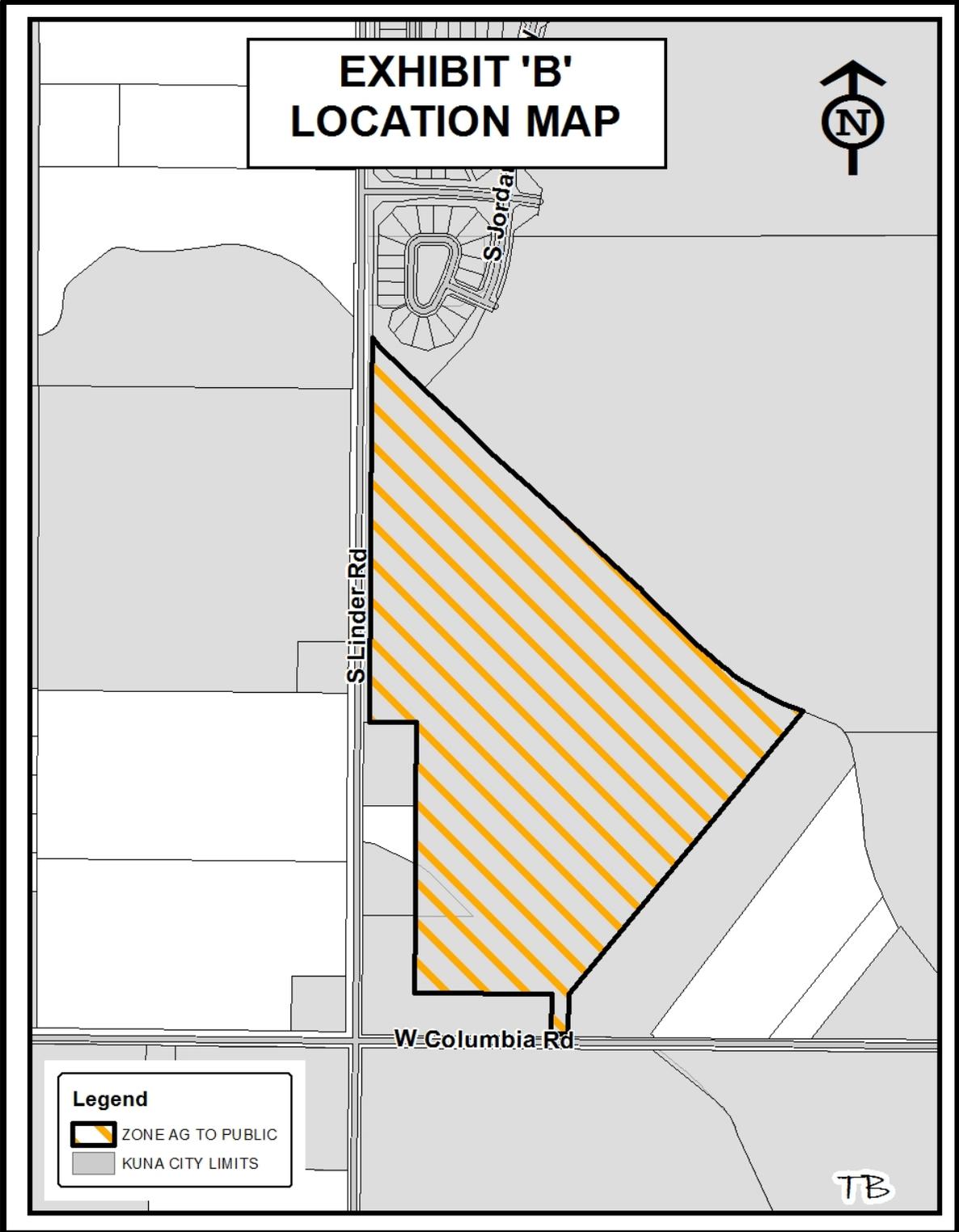
thence 339.78 feet along the arc of a curve to the left, said curve having a radius of 1,082.00 feet, a central angle of 17°59'34" and a long chord of 338.39 feet which bears South 59°25'46" East;

thence South 68°25'33" East, 43.77 feet;

thence leaving said centerline South 39°38'24" West, 1,499.69 feet;

thence South 00°27'18" West, 200.00 feet to a point on the South boundary line of said Section 1;

thence along said South boundary line North 89°32'42" West, 70.00 feet to the **REAL POINT OF BEGINNING**. Containing 60.00 acres, more or less.



(Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2019-34
SSM2 COMPANY
MUNICIPAL ANNEXATION AND ZONING ORDINANCE**

**A MUNICIPAL ANNEXATION AND ZONING ORDINANCE OF THE CITY COUNCIL
AND THE CITY OF KUNA;**

- **MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND**
- **ANNEXING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. S1325438500 OWNED BY SSM2 COMPANY SITUATED WITHIN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND**
- **RESPECTIVELY ESTABLISHING R-6 ZONING DISTRICT CLASSIFICATION OF SAID REAL PROPERTY; AND**
- **AMENDING THE OFFICIAL ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS AND DECLARATIONS OF ITS AUTHORITY, HISTORY AND PROCESS OF THIS IDAHO CODE SECTION 50-222 (3) (a) CATEGORY "A" ANNEXATION AND ZONING ORDINANCE as follows:

1. The City of Kuna, Idaho is a municipal corporation organized and existing under the laws of the state of Idaho (the "City") and is authorized to annex into and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

2. SSM2 COMPANY (the "Owners") is the owner Ada County Assessor's Parcel No. S1325438500 [legally described in Exhibit A attached hereto and by this reference herein incorporated] (the "Real Property").

3. The Real Property is situated in the unincorporated area of Ada County; and

4. The Owner has filed with the City the following written requests and applications:

- Annexation of Parcel No. S1325438500 with an R-6 zoning district classification; and

5. The Planning and Zoning Commission of the City (the “Commission”), pursuant to public notice as required by law, held a public hearing on December 11, 2018 as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on January 8, 2019 recommending to the Mayor and the City Council of the City (the ”Council”) that the Owners’ annexation and zoning applications for parcel No. S1325438500 be approved with a zoning district classification of R-6; and

6. The Council, pursuant to public notice as required by law, held a public hearing on February 19, 2019 on the Owner’s applications and requests for the Real Property annexation and zoning, as required by Section 67-6525, Idaho Code, and made findings (approved on March 19, 2019) wherein the City Council determined that the Owners’ written request and applications for annexation of parcel No. S1325438500 should be granted with an R-6 zoning district classification.

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

Section 1: The Council hereby finds and declares that the Real Property described below is contiguous to the City, that said Real Property can reasonably be assumed to be a part of the orderly development of the City, and that the Owner of said Real Property has requested and made application, in writing, for the annexation thereof to the City.

Section 2: The Real Property, is situated within Ada County, Idaho and is adjacent and contiguous to the City, is designated by the Ada County Assessor’s Office as Parcel No. S1325438500; and is more particularly and legally described in “Exhibit A” and is depicted in “Exhibit B” – Location Map, attached hereto and incorporated herein by reference; and

Section 3: The Real Property, designated by Ada County Assessor’s Office as Parcel No. S1325438500 [more particularly and legally described in “Exhibit A”], is annexed to and incorporated within the incorporated territorial limits of the City of Kuna, Idaho.

Section 4: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory of the Real Property shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 5: The zoning district classification of the Real Property, described in Section 3 above, is established as R-6 in accordance with the Zoning Ordinance of the City; and

Section 6: The Official Zoning Map of the City (the “Zoning Map”) is hereby amended and the City Engineer is directed to include on the Zoning Map the Real Property described in Section 3 and designate said Real Property with an R-6 zoning district classification; and

Section 7: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise,

Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal descriptions of the real Property annexed by this Ordinance.

Section 8: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 3rd day of September, 2019.

