

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, October 15, 2019

6:00 P.M. REGULAR CITY COUNCIL

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

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

A. City Council Meeting Minutes

- 1. Regular City Council Minutes, October 1, 2019**

B. Accounts Payable Dated October 10, 2019 in the Amount \$648,129.53

C. Resolutions

- 1. Consideration to approve Resolution No. R74-2019**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “ANIMAL WELFARE AND ENFORCEMENT AGREEMENT” WITH THE IDAHO HUMANE SOCIETY TO PROVIDE ANIMAL CONTROL SERVICES WITHIN THE CITY OF KUNA, IDAHO FOR THE 2020 FISCAL YEAR, OCTOBER 1, 2019 TO SEPTEMBER 30, 2020, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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. R75-2019

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 BILTMORE COMPANY, LLC.

3. Consideration to approve Resolution No. R76-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE COOPERATIVE AGREEMENT BETWEEN VALLEY REGIONAL TRANSIT AND CITY OF KUNA FOR ANNUAL ASSESSMENT; AUTHORIZING THE CITY TREASURER TO PAY THE ANNUAL ASSESSMENT IN THE AMOUNT OF NINE THOUSAND EIGHT HUNDRED NINETEEN DOLLARS AND ZERO CENTS (\$9,819.00); AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

4. Consideration to approve Resolution No. R77-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY SELECT MANAGEMENT & CONTRACTING, LLC, FOR THE LUGARNO TERRA SUBDIVISION FOR UNCOMPLETED WORK INCLUDING LANDSCAPING, FENCING, AND STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

D. Final Plats

1. Consideration to approve Case No. 19-06-FP (Final Plat) for Lete Commercial Sub.
2. Consideration to approve Case No. 19-12-FP (Final Plat) for Ashton Estates No. 3.
3. Consideration to approve Case No. 19-13-FP (Final Plat) for Silver Trail No. 4
4. Consideration to approve Case No. 19-14-FP (Final Plat) for Winfield Springs No. 4

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 19-04-ZC (Rezone) for The Kuna Rural Fire District – Jace Hellman, Planner II ACTION ITEM

The Kuna Rural Fire District requests to rezone approximately 1.63 acres from an “A” (Agriculture) zoning district classification to a “P” (Public) zoning district classification. The subject site is located at the southwest corner (SWC) of S. Cloverdale Road and E. Kuna Road, Kuna, ID 83634 (APN: S1428111010).

- *Open Public Hearing*
- *Receive evidence*
- *Consideration to close evidence presentation and proceed to deliberation*

Potential Motions:

- *Consideration to either:*
 - Option 1: Approve or Deny 19-04-ZC (Rezone) and the Findings of Fact, Conclusions of Law and Order of Decision as presented in the packet and Close the Public Hearing.*
 - Option 2: Continue the Public Hearing to a time and date certain, direct staff to prepare a draft Findings of Fact, Conclusions of Law and Order of Decision for consideration by the Council.*

B. Public Hearing and Consideration to approve 19-03-ZC (Rezone) and 19-05-S (Subdivision) for Athleta Subdivision – Troy Behunin, Planner III ACTION ITEM

Applicant requests to rezone approximately 4.11 acres in Kuna City from C-1 (Neighborhood Commercial) to R-20, (High Density Residential [HDR]) zone; and to subdivide the approx. 4.11 acres into 63 total lots (Home lots & Common lots) and have reserved the name Athleta Subdivision. A Design Review application for the common areas & buffer landscaping proceeded this application (19-05-DR). The site is near the northwest Corner of Ten Mile Rd. and Crenshaw Street, Kuna, Idaho; In Section 15, T 2N, R 1W, APN #: S1315449223.

- *Open Public Hearing*
- *Receive evidence*
- *Consideration to close evidence presentation and proceed to deliberation*

Potential Motions:

- *Consideration to either:*
 - Option 1: Approve or Deny 19-03-ZC (Rezone) and 19-05-S (Subdivision) and the Findings of Fact, Conclusions of Law and Order of Decision as presented in the packet and Close the Public Hearing.*
 - Option 2: Continue the Public Hearing to a time and date certain, direct staff to prepare a draft Findings of Fact, Conclusions of Law and Order of Decision for consideration by the Council.*

7. *Business Items:*

- A. Request for \$30,000 from Contingency for Collaboration with the Kuna School District on Tennis/Pickle Ball Court Parking and Drinking Fountain – Bobby Withrow, Parks Director **ACTION ITEM**
- B. Consideration to approve Resolution No. R78-2019 – Bob Bachman, Public Works Director **ACTION ITEM**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO SETTING FORTH FEES, ASSESSMENTS AND POLICIES FOR THE KUNA MUNICIPAL IRRIGATION SYSTEM FOR THE 2020 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ASSESSMENT BOOK FOR THE 2020 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ESTIMATE OF EXPENSES FOR THE 2020 IRRIGATION SEASON; SETTING THE TIME AND PLACE FOR THE MEETING OF THE BOARD OF CORRECTION FOR 2020 ASSESSMENTS; SETTING FEES FOR CONNECTING TO SAID IRRIGATION SYSTEM; SETTING UNIFORM METHOD OF ALLOCATING ASSESSMENTS FOR THE 2020 IRRIGATION SEASON; ESTABLISHING BILLING POLICIES; SETTING CUSTOMER SERVICE CHARGES; SETTING SYSTEM POLICIES; REPEALING EXISTING FEES AND POLICIES AS PREVIOUSLY SET BY RESOLUTION, AND SETTING AN EFFECTIVE DATE.

8. *Ordinances:*

- A. Consideration to approve Ordinance No. 2019-29A **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

B. Consideration to approve Ordinance No. 2019-38 ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING KUNA CITY CODE TITLE 2 – BOARDS AND COMMISSIONS:

- ADDITION OF A NEW CHAPTER 4 TO TITLE 2 KUNA CITY CODE ESTABLISHING THE KUNA ARTS COMMISSION; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve ordinance

Consideration to approve summary publication

C. Consideration to approve Ordinance No. 2019-39 ACTION ITEM

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 CHALLENGER DEVELOPMENT INC.; 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 NAMPA & MERIDIAN IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve ordinance

D. Consideration to approve Ordinance No. 2019-40 ACTION ITEM

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 SELECT DEVELOPMENT & CONTRACTING 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 BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve ordinance

E. Consideration to approve Ordinance No. 2019-41 ACTION ITEM

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 KUNA EAST 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 BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve ordinance

9. Mayor/Council Announcements:

10. Executive Session:

A. Convene to Executive Session pursuant to:

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

- (e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations
- (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

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, October 1, 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 - Absent
 Council Member Greg McPherson

CITY STAFF PRESENT:

Bob Bachman, Public Works Director
 Jared Empey, City Treasurer
 Chris Engels, City Clerk
 Bill Gigray, City Attorney
 Lisa Holland, Economic Development Director
 Wendy Howell, Planning & Zoning Director
 Nancy Stauffer, Human Resources Director
 Bobby Withrow, Parks Director

2. *Invocation: None*

3. *Pledge of Allegiance: Mayor Stear*

4. **Consent Agenda:** ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS *(Timestamp 00:00:46)*

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.

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A. City Council Meeting Minutes

I. Regular City Council Minutes, September 17, 2019

B. Accounts Payable Dated September 26, 2019 in the Amount \$274,439.15

C. Resolutions

1. Consideration to approve Resolution No. R72-2019

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY PATAGONIA DEVELOPMENT, LLC, FOR THE PATAGONIA SUBDIVISION NO. 4 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING AND STREET LIGHTING PURSUANT TO THE TERMS OF THIS RESOLUTION.

2. Consideration to approve Resolution No. R73-2019

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE "PROFESSIONAL SERVICES AGREEMENT" WITH JUB ENGINEERING, INC. FOR 4TH STREET REVITALIZATION CONCEPT PLANNING; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

D. Final Plats

1. Consideration to approve Case No. 19-10-FP (Final Plat) for Patagonia No. 4.

2. Consideration to approve Case No. 19-11-FP (Final Plat) for Patagonia No. 5.

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, Buban-Vonder Haar, and McPherson

Voting No: None

Absent: Council Member Christensen

Motion carried: 3-0-1

5. Community Reports or Requests:

None

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

None

7. Business Items:

None

8. Ordinances:

None

9. Mayor/Council Announcements:

(Timestamp 00:01:56)

Mayor Stear reminded Council the joint meeting with the Board of County Commissioners would be Thursday, October 3, 2019, at 3:30 PM.

Council President Buban-Vonder Haar reminded Council about the Ada County meeting on Wednesday, October 16, 2019 and a candidate forum on Thursday, October 17, 2019.

Council discussed who would be attending the Ada County meeting and transportation.

10. Executive Session:

None

11. Adjournment: 6:05 P.M.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

*Minutes prepared by Jessica Reid, Customer Service Representative
Date Approved: CCM 10.15.2019*

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
				08/19/19-09/15/19, SEP. '19	09/18/2019	160.00	.00	01-6212_RENT-EQUIPMENT	1004	10/19		
Total 114-9141771:						160.00	.00					
1463	A COMPANY, INC.	114-9141773		ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL, ADA412, WEEKLY SERVICE, SEGO PRAIRIE/NICHOLSON PARK/POND, 08/19/19-09/15/19, SEP. '19	09/18/2019	202.36	.00	01-6212_RENT-EQUIPMENT	1004	10/19		
Total 114-9141773:						202.36	.00					
1463	A COMPANY, INC.	114-9141776		STANDARD RESTROOM RENTAL, ADA397, BI-WEEKLY SERVICE, WINCHESTER PARK SUTTERS MILL, 08/19/19-09/15/19, SEP. '19	09/18/2019	160.00	.00	01-6212_RENT-EQUIPMENT	1004	10/19		
Total 114-9141776:						160.00	.00					
1463	A COMPANY, INC.	114-9173168		ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL, WEEKLY SERVICE, BUTLER PARK, 09/20/19-10/17/19, SEP. '19	09/24/2019	195.92	.00	01-6212_RENT-EQUIPMENT	1004	10/19		
Total 114-9173168:						195.92	.00					
Total A COMPANY, INC.:						1,509.70	.00					
ACEM												
839	ACEM	60120.00		1ST QUARTER MEMBERSHIP CONTRIBUTION DUES, FY 2020, OCT. '19	10/01/2019	1,883.50	1,883.50	01-6075_DUES & MEMBERSHIPS	0	10/19	10/04/2019	
Total 60120.00:						1,883.50	1,883.50					

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 ACEM:						1,883.50	1,883.50					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	09302019ACH		<u>ACHD IMPACT FEE, SEPT.'19</u>	09/30/2019	132,139.00	132,139.00	01-2510 ACHD IMPACT FEE TRANSFER	0	10/19	10/07/2019	
Total 09302019ACHDI:						132,139.00	132,139.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						132,139.00	132,139.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15602		<u>SHOP RENT FOR OCTOBER 2019 - PARKS</u>	09/17/2019	148.50	.00	01-6211 RENT-BUILDINGS & LAND	1004	10/19		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15602		<u>SHOP RENT FOR OCTOBER 2019 - WATER</u>	09/17/2019	126.00	.00	20-6211 RENT-BUILDINGS & LAND	0	10/19		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15602		<u>SHOP RENT FOR OCTOBER 2019 - SEWER</u>	09/17/2019	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	10/19		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15602		<u>SHOP RENT FOR OCTOBER 2019 - P.I</u>	09/17/2019	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	10/19		
Total 15602:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	8555		<u>KUNA PATROL CONTRACT, SHERIFF SERVICES FOR OCTOBER 2019</u>	10/04/2019	208,449.52	.00	01-6000 LAW ENFORCEMENT SERVICES	0	10/19		
Total 8555:						208,449.52	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						208,449.52	.00					
ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	000010231001		<u>INTERNET SERVICE AT PARKS HOUSE OFFICE FOR 10/1/2019-10/31/2019, OCT. '19</u>	10/01/2019	164.75	.00	01-6290 UTILITIES	1004	10/19		

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
Total 0000102310012019:						164.75	.00					
Total ADVANCED COMMUNICATIONS, INC.:						164.75	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	66498		MONTHLY BACTERIA SAMPLES, DBP WATER SAMPLES, SEP. '19	09/30/2019	3,762.00	.00	21-6150 M & R - SYSTEM	0	10/19		
Total 66498:						3,762.00	.00					
1	ANALYTICAL LABORATORIES	66499		LAB TESTS, SEP. '19	09/30/2019	2,779.46	.00	21-6152 M & R - LABORATORY COSTS	0	10/19		
Total 66499:						2,779.46	.00					
Total ANALYTICAL LABORATORIES:						6,541.46	.00					
BARRY RENTAL INC												
1899	BARRY RENTAL INC	375943	9121	LEVER AND KNOB FOR STAND BEHIND BOB CAT "DINGO" MINI SKID STEER, WATER, S. HOWELL, OCT. '19	10/02/2019	65.46	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	10/19		
Total 375943:						65.46	.00					
Total BARRY RENTAL INC:						65.46	.00					
BIG SKY RENTALS LLC												
1846	BIG SKY RENTALS LLC	7137	8988	6.5 GALLONS OF PROPANE, FORKLIFT, M. NADEAU, SEP. '19 - WATER	09/03/2019	8.16	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	10/19		
1846	BIG SKY RENTALS LLC	7137	8988	6.5 GALLONS OF PROPANE, FORKLIFT, M. NADEAU, SEP. '19 - SEWER	09/03/2019	8.17	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/19		
1846	BIG SKY RENTALS LLC	7137	8988	6.5 GALLONS OF PROPANE, FORKLIFT, M. NADEAU, SEP. '19 - P.I.	09/03/2019	3.11	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/19		

City of Kuna

Payment Approval Report - City Council Approval

Page: 5

Report dates: 9/27/2019-10/10/2019

Oct 10, 2019 02:53PM

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 7137:						19.44	.00					
Total BIG SKY RENTALS LLC:						19.44	.00					
BOISE METRO CHAMBER OF COMMERCE												
71	BOISE METRO CHAMBER OF COMMERCE	5792916		<u>GOVERNMENT AGENCY MEMBERSHIP DUES FOR L.HOLLAND, 10/1/19-9/30/20 - ECONOMIC DEVELOPMENT</u>	08/27/2019	450.00	.00	<u>01-6075_DUES & MEMBERSHIPS</u>	4000	10/19		
Total 5792916:						450.00	.00					
Total BOISE METRO CHAMBER OF COMMERCE:						450.00	.00					
BUYWYZ LLC												
1795	BUYWYZ LLC	143846	9088	<u>5 SETS OF PLASTIC INSERTABLE DIVIDERS, 5 BOXES OF BINDER CLIPS, PARKS, SEP. '19</u>	09/25/2019	23.75	.00	<u>01-6165_OFFICE SUPPLIES</u>	1004	10/19		
1795	BUYWYZ LLC	143846	9088	<u>HAND SANITIZER, CITY HALL, SEP. '19 - ADMIN</u>	09/25/2019	6.59	.00	<u>01-6165_OFFICE SUPPLIES</u>	0	10/19		
1795	BUYWYZ LLC	143846	9088	<u>PAPER TOWELS FOR THE SENIOR CENTER, SEP. '19</u>	09/25/2019	56.13	.00	<u>01-6025 JANITORIAL</u>	1001	10/19		
1795	BUYWYZ LLC	143846	9088	<u>DOUBLE SIDED TAPE, BANKERS BOXES, VOICE MESSAGE LOG BOOK, CLERKS, SEP. '19 - ADMIN</u>	09/25/2019	109.25	.00	<u>01-6165_OFFICE SUPPLIES</u>	0	10/19		
1795	BUYWYZ LLC	143846	9088	<u>RED PENS, COMPACT DESK CALANDER, DAILY APPOINTMENT BOOK, DESK CALANDER, PLANT, SEP. '19 - WATER</u>	09/25/2019	27.19	.00	<u>20-6165_OFFICE SUPPLIES</u>	0	10/19		
1795	BUYWYZ LLC	143846	9088	<u>HAND SANITIZER, CITY HALL, SEP. '19 - WATER</u>	09/25/2019	6.12	.00	<u>20-6165_OFFICE SUPPLIES</u>	0	10/19		
1795	BUYWYZ LLC	143846	9088	<u>HAND SANITIZER, CITY HALL, SEP. '19 - SEWER</u>	09/25/2019	6.12	.00	<u>21-6165_OFFICE SUPPLIES</u>	0	10/19		

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
				SCOTCH TAPE, CITY HALL, OCT. '19 - ADMIN	10/03/2019	71.12	.00	01-6165 OFFICE SUPPLIES	0	10/19		
1795	BUYWYZ LLC	144156	9122	DESK ORGANIZER FOR P. STEVENS, OCT. '19 - ADMIN	10/03/2019	15.23	.00	01-6165 OFFICE SUPPLIES	0	10/19		
1795	BUYWYZ LLC	144156	9122	DESK ORGANIZER FOR P. STEVENS, OCT. '19 - WATER	10/03/2019	21.07	.00	20-6165 OFFICE SUPPLIES	0	10/19		
1795	BUYWYZ LLC	144156	9122	DESK ORGANIZER FOR P. STEVENS, OCT. '19 - SEWER	10/03/2019	21.07	.00	21-6165 OFFICE SUPPLIES	0	10/19		
1795	BUYWYZ LLC	144156	9122	DESK ORGANIZER FOR P. STEVENS, OCT. '19 - P.I.	10/03/2019	3.53	.00	25-6165 OFFICE SUPPLIES	0	10/19		
1795	BUYWYZ LLC	144156	9122	LEGAL PADS,10-KEY DESK CALCULATOR, 4 STAPLERS, WHITE PRINTER PAPER, CANDY FOR CUSTOMERS, SCOTCH TAPE, CITY HALL, OCT. '19 - WATER	10/03/2019	66.04	.00	20-6165 OFFICE SUPPLIES	0	10/19		
1795	BUYWYZ LLC	144156	9122	LEGAL PADS,10-KEY DESK CALCULATOR, 4 STAPLERS, WHITE PRINTER PAPER, CANDY FOR CUSTOMERS, SCOTCH TAPE, CITY HALL, OCT. '19 - SEWER	10/03/2019	66.04	.00	21-6165 OFFICE SUPPLIES	0	10/19		
1795	BUYWYZ LLC	144156	9122	LEGAL PADS,10-KEY DESK CALCULATOR, 4 STAPLERS, WHITE PRINTER PAPER, CANDY FOR CUSTOMERS, SCOTCH TAPE, CITY HALL, OCT. '19 - P.I.	10/03/2019	25.40	.00	25-6165 OFFICE SUPPLIES	0	10/19		
1795	BUYWYZ LLC	144156	9122	LEGAL PADS,10-KEY DESK CALCULATOR, 4 STAPLERS, WHITE PRINTER PAPER, CANDY FOR CUSTOMERS, SCOTCH TAPE, CITY HALL, OCT. '19 - P&Z	10/03/2019	25.40	.00	01-6165 OFFICE SUPPLIES	1003	10/19		
Total 144156:						1,104.03	.00					
Total BUYWYZ LLC:						1,388.39	.00					