CITY OF KUNA

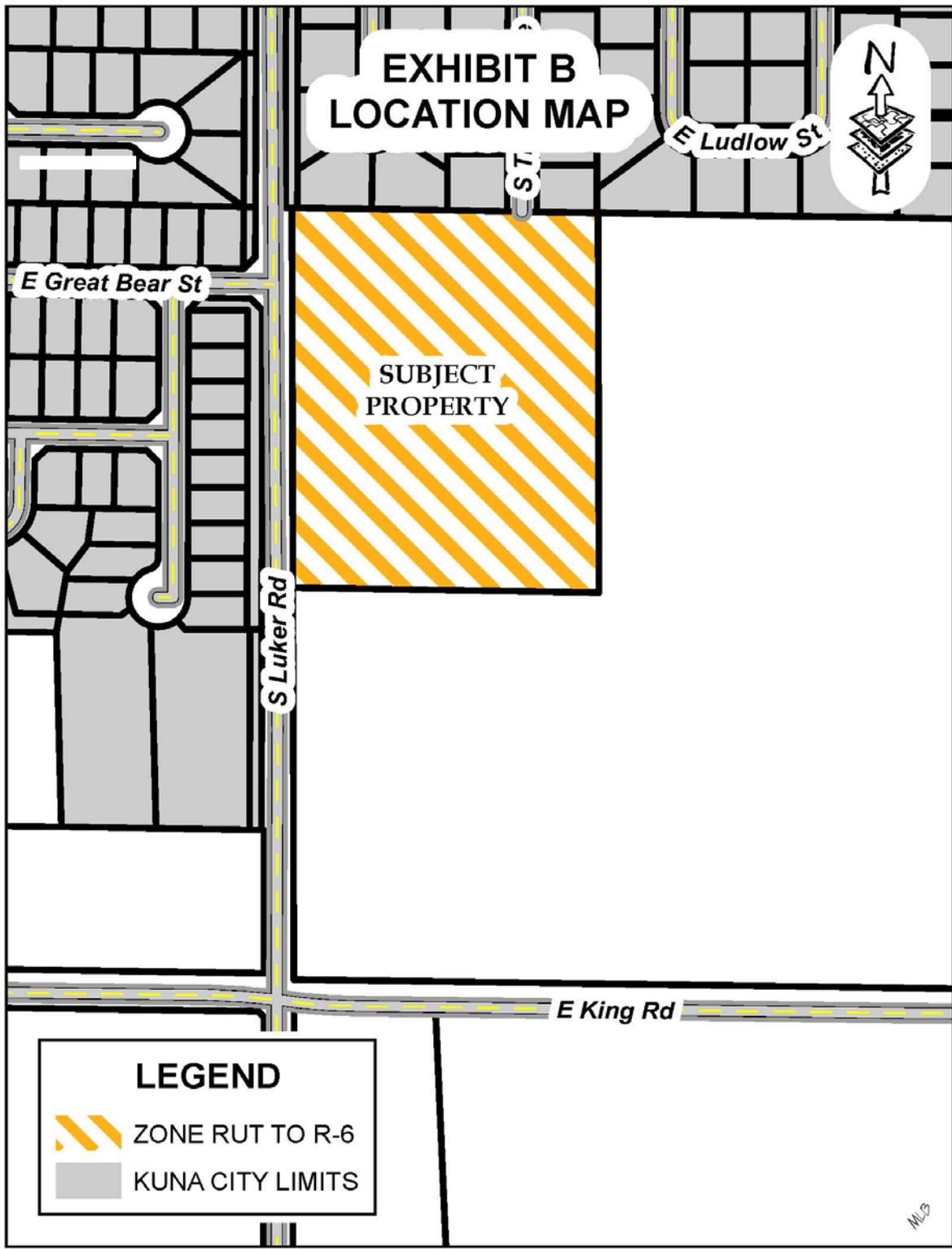
Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A**SSM2 COMPANY
MUNICIPAL ANNEXATION**

BEGINNING AT THE NORTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4
OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA
COUNTY, IDAHO AND BEARING
EAST 542 FEET, ALONG THE NORTH BOUNDARY OF THE AFORESAID
SW 1/4 OF THE SE 1/4; THENCE
SOUTH 643 FEET; THENCE
WEST 542 FEET TO THE WEST BOUNDARY OF THE AFORESAID SW 1/4
OF THE SE 1/4; THENCE
NORTH 643 FEET, ALONG THE WEST BOUNDARY OF THE AFORESAID
SW 1/4 OF THE SE 1/4 TO THE POINT OF BEGINNING.



(Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2019-35
COTTONWOOD CROSSING FARM, LLC
MUNICIPAL ANNEXATION AND ZONING ORDINANCE**

**A MUNICIPAL ANNEXATION AND ZONING ORDINANCE OF THE CITY COUNCIL
AND THE CITY OF KUNA;**

- **MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND**
- **ANNEXING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. R4313530015 OWNED BY COTTONWOOD CROSSING FARM, LLC SITUATED WITHIN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND**
- **RESPECTIVELY ESTABLISHING R-2 ZONING DISTRICT CLASSIFICATION OF SAID REAL PROPERTY; AND**
- **AMENDING THE OFFICIAL ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS AND DECLARATIONS OF ITS AUTHORITY, HISTORY AND PROCESS OF THIS IDAHO CODE SECTION 50-222 (3) (a) CATEGORY "A" ANNEXATION AND ZONING ORDINANCE as follows:

1. The City of Kuna, Idaho is a municipal corporation organized and existing under the laws of the state of Idaho (the "City") and is authorized to annex into and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

2. COTTONWOOD CROSSING FARM, LLC (the "Owners") is the owner Ada County Assessor's Parcel No. R4313530015 [legally described in Exhibit A attached hereto and by this reference herein incorporated] (the "Real Property").

3. The Real Property is situated in the unincorporated area of Ada County; and

4. The Owner has filed with the City the following written requests and applications:

- Annexation of Parcel No. R4313530015 with an R-2 zoning district classification; and

5. The Planning and Zoning Commission of the City (the “Commission”), pursuant to public notice as required by law, held a public hearing on April 23, 2019 as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on June 11, 2019, recommending to the Mayor and the City Council of the City (the ”Council”) that the Owners’ annexation and zoning applications for parcel No. R4313530015 be approved with a zoning district classification of R-2; and

6. The Council, pursuant to public notice as required by law, held a public hearing on July 2, 2019 on the Owner’s applications and requests for the Real Property annexation and zoning, as required by Section 67-6525, Idaho Code, and made findings (approved on August 6, 2019) wherein the City Council determined that the Owners’ written request and applications for annexation of parcel No. R4313530015 should be granted with an R-2 zoning district classification.

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

Section 1: The Council hereby finds and declares that the Real Property described below is contiguous to the City, that said Real Property can reasonably be assumed to be a part of the orderly development of the City, and that the Owner of said Real Property has requested and made application, in writing, for the annexation thereof to the City.

Section 2: The Real Property, is situated within Ada County, Idaho and is adjacent and contiguous to the City, is designated by the Ada County Assessor’s Office as Parcel No. R4313530015; and is more particularly and legally described in “Exhibit A” and is depicted in “Exhibit B” – Location Map, attached hereto and incorporated herein by reference; and

Section 3: The Real Property, designated by Ada County Assessor’s Office as Parcel No. R4313530015 [more particularly and legally described in “Exhibit A”], is annexed to and incorporated within the incorporated territorial limits of the City of Kuna, Idaho.

Section 4: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory of the Real Property shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 5: The zoning district classification of the Real Property, described in Section 3 above, is established as R-2 in accordance with the Zoning Ordinance of the City; and

Section 6: The Official Zoning Map of the City (the “Zoning Map”) is hereby amended and the City Engineer is directed to include on the Zoning Map the Real Property described in Section 3 and designate said Real Property with an R-2 zoning district classification; and

Section 7: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor,

Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal descriptions of the real Property annexed by this Ordinance.

Section 8: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 3rd day of September, 2019.

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A**COTTONWODD CROSSING FARM, LLC
MUNICIPAL ANNEXATION**

A portion of Lot 1, Block 1, of the Ironhorse Subdivision located in the southeast $\frac{1}{4}$ of Section 3, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho as recorded in the Ada County records on Book 91, pages 10651 through 10655, except those portions of Lot 1, Block 1 altered and/or adjusted through Instrument #11468.