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CASELLE INC												
1239	CASELLE INC	97918		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 11/1-11/30/19 - ADMIN</u>	10/01/2019	606.80	.00	<u>01-6052 CONTRACT SERVICES</u>	0	10/19		
1239	CASELLE INC	97918		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 11/1-30/19 - WATER</u>	10/01/2019	434.60	.00	<u>20-6052 CONTRACT SERVICES</u>	0	10/19		
1239	CASELLE INC	97918		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 11/1-30/19 - SEWER</u>	10/01/2019	434.60	.00	<u>21-6052 CONTRACT SERVICES</u>	0	10/19		
1239	CASELLE INC	97918		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 11/1-30/19 - P.I</u>	10/01/2019	164.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	10/19		
Total 97918:						1,640.00	.00					
Total CASELLE INC:						1,640.00	.00					
CENTURYLINK												
62	CENTURYLINK	208922113658		<u>DEDICATED LANDLINE SCADA, 9/25/2019-10/24/2019, OCT. '19 - WATER</u>	09/25/2019	21.32	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	10/19		
62	CENTURYLINK	208922113658		<u>DEDICATED LANDLINE SCADA, 9/25/2019-10/24/2019, OCT. '19 - SEWER</u>	09/25/2019	21.32	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	10/19		
62	CENTURYLINK	208922113658		<u>DEDICATED LANDLINE SCADA, 9/25/2019-10/24/2019, OCT. '19 - P.I.</u>	09/25/2019	8.12	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	10/19		
Total 208922113658B92519:						50.76	.00					
62	CENTURYLINK	208922211037		<u>PARKS OFFICE INTERNET SERVICE, 9/25/2019-10/24/2019, OCT. '19</u>	09/25/2019	103.98	.00	<u>01-6255 TELEPHONE</u>	1004	10/19		
Total 2089222110376B92519:						103.98	.00					

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Total CENTURYLINK:						154.74	.00					
CHARLES E. DAVIDSON												
1718	CHARLES E. DAVIDSON	056028	9135	<u>1 PAIR OUTDOOR BIBS, 1 EA HIGH VISIBILITY COAT AND SWEATSHIRT, M.SMITH, OCT.'19 - WATER</u>	10/05/2019	247.98	.00	<u>20-6285 UNIFORMS EXPENSE</u>	0	10/19		
1718	CHARLES E. DAVIDSON	056028	9135	<u>1 PAIR OUTDOOR BIBS, 1 EA HIGH VISIBILITY COAT AND SWEATSHIRT, M.SMITH, OCT.'19 - P.I</u>	10/05/2019	61.99	.00	<u>25-6285 UNIFORMS EXPENSE</u>	0	10/19		
Total 056028:						309.97	.00					
Total CHARLES E. DAVIDSON:						309.97	.00					
CITIBANK, N.A.												
1874	CITIBANK, N.A.	200125724	9085	<u>GAS CAP FOR PORTABLE TRANSFER PUMP, SEWER, B. GILLOGLY, SEP. '19</u>	09/25/2019	34.99	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/19		
Total 200125724:						34.99	.00					
Total CITIBANK, N.A.:						34.99	.00					
COMPASS												
4	COMPASS	220011		<u>1ST QTR MEMBERSHIP DUES, FY 2020, OCT. '19</u>	10/01/2019	2,516.50	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	0	10/19		
Total 220011:						2,516.50	.00					
Total COMPASS:						2,516.50	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	L237524	9070	<u>3" HYDRANT METER, CONTRACTORS, M. NADEAU, SEP. '19 - WATER</u>	09/23/2019	614.46	.00	<u>20-6150 M & R - SYSTEM</u>	0	10/19		
63	CORE & MAIN LP	L237524	9070	<u>3" HYDRANT METER, CONTRACTORS, M. NADEAU, SEP. '19 - SEWER</u>	09/23/2019	614.46	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/19		

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63	CORE & MAIN LP	L237524	9070	<u>3" HYDRANT METER, CONTRACTORS, M. NADEAU, SEP. '19 - P.I.</u>	09/23/2019	234.08	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	10/19		
Total L237524:						1,463.00	.00					
63	CORE & MAIN LP	L294682	9110	<u>2 CONCRETE MANHOLE RINGS, 2 EA 24" MANHOLE LIDS, 2 EA MANHOLE RINGS, B. BURR, OCT. '19</u>	10/02/2019	824.20	.00	<u>20-6150 M & R - SYSTEM</u>	0	10/19		
Total L294682:						824.20	.00					
Total CORE & MAIN LP:						2,287.20	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	8228	9054	<u>RELOCATION OF OUTLETS AT BERNIE FISHER PARK, J. MORFIN, SEP. '19</u>	09/26/2019	2,700.00	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/19		
Total 8228:						2,700.00	.00					
147	CUSTOM ELECTRIC, INC.	8232	9109	<u>INSTALLED CONDUIT, WIRE, AND TERMINATIONS TO POWERUP PARK OUTLETS, J. MORFIN, SEP. '19</u>	10/01/2019	412.85	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/19		
Total 8232:						412.85	.00					
Total CUSTOM ELECTRIC, INC.:						3,112.85	.00					
D & B SUPPLY												
75	D & B SUPPLY	194844001		<u>3 EA 100CT 8" ZIP TIES, 3 BAGS OF T-POST CAPS, 3 CANS OF RED SPRAY PAINT, 3 EA GOPHER TRAPS, M. MEADE, SEP. '19</u>	09/26/2019	90.48	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/19		

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Total 194844001:						90.48	.00					
75	D & B SUPPLY	384394001	9104	<u>2 EA RAIN JACKETS, 2 EA RAIN BIBS, FOR R. HERRERA AND T. SHAFFER, M. NADEAU, SEP. '19</u>	09/30/2019	147.96	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	10/19		
75	D & B SUPPLY	384394001	9104	<u>WINTER COVERALLS FOR R. HERRERA, M. NADEAU, SEP. '19</u>	09/30/2019	119.99	.00	21-6285 UNIFORMS EXPENSE	0	10/19		
Total 384394001:						267.95	.00					
Total D & B SUPPLY:						358.43	.00					
DIGLINE												
25	DIGLINE	0061335-IN		<u>DIG FEES, SEP. '19 - WATER</u>	09/30/2019	294.70	.00	20-6065 DIG LINE EXPENSE	0	10/19		
25	DIGLINE	0061335-IN		<u>DIG FEES, SEP. '19 - SEWER</u>	09/30/2019	294.71	.00	21-6065 DIG LINE EXPENSE	0	10/19		
25	DIGLINE	0061335-IN		<u>DIG FEES, SEP. '19 - P.I.</u>	09/30/2019	112.27	.00	25-6065 DIG LINE EXPENSE	0	10/19		
Total 0061335-IN:						701.68	.00					
Total DIGLINE:						701.68	.00					
DMH ENTERPRISES												
1745	DMH ENTERPRISES	09302019DMH		<u>PLUMBING PERMITS, SEPT. '19</u>	09/30/2019	12,007.85	12,007.85	01-6202 PROFESSIONAL SERVICES	1003	10/19	10/07/2019	
Total 09302019DMH:						12,007.85	12,007.85					
Total DMH ENTERPRISES:						12,007.85	12,007.85					
ED STAUB & SONS PETROLEUM, INC												
1731	ED STAUB & SONS PETROLEUM, INC	884429		<u>PROPANE FOR FLEET SHOP, SEP. '19 - ADMIN</u>	09/24/2019	94.25	.00	01-6290 UTILITIES	0	10/19		

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1731	ED STAUB & SONS PETROLEUM, INC	884429		<u>PROPANE FOR FLEET SHOP, SEP. '19 - WATER</u>	09/24/2019	37.70	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	10/19		
1731	ED STAUB & SONS PETROLEUM, INC	884429		<u>PROPANE FOR FLEET SHOP, SEP. '19 - SEWER</u>	09/24/2019	37.70	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	10/19		
1731	ED STAUB & SONS PETROLEUM, INC	884429		<u>PROPANE FOR FLEET SHOP, SEP. '19 - P.I.</u>	09/24/2019	18.85	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	10/19		
Total 884429:						188.50	.00					
Total ED STAUB & SONS PETROLEUM, INC:						188.50	.00					
ELECTRICAL CONTROLS & INSTRUMENTATION												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	09302019ECI		<u>ELECTRICAL PERMITS, SEPT.'19</u>	09/30/2019	11,527.94	11,527.94	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	10/19	10/07/2019	
Total 09302019ECI:						11,527.94	11,527.94					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						11,527.94	11,527.94					
EVER-FRESH CARPET CLEANING												
1730	EVER-FRESH CARPET CLEANING	1952		<u>CARPET CLEANING AT WASTEWATER TREATMENT PLANT, SEP. '19 - WATER</u>	10/07/2019	83.16	.00	<u>20-6025 JANITORIAL</u>	0	10/19		
1730	EVER-FRESH CARPET CLEANING	1952		<u>CARPET CLEANING AT WASTEWATER TREATMENT PLANT, SEP. '19 - SEWER</u>	10/07/2019	83.16	.00	<u>21-6025 JANITORIAL</u>	0	10/19		
1730	EVER-FRESH CARPET CLEANING	1952		<u>CARPET CLEANING AT WASTEWATER TREATMENT PLANT, SEP. '19 - P.I.</u>	10/07/2019	31.68	.00	<u>25-6025 JANITORIAL</u>	0	10/19		
Total 1952:						198.00	.00					
1730	EVER-FRESH CARPET CLEANING	1954		<u>CARPET CLEANING AT CITY HALL, OCT. '19 - ADMIN</u>	10/07/2019	136.80	.00	<u>01-6025 JANITORIAL</u>	0	10/19		
1730	EVER-FRESH CARPET CLEANING	1954		<u>CARPET CLEANING AT CITY HALL, OCT. '19 - WATER</u>	10/07/2019	93.60	.00	<u>20-6025 JANITORIAL</u>	0	10/19		

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1730	EVER-FRESH CARPET CLEANING	1954		<u>CARPET CLEANING AT CITY HALL, OCT. '19 - SEWER</u>	10/07/2019	93.60	.00	21-6025 <u>JANITORIAL</u>	0	10/19		
1730	EVER-FRESH CARPET CLEANING	1954		<u>CARPET CLEANING AT CITY HALL, OCT. '19 - P.I.</u>	10/07/2019	36.00	.00	25-6025 <u>JANITORIAL</u>	0	10/19		
Total 1954:						360.00	.00					
Total EVER-FRESH CARPET CLEANING:						558.00	.00					
FATBEAM LLC												
1831	FATBEAM LLC	10106		<u>MONTHLY RECURRING CHARGE FOR CONNECT INTERNET SERVICE 100MB OCTOBER 2019 - ADMIN</u>	10/01/2019	95.00	.00	01-6052 <u>CONTRACT SERVICES</u>	0	10/19		
1831	FATBEAM LLC	10106		<u>MONTHLY RECURRING CHARGE FOR CONNECT INTERNET SERVICE 100MB OCTOBER 2019 - WATER</u>	10/01/2019	65.00	.00	20-6052 <u>CONTRACT SERVICES</u>	0	10/19		
1831	FATBEAM LLC	10106		<u>MONTHLY RECURRING CHARGE FOR CONNECT INTERNET SERVICE 100MB OCTOBER 2019 - SEWER</u>	10/01/2019	65.00	.00	21-6052 <u>CONTRACT SERVICES</u>	0	10/19		
1831	FATBEAM LLC	10106		<u>MONTHLY RECURRING CHARGE FOR CONNECT INTERNET SERVICE 100MB OCTOBER 2019 - P.I.</u>	10/01/2019	25.00	.00	25-6052 <u>CONTRACT SERVICES</u>	0	10/19		
Total 10106:						250.00	.00					
Total FATBEAM LLC:						250.00	.00					
G & R AG PRODUCTS, INC.												
376	G & R AG PRODUCTS, INC.	1240574-0001-	9092	<u>VIBRATION ISOLATOR MOUNTS FOR PARKS WATER TRAILER, S. HOWELL, SEP. '19</u>	09/26/2019	66.40	.00	01-6142 MAINT. & <u>REPAIR - EQUIPMENT</u>	1004	10/19		
Total 1240574-0001-01:						66.40	.00					

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376	G & R AG PRODUCTS, INC.	1240709-01	9123	<u>DIAPHRAGM KIT FOR REBUILD OF PUMP ON PRESSURE WASHER TRAILER, PARKS, B. GILLOGLY, OCT. '19</u>	10/02/2019	51.54	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	10/19		
Total 1240709-01:						51.54	.00					
Total G & R AG PRODUCTS, INC.:						117.94	.00					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	C484996		<u>CREDIT MEMO FOR INVOICE #. I5289890, EXCHANGED FOR LIKE MATERIAL, PARKS, SEP. '19</u>	09/30/2019	-51.50	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/19		
Total C484996:						-51.50	.00					
1552	H.D. FOWLER COMPANY	I5281158		<u>20 EA RPS75I KRAIN ROTOR SPRINKLERS, 3 EA 6" OUTSIDE GRIPPER WING NUT PLUG, PARKS, SEP. '19</u>	09/18/2019	336.70	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/19		
Total I5281158:						336.70	.00					
1552	H.D. FOWLER COMPANY	I5289890		<u>25 EA 1"X1/2" SNAPTAP SADDLE WITH 90 ELBOW PART, IRRIGATION STOCK FOR PARKS, SEP. '19</u>	09/26/2019	51.50	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/19		
Total I5289890:						51.50	.00					
1552	H.D. FOWLER COMPANY	I5289903		<u>10 EA 1-1/2" X 3/4" FIPT KWIK TAP 10/BAG DAWN, IRRIGATION STOCK FOR PARKS, SEP. '19</u>	09/26/2019	47.70	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/19		
Total I5289903:						47.70	.00					
Total H.D. FOWLER COMPANY:						384.40	.00					

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HARBOR FREIGHT TOOLS												
1312	HARBOR FREIGHT TOOLS	897184		<u>BRUSH SET, GRINDER BRUSH, 15 CABLE TIES, 2 EA ELECTRICAL TAPE, HARD CAP KNEE PADS, T. SHAFFER, SEP. '19</u>	09/27/2019	27.19	.00	<u>21-6175 SMALL TOOLS</u>	0	10/19		
Total 897184:						27.19	.00					
Total HARBOR FREIGHT TOOLS:						27.19	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	10092019IP		<u>ELECTRICAL SERVICES FOR SEP 2019 - STREET LIGHTS</u>	10/09/2019	878.29	.00	<u>01-6290 UTILITIES</u>	1002	10/19		
Total 10092019IP:						878.29	.00					
Total IDAHO POWER CO:						878.29	.00					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	1183440	9058	<u>AD #: 1947174, LEGAL NOTICE, FILE # 19-04-ZC(REZONE), KUNA RURAL FIRE DISTRICT, CLOVERDALE FIRE STATION, J.HELLMAN, SEPT.'19</u>	09/25/2019	53.10	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	10/19		
1802	IDAHO PRESS TRIBUNE, LLC	1183440	9073	<u>AD #: 1948218, LEGAL NOTICE, KUNA CITY ORDINANCE NO. 2019-37 FALCON CREST LLC MUNICIPAL REZONING, A, WELKER, SEP. '19</u>	09/25/2019	268.13	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	10/19		
1802	IDAHO PRESS TRIBUNE, LLC	1183440	9069	<u>AD #: 1948211, LEGAL NOTICE, CASE #S: 19-03-ZC & 19-05-S, ATHLETA SUBDIVISION: A REZONE & PRE PLAT REQUEST, T. BEHUNIN, SEP '19</u>	09/25/2019	54.58	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	10/19		
1802	IDAHO PRESS TRIBUNE, LLC	1183440		<u>AD #: 1948243, KUNA CITY ORDINANCE NO. 2019-36, FALCON CREST LLC, FALCON CREST HOLDINGS, LLC, FAIRMONT TEMPLE LLC, MUNICIPAL ANNEXATION, A, WELKER, SEP. '19</u>	09/25/2019	793.38	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	10/19		

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Total 1183440:						1,169.19	.00					
Total IDAHO PRESS TRIBUNE, LLC:						1,169.19	.00					
IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	S0029861		<u>NEW EMPLOYEE FINGERPRINTS FOR C. MERRITT, SEP. '19 - ADMIN</u>	09/25/2019	2.50	.00	01-6202 PROFESSIONAL SERVICES	0	10/19		
1509	IDAHO STATE POLICE	S0029861		<u>NEW EMPLOYEE FINGERPRINTS FOR C. MERRITT, SEP. '19 - WATER</u>	09/25/2019	3.30	.00	20-6202 PROFESSIONAL SERVICES	0	10/19		
1509	IDAHO STATE POLICE	S0029861		<u>NEW EMPLOYEE FINGERPRINTS FOR C. MERRITT, SEP. '19 - SEWER</u>	09/25/2019	3.30	.00	21-6202 PROFESSIONAL SERVICES	0	10/19		
1509	IDAHO STATE POLICE	S0029861		<u>NEW EMPLOYEE FINGERPRINTS FOR C. MERRITT, SEP. '19 - P.I.</u>	09/25/2019	.90	.00	25-6202 PROFESSIONAL SERVICES	0	10/19		
Total S0029861:						10.00	.00					
Total IDAHO STATE POLICE:						10.00	.00					
INDUSTRIAL ASSET MANAGEMENT COUNCIL INC												
1980	INDUSTRIAL ASSET MANAGEMENT COUNCIL INC	153746		<u>FALL 2020 IAMC HOST COMMITTEE SPONSORSHIP, L.HOLLAND, OCT.'19</u>	10/04/2019	1,000.00	.00	01-6155 MEETINGS/COMMITTEES	4000	10/19		
Total 153746:						1,000.00	.00					
Total INDUSTRIAL ASSET MANAGEMENT COUNCIL INC:						1,000.00	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482135196911		<u>NATURAL GAS CONSUMPTION AT SENIOR CENTER, 9/11/2019-9/27/2019 - SENIOR CENTER</u>	09/30/2019	25.09	.00	01-6290 UTILITIES	1001	10/19		
Total 4821351969111992719:						25.09	.00					

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37	INTERMOUNTAIN GAS CO	482327707911		<u>NATURAL GAS CONSUMPTION AT PARKS ORCHARD OFFICE, 9/11/19-9/27/19 - PARKS</u>	09/30/2019	5.67	.00	<u>01-6290 UTILITIES</u>	1004	10/19		
Total 4823277079111992719:						5.67	.00					
37	INTERMOUNTAIN GAS CO	482634665911		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 9/11/2019-9/27/2019 - ADMIN</u>	09/30/2019	3.93	.00	<u>01-6290 UTILITIES</u>	0	10/19		
37	INTERMOUNTAIN GAS CO	482634665911		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 9/11/2019-9/27/2019 - WATER</u>	09/30/2019	3.64	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	10/19		
37	INTERMOUNTAIN GAS CO	482634665911		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 9/11/2019-9/27/2019 - SEWER</u>	09/30/2019	3.64	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	10/19		
37	INTERMOUNTAIN GAS CO	482634665911		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 9/11/2019-9/27/2019 - P.I.</u>	09/30/2019	1.40	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	10/19		
37	INTERMOUNTAIN GAS CO	482634665911		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 9/11/2019-9/27/2019 - P&Z</u>	09/30/2019	1.40	.00	<u>01-6290 UTILITIES</u>	1003	10/19		
Total 4826346659111992719:						14.01	.00					
Total INTERMOUNTAIN GAS CO:						44.77	.00					
INTERNATIONAL CODE COUNCIL												
764	INTERNATIONAL CODE COUNCIL	1001098725	9107	<u>2018 INTERNATIONAL FIRE CODE, 2 EA 2018 INTERNATIONAL ENERGY CONSERVATION CODE, 2 EA 2018 INTERNATIONAL EXISTING BUILDING CODE, 2 EA 2018 INTERNATIONAL FUEL GAS CODE, J.COULTER, SEPT.'19</u>	09/30/2019	473.32	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	10/19		
Total 1001098725:						473.32	.00					

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Total INTERNATIONAL CODE COUNCIL:						473.32	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	09162019JM-M		<u>AUG 2019 25 YD CONTINUOUS DUMPSTER RENTAL, DUMP CHARGE ON 9/9/19, SEP. '19 - PARKS</u>	09/16/2019	255.00	.00	<u>01-6212 RENT- EQUIPMENT</u>	1004	10/19		
230	J & M SANITATION, INC.	09162019JM-M		<u>AUG 2019 25 YD CONTINUOUS DUMPSTER RENTAL, DUMP CHARGE ON 9/9/19, SEP. '19 - WATER</u>	09/16/2019	102.00	.00	<u>20-6212 RENT - EQUIPMENT</u>	0	10/19		
230	J & M SANITATION, INC.	09162019JM-M		<u>AUG 2019 25 YD CONTINUOUS DUMPSTER RENTAL, DUMP CHARGE ON 9/9/19, SEP. '19 - SEWER</u>	09/16/2019	102.00	.00	<u>21-6212 RENT- EQUIPMENT</u>	0	10/19		
230	J & M SANITATION, INC.	09162019JM-M		<u>AUG 2019 25 YD CONTINUOUS DUMPSTER RENTAL, DUMP CHARGE ON 9/9/19, SEP. '19 - P.I.</u>	09/16/2019	51.00	.00	<u>25-6212 RENT - EQUIPMENT</u>	0	10/19		
Total 09162019JM-MY:						510.00	.00					
230	J & M SANITATION, INC.	09162019JM-S		<u>SLUDGE REPORT FOR SEPTEMBER 2019</u>	09/16/2019	2,880.00	.00	<u>21-6153 M & R - SLUDGE DISPOSAL</u>	0	10/19		
Total 09162019JM-SR:						2,880.00	.00					
230	J & M SANITATION, INC.	09202019-092		<u>SANITATION RECEIPT TRANSFER, 09/20/2019- 09/26/2019</u>	09/27/2019	15,645.99	15,645.99	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	9/19	09/27/2019	
230	J & M SANITATION, INC.	09202019-092		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 09/20/2019-09/26/2019</u>	09/27/2019	-1,545.82	-1,545.82	<u>01-4170 FRANCHISE FEES</u>	0	9/19	09/27/2019	
Total 09202019-09262019:						14,100.17	14,100.17					
230	J & M SANITATION, INC.	09272019-100		<u>SANITATION RECEIPT TRANSFER, 09/27/2019- 10/03/2019</u>	10/04/2019	25,726.07	25,726.07	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	10/19	10/04/2019	

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
				STREET REVITALIZATION CONCEPT PLANNING, SEP. '19	09/26/2019	19,000.00	19,000.00	40-6020 CAPITAL IMPROVEMENTS	1010	9/19	09/27/2019	
Total 0128583:						19,000.00	19,000.00					
Total J-U-B ENGINEERS, INC.:						30,243.62	19,000.00					
KUNA JT. SCHOOL DISTRICT NO. 3												
199	KUNA JT. SCHOOL DISTRICT NO. 3	777		FIBER OPTIC LEASE FOR SEPT 2019 - ADMIN	09/26/2019	84.00	84.00	01-6255 TELEPHONE	0	9/19	09/27/2019	
199	KUNA JT. SCHOOL DISTRICT NO. 3	777		FIBER OPTIC LEASE FOR SEPT 2019 - P & Z	09/26/2019	30.00	30.00	01-6255 TELEPHONE	1003	9/19	09/27/2019	
199	KUNA JT. SCHOOL DISTRICT NO. 3	777		FIBER OPTIC LEASE FOR SEPT 2019 - WATER	09/26/2019	78.00	78.00	20-6255 TELEPHONE EXPENSE	0	9/19	09/27/2019	
199	KUNA JT. SCHOOL DISTRICT NO. 3	777		FIBER OPTIC LEASE FOR SEPT 2019 - SEWER	09/26/2019	78.00	78.00	21-6255 TELEPHONE EXPENSE	0	9/19	09/27/2019	
199	KUNA JT. SCHOOL DISTRICT NO. 3	777		FIBER OPTIC LEASE FOR SEPT 2019 - P.I	09/26/2019	30.00	30.00	25-6255 TELEPHONE EXPENSE	0	9/19	09/27/2019	
Total 777:						300.00	300.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	300.00					
KUNA LUMBER												
499	KUNA LUMBER	A109332	8891	pitch fork for the farms, R. WARWICK, AUG. '19	08/08/2019	33.74	.00	21-6175 SMALL TOOLS	0	10/19		
Total A109332:						33.74	.00					
499	KUNA LUMBER	A109864	9111	2 EA 45" TUBE LIGHT FOR THE WASTEWATER TREATMENT PLANT, S. HOWELL, SEP. '19 - WATER	10/01/2019	7.55	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/19		

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499	KUNA LUMBER	A109864	9111	<u>2 EA 45" TUBE LIGHT FOR THE WASTEWATER TREATMENT PLANT, S. HOWELL, SEP. '19 - SEWER</u>	10/01/2019	7.55	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	10/19		
499	KUNA LUMBER	A109864	9111	<u>2 EA 45" TUBE LIGHT FOR THE WASTEWATER TREATMENT PLANT, S. HOWELL, SEP. '19 - P.I.</u>	10/01/2019	2.88	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	10/19		
499	KUNA LUMBER	A109864	9111	<u>3/4"X3" GALVENIZED NIPPLE FOR DROP TANK ON TRUCK 30, S. HOWELL, SEP. '19 - SEWER</u>	10/01/2019	2.96	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	10/19		
499	KUNA LUMBER	A109864	9111	<u>1/2" EMT CONNECTOR, OUTDOOR OUTLET BOX, 1/2" EMT COUPLING, OUTDOOR OUTLET BOX COVER, 1/2" BOX SPACER, 4 EA HEX SCREWS, MASONRY BIT, 1/2" EMT CONDUIT, FOR WELL HOUSE 5, S. HOWELL, SEP. '19</u>	10/01/2019	25.10	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	10/19		
499	KUNA LUMBER	A109864		<u>10 PC ARTIST BRUSH PACK, S. HOWELL, SEP. '19</u>	10/01/2019	1.35	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1001	10/19		
499	KUNA LUMBER	A109864		<u>2 EA PLUNGERS FOR CITY HALL BATHROOMS, S. HOWELL, SEP. '19 - ADMIN</u>	10/01/2019	2.42	.00	<u>01-6025 JANITORIAL</u>	0	10/19		
499	KUNA LUMBER	A109864		<u>2 EA PLUNGERS FOR CITY HALL BATHROOMS, S. HOWELL, SEP. '19 - WATER</u>	10/01/2019	2.24	.00	<u>20-6025 JANITORIAL</u>	0	10/19		
499	KUNA LUMBER	A109864		<u>2 EA PLUNGERS FOR CITY HALL BATHROOMS, S. HOWELL, SEP. '19 - SEWER</u>	10/01/2019	2.24	.00	<u>21-6025 JANITORIAL</u>	0	10/19		
499	KUNA LUMBER	A109864		<u>2 EA PLUNGERS FOR CITY HALL BATHROOMS, S. HOWELL, SEP. '19 - P.I.</u>	10/01/2019	.86	.00	<u>25-6025 JANITORIAL</u>	0	10/19		
499	KUNA LUMBER	A109864		<u>2" PVC PLUG FOR FLEET MAINTENANCE SHOP SUPPLY, S. HOWELL, SEP. '19</u>	10/01/2019	1.70	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	10/19		

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499	KUNA LUMBER	A109864		<u>2 EA PLUNGERS FOR CITY HALL BATHROOMS, S. HOWELL, SEP. '19 - P&Z</u>	10/01/2019	.86	.00	<u>01-6025 JANITORIAL</u>	1003	10/19		
Total A109864:						57.71	.00					
499	KUNA LUMBER	A109948	9013	<u>GRASS SEED 1115 N GUNNER ST, J. OSBORN, SEP. '19</u>	09/09/2019	7.46	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	10/19		
Total A109948:						7.46	.00					
499	KUNA LUMBER	A110306	9089	<u>2 EA ALUMINUM STEPSTOOLS FOR MEMORY RANCH & ORCHARD LIFT STATION, R. WARWICK, SEP. '19</u>	09/26/2019	82.78	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/19		
Total A110306:						82.78	.00					
499	KUNA LUMBER	A110324	9086	<u>1-1/16"X48" HINGE PLATE, FOR SCREEN COVERS FOR BIOTRAIN READOUTS, M.NADEAU, SEPT.'19</u>	09/25/2019	16.01	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/19		
Total A110324:						16.01	.00					
499	KUNA LUMBER	A110622	9142	<u>2 EA 6V LANTERN BATTERY, 3 CANS OF BLUE MARKING PAINT, ORANGE MARKING PAINT, J.COULTER, OCT.'19</u>	10/08/2019	46.74	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1005	10/19		
Total A110622:						46.74	.00					
499	KUNA LUMBER	A110625	9149	<u>4 PACKS OF BUNGEE CORDS, SECURE HEAT BLANKET ON FINE SCREEN, T.SHAFER, OCT.'19</u>	10/08/2019	15.44	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/19		
Total A110625:						15.44	.00					

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499	KUNA LUMBER	B131190	9076	<u>4 PACK OF CAM LOCK TIE-DOWN STRAPS, TO HOLD DOWN TRASH CANS ON TRASH TRAILER, M. MEADE, SEP '19</u>	09/23/2019	21.59	.00	<u>01-6175 SMALL TOOLS</u>	1004	10/19		
Total B131190:						21.59	.00					
499	KUNA LUMBER	B131553	9132	<u>20" STANDARD BOX FAN FOR WELL #10, OCT.19</u>	10/03/2019	18.99	.00	<u>20-6175 SMALL TOOLS</u>	0	10/19		
Total B131553:						18.99	.00					
499	KUNA LUMBER	B131712	9145	<u>REPLACEMENT TYPE C BATTERIES FOR MOTION LIGHTS, PARKS, M.MEADE, OCT.'19</u>	10/08/2019	5.84	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	10/19		
Total B131712:						5.84	.00					
Total KUNA LUMBER:						306.30	.00					
KUNA MACHINE LLC												
1775	KUNA MACHINE LLC	1994	9081	<u>BOTTLE OF ACETYLENE FOR WELDING TORCH, B. GILLOGLY, SEP. '19 - ADMIN</u>	09/24/2019	19.43	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	10/19		
1775	KUNA MACHINE LLC	1994	9081	<u>BOTTLE OF ACETYLENE FOR WELDING TORCH, B. GILLOGLY, SEP. '19 - WATER</u>	09/24/2019	7.77	.00	<u>20-6150 M & R - SYSTEM</u>	0	10/19		
1775	KUNA MACHINE LLC	1994	9081	<u>BOTTLE OF ACETYLENE FOR WELDING TORCH, B. GILLOGLY, SEP. '19 - SEWER</u>	09/24/2019	7.77	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/19		
1775	KUNA MACHINE LLC	1994	9081	<u>BOTTLE OF ACETYLENE FOR WELDING TORCH, B. GILLOGLY, SEP. '19 - P.I.</u>	09/24/2019	3.89	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	10/19		

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Total 1994:						38.86	.00					
1775	KUNA MACHINE LLC	2010	9098	FABRICATING LENGTHY WRENCHES FOR SEWER, C. DEYOUNG, SEPT.'19	09/27/2019	24.36	.00	21-6175 SMALL TOOLS	0	10/19		
Total 2010:						24.36	.00					
Total KUNA MACHINE LLC:						63.22	.00					
KUNA RURAL FIRE DISTRICT (IMPACT)												
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	09302019KRF		KRFD IMPACT FEES, SEPT.'19	09/30/2019	33,195.35	33,195.35	01-2511 KRFD IMPACT FEE TRANSFER	0	10/19	10/07/2019	
Total 09302019KRFDI:						33,195.35	33,195.35					
Total KUNA RURAL FIRE DISTRICT (IMPACT):						33,195.35	33,195.35					
KUNA RURAL FIRE DISTRICT (PLAN REVIEW)												
1945	KUNA RURAL FIRE DISTRICT (PLAN REVIEW)	09302019KRF		KRFD PLAN REVIEW FEES, SEPT.'19	09/30/2019	3,875.24	3,875.24	01-2512 KRFD PLAN REVIEW FEE TRANSFER	0	10/19	10/07/2019	
Total 09302019KRFDPR:						3,875.24	3,875.24					
Total KUNA RURAL FIRE DISTRICT (PLAN REVIEW):						3,875.24	3,875.24					
KUNA SENIOR CENTER												
638	KUNA SENIOR CENTER	FY20		TRANSPORTATION SENIOR BUS FY2019, 1ST QTR, AUG. '19	10/02/2019	10,000.00	.00	01-6036 PUBLIC TRANSPORTATION	1001	10/19		
Total FY20:						10,000.00	.00					
Total KUNA SENIOR CENTER:						10,000.00	.00					

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				PERIOD (\$171.49), OCT. '19 - P.I.	10/04/2019	48.89	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/19		
1619	LOCAHAN LLC	AR782640		MONTHLY COPYCARE INCLS PARTS, LABOR, AND TONER, CONTRACT BASE RATE CHARGE FOR 10/3/2019-11/2/2019 BILLING PERIOD (\$317.40). CONTRACT OVERAGE CHARGE FOR THE 9/3/2019-10/2/2019 BILLING PERIOD (\$171.49), OCT. '19 - P&Z	10/04/2019	48.89	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	10/19		
Total AR782640:						488.89	.00					
Total LOCAHAN LLC:						488.89	.00					
MATHESON TRI-GAS INC												
1871	MATHESON TRI-GAS INC	20123178		CYLINDER RENTER, HYDROCHLORIC GAS, LAGOONS, SEWER, OCT. '19	07/31/2019	36.01	36.01	21-6150 M & R - SYSTEM	0	10/19	10/04/2019	
Total 20123178:						36.01	36.01					
1871	MATHESON TRI-GAS INC	20296712		CYLINDER RENTAL, HYDROCHLORIC GAS, LAGOONS, SEWER, OCT. '19	08/31/2019	36.01	36.01	21-6150 M & R - SYSTEM	0	10/19	10/04/2019	
Total 20296712:						36.01	36.01					
1871	MATHESON TRI-GAS INC	20461562		GAS CYLINDER RENTAL, HYDROCHLORIC GAS, SEWER, SEP. '19	09/30/2019	37.91	.00	21-6150 M & R - SYSTEM	0	10/19		
Total 20461562:						37.91	.00					
Total MATHESON TRI-GAS INC:						109.93	72.02					

MISCELLANEOUS VENDORS 2

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1849	MISCELLANEOUS VENDORS 2	09272019WH		<u>MILEAGE REIMBURSEMENT, COMPASS AND ADA COUNTY COURTHOUSE MEETINGS, W.HOWELL, SEPT.'19</u>	09/27/2019	131.54	.00	01-6270 TRAVEL	1003	10/19		
Total 09272019WH:						131.54	.00					
1849	MISCELLANEOUS VENDORS 2	10012019LH		<u>MILEAGE AND MEALS REIMBURSMENT, 8/6-9/12/19, L.HOLLAND - ECONOMIC DEVELOPMENT</u>	10/01/2019	227.88	227.88	01-6155 MEETINGS/COMMI TTEES	4000	10/19	10/04/2019	
1849	MISCELLANEOUS VENDORS 2	10012019LH		<u>REIMBURSEMENT, MAYOR'S TABLE, CASH AND CARRY, L.HOLLAND, SEPT.'19</u>	10/01/2019	84.54	84.54	03-6376 EXPENDITURE- MAYOR'S TABLE	0	10/19	10/04/2019	
Total 10012019LH:						312.42	312.42					
Total MISCELLANEOUS VENDORS 2:						443.96	312.42					
NEOFUNDS BY NEOPOST												
1770	NEOFUNDS BY NEOPOST	09302019NEO		<u>POSTAGE REFILL FOR THE METER, SEPT.'19 - ADMIN</u>	09/30/2019	140.00	.00	01-6190 POSTAGE & BILLING	0	10/19		
1770	NEOFUNDS BY NEOPOST	09302019NEO		<u>POSTAGE REFILL FOR METER, SEPT.'19 - P & Z</u>	09/30/2019	50.00	.00	01-6190 POSTAGE & BILLING	1003	10/19		
1770	NEOFUNDS BY NEOPOST	09302019NEO		<u>POSTAGE REFILL FOR THE METER, SEPT.'19 - WATER</u>	09/30/2019	130.00	.00	20-6190 POSTAGE & BILLING	0	10/19		
1770	NEOFUNDS BY NEOPOST	09302019NEO		<u>POSTAGE REFILL FOR THE METER, SEPT.'19 - SEWER</u>	09/30/2019	130.00	.00	21-6190 POSTAGE & BILLING	0	10/19		
1770	NEOFUNDS BY NEOPOST	09302019NEO		<u>POSTAGE REFILL FOR THE METER, SEPT.'19 - P.I</u>	09/30/2019	50.00	.00	25-6190 POSTAGE & BILLING	0	10/19		
Total 09302019NEOF:						500.00	.00					
Total NEOFUNDS BY NEOPOST:						500.00	.00					

PARTS, INC.

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470	PARTS, INC.	198759	9072	<u>2 CANS OF WD 40 FOR FLEET SHOP SUPPLY, S. HOWELL, SEP. '19</u>	09/23/2019	11.87	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	10/19		
470	PARTS, INC.	198759	9072	<u>2 CANS OF WD 40 FOR FLEET SHOP SUPPLY, S. HOWELL, SEP. '19 - WATER</u>	09/23/2019	4.75	.00	<u>20-6150 M & R - SYSTEM</u>	0	10/19		
470	PARTS, INC.	198759	9072	<u>2 CANS OF WD 40 FOR FLEET SHOP SUPPLY, S. HOWELL, SEP. '19 - SEWER</u>	09/23/2019	4.75	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/19		
470	PARTS, INC.	198759	9072	<u>2 CANS OF WD 40 FOR FLEET SHOP SUPPLY, S. HOWELL, SEP. '19 - P.I</u>	09/23/2019	2.37	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	10/19		
Total 198759:						23.74	.00					
470	PARTS, INC.	198790	9078	<u>WATER PUMP FILTERS FOR THE SEWER TRUCKS, SEPT.'19</u>	09/23/2019	126.12	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	10/19		
Total 198790:						126.12	.00					
470	PARTS, INC.	198869	9083	<u>HOSE AND BUNGY CORDS FOR THE VAC TRUCK, R.WARWICK, SEPT.'19</u>	09/24/2019	18.86	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/19		
Total 198869:						18.86	.00					
470	PARTS, INC.	199076	9099	<u>ALTERNATOR BELT FOR SEWER WATER TRAILER PUMP, S. HOWELL, SEP. '19</u>	09/27/2019	26.99	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/19		
Total 199076:						26.99	.00					
470	PARTS, INC.	199113		<u>RETURN/CREDIT, BELT PURCHASED ON INV#199076, WRONG PART, SEPT.'19</u>	09/27/2019	-26.99	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/19		

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470	PARTS, INC.	199113		<u>BELT FOR THE WATER PUMP TRAILER, S.HOWELL, SEPT.'19</u>	09/27/2019	17.99	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/19		
Total 199113:						-9.00	.00					
470	PARTS, INC.	199381	9116	<u>HOSE FOR OIL DRAIN SYSTEM OF WATER PUMP TRAILER, SEWER, S. HOWELL, OCT. '19</u>	10/02/2019	26.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/19		
Total 199381:						26.00	.00					
Total PARTS, INC.:						212.71	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	977595		<u>ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, BUTLER, BEST BATH, EL CAJON, & CEDAR), 10/1-31/19 - WATER</u>	10/01/2019	215.01	215.01	20-6140 MAINT. & REPAIR BUILDING	0	10/19	10/04/2019	
1021	PEAK ALARM COMPANY, INC	977595		<u>ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, BUTLER, BEST BATH, EL CAJON, & CEDAR), 10/1-31/19 - P.I</u>	10/01/2019	53.75	53.75	25-6140 MAINT & REPAIR BUILDING	0	10/19	10/04/2019	
Total 977595:						268.76	268.76					
Total PEAK ALARM COMPANY, INC:						268.76	268.76					
PRECISION PUMPING SYSTEMS												
952	PRECISION PUMPING SYSTEMS	22112		<u>AMIAD FILTERS FOR THE IRRIGATION PUMP STATION, SEPT.'19</u>	09/26/2019	947.50	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	10/19		
Total 22112:						947.50	.00					
Total PRECISION PUMPING SYSTEMS:						947.50	.00					

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RECREATION TODAY OF IDAHO LLC												
1837	RECREATION TODAY OF IDAHO LLC	REC-190187	8696	<u>7 EA METAL PICNIC TABLES FOR BERNIE FISHER PARK, B.WITHROW, SEPT.'19</u>	09/30/2019	4,866.28	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/19		
Total REC-190187:						4,866.28	.00					
Total RECREATION TODAY OF IDAHO LLC:						4,866.28	.00					
REXEL USA, INC.												
1613	REXEL USA, INC.	X025904	8993	<u>FIXED EXTERIOR LIGHTS AT PUMPHOUSE #5 (WAS VANDALIZED), SEPT.'19</u>	09/05/2019	136.04	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/19		
Total X025904:						136.04	.00					
1613	REXEL USA, INC.	X031408	8993	<u>STREETLIGHT SUPPLIES, S.HOWELL, SEPT.'19</u>	09/06/2019	28.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	10/19		
Total X031408:						28.00	.00					
1613	REXEL USA, INC.	X031447	8993	<u>STREETLIGHT SUPPLIES, S.HOWELL, SEPT.'19</u>	09/06/2019	28.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	10/19		
Total X031447:						28.00	.00					
1613	REXEL USA, INC.	X050960	9011	<u>RECESSED LIGHT FOR CITY HALL, S. HOWELL, SEP.'19 - ADMIN</u>	09/10/2019	14.19	.00	01-6140 MAINT. & REPAIR BUILDING	0	10/19		
1613	REXEL USA, INC.	X050960	9011	<u>RECESSED LIGHT FOR CITY HALL, S. HOWELL, SEP.'19 - P & Z</u>	09/10/2019	5.07	.00	01-6140 MAINT. & REPAIR BUILDING	1003	10/19		
1613	REXEL USA, INC.	X050960	9011	<u>RECESSED LIGHT FOR CITY HALL, S. HOWELL, SEP.'19 - WATER</u>	09/10/2019	13.17	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/19		

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1613	REXEL USA, INC.	X050960	9011	RECESSED LIGHT FOR CITY HALL, S. HOWELL, SEP. '19 - SEWER	09/10/2019	13.17	.00	21-6140 MAINT. & REPAIR BUILDING	0	10/19		
1613	REXEL USA, INC.	X050960	9011	RECESSED LIGHT FOR CITY HALL, S. HOWELL, SEP. '19 - P.I.	09/10/2019	5.07	.00	25-6140 MAINT. & REPAIR BUILDING	0	10/19		
Total X050960:						50.67	.00					
1613	REXEL USA, INC.	X093155		DOWNTOWN REVITALIZATION LIGHTING PROJECT, B.BACHMAN, SEPT.'19 - ADMIN	09/13/2019	16,050.45	.00	01-6045 CONTINGENCY	1119	10/19		
1613	REXEL USA, INC.	X093155		DOWNTOWN REVITALIZATION LIGHTING PROJECT, B.BACHMAN, SEPT.'19 - WATER	09/13/2019	9,630.27	.00	20-6045 CONTINGENCY	1119	10/19		
1613	REXEL USA, INC.	X093155		DOWNTOWN REVITALIZATION LIGHTING PROJECT, B.BACHMAN, SEPT.'19 - SEWER	09/13/2019	9,630.27	.00	21-6045 CONTINGENCY	1119	10/19		
1613	REXEL USA, INC.	X093155		DOWNTOWN REVITALIZATION LIGHTING PROJECT, B.BACHMAN, SEPT.'19 - P.I.	09/13/2019	4,815.13	.00	25-6045 CONTINGENCY FUND	1119	10/19		
Total X093155:						40,126.12	.00					
1613	REXEL USA, INC.	X117167	9045	LIGHT FOR PUMPHOUSE #5 (WAS VANDALIZED), SEPT.'19	09/17/2019	136.84	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/19		
Total X117167:						136.84	.00					
1613	REXEL USA, INC.	X161558	9075	STREET LIGHT LED CONVERSION SET, S. HOWELL, SEP. '19	09/25/2019	467.33	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	10/19		
Total X161558:						467.33	.00					
1613	REXEL USA, INC.	Z519729		EXTERIOR LIGHTS FOR THE TREATMENT PLANT, SEPT.'19 - WATER	09/18/2019	400.40	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/19		

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1613	REXEL USA, INC.	Z519729		EXTERIOR LIGHTS FOR THE TREATMENT PLANT, SEPT.'19 - SEWER	09/18/2019	400.40	.00	21-6140 MAINT & REPAIR BUILDING	0	10/19		
1613	REXEL USA, INC.	Z519729		EXTERIOR LIGHTS FOR THE TREATMENT PLANT, SEPT.'19 - P.I	09/18/2019	152.54	.00	25-6140 MAINT & REPAIR BUILDING	0	10/19		
Total Z519729:						953.34	.00					
1613	REXEL USA, INC.	Z525241	9043	5 EA LED LIGHTS FOR OUT SIDE OF THE TREATMENT PLANT, S. HOWELL, SEP. '19 - WATER	09/25/2019	80.08	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/19		
1613	REXEL USA, INC.	Z525241	9043	5 EA LED LIGHTS FOR OUT SIDE OF THE TREATMENT PLANT, S. HOWELL, SEP. '19 - SEWER	09/25/2019	80.08	.00	21-6140 MAINT & REPAIR BUILDING	0	10/19		
1613	REXEL USA, INC.	Z525241	9043	5 EA LED LIGHTS FOR OUT SIDE OF THE TREATMENT PLANT, S. HOWELL, SEP. '19 - P.I.	09/25/2019	30.51	.00	25-6140 MAINT & REPAIR BUILDING	0	10/19		
Total Z525241:						190.67	.00					
Total REXEL USA, INC.:						42,117.01	.00					
RICOH USA, INC. (MAINTENANCE)												
1422	RICOH USA, INC. (MAINTENANCE)	5057674951		COPY COUNTS, RICOH COPIER MODEL #IMC2000, EID 14399267, SERIAL #C86262110, ORCHARD PARKS OFFICE, 9/1-30/19	10/01/2019	7.36	.00	01-6165 OFFICE SUPPLIES	1004	10/19		
Total 5057674951:						7.36	.00					
Total RICOH USA, INC. (MAINTENANCE):						7.36	.00					
RIMI INC												
1991	RIMI INC	09302019RIMI		COMMERCIAL MECHANICAL PERMIT FEES, SEPT.'19	09/30/2019	2,133.85	2,133.85	01-6202 PROFESSIONAL SERVICES	1003	10/19	10/07/2019	

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Total 09302019RIMI:						2,133.85	2,133.85					
Total RIMI INC:						2,133.85	2,133.85					
ROCKY MOUNTAIN TURF & INDUSTRI												
478	ROCKY MOUNTAIN TURF & INDUSTRI	P08390		2 EA BELTS FOR THE JACOBSEN MOWER, S.HOWELL, OCT.'19 - PARKS	10/01/2019	141.24	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/19		
478	ROCKY MOUNTAIN TURF & INDUSTRI	P08390		RETURN/CREDIT 2 BELTS FOR THE JACOBSEN MOWER (WRONG BELTS SENT), S.HOWELL, OCT.'19	10/01/2019	-141.24	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/19		
478	ROCKY MOUNTAIN TURF & INDUSTRI	P08390		1 EA BELT FOR THE JACOBSEN MOWER, OCT.'19 - PARKS	10/01/2019	109.80	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/19		
Total P08390:						109.80	.00					
Total ROCKY MOUNTAIN TURF & INDUSTRI:						109.80	.00					
SAGE SUPPLY INC												
1854	SAGE SUPPLY INC	19-22609		3000 GALLONS LIQUID ICE MELT, OCT.'19 - PARKS	10/02/2019	1,080.30	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/19		
1854	SAGE SUPPLY INC	19-22609		3000 GALLONS LIQUID ICE MELT, OCT.'19 - SENIOR CENTER	10/02/2019	360.10	.00	01-6140 MAINT. & REPAIR BUILDING	1001	10/19		
1854	SAGE SUPPLY INC	19-22609		3000 GALLONS LIQUID ICE MELT, OCT.'19 - ADMIN	10/02/2019	648.18	.00	01-6140 MAINT. & REPAIR BUILDING	0	10/19		
1854	SAGE SUPPLY INC	19-22609		3000 GALLONS LIQUID ICE MELT, OCT.'19 - P & Z	10/02/2019	216.06	.00	01-6140 MAINT. & REPAIR BUILDING	1003	10/19		
1854	SAGE SUPPLY INC	19-22609		3000 GALLONS LIQUID ICE MELT, OCT.'19 - WATER	10/02/2019	540.15	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/19		
1854	SAGE SUPPLY INC	19-22609		3000 GALLONS LIQUID ICE MELT, OCT.'19 - SEWER	10/02/2019	540.15	.00	21-6140 MAINT & REPAIR BUILDING	0	10/19		

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1854	SAGE SUPPLY INC	19-22609		<u>3000 GALLONS LIQUID ICE MELT, OCT.'19 - P.I</u>	10/02/2019	216.06	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	10/19		
Total 19-22609:						3,601.00	.00					
Total SAGE SUPPLY INC:						3,601.00	.00					
SHERMAN MILLER												
1983	SHERMAN MILLER	289		<u>SEWER SERVICE CONNECTION LINE, B. BACHMAN, SEP. '19</u>	09/06/2019	36,889.00	.00	<u>21-6160 MISCELLANEOUS EXPENSES</u>	0	10/19		
Total 289:						36,889.00	.00					
Total SHERMAN MILLER:						36,889.00	.00					
SPECTER INSTRUMENTS, INC.												
1626	SPECTER INSTRUMENTS, INC.	151XT199-201		<u>ANNUAL SUBSCRIPTION RENEWAL, SCADA SOFTWARE MAINTENANCE & SUPPORT - WATER</u>	09/17/2019	207.90	.00	<u>20-6052 CONTRACT SERVICES</u>	0	10/19		
1626	SPECTER INSTRUMENTS, INC.	151XT199-201		<u>ANNUAL SUBSCRIPTION RENEWAL, SCADA SOFTWARE MAINTENANCE & SUPPORT - SEWER</u>	09/17/2019	207.90	.00	<u>21-6052 CONTRACT SERVICES</u>	0	10/19		
1626	SPECTER INSTRUMENTS, INC.	151XT199-201		<u>ANNUAL SUBSCRIPTION RENEWAL, SCADA SOFTWARE MAINTENANCE & SUPPORT - P.I</u>	09/17/2019	79.20	.00	<u>25-6052 CONTRACT SERVICES</u>	0	10/19		
Total 151XT199-20191216:						495.00	.00					
Total SPECTER INSTRUMENTS, INC.:						495.00	.00					
ST. LUKE'S REGIONAL MEDICAL CENTER												
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	433849908		<u>NEW EMPLOYEE DRUG SCREENING, C.MERRITT, SEPT.'19</u>	09/18/2019	10.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	0	10/19		

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1441	ST. LUKE'S REGIONAL MEDICAL CENTER	433849908		<u>NEW EMPLOYEE DRUG SCREENING, C.MERRITT, SEPT.'19 - WATER</u>	09/18/2019	13.20	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	10/19		
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	433849908		<u>NEW EMPLOYEE DRUG SCREENING, C.MERRITT, SEPT.'19 - SEWER</u>	09/18/2019	13.20	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	10/19		
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	433849908		<u>NEW EMPLOYEE DRUG SCREENING, C.MERRITT, SEPT.'19 - P.I</u>	09/18/2019	3.60	.00	<u>25-6202 PROFESSIONAL SERVICES</u>	0	10/19		
Total 433849908:						40.00	.00					
Total ST. LUKE'S REGIONAL MEDICAL CENTER:						40.00	.00					
TAYLOR CORPORATION												
1435	TAYLOR CORPORATION	192642010	9079	<u>BUSINESS CARDS, J.COULTER, SEPT.'19</u>	09/25/2019	40.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	10/19		
Total 192642010:						40.00	.00					
Total TAYLOR CORPORATION:						40.00	.00					
TECHNOLOGY SOLUTIONS LLC												
1823	TECHNOLOGY SOLUTIONS LLC	3823		<u>ANNUAL ALARM MONITORING, CITY HALL, 10/1/19-9/30/20 - ADMIN</u>	10/01/2019	100.76	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	10/19		
1823	TECHNOLOGY SOLUTIONS LLC	3823		<u>ANNUAL ALARM MONITORING, CITY HALL, 10/1/19-9/30/20 - P&Z</u>	10/01/2019	35.99	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1003	10/19		
1823	TECHNOLOGY SOLUTIONS LLC	3823		<u>ANNUAL ALARM MONITORING, CITY HALL, 10/1/19-9/30/20 - WATER</u>	10/01/2019	93.57	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	10/19		
1823	TECHNOLOGY SOLUTIONS LLC	3823		<u>ANNUAL ALARM MONITORING, CITY HALL, 10/1/19-9/30/20 - SEWER</u>	10/01/2019	93.57	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	10/19		
1823	TECHNOLOGY SOLUTIONS LLC	3823		<u>ANNUAL ALARM MONITORING, CITY HALL, 10/1/19-9/30/20 - P.I</u>	10/01/2019	35.99	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	10/19		

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Total 3823:						359.88	.00					
Total TECHNOLOGY SOLUTIONS LLC:						359.88	.00					
THE JORDEL COMPANY												
1523	THE JORDEL COMPANY	0000003669	9047	<u>POSTAGE ON MAILING LEGAL DOCUMENTS, N.STAUFFER, SEPT.'19</u>	09/16/2019	12.75	.00	<u>01-6190_POSTAGE & BILLING</u>	0	10/19		
Total 0000003669:						12.75	.00					
1523	THE JORDEL COMPANY	0000003684	9056	<u>LABELS FOR THE ELECTRICAL INSPECTION, BUILDING DEPT, SEPT.'19</u>	09/18/2019	80.00	.00	<u>01-6165_OFFICE SUPPLIES</u>	1005	10/19		
Total 0000003684:						80.00	.00					
1523	THE JORDEL COMPANY	0000003690	9067	<u>INSPECTION LABELS FOR THE BUILDING DEPARTMENT, J.COULTER, SEPT.'19</u>	09/20/2019	206.00	.00	<u>01-6165_OFFICE SUPPLIES</u>	1005	10/19		
Total 0000003690:						206.00	.00					
1523	THE JORDEL COMPANY	0000003731	9096	<u>FINAL ELECTRICAL INSPECTION STICKERS, BUILDING DEPARTMENT, SEP. '19</u>	09/27/2019	80.00	.00	<u>01-6165_OFFICE SUPPLIES</u>	1005	10/19		
Total 0000003731:						80.00	.00					
Total THE JORDEL COMPANY:						378.75	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:06321111	9101	<u>2 EA 5 GALLON WATER BOTTLES, MAINTENANCE SHOP, SEP '19</u>	09/27/2019	11.40	.00	<u>01-6165_OFFICE SUPPLIES</u>	1004	10/19		

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				WATER	08/28/2019	35.96	.00	20-6175 SMALL TOOLS	0	10/19		
1444	U.S. BANK (VISA)	310692400837	8966	AMAZON.COM_DEFENDER PHONE CASE FOR IPHONE7 - ON CALL PHONE, AUG.'19 - P.I	08/28/2019	8.99	.00	25-6175 SMALL TOOLS	0	10/19		
Total 31069240083728273269:						44.95	.00					
1444	U.S. BANK (VISA)	310692629750	9055	ALBERTSONS, DRYER SHEETS, LAUNDRY DETERGENT, FOR PARKS OFFICE, SEPT.'19	09/18/2019	31.46	.00	01-6165 OFFICE SUPPLIES	1004	10/19		
Total 31069262975013821145:						31.46	.00					
1444	U.S. BANK (VISA)	316892568370	9033	SMART FOOD SERVICE, PAPER GOODS FOR THE MAYOR'S TABLE, A.WELKER, SEPT.'19	09/12/2019	56.19	.00	03-6376 EXPENDITURE- MAYOR'S TABLE	0	10/19		
Total 31689256837000427986:						56.19	.00					
1444	U.S. BANK (VISA)	374792480000	8991	PREP BLAST, IBOL WATER CERTIFICATION, J.OSBORN, SEPT.'19	09/04/2019	20.00	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	10/19		
1444	U.S. BANK (VISA)	374792480000	8991	PREP BLAST, IBOL CERTIFICATION, J.OSBORN, SEPT.'19 - P.I	09/04/2019	5.00	.00	25-6265 TRAINING & SCHOOLING EXPENSE	0	10/19		
Total 37479248000014938314:						25.00	.00					
1444	U.S. BANK (VISA)	450092474001	8989	WALMART, FLEX SEAL AND PAINT FOR TABLE REPAIRS, B.WITHROW, SEPT.'19	09/03/2019	29.72	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/19		
1444	U.S. BANK (VISA)	450092474001	8989	WALMART, FILE ORGANIZERS, NOTEBOOKS, MAGNETS AND EXPO MARKERS, B.WITHROW, SEPT.'19 - PARKS	09/03/2019	38.45	.00	01-6165 OFFICE SUPPLIES	1004	10/19		

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				B.WITHROW, SEPT.'19	09/10/2019	34.94	.00	01-6140 MAINT. & REPAIR BUILDING	1004	10/19		
Total 92169253100174489250:						369.54	.00					
1444	U.S. BANK (VISA)	921692531001	9017	THOMPSON REUTERS, SINGLE AUDIT, CONTINUING EDUCATION, J. EMPEY, SEP. '19 - P&Z	09/10/2019	47.25	.00	01-6265 TRAINING & SCH00LING	0	10/19		
1444	U.S. BANK (VISA)	921692531001	9017	THOMPSON REUTERS, SINGLE AUDIT, CONTINUING EDUCATION, J. EMPEY, SEP. '19- WATER	09/10/2019	62.37	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	10/19		
1444	U.S. BANK (VISA)	921692531001	9017	THOMPSON REUTERS, SINGLE AUDIT, CONTINUING EDUCATION, J. EMPEY, SEP. '19 - SEWER	09/10/2019	62.37	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	10/19		
1444	U.S. BANK (VISA)	921692531001	9017	THOMPSON REUTERS, SINGLE AUDIT, CONTINUING EDUCATION, J. EMPEY, SEP. '19 - P.I	09/10/2019	17.01	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	10/19		
Total 92169253100197929357:						189.00	.00					
1444	U.S. BANK (VISA)	921692661009	9061	AMAZON, SUPPLIES FOR THE RANGER PROGRAM, J.LORENTZ, SEPT.'19	09/23/2019	297.85	.00	01-6265 TRAINING & SCH00LING	1086	10/19		
Total 92169266100923835519:						297.85	.00					
1444	U.S. BANK (VISA)	946992550180		ABPA, BACKFLOW EXAM, J.WEBB, SEPT.'19	09/11/2019	132.00	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	10/19		
1444	U.S. BANK (VISA)	946992550180		ABPA, BACKFLOW EXAM, J.WEBB, SEPT.'19 - P.I	09/11/2019	33.00	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	10/19		
Total 94699255018019111712:						165.00	.00					

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Total U.S. BANK (VISA):						3,119.71	.00					
UNITED OIL												
316	UNITED OIL	531978	9084	<u>1500 GALLONS DIESEL, T.SHAFFER, SEPT.'19</u>	09/26/2019	3,478.50	.00	<u>21-6300 FUEL</u>	0	10/19		
Total 531978:						3,478.50	.00					
Total UNITED OIL:						3,478.50	.00					
USA BLUE BOOK												
265	USA BLUE BOOK	023188	9097	<u>MAGNETIC LOCATOR, FOR SAFETY LOCATING WITHIN THE PARKS, J.MORFIN, SEPT.'19</u>	09/27/2019	981.18	.00	<u>01-6175 SMALL TOOLS</u>	1004	10/19		
Total 023188:						981.18	.00					
Total USA BLUE BOOK:						981.18	.00					
UTILITY REFUND #5												
1923	UTILITY REFUND #5	111630.01A		<u>WINDY LAREE TAYLOR, 660 E ANDREA ST, RE-ISSUING UTILITY REFUND</u>	09/26/2019	14.66	.00	<u>20-2201 ESCHEAT PAYABLE</u>	0	10/19		
Total 111630.01A:						14.66	.00					
1923	UTILITY REFUND #5	220475.02A		<u>JENNIFER DAROSA, 547 E WILD LILAC CT, RE-ISSUING UTILITY REFUND</u>	10/01/2019	44.69	.00	<u>20-2201 ESCHEAT PAYABLE</u>	0	10/19		
Total 220475.02A:						44.69	.00					
1923	UTILITY REFUND #5	274340.04B		<u>JOHNATHAN W SORENSON, 2361 N BLUEBLOSSOM DR, RE- ISSUING UTILITY REFUND</u>	09/26/2019	80.00	.00	<u>20-2201 ESCHEAT PAYABLE</u>	0	10/19		
Total 274340.04B:						80.00	.00					

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Total UTILITY REFUND #5:						139.35	.00					
UTILITY REFUND #6												
1951	UTILITY REFUND #6	131350.03		<u>BENJAMIN BARROWS, 1212 W WHEAT ST. RE-ISSUING UTILITY REFUND</u>	10/03/2019	40.95	.00	20-2201_ESCHEAT PAYABLE	0	10/19		
Total 131350.03:						40.95	.00					
1951	UTILITY REFUND #6	166070.03A		<u>WILLIAM E STEWART, 1192 N CREEK DR. RE-ISSUING UTILITY REFUND</u>	09/26/2019	2.39	.00	20-2201_ESCHEAT PAYABLE	0	10/19		
Total 166070.03A:						2.39	.00					
1951	UTILITY REFUND #6	190305.02A		<u>MATT FISETTE, 347 W TROPHY ST. RE-ISSUING UTILITY REFUND</u>	09/26/2019	6.72	.00	20-2201_ESCHEAT PAYABLE	0	10/19		
Total 190305.02A:						6.72	.00					
1951	UTILITY REFUND #6	91700.02A		<u>KYLEE DUDGEON, 1195 W SKAGWAY ST. RE-ISSUING UTILITY REFUND</u>	09/26/2019	13.80	.00	20-2201_ESCHEAT PAYABLE	0	10/19		
Total 91700.02A:						13.80	.00					
Total UTILITY REFUND #6:						63.86	.00					
UTILITY REFUND #8												
1998	UTILITY REFUND #8	110550.00		<u>GORDON NITZ, 651 N KATIE WAY, UTILITY REFUND</u>	09/26/2019	50.81	.00	20-4500_METERED WATER SALES	0	10/19		
1998	UTILITY REFUND #8	110550.00		<u>GORDON NITZ, 651 N KATIE WAY, UTILITY REFUND</u>	09/26/2019	44.55	.00	21-4600_SEWER USER FEES	0	10/19		
1998	UTILITY REFUND #8	110550.00		<u>GORDON NITZ, 651 N KATIE WAY, UTILITY REFUND</u>	09/26/2019	34.83	.00	26-4975_SOLID WASTE USER FEES	0	10/19		

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Total 110550.00:						130.19	.00					
1998	UTILITY REFUND #8	111390.01		<u>ALEXANDER J HARP, 672 N MOONGLOW AVE, UTILITY REFUND</u>	10/08/2019	47.48	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	111390.01		<u>ALEXANDER J HARP, 672 N MOONGLOW AVE, UTILITY REFUND</u>	10/08/2019	50.60	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	111390.01		<u>ALEXANDER J HARP, 672 N MOONGLOW AVE, UTILITY REFUND</u>	10/08/2019	43.33	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 111390.01:						141.41	.00					
1998	UTILITY REFUND #8	111585.01A		<u>PAUL A RANDOLPH, 570 N MOONGLOW PL, UTILITY REFUND</u>	10/07/2019	71.98	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
Total 111585.01A:						71.98	.00					
1998	UTILITY REFUND #8	151230.01		<u>CLARK H MEREDITH, 528 W CHIPMUNK CT, UTILITY REFUND</u>	10/08/2019	31.50	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	151230.01		<u>CLARK H MEREDITH, 528 W CHIPMUNK CT, UTILITY REFUND</u>	10/08/2019	34.45	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	151230.01		<u>CLARK H MEREDITH, 528 W CHIPMUNK CT, UTILITY REFUND</u>	10/08/2019	26.62	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 151230.01:						92.57	.00					
1998	UTILITY REFUND #8	161035.03		<u>PHILIP K HOWARD, 1191 N CATERPILLAR AVE, UTILITY REFUND</u>	10/08/2019	29.74	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	161035.03		<u>PHILIP K HOWARD, 1191 N CATERPILLAR AVE, UTILITY REFUND</u>	10/08/2019	29.14	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		

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1998	UTILITY REFUND #8	161035.03		<u>PHILIP K HOWARD, 1191 N CATERPILLAR AVE, UTILITY REFUND</u>	10/08/2019	22.42	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 161035.03:						81.30	.00					
1998	UTILITY REFUND #8	164085.01		<u>CHRISTOPHER J KNUDSON, 348 E BRUSH GULCH ST, UTILITY REFUND</u>	09/26/2019	35.40	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	164085.01		<u>CHRISTOPHER J KNUDSON, 348 E BRUSH GULCH ST, UTILITY REFUND</u>	09/26/2019	34.09	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	164085.01		<u>CHRISTOPHER J KNUDSON, 348 E BRUSH GULCH ST, UTILITY REFUND</u>	09/26/2019	26.61	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 164085.01:						96.10	.00					
1998	UTILITY REFUND #8	170785.03		<u>RUSSELL S PRICE, 535 S IRON SPRINGS AVE, UTILITY REFUND</u>	10/08/2019	26.82	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	170785.03		<u>RUSSELL S PRICE, 535 S IRON SPRINGS AVE, UTILITY REFUND</u>	10/08/2019	27.46	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	170785.03		<u>RUSSELL S PRICE, 535 S IRON SPRINGS AVE, UTILITY REFUND</u>	10/08/2019	24.62	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 170785.03:						78.90	.00					
1998	UTILITY REFUND #8	173490.02		<u>MARY I THIBODEAU, 1790 W SAHARA DR, UTILITY REFUND</u>	09/26/2019	23.95	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	173490.02		<u>MARY I THIBODEAU, 1790 W SAHARA DR, UTILITY REFUND</u>	09/26/2019	21.86	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	173490.02		<u>MARY I THIBODEAU, 1790 W SAHARA DR, UTILITY REFUND</u>	09/26/2019	19.18	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		

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Total 173490.02:						64.99	.00					
1998	UTILITY REFUND #8	200040.02		<u>MELISSA AHMUTY, 2023 N SPARROW HAWK AVE. UTILITY REFUND</u>	10/08/2019	13.35	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
Total 200040.02:						13.35	.00					
1998	UTILITY REFUND #8	200055.04		<u>SHAWNEE LEGARRETA, 184 E STRIPED OWL DR. UTILITY REFUND</u>	10/02/2019	4.61	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	200055.04		<u>SHAWNEE LEGARRETA, 184 E STRIPED OWL DR. UTILITY REFUND</u>	10/02/2019	6.00	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	200055.04		<u>SHAWNEE LEGARRETA, 184 E STRIPED OWL DR. UTILITY REFUND</u>	10/02/2019	4.69	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 200055.04:						15.30	.00					
1998	UTILITY REFUND #8	201780.00		<u>DAVID DOUGLAS KERR, 322 E JAMESTOWNE CT. UTILITY REFUND</u>	10/04/2019	26.63	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	201780.00		<u>DAVID DOUGLAS KERR, 322 E JAMESTOWNE CT. UTILITY REFUND</u>	10/04/2019	20.38	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	201780.00		<u>DAVID DOUGLAS KERR, 322 E JAMESTOWNE CT. UTILITY REFUND</u>	10/04/2019	25.26	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 201780.00:						72.27	.00					
1998	UTILITY REFUND #8	210245.01		<u>SCOTT A MILLER, 2335 N GREY HAWK AVE. UTILITY REFUND</u>	10/08/2019	35.23	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	210245.01		<u>SCOTT A MILLER, 2335 N GREY HAWK AVE. UTILITY REFUND</u>	10/08/2019	33.61	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		

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1998	UTILITY REFUND #8	210245.01		<u>SCOTT A MILLER, 2335 N GREY HAWK AVE. UTILITY REFUND</u>	10/08/2019	26.00	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 210245.01:						94.84	.00					
1998	UTILITY REFUND #8	220620.03		<u>DAKOTA MILLER, 560 E WILD PRIMROSE CT. UTILITY REFUND</u>	10/02/2019	30.48	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	220620.03		<u>DAKOTA MILLER, 560 E WILD PRIMROSE CT. UTILITY REFUND</u>	10/02/2019	26.67	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	220620.03		<u>DAKOTA MILLER, 560 E WILD PRIMROSE CT. UTILITY REFUND</u>	10/02/2019	22.28	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 220620.03:						79.43	.00					
1998	UTILITY REFUND #8	220745.02		<u>ROSEANNA FIGGAT, 529 E GREAT BEAR ST. UTILITY REFUND</u>	10/08/2019	66.37	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	220745.02		<u>ROSEANNA FIGGAT, 529 E GREAT BEAR ST. UTILITY REFUND</u>	10/08/2019	56.31	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	220745.02		<u>ROSEANNA FIGGAT, 529 E GREAT BEAR ST. UTILITY REFUND</u>	10/08/2019	43.51	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 220745.02:						166.19	.00					
1998	UTILITY REFUND #8	220890.03		<u>SUSAN MANSIUS, 513 E EDENRIDGE DR. UTILITY REFUND</u>	10/08/2019	26.18	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	220890.03		<u>SUSAN MANSIUS, 513 E EDENRIDGE DR. UTILITY REFUND</u>	10/08/2019	24.65	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	220890.03		<u>SUSAN MANSIUS, 513 E EDENRIDGE DR. UTILITY REFUND</u>	10/08/2019	19.01	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		

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Total 220890.03:						69.84	.00					
1998	UTILITY REFUND #8	256009.00		<u>FROST HOMES, 815 W BACKPACK LN. UTILITY REFUND</u>	10/02/2019	92.49	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	256009.00		<u>FROST HOMES, 815 W BACKPACK LN. UTILITY REFUND</u>	10/02/2019	112.59	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
Total 256009.00:						205.08	.00					
1998	UTILITY REFUND #8	256010.00		<u>FROST HOMES LLC, 765 W BACKPACK LN. UTILITY REFUND</u>	10/02/2019	72.81	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	256010.00		<u>FROST HOMES LLC, 765 W BACKPACK LN. UTILITY REFUND</u>	10/02/2019	76.16	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
Total 256010.00:						148.97	.00					
1998	UTILITY REFUND #8	260195.01		<u>DAVID A CROSSETT, 1737 N PEWTER AVE. UTILITY REFUND</u>	09/26/2019	7.96	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	260195.01		<u>DAVID A CROSSETT, 1737 N PEWTER AVE. UTILITY REFUND</u>	09/26/2019	11.32	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	260195.01		<u>DAVID A CROSSETT, 1737 N PEWTER AVE. UTILITY REFUND</u>	09/26/2019	9.53	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 260195.01:						28.81	.00					
1998	UTILITY REFUND #8	264770.02		<u>JAMES LYNGAR SR, 2050 N SEPIA AVE. UTILITY REFUND</u>	09/26/2019	69.81	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	264770.02		<u>JAMES LYNGAR SR, 2050 N SEPIA AVE. UTILITY REFUND</u>	09/26/2019	60.56	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		

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1998	UTILITY REFUND #8	264770.02		<u>JAMES LYNGAR SR, 2050 N SEPIA AVE, UTILITY REFUND</u>	09/26/2019	46.70	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 264770.02:						177.07	.00					
1998	UTILITY REFUND #8	265080.02		<u>JUDITH BARBER, 2216 W BEIGE CT, UTILITY REFUND</u>	10/04/2019	29.45	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	265080.02		<u>JUDITH BARBER, 2216 W BEIGE CT, UTILITY REFUND</u>	10/04/2019	28.03	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	265080.02		<u>JUDITH BARBER, 2216 W BEIGE CT, UTILITY REFUND</u>	10/04/2019	21.62	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 265080.02:						79.10	.00					
1998	UTILITY REFUND #8	268138.01		<u>CBH HOMES, 1661 N PEWTER AVE, UTILITY REFUND</u>	10/02/2019	28.13	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	268138.01		<u>CBH HOMES, 1661 N PEWTER AVE, UTILITY REFUND</u>	10/02/2019	20.51	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
Total 268138.01:						48.64	.00					
1998	UTILITY REFUND #8	268316.00		<u>CBH HOMES, 2521 W QUILCEDA ST, UTILITY REFUND</u>	10/08/2019	12.12	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	268316.00		<u>CBH HOMES, 2521 W QUILCEDA ST, UTILITY REFUND</u>	10/08/2019	-10.49	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
Total 268316.00:						1.63	.00					
1998	UTILITY REFUND #8	277408.01		<u>CBH HOMES, 190 W SNOWY OWL ST, UTILITY REFUND</u>	09/26/2019	50.14	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	277408.01		<u>CBH HOMES, 190 W SNOWY OWL ST, UTILITY REFUND</u>	09/26/2019	6.98	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		

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Total 277408.01:						57.12	.00					
1998	UTILITY REFUND #8	278104.02		<u>ROSTISLAV MULYAR, 3049 W FUJI CT. UTILITY REFUND</u>	09/26/2019	15.00	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	278104.02		<u>ROSTISLAV MULYAR, 3049 W FUJI CT. UTILITY REFUND</u>	09/26/2019	19.46	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	278104.02		<u>ROSTISLAV MULYAR, 3049 W FUJI CT. UTILITY REFUND</u>	09/26/2019	18.50	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 278104.02:						52.96	.00					
1998	UTILITY REFUND #8	280170.02		<u>GARY S COOK, 1574 N AZURITE PL. UTILITY REFUND</u>	10/08/2019	58.60	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	280170.02		<u>GARY S COOK, 1574 N AZURITE PL. UTILITY REFUND</u>	10/08/2019	60.58	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	280170.02		<u>GARY S COOK, 1574 N AZURITE PL. UTILITY REFUND</u>	10/08/2019	46.83	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 280170.02:						166.01	.00					
1998	UTILITY REFUND #8	280330.02		<u>VELDON R HILL, 1951 N AZURITE DR. UTILITY REFUND</u>	09/26/2019	38.05	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	280330.02		<u>VELDON R HILL, 1951 N AZURITE DR. UTILITY REFUND</u>	09/26/2019	37.78	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	280330.02		<u>VELDON R HILL, 1951 N AZURITE DR. UTILITY REFUND</u>	09/26/2019	29.44	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 280330.02:						105.27	.00					
1998	UTILITY REFUND #8	291050.00		<u>CBH HOMES, 3387 W DEVOTION DR. UTILITY REFUND</u>	10/02/2019	25.14	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		

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1998	UTILITY REFUND #8	291050.00		<u>CBH HOMES, 3387 W DEVOTION DR, UTILITY REFUND</u>	10/02/2019	17.26	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
Total 291050.00:						42.40	.00					
1998	UTILITY REFUND #8	291064.00		<u>CBH HOMES, 6776 S MEMORY WAY, UTILITY REFUND</u>	10/02/2019	21.86	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	291064.00		<u>CBH HOMES, 6776 S MEMORY WAY, UTILITY REFUND</u>	10/02/2019	15.86	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
Total 291064.00:						37.72	.00					
1998	UTILITY REFUND #8	291066.00		<u>CBH HOMES, 6820 S MEMORY WAY, UTILITY REFUND</u>	10/08/2019	4.07	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	291066.00		<u>CBH HOMES, 6820 S MEMORY WAY, UTILITY REFUND</u>	10/08/2019	3.29	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
Total 291066.00:						7.36	.00					
1998	UTILITY REFUND #8	291079.00		<u>CBH HOMES, 6701 S ALLEGIANCE AVE, UTILITY REFUND</u>	10/08/2019	17.31	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	291079.00		<u>CBH HOMES, 6701 S ALLEGIANCE AVE, UTILITY REFUND</u>	10/08/2019	12.60	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
Total 291079.00:						29.91	.00					
1998	UTILITY REFUND #8	292001.00		<u>CBH HOMES, 8827 S BARATHEON AVE, UTILITY REFUND</u>	10/08/2019	21.29	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	292001.00		<u>CBH HOMES, 8827 S BARATHEON AVE, UTILITY REFUND</u>	10/08/2019	14.86	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		

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Total 292001.00:						36.15	.00					
1998	UTILITY REFUND #8	292023.00		<u>CBH HOMES, 8783 S BARATHEON AVE, UTILITY REFUND</u>	10/02/2019	16.41	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	292023.00		<u>CBH HOMES, 8783 S BARATHEON AVE, UTILITY REFUND</u>	10/02/2019	21.31	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
Total 292023.00:						37.72	.00					
1998	UTILITY REFUND #8	301036.02		<u>RYAN TAMBURRINO, 1162 E WHITBECK DR, UTILITY REFUND</u>	10/08/2019	8.05	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	301036.02		<u>RYAN TAMBURRINO, 1162 E WHITBECK DR, UTILITY REFUND</u>	10/08/2019	6.49	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	301036.02		<u>RYAN TAMBURRINO, 1162 E WHITBECK DR, UTILITY REFUND</u>	10/08/2019	9.12	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 301036.02:						23.66	.00					
1998	UTILITY REFUND #8	302044.02		<u>ADRIANO MOMMI, 662 E MERINO ST, UTILITY REFUND</u>	10/02/2019	31.03	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	302044.02		<u>ADRIANO MOMMI, 662 E MERINO ST, UTILITY REFUND</u>	10/02/2019	29.71	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	302044.02		<u>ADRIANO MOMMI, 662 E MERINO ST, UTILITY REFUND</u>	10/02/2019	22.88	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 302044.02:						83.62	.00					
1998	UTILITY REFUND #8	302141.01		<u>STACY CONSTRUCTION, 982 E ANDES DR, UTILITY REFUND</u>	10/02/2019	15.01	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		

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1998	UTILITY REFUND #8	302141.01		<u>STACY CONSTRUCTION, 982 E ANDES DR, UTILITY REFUND</u>	10/02/2019	10.39	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
Total 302141.01:						25.40	.00					
1998	UTILITY REFUND #8	302201.00		<u>STACY CONSTRUCTION INC, 495 E FOX BAY ST, UTILITY REFUND</u>	10/02/2019	20.36	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	302201.00		<u>STACY CONSTRUCTION INC, 495 E FOX BAY ST, UTILITY REFUND</u>	10/02/2019	14.23	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
Total 302201.00:						34.59	.00					
1998	UTILITY REFUND #8	302215.00		<u>EAGLEWOOD HOMES, 9219 S PALENA PL, UTILITY REFUND</u>	09/26/2019	40.99	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	302215.00		<u>EAGLEWOOD HOMES, 9219 S PALENA PL, UTILITY REFUND</u>	09/26/2019	14.54	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
Total 302215.00:						55.53	.00					
1998	UTILITY REFUND #8	303264.00		<u>HUBBLE HOMES, 2342 N DESTINY AVE, UTILITY REFUND</u>	10/02/2019	5.10	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	303264.00		<u>HUBBLE HOMES, 2342 N DESTINY AVE, UTILITY REFUND</u>	10/02/2019	3.03	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
Total 303264.00:						8.13	.00					
1998	UTILITY REFUND #8	303268.00		<u>HUBBLE HOMES, 2310 N DESTINY AVE, UTILITY REFUND</u>	10/08/2019	14.62	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	303268.00		<u>HUBBLE HOMES, 2310 N DESTINY AVE, UTILITY REFUND</u>	10/08/2019	9.22	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		

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Total 303268.00:						23.84	.00					
1998	UTILITY REFUND #8	303273.00		HUBBLE HOMES, 1072 E BRUSH CREEK ST, UTILITY REFUND	10/08/2019	26.34	.00	20-4500 METERED WATER SALES	0	10/19		
1998	UTILITY REFUND #8	303273.00		HUBBLE HOMES, 1072 E BRUSH CREEK ST, UTILITY REFUND	10/08/2019	18.83	.00	21-4600 SEWER USER FEES	0	10/19		
Total 303273.00:						45.17	.00					
1998	UTILITY REFUND #8	303280.00		HUBBLE HOMES, 2208 N HOSE GULCH AVE, UTILITY REFUND	10/04/2019	27.56	.00	20-4500 METERED WATER SALES	0	10/19		
1998	UTILITY REFUND #8	303280.00		HUBBLE HOMES, 2208 N HOSE GULCH AVE, UTILITY REFUND	10/04/2019	18.06	.00	21-4600 SEWER USER FEES	0	10/19		
Total 303280.00:						45.62	.00					
1998	UTILITY REFUND #8	303282.00		HUBBLE HOMES, 1145 E BRUSH CREEK ST, UTILITY REFUND	10/08/2019	3.46	.00	20-4500 METERED WATER SALES	0	10/19		
1998	UTILITY REFUND #8	303282.00		HUBBLE HOMES, 1145 E BRUSH CREEK ST, UTILITY REFUND	10/08/2019	2.40	.00	21-4600 SEWER USER FEES	0	10/19		
Total 303282.00:						5.86	.00					
1998	UTILITY REFUND #8	303287.00		HUBBLE HOMES, 1055 E BRUSH CREEK ST, UTILITY REFUND	09/26/2019	38.49	.00	20-4500 METERED WATER SALES	0	10/19		
1998	UTILITY REFUND #8	303287.00		HUBBLE HOMES, 1055 E BRUSH CREEK ST, UTILITY REFUND	09/26/2019	-2.81	.00	21-4600 SEWER USER FEES	0	10/19		
Total 303287.00:						35.68	.00					

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1998	UTILITY REFUND #8	303294.00		<u>HUBBLE HOMES, 911 E BRUSH CREEK ST, UTILITY REFUND</u>	10/08/2019	32.02	.00	<u>20-4500_METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	303294.00		<u>HUBBLE HOMES, 911 E BRUSH CREEK ST, UTILITY REFUND</u>	10/08/2019	21.27	.00	<u>21-4600_SEWER USER FEES</u>	0	10/19		
Total 303294.00:						53.29	.00					
1998	UTILITY REFUND #8	30355.01		<u>DOUGLAS GRIGG, 123 N CEDAR AVE, UTILITY REFUND</u>	10/02/2019	20.29	.00	<u>20-4500_METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	30355.01		<u>DOUGLAS GRIGG, 123 N CEDAR AVE, UTILITY REFUND</u>	10/02/2019	13.94	.00	<u>21-4600_SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	30355.01		<u>DOUGLAS GRIGG, 123 N CEDAR AVE, UTILITY REFUND</u>	10/02/2019	10.79	.00	<u>26-4975_SOLID WASTE USER FEES</u>	0	10/19		
Total 30355.01:						45.02	.00					
1998	UTILITY REFUND #8	32140.02		<u>LARRY HEMBREE, 1123 W ASHWOOD CT, UTILITY REFUND</u>	10/08/2019	30.20	.00	<u>20-4500_METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	32140.02		<u>LARRY HEMBREE, 1123 W ASHWOOD CT, UTILITY REFUND</u>	10/08/2019	27.06	.00	<u>21-4600_SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	32140.02		<u>LARRY HEMBREE, 1123 W ASHWOOD CT, UTILITY REFUND</u>	10/08/2019	23.20	.00	<u>26-4975_SOLID WASTE USER FEES</u>	0	10/19		
Total 32140.02:						80.46	.00					
1998	UTILITY REFUND #8	330012.00		<u>TOLL BROS INC, 1009 E BUCK DR, UTILITY REFUND</u>	10/08/2019	1.11	.00	<u>20-4500_METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	330012.00		<u>TOLL BROS INC, 1009 E BUCK DR, UTILITY REFUND</u>	10/08/2019	1.63	.00	<u>21-4600_SEWER USER FEES</u>	0	10/19		
Total 330012.00:						2.74	.00					

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1998	UTILITY REFUND #8	330023.00		<u>TOLL BROS INC, 1008 E BUCK DR, UTILITY REFUND</u>	10/08/2019	2.35	.00	<u>20-4500_METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	330023.00		<u>TOLL BROS INC, 1008 E BUCK DR, UTILITY REFUND</u>	10/08/2019	3.00	.00	<u>21-4600_SEWER USER FEES</u>	0	10/19		
Total 330023.00:						5.35	.00					
1998	UTILITY REFUND #8	330066.00		<u>TOLL BROS INC, 1672 N SNOWFIELD PL, UTILITY REFUND</u>	10/04/2019	28.13	.00	<u>20-4500_METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	330066.00		<u>TOLL BROS INC, 1672 N SNOWFIELD PL, UTILITY REFUND</u>	10/04/2019	20.51	.00	<u>21-4600_SEWER USER FEES</u>	0	10/19		
Total 330066.00:						48.64	.00					
1998	UTILITY REFUND #8	340046.01		<u>CBH HOMES, 6614 S BIRCH CREEK AVE, UTILITY REFUND</u>	10/08/2019	30.80	.00	<u>20-4500_METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	340046.01		<u>CBH HOMES, 6614 S BIRCH CREEK AVE, UTILITY REFUND</u>	10/08/2019	24.10	.00	<u>21-4600_SEWER USER FEES</u>	0	10/19		
Total 340046.01:						54.90	.00					
1998	UTILITY REFUND #8	340048.01		<u>CBH HOMES, 6652 S BIRCH CREEK AVE, UTILITY REFUND</u>	09/26/2019	35.31	.00	<u>20-4500_METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	340048.01		<u>CBH HOMES, 6652 S BIRCH CREEK AVE, UTILITY REFUND</u>	09/26/2019	20.08	.00	<u>21-4600_SEWER USER FEES</u>	0	10/19		
Total 340048.01:						55.39	.00					
1998	UTILITY REFUND #8	60460.03		<u>WESLEY J PURKISS, 445 N MAPLE AVE, UTILITY REFUND</u>	10/02/2019	30.47	.00	<u>20-4500_METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	60460.03		<u>WESLEY J PURKISS, 445 N MAPLE AVE, UTILITY REFUND</u>	10/02/2019	27.09	.00	<u>21-4600_SEWER USER FEES</u>	0	10/19		

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1998	UTILITY REFUND #8	60460.03		<u>WESLEY J PURKISS, 445 N MAPLE AVE. UTILITY REFUND</u>	10/02/2019	40.12	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 60460.03:						97.68	.00					
1998	UTILITY REFUND #8	90510.02		<u>CURTIS BRUNER, 891 W TRINI DR. UTILITY REFUND</u>	09/26/2019	29.50	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	90510.02		<u>CURTIS BRUNER, 891 W TRINI DR. UTILITY REFUND</u>	09/26/2019	31.53	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	90510.02		<u>CURTIS BRUNER, 891 W TRINI DR. UTILITY REFUND</u>	09/26/2019	24.62	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 90510.02:						85.65	.00					
1998	UTILITY REFUND #8	91880.03		<u>WALKER HOUSE PROPERTIES LLC, 1190 N FORTY NINER AVE, UTILITY REFUND</u>	09/26/2019	124.11	.00	<u>20-4500 METERED WATER SALES</u>	0	10/19		
1998	UTILITY REFUND #8	91880.03		<u>WALKER HOUSE PROPERTIES LLC, 1190 N FORTY NINER AVE, UTILITY REFUND</u>	09/26/2019	60.10	.00	<u>21-4600 SEWER USER FEES</u>	0	10/19		
1998	UTILITY REFUND #8	91880.03		<u>WALKER HOUSE PROPERTIES LLC, 1190 N FORTY NINER AVE, UTILITY REFUND</u>	09/26/2019	46.99	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/19		
Total 91880.03:						231.20	.00					
Total UTILITY REFUND #8:						3,678.00	.00					
UTILITY TRAILER SALES OF IDAHO, INC.												
1641	UTILITY TRAILER SALES OF IDAHO, INC.	45896PB		<u>CROSSING FLAGS FOR THE CITY CROSSWALKS, SEPT.'19</u>	09/27/2019	259.20	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/19		
Total 45896PB:						259.20	.00					

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1641	UTILITY TRAILER SALES OF IDAHO, INC.	46132PB	9108	<u>DRUM OF WINDOW WASH FLUID, B. GILLOGLY, OCT. '19 - ADMIN</u>	10/01/2019	85.76	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/19		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	46132PB	9108	<u>DRUM OF WINDOW WASH FLUID, B. GILLOGLY, OCT. '19 - WATER</u>	10/01/2019	34.31	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/19		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	46132PB	9108	<u>DRUM OF WINDOW WASH FLUID, B. GILLOGLY, OCT. '19 - SEWER</u>	10/01/2019	34.31	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/19		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	46132PB	9108	<u>DRUM OF WINDOW WASH FLUID, B. GILLOGLY, OCT. '19 - P.I</u>	10/01/2019	17.15	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	10/19		
Total 46132PB:						171.53	.00					
Total UTILITY TRAILER SALES OF IDAHO, INC.:						430.73	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	55205		<u>POSTAGE, IMAGING, PRINTING BILLS FOR SEPT.'19 - ADMIN</u>	09/30/2019	1,195.14	.00	01-6190 POSTAGE & BILLING	0	10/19		
857	VALLI INFORMATION SYSTEMS, INC	55205		<u>POSTAGE, IMAGING, PRINTING BILLS FOR SEPT.'19 - WATER</u>	09/30/2019	1,878.08	.00	20-6190 POSTAGE & BILLING	0	10/19		
857	VALLI INFORMATION SYSTEMS, INC	55205		<u>POSTAGE, IMAGING, PRINTING BILLS FOR SEPT.'19 - SEWER</u>	09/30/2019	1,878.08	.00	21-6190 POSTAGE & BILLING	0	10/19		
857	VALLI INFORMATION SYSTEMS, INC	55205		<u>POSTAGE, IMAGING, PRINTING BILLS FOR SEPT.'19 - P.I</u>	09/30/2019	739.85	.00	25-6190 POSTAGE & BILLING	0	10/19		
Total 55205:						5,691.15	.00					
857	VALLI INFORMATION SYSTEMS, INC	55206		<u>LOCKBOX TRANSACTIONS FOR SEPT.'19 - ADMIN</u>	09/30/2019	36.44	.00	01-6505 BANK FEES	0	10/19		
857	VALLI INFORMATION SYSTEMS, INC	55206		<u>LOCKBOX TRANSACTIONS FOR SEPT.'19 - WATER</u>	09/30/2019	57.26	.00	20-6505 BANK FEES	0	10/19		
857	VALLI INFORMATION SYSTEMS, INC	55206		<u>LOCKBOX TRANSACTIONS FOR SEPT.'19 - SEWER</u>	09/30/2019	57.26	.00	21-6505 BANK FEES	0	10/19		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/27/2019-10/10/2019

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Oct 10, 2019 02:53PM

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
				SEPT.'19	09/09/2019	219.46	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	10/19		
Total 191619:						219.46	.00					
274	WESTERN STATES CHEM	191729		12 CANNISTERS AEROSOL GLASS CLEANER, 6 EA SCRUBS IN A BUCKET, FOR CITY PARKS, SEPT.'19	09/18/2019	254.50	.00	01-6025 JANITORIAL	1004	10/19		
Total 191729:						254.50	.00					
Total WESTERN STATES CHEM:						473.96	.00					
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	IN001098914	9103	CRIMSON POINT LIFT STATION, COOLING SYSTEM AND GENERATOR REPAIRS, SEPT.'19	09/24/2019	4,038.33	.00	21-6150 M & R - SYSTEM	0	10/19		
Total IN001098914:						4,038.33	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001100047		ORCHARD LIFT STATION, REPLACE - CIRCUIT BREAKER, T. FLEMING, SEP. '19	09/25/2019	34.00	.00	21-6150 M & R - SYSTEM	0	10/19		
Total IN001100047:						34.00	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001104478	9103	CRIMSON POINT LIFT STATION, TROUBLESHOOT - COOLING PACKAGE, FLUSH - COOLING PACKAGE, REPLACE - WATER PUMP, REPLACE - RADIATOR, T.FLEMING, SEPT.'19	09/30/2019	12,980.56	.00	21-6150 M & R - SYSTEM	0	10/19		
Total IN001104478:						12,980.56	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total WESTERN STATES EQUIPMENT CO.:						17,052.89	.00					
WEX BANK												
1234	WEX BANK	61563404		FUEL, SEPT.'19 - PARKS	09/30/2019	298.55	.00	01-6300 FUEL	1004	10/19		
1234	WEX BANK	61563404		FUEL, SEPT.'19 - BUILDING INSPECTION	09/30/2019	312.25	.00	01-6300 FUEL	1005	10/19		
1234	WEX BANK	61563404		FUEL, SEPT.'19 - WATER	09/30/2019	78.41	.00	20-6300 FUEL	0	10/19		
1234	WEX BANK	61563404		FUEL, SEPT.'19 - SEWER	09/30/2019	78.41	.00	21-6300 FUEL	0	10/19		
1234	WEX BANK	61563404		FUEL, SEPT.'19 - P.I	09/30/2019	21.38	.00	25-6300 FUEL	0	10/19		
1234	WEX BANK	61563404		NON-FUEL PURCHASE, CAR WASH, BUILDING INSPECTION - SEPT.'19	09/30/2019	6.00	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1005	10/19		
Total 61563404:						795.00	.00					
Total WEX BANK:						795.00	.00					
WHITE, PETERSON, GIGRAY, & NICHOLS P.A.												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	09302019WPG		LEGAL FEES AND EXPENSES, SEPT.'19 - ADMIN	09/30/2019	3,102.50	.00	01-6202 PROFESSIONAL SERVICES	0	10/19		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	09302019WPG		LEGAL FEES, SEPT.'19 - P & Z	09/30/2019	1,057.50	.00	01-6202 PROFESSIONAL SERVICES	1003	10/19		
Total 09302019WPGN:						4,160.00	.00					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						4,160.00	.00					
Grand Totals:						648,129.53	254,000.43					

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/27/2019-10/10/2019

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
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Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

**RESOLUTION NO. R74-2019
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “ANIMAL WELFARE AND ENFORCEMENT AGREEMENT” WITH THE IDAHO HUMANE SOCIETY TO PROVIDE ANIMAL CONTROL SERVICES WITHIN THE CITY OF KUNA, IDAHO FOR THE 2020 FISCAL YEAR, OCTOBER 1, 2019 TO SEPTEMBER 30, 2020, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The “*Animal Welfare and Enforcement Agreement*” with the Idaho Humane Society for animal control services in the City of Kuna for the fiscal year commencing October 1, 2019 and ending September 30, 2020, pursuant to the terms of said contract, in substantially the format, as attached hereto as “**EXHIBIT A**”, is hereby approved.

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said Agreement and the City Clerk is hereby authorized to attest to said execution as so authorized and approved for on behalf of the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 15th day of October, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 15th day of October, 2019.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**ANIMAL WELFARE AND ENFORCEMENT AGREEMENT
BY AND BETWEEN
ADA COUNTY, THE CITIES OF BOISE, MERIDIAN, KUNA, AND THE IDAHO HUMANE
SOCIETY**

This Animal Welfare and Enforcement Agreement (this “Agreement”) is entered into by and among the Idaho Humane Society, Incorporated, an Idaho non-profit corporation (“IHS”), Ada County, Idaho, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho (“Ada County”), City of Boise City a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho (“Boise”), Kuna, a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho (“Kuna”), Meridian, a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho (“Meridian”). Ada County, Boise, Kuna, and Meridian may sometimes be referred to herein as a “Public Agency” and collectively as “Public Agencies.” IHS or a Public Agency individually may be referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, the Public Agencies desire the assistance of a third-party provider to aid in the provision of certain animal welfare and enforcement services, more particularly described in Exhibit A attached hereto and made a part hereof (the “Scope of Service”), which the Public Agencies are authorized to provide pursuant to Idaho Code Sections 50-302, 50-319, 31-714, and various code provisions of the Public Agencies; and

WHEREAS, IHS is uniquely qualified and able to provide the desired services within the territorial limits of the Public Agencies safely and humanely, pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

- A. Effective Date; Term.** The term of this Agreement is from October 1, 2019 (the “Effective Date”) through September 30, 2020 (the “Termination Date”) (the “Term”).
- B. Purpose; Grant of Authority.** IHS shall be each Public Agency’s animal welfare and enforcement contractor and shall be responsible for the enforcement of all applicable animal regulatory ordinances of that Public Agency’s codes and applicable provisions of Idaho Code, except as otherwise stated herein or as IHS and a Public Agency may otherwise subsequently agree in writing. Nothing contained herein shall be interpreted to preclude any Public Agency from contracting separately with IHS for the provision of other services.
- C. Contract Price; Payment; Additional Compensation.**
 - 1. Contract Price.** For IHS’ performance of services as contemplated by this Agreement during the Term, each Public Agency shall pay the following amounts to IHS as set forth below:
 - a.** Ada County agrees to pay IHS the sum of three hundred sixty thousand dollars (\$360,000.00).
 - b.** Boise agrees to pay IHS the sum of one million, three hundred thirty-six thousand, five hundred seventy-two dollars (\$1,336,572).
 - c.** Kuna agrees to pay IHS the sum of one hundred eleven thousand, three hundred eighty-one dollars (\$111,381).

- d. Meridian agrees to pay IHS the sum of five hundred twenty thousand, five hundred thirty-six dollars (\$520,536).

2. Payment. Each Public Agency shall pay such Public Agency's designated portion to IHS in twelve (12) equal monthly installments, each installment payable on or before the 15th of each month during the Term. Under no circumstances shall any Public Agency ever be liable to pay for any portion of the contract price allocated to another Public Agency; provided, however, the Parties acknowledge and agree that Ada County's payment referenced in paragraph C.1.a above includes the amount of fifty-five thousand four hundred seven dollars (\$55,407) that shall be used by IHS toward IHS infrastructure, including, but not limited to, building repair and maintenance, IT software, etc. In addition to the contract amount set forth in paragraph C.1.b of this Agreement, Boise has committed to, and hereby ratifies Boise's commitment to, fund the purchase of two new animal control vehicles in an amount not to exceed one hundred seventy thousand dollars (\$170,000) in total. Boise shall coordinate with IHS to select the two animal control vehicles to be purchased. Boise shall order these two animal control vehicles by October 31, 2019; and these vehicles shall be titled in the name of the City of Boise.

3. Additional Compensation. IHS shall sell animal licenses on behalf of each of the Public Agencies (as applicable) and collect such fees. These fees shall be either retained or remitted to each Public Agency as set forth in detail in Schedule 2, attached hereto and incorporated into this Agreement by reference. IHS shall make a good faith effort to collect these animal licensing fees as set forth in Exhibit A. Nothing in this section shall be construed to limit the ability of each Public Agency to sell its own animal licenses or to permit other third-party entities to sell such Public Agency's animal licenses, and to collect the fees from such sales.

4. Annual Review of Operating Expenses. IHS's operating expenses shall be reviewed annually by the Parties and contract adjustments made based on the budgeted amount in comparison to the actual amount spent on operating costs.

D. Independent Contractor. In all matters between the Parties pertaining to this Agreement, the relationship between each Public Agency and IHS is that of principal and independent contractor. Neither IHS nor any person performing work on behalf of IHS shall be deemed to be an employee of any Public Agency. The selection and supervision of IHS's personnel performing work pursuant to this Agreement shall be in the sole discretion of IHS. Neither IHS nor any person performing work on behalf of IHS shall be deemed to acquire any of the rights, privileges, powers, or advantages of an employee of any Public Agency, or vice versa; however, those persons performing work on behalf of IHS shall act as a limited agent on behalf of each Public Agency, which limited agency granted herein shall be strictly limited to performance under this Agreement expressly set forth herein and shall not extend to any other purpose.

E. Audits and Inspection. At any time during normal business hours and as often as any Public Agency may deem necessary, there shall be made available to any Public Agency for examination all IHS's records concerning all matters covered by this Agreement. IHS shall permit the requesting Public Agency to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other data relating to all matters covered by this Agreement. At their own expense, the Public Agencies may individually or collectively annually hire an independent auditor to conduct a fiscal year audit of all expenses and revenues and services provided hereunder. Any auditor engaged by a Public Agency must use the generally accepted auditing standards. IHS shall maintain books, records, reports, and accounts

adequate to allow the auditor to evaluate fully, assess, and audit IHS's performance of the Scope of Service.

F. Scope of Work.

1. Enforcement. IHS shall act as a limited agent for each Public Agency to enforce applicable animal provisions of that Public Agency's codes and applicable animal provisions of Idaho Code, and shall be responsible for selecting and training qualified animal enforcement and administration officers and employees to carry out these services. The expected service levels by which IHS shall provide the enforcement of applicable animal codes, train and manage animal enforcement and administration officers, and perform other related tasks are set forth with specificity in Exhibit A.

2. Animal Welfare Services. IHS shall provide animal welfare services within the respective territorial limits of each Public Agency, including investigating complaints, responding to calls for service, patrolling (as time and personnel permit), issuing citations to suspected violators and following through by appearing to testify in court as appropriate, apprehending and impounding stray and other animals, picking up dead or injured animals within the public right-of-way and respective territorial limits of each Public Agency, and other services as appropriate. The expected service levels by which IHS shall provide animal welfare services and perform other related tasks are set forth with specificity in Exhibit A.

3. Recordkeeping. IHS shall prepare and maintain complete and accurate records regarding the performance of services under this Agreement, including, but not limited to, detailed annual operating expenses records and the disposition of impounded animals. IHS shall account for services under this Agreement separately from other functions to the extent administratively feasible and shall provide a reasonable basis for allocated costs. IHS shall make all records, accounting information, and related documents concerning matters covered by this Agreement available to each Public Agency upon request for inspection, copying, and audit. The expected service levels by which IHS shall maintain certain records and provide reports and documentation based on these records are set forth with specificity in Exhibit A.

4. Promote Responsible Animal Ownership. IHS shall provide services designed to support the goal of responsible animal ownership in the respective territorial limits of each Public Agency, including but not limited to public information and education, making recommendations for needed changes in policies, fees, ordinances, and legislation, and other community animal welfare matters. The expected service levels by which IHS shall promote responsible animal ownership are set forth with specificity in Exhibit A.

5. Data Management. IHS shall follow all local, state, and federal laws and regulations with respect to personally identifiable information and credit card information. IHS shall implement best practices standards for administrative, physical, and technical safeguards to protect personally identifiable information from unauthorized use, access, or disclosure. In the event of a breach, IHS must immediately notify the Public Agencies in writing of any unauthorized disclosure of personally identifiable information or information that would generally be considered confidential. Upon the expiration or termination of this Agreement, IHS shall promptly provide to the Public Agencies all copies of their respective data and information, whether in written, electronic, or other form or media format.

6. Additional Scope of Work. Additional services to be provided by IHS, if any, are described in the attached Exhibit A.

- 7. Exceptions to Scope of Work.** IHS shall not be required to perform any task or be responsible for any duty, except as expressly stated herein.
- G. Grant of Authority to IHS.** Each Public Agency agrees to, and shall, ensure that such Public Agency takes whatever action such Public Agency deems necessary to grant or delegate authority to IHS to perform services under this Agreement for that Public Agency within such Public Agency's territorial limits.
- H. Compliance with Laws.** In the performance of services under this Agreement, IHS shall comply with all applicable federal, state, and each Public Agency's laws, regulations, and ordinances in effect or promulgated during the Term. This obligation includes timely payment of all taxes and license fees. If IHS determines it is unable to comply with any law, regulation, or ordinance in the performance of services under this Agreement, IHS must immediately notify the Public Agencies in writing, and the Parties shall meet to attempt to resolve the matter between themselves with due diligence.
- I. Non-Waiver of Agreement Provisions.** Failure by the representatives of any of the Parties to, at any time, enforce or require strict compliance with any terms or conditions of this Agreement shall not constitute a waiver of, or affect, or impair such terms or conditions in any way; nor shall such failure affect the rights of the Parties to avail themselves at any time of such remedies as they may have for any breach of such terms or conditions against another Party.
- J. Indemnification.** These indemnification provisions apply only between IHS and each Public Agency, individually and separately. Under no circumstances shall these provisions be construed to require a Public Agency to indemnify, save, hold harmless, or defend IHS from, for, and against any or all claims, actions, judgments, damages, injuries to persons or property, losses, and expenses caused by or arising from another Public Agency's codes that are deemed unconstitutional or in conflict with state or federal law; or the action, or failure to act, of another Public Agency or another Public Agency's officers, officials, employees, agents, or servants.
- 1.** IHS shall indemnify, save, hold harmless, and defend each Public Agency from, for, and against any and all direct or third-party claims, actions, judgments, damages, injuries to persons or property, losses, liabilities, and expenses caused by, or arising out of an act or omission of IHS or IHS's officers, employees, agents, servants, and volunteers in connection with IHS's performance under this Agreement and not caused by or arising out of the tortious conduct of any of the Public Agencies or their respective officers, officials, employees, agents, servants, and volunteers, or a Public Agency's code that is deemed unconstitutional or in conflict with state or federal law.
- 2.** Notwithstanding anything to the contrary in this Agreement, the liability of each Public Agency is at all times strictly limited and controlled by the provisions of the Idaho Tort Claims Act, Idaho Code Sections 6-901 through 6-929, inclusive, as or hereafter amended. Nothing herein shall be deemed a waiver of any privilege, immunity, protection, or defense afforded to each Public Agency as a political subdivision of the state of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law, and shall not be construed to waive any such protections, which are hereby expressly retained.
- K. Insurance.**

1. Insurer's A.M. Best Rating. IHS shall, at its own expense, procure and maintain insurance coverage, written by an insurance company or companies with an A.M. Best rating of A VIII or better and authorized to do business in the state of Idaho, throughout the Term.

2. Standard Insurance Coverages and Limits of Liability Required:

a. Worker's Compensation Insurance. Where required by law, IHS shall have and maintain during the Term of this Agreement, Worker's Compensation Insurance, including Employer's Liability, meeting the statutory requirements of the state of Idaho. Employer's Liability insurance in the following minimum amounts:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

In case any such work is sublet, IHS shall require its sub-contractors to provide Worker's Compensation and Employer's Liability Insurance.

b. Commercial General Liability. IHS shall have and maintain throughout the Term, Commercial General Liability Insurance, with the following minimum limits of liability:

General Aggregate	\$2,000,000
Product/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Per Occurrence	\$1,000,000
Fire Legal Liability	\$ 50,000

c. Automobile Liability Insurance. For all owned, non-owned, and hired vehicles, IHS shall maintain throughout the Term, Business Automobile Liability insurance providing bodily injury and property damage liability coverage for a minimum of one million dollars (\$1,000,000) per occurrence limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or equivalent, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Agreement. If IHS has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with a minimum limit of one million dollars (\$1,000,000) per accident for bodily injury and property damage is required. Where applicable, the Public Agencies shall be named as additional insureds.

3. Public Agencies as Additional Insureds. IHS shall include each of the Public Agencies as additional insureds to all of the insurance coverage listed above; which shall also be as primary and non-contributory with any insurance or self-insurance coverage or limits of liability maintained by the respective Public Agencies, and in the form of a duly issued additional insured endorsement and attached to the policy or by the appropriate blanket additional insured policy wording, and in any other manner further required by IHS's insurance coverage to provide the Public Agencies additional insured coverage as set forth herein.

4. No Limitation of Liability. Insurance coverage and limits of liability as specified herein are minimum coverage and liability requirements only. Nothing in this Agreement's requirements for minimum insurance coverage shall be interpreted to limit or release the liability of IHS or any of IHS's insurers.

5. Require Separation of Insured Provision; Cross-Liability Exclusion; and Other Endorsements Prohibited. IHS's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. IHS's insurance policy shall not contain any provisions, exclusion, or endorsement that limits, bars, or effectively precludes the Public Agencies from coverage or asserting a claim under IHS's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Failure to comply with any of the requisite insurance provisions shall be a material breach of this Agreement and grounds for termination of the Agreement or, if applicable, and at the discretion of the Public Agencies, shall serve as grounds for the Public Agencies to procure or renew insurance coverage with any related costs of premiums to be repaid by IHS or offset against the Contract payment to IHS.

6. Evidence of Insurance. IHS shall provide the following as evidence of insurance:

- a.** A certificate of liability insurance evidencing coverages, limits of liability, and other terms and conditions as specified herein. In the "Certificate Holder" field of the certification of insurance, the individual Public Agencies' names shall be written in; and
- b.** An attached designated additional insureds endorsement or blanket additional insureds wording to the required insurance policies that names each of the Public Agencies.

At any time upon any Public Agency's request, IHS shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. If any Public Agency tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, IHS shall also cause a complete and certified copy of the requested policy to be timely furnished to the requesting Public Agency.

7. Notice of Cancellation or Modification; Renewal. IHS's certificates of insurance shall be signed by an authorized representative of the issuing insurance carrier and shall state that the issuing company shall provide the Parties with a minimum of thirty (30) days' written notice prior to canceling or reducing any of the policies or limits required by this Agreement. Renewal certificates or binders must be provided to the Parties a minimum of five (5) days prior to the effective date of the renewal. If binders are used, they must be replaced by appropriate insurance certificates no later than thirty (30) days after the effective date.

L. Termination.

1. Termination of this Agreement shall not relieve the Parties of their obligations or liability to each other incurred prior to the Termination Date.

2. This Agreement shall automatically terminate between every Public Agency and IHS immediately upon the following events:

- a.** IHS is dissolved; or
- b.** The Term expires.

3. This Agreement shall terminate between a Public Agency and IHS upon the following events and with thirty (30) business days prior written notice to all the other Parties:

a. A Public Agency or IHS gives the other Party written notice of termination, which termination shall be effective on the first day of the calendar month that is at least thirty (30) calendar days after delivery of such notice of termination;

b. A Public Agency fails to appropriate adequate funds for this Agreement in its budget for the fiscal year, in which case the Public Agency shall notify IHS of any non-appropriation of funds within thirty (30) business days of such non-appropriation; or

c. The Public Agency and IHS agree, in writing, to terminate this Agreement.

4. If the Agreement between a Public Agency and IHS is terminated under subsection (3), above, such termination does not terminate the Agreement between IHS and each of the other Public Agencies that has not so acted to terminate the Agreement.

M. Additional Terms and Conditions. Additional terms and conditions are contained in the attached Exhibit A.

N. Miscellaneous Terms.

1. Integration. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and this Agreement supersedes all prior agreements and understandings, whether written or oral, with respect to its subject matter.

2. Amendment. This Agreement may be amended at any time by mutual written agreement signed by the authorized representative of each Party; provided, however, nothing contained herein shall be interpreted to preclude any Public Agency from contracting separately with IHS for the provision of other services.

3. Interpretation. This Agreement was reviewed by the Parties' legal counsel. Accordingly, this Agreement shall be interpreted and construed fairly, according to its plain language, and not for or against any Party, regardless of which Party drafted it or caused its drafting.

4. Notices. Each Party shall deliver all communications in writing either in person, by certified or registered mail (return receipt requested and postage prepaid), by email, or by a recognized overnight courier service, and addressed to the other Parties as set forth below:

Idaho Humane Society
ATTN: Chief Executive Officer
4775 Dorman Street
Boise, Idaho 83705
jrosenthal@idahohumanesociety.org

City of Kuna
ATTN: City Clerk
751 W. 4th Street
Kuna, Idaho 83634
CityClerk@KunaID.gov

Ada County
Board of Ada County Commissioners
200 W. Front Street, Room 3255
Boise, Idaho 83702
BOCC1@adacounty.id.gov

City of Meridian
ATTN: City Clerk
Meridian City Hall
33 E. Broadway Avenue
Meridian, Idaho 83642
cityclerk@meridiantcity.org

City of Boise City

ATTN: City Clerk
150 N. Capitol Blvd.
P.O. Box 500
Boise, Idaho 83701-0500
cityclerk@cityofboise.org

A Party may change its notice address by notifying each other Party as described in this section.

5. Attorney's Fees. In the event of any dispute or litigation arising from this Agreement or its subject matter, the prevailing party in such dispute or litigation may recover its costs and reasonable attorneys' fees as may be provided by applicable Idaho law.

6. Assignment. Neither IHS nor a Public Agency may assign any of their rights or obligations under this Agreement without first obtaining the written consent of all the Parties.

7. Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Idaho. Venue for any action brought pursuant to this Agreement shall be in the Fourth Judicial District of the State of Idaho, in and for Ada County.

8. Non-Discrimination in Employment. In performing the services required herein, IHS or its sub-contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age, or disability. It is IHS's responsibility to ensure that its sub-contractor complies with this section.

9. Severability. Any section or provision of this Agreement that is held invalid by a court of competent jurisdiction shall be stricken, and the remainder of this Agreement shall continue in full effect.

10. Counterparts. The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed on and the same instrument.

11. Authority. By such person's signature below, the person executing this Agreement on behalf of a Party warrants that such person has authority to sign on behalf of that Party.

12. Approval Required. This Agreement shall not become effective or binding until approved and executed by each of the Public Agencies.

End of Agreement

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the authorized agent or representatives of the Public Agencies and IHS executed this Agreement and made it effective as hereinabove provided.

Idaho Humane Society, Incorporated:

By: _____
Dr. Jeff Rosenthal, Chief Executive Officer

Date: _____

Ada County:

By: _____
Kendra Kenyon, Commissioner

Date: _____

By: _____
Diana Lachiondo, Commissioner

Date: _____

By: _____
Rick Visser, Commissioner

Date: _____

ATTEST:

Phil McGrane, Ada County Clerk

Ada County Sheriff:

By: _____
Stephen Bartlett, Sheriff

Date: _____

ATTEST:

Ada County Sheriff Legal Counsel

City of Boise City:

By: David H. Bieter
David H. Bieter, Mayor

Date: September 24th, 2019



ATTEST:

Lynda Lowry
Lynda Lowry, *ex-officio* City Clerk

City of Kuna:

By: _____
Joe Stear, Mayor

Date: _____

ATTEST:

Chris Engels, City Clerk

City of Meridian:

By: _____
Tammy de Weerd, Mayor

Date: _____

ATTEST:

Chris Johnson, City Clerk

EXHIBIT A

Scope of Service

The terms and conditions contained in this scope of service are expressly made a part of this Animal Welfare and Enforcement Agreement:

I. Statutes and Ordinances; Public Agency Specific Scope of Service.

A. Statutes and Ordinances. IHS shall perform its duties under this Agreement in accordance with federal, state, and local laws and regulations.

B. Public Agency Specific Scope of Service.

- 1. Ada County Specific Scope of Service.** IHS shall be responsible for the enforcement of all animal regulatory ordinances of the County Code and applicable provisions of Idaho Code. IHS officers and/or its employees shall be appointed by the Ada County Sheriff as limited purpose deputies. In no event shall this appointment authorize such IHS officers and/or employees to make or effect arrests.
- 2. Boise City Specific Scope of Service.** IHS shall provide animal enforcement services to all areas, both public and private, within Boise's municipal boundaries, including all public parks, greenbelt, and Boise Foothills properties. Boise's internal animal enforcement officers shall solely be responsible for enforcing only dog leash, animal feces pick-up, and dog licensing violations that occur within the Boise City's public parks, greenbelt, and Boise Foothills properties.
- 3. Kuna Specific Scope of Service.** IHS shall provide animal enforcement services to all areas, both public and private, within Kuna's municipal boundaries. During the term of this Agreement, IHS shall serve as the Animal Control Agency and shall be responsible for the City of Kuna's Animal Control Ordinance, Chapter 3 of Title 10, Kuna City Code, except as otherwise expressly stated herein or as City of Kuna and IHS may otherwise agree in writing.
- 4. Meridian Specific Scope of Service.** IHS shall enforce Meridian City Code, Title 6, Chapter 2, and carry out the duties of the animal control officer as set forth therein, including, without limitation: seizing and impounding animals that are at large and unattended in city limits; seizing, impounding, and euthanizing animals in accordance with IHS policies and the provisions of Meridian City Code; removing and properly disposing of the carcass of any dead animal found in any public place; declaring that an animal is abandoned; deciding whether an abandoned animal shall be euthanized or made available for adoption; declaring that a dog is a vicious dog; issuing uniform citations for violations of Meridian City Code; and providing the Meridian City animal shelter, to include adequate physical accommodations, materials, and staffing to provide basic housing, feeding, watering, vaccination, and supervision of animals impounded therein.

II. Animal Code Enforcement. IHS shall act as the limited agent for each Public Agency in enforcing applicable animal provisions of that Public Agency's codes and shall be responsible for selecting

and training qualified animal enforcement and administration officers and employees to carry out these services.

A. General Enforcement.

1. **General Hours and Days of Service.** Enforcement services shall operate seven (7) days per week, from 8:00 a.m. to 7:00 p.m.
2. In performing duties under Section I of this Scope of Service:
 - a. IHS shall timely investigate all calls for animal enforcement service, and as contemporaneously as possible, draft clear and complete reports sufficient to support the prosecution of the offense.
 - b. IHS shall collect available evidence at the time of investigation and shall include it with the corresponding reports as may be necessary.
 - c. IHS shall timely file all citations and reports with the Court and/or the Public Agencies as appropriate.
 - d. Upon request by a Public Agency, IHS shall timely provide the Public Agency the citation, reports, or evidence.
 - e. IHS shall appear on time for all court hearings and trials and shall be fully prepared to testify, including, without limitation: having reviewed all relevant reports, audio recordings, video recordings, and other records and evidence in regard to which the subpoenaed IHS employee may be asked to testify.
 - f. For any cases involving animal cruelty and nuisance violations (i.e., bites, barking, aggressive behavior, etc.) the investigating IHS Animal Control Officer shall search IHS's internal case management database for any prior incidents involving the same suspect animal-owner and/or animal. If prior incidents are discovered, a reference to such priors shall be included in the current investigation report.
 - g. IHS officers and/or employees shall obey subpoenas and notify the relevant Public Agency at the earliest opportunity of any scheduling conflicts that may prevent the appearance of a subpoenaed IHS employee at a scheduled court date or meeting.
 - h. The Public Agencies shall notify IHS at the earliest opportunity of any changes, delays, or cancellations of any court hearings or meetings to which the IHS employee is subpoenaed or scheduled to attend.
 - i. IHS shall provide to each Public Agency an accurate telephone contact list containing the names, titles and direct office telephone numbers of IHS CEO, CFO, Director of Animal Control, Dispatch and Night Dispatch, and the work cell phone numbers, if any, for all Animal Control Officers. IHS shall provide the Public Agencies updated contact lists within thirty (30) days of any changes.
 - j. All IHS staff, including, without limitation: Animal Control Officers, and animal welfare dispatch staff, shall return all telephone messages and emails within forty-eight (48) hours of receipt of the message or email.

- k. All Public Agencies shall return all telephone messages and emails from IHS employees within forty-eight (48) hours of receiving the message or email.

B. Emergency Services.

1. **Hours and Days of Emergency Services.** Emergency services shall operate twenty-four (24) hours per day, seven (7) days per week.
2. **Staffing.** IHS employee staffing levels shall be sufficient to provide on-going emergency services to the Public Agencies. For purposes of this Agreement, "Emergency Services" shall include field calls for the following:
 - a. Injured stray dog or cat;
 - b. Dog bite or cat bite with animal still at-large;
 - c. Dog bite of such severity to require quarantine of the animal;
 - d. Vicious or threatening dog with the dog still at-large, constituting a threat to persons or domesticated animals;
 - e. Animal, caught in a trap that is making a disturbance, or that is injuring itself;
 - f. Dog, cat, or livestock causing traffic safety issue;
 - g. Animal cruelty violations;
 - h. Dangerous animal at-large;
 - i. Exotic animals and wildlife;
 - j. Multiple calls received on the same non-emergency animal-related problem (IHS officer to be on-call, and police dispatch will evaluate the circumstances to determine whether to respond); and
 - k. Request from a law enforcement agency, received after the hours of regular enforcement services, for assistance with an animal.

C. IHS Employee Training.

1. **New Hires.** All new IHS Animal Control Officers and Dispatchers shall be provided adequate training by IHS. Such professional training shall include, without limitation: citation writing, incident report writing, witness interviewing and investigation skills, evidence collection, case management, preparation for court appearances, and court testimony.
2. **On-Going Training.** IHS shall provide on-going training to its IHS Animal Control Officers and Dispatchers for any gaps in skill sets and to address issues raised by the Public Agencies regarding the performance of humane services by IHS in their jurisdictions.

III. Animal Welfare Services. IHS shall provide animal welfare services within the respective territorial limits of each Public Agency, including investigating complaints, responding to calls for service, patrolling (as time and personnel permit), issuing citations to suspected violators and following through by appearing to testify in court as appropriate, apprehending and impounding stray and other animals, picking up dead or injured animals within the public areas within the respective territorial limits of each Public Agency.

A. General Animal Welfare Services. IHS employee staffing levels shall be sufficient to provide the on-going general animal welfare services within the jurisdictions of the Public Agencies as follows:

1. Impoundment of free-roaming animals to protect the public from animal attacks, bites, and accidents caused by such free-roaming animals.
2. Protection of public health through animal disease surveillance in conjunction with the Idaho Department of Health and Welfare.
3. Quarantine of disease-suspect and bite case animals.
4. Participation in local disaster planning to address animal-related issues.
5. Protection of animals by:
 - a. enforcement of cruelty to animals' statutes and codes;
 - b. transport of strays to IHS's shelter; and
 - c. the transport of injured animals to IHS's veterinary hospital or other critical care facilities.
6. Removal and disposition of dead animals, whether wild or domesticated, from public areas of the Public Agencies' jurisdictions.
7. Coordination with appropriate governmental agencies, private entities, and volunteer service groups to respond to reports of injured wild animals and provide transportation of such animals to veterinary hospitals or local wild animal rehabilitation facilities. IHS to act as a liaison in these cases (rather than referring the public to a different agency or entity) to create a great customer service experience and to ensure that animals are safe.
8. The provision of field services include, without limitation, responding to the following complaints and calls for service:
 - a. dog at large;
 - b. trapped dog (or other animals);
 - c. livestock at large;
 - d. excessive dog barking;
 - e. unlicensed dog;

- f. dog or cat without rabies vaccination;
- g. dogs threatening a person or domestic animal;
- h. dog or cat bite;
- i. injured or sick stray dog, cat, or other animals (including wild animals);
- j. abandoned or mistreated animal;
- k. negligently confined animal;
- l. animal cruelty or neglect;
- m. dead dog, cat, or other animals (including wild animals);
- n. private kennel inspection;
- o. prohibited or dangerous mammal or reptile investigation; and
- p. unsanitary premises (*e.g.*, excessive animal waste inspection).

B. Shelter Services.

1. **Hours and Days of Shelter Services.** Shelter Services shall be open to the public seven (7) days per week from 10:00 a.m. to 6:00 p.m.
2. IHS employee staffing levels shall be sufficient to provide the on-going shelter services for the Public Agencies. For purposes of this Agreement, "Shelter Services" shall include:
 - a. Maintaining a lost and found program for animals.
 - b. Holding stray or lost animals in accordance with the applicable Public Agency's ordinance.
 - c. Examining stray and lost animals for licenses or identification chips, and if a license or chip is found, to make a reasonable attempt to return such animal to its owner.
 - d. Coordinating with IHS's veterinary clinic to ensure that all dogs and cats are spayed or neutered prior to adoption.

C. Inspection of Breeding Operations. IHS shall assist in the inspection of breeding operations, pet stores, and vendors of pets for compliance with any Public Agency's applicable ordinances.

IV. Promotion of Responsible Animal Ownership.

A. Promotion of Animal Code Compliance. IHS shall provide services designed to support the goal of responsible animal ownership in the respective territorial limits of each Public Agency, including, without limitation, public information and education, making recommendations for needed changes in policies, fees, ordinances and legislation, and other community animal welfare matters. IHS shall strive to reduce animal-related violations and increase voluntary compliance with animal-related provisions. This goal may be achieved by vigorous and prompt

animal code enforcement, public education, and positive reinforcement for responsible pet owners who abide by the law.

- B. Reduction in Surrender, Impoundment, and Euthanization of Animals.** The Parties shall seek to reduce the number of animals surrendered and impounded at the IHS shelter and subsequently euthanized. For purposes of this Scope of Service and the underlying Agreement, an “Impounded Animal” is any animal picked up by IHS, a Public Agency, or a private citizen and then delivered to IHS.
- C. Humane Education Classes.** IHS shall provide court-ordered humane animal education classes to individuals convicted of animal cruelty and neglect regularly (no less frequently than every sixty (60) days). IHS may charge a fee for such humane animal education classes, which is paid by the individuals who attend such classes.
- D. Promote Animal Adoptions; Spay and Neuter.** To maximize the live-release rate of animals, IHS will make reasonable efforts to promote animal adoptions. IHS shall continually educate the public (with special educational outreach provided by IHS to local youth) regarding the benefits of spaying or neutering pets.
- E. Promote Dog License Code Compliance.** IHS shall promote citizen compliance with each Public Agencies’ dog license ordinance provisions through participation in and cooperation with such Public Agencies’ licensing programs.
- F. IHS Recommendations to Public Agencies.** IHS may provide one or more Public Agency with written recommendations for amendments to such Public Agency’s animal-related ordinances in writing. Whether to accept and adopt such recommendations is in the sole discretion of each Public Agency.

V. Recordkeeping; Reports and Documentation; Operating Procedures.

- A. Recordkeeping.** IHS shall prepare and maintain complete and accurate records regarding the performance of Scope of Services, including, without limitation, detailed annual operating expenses records and the disposition of Impounded Animals. IHS shall account for services under this Agreement separately from other functions to the extent administratively feasible and shall provide a reasonable basis for allocated costs.
 - 1. Operating Expense Records.** IHS shall maintain accurate and complete records of its operating expenses in connection with the Scope of Services. The records shall be maintained in such a manner that IHS can provide information about its animal enforcement operating expenses separately from its other operations for the Public Agencies.
 - 2. Fees Reconciliation Records.** IHS shall maintain accurate and complete records of the fees it collects on behalf of each of the Public Agencies. Each year as part of its annual report to the Public Agencies, IHS shall accurately reconcile all the fees on behalf of each Public Agency for the purpose of calculating the offset amount of each Public Agency’s paid portion of IHS’s annual operating expenses.
- B. Annual Report.** IHS shall provide a written annual report, no later than January 31st of each year to each of the Public Agencies. The annual report shall be written in the format provided in Schedule 1, attached hereto and incorporated by reference, and share information regarding

IHS's operational expenses, collection and reconciliation of fees, provided service levels, and education efforts provided to the Public Agencies for the prior twelve (12) months. IHS shall maintain books, records, reports, and accounts adequate to allow the auditor to fully evaluate, assess and audit IHS's performance of the Scope of Service, as provided further in Section E of the Agreement.

- 1. In-Person Presentation to Public Agencies.** Any of the Public Agencies may request IHS to present the annual report or a subsequent report to its governing body (i.e., Mayor and City Council or Board of County Commissioners) at a public meeting. The in-person presentation shall occur within thirty (30) days of the request.
- 2. Target Service Levels Documentation.** Part of the annual report to each Public Agency shall include documentation showing the current service levels in each Public Agencies' jurisdiction in comparison to a three-year average baseline and provide projected target service levels for the next twelve (12) months. The documentation shall include statistical information with respect to the following services:
 - a. number of field calls within the jurisdictions of the Public Agencies, sorted by call category;
 - b. IHS shall make available to the Public Agencies the raw data of IHS Animal Control Officer response times to the calls for service upon request. Beginning from January 1, 2020, IHS shall calculate and provide the average response times to calls for service within the jurisdiction of each of the Public Agencies;
 - c. number of citations issued for animal code violations;
 - d. number of reports written and routed for prosecutor screening;
 - e. number of Impounded Animals;
 - f. number of days Impounded Animals were boarded;
 - g. number of Impounded Animals returned to the owner;
 - h. number of animals adopted;
 - i. number of dog licenses sold by IHS;
 - j. number of spay and neuter procedures performed;
 - k. number of volunteer hours logged;
 - l. number of animals fostered; and
 - m. number of live-release rates for dogs and cats.

C. Requested Reports and Documentation. Any of the Public Agencies may request that IHS provide reports or documentation in addition to the annual report as may be necessary to assist the Public Agency in its fiscal year-end budgeting process. IHS shall timely respond to all Public Agency requests for additional reports and documents; which requests shall not be made more frequently than once every three (3) months by any Public Agency.

- D. Exchange of Information.** The Parties shall look at opportunities to share information to ensure appropriate and accurate allocation of program costs to contracting Public Agencies. Through this exchange of information, the Parties intend to better monitor IHS's performance of services for greater efficiency and quantifiably improved customer service.
- E. Standard Operating Procedures.** IHS shall develop internal standard operating procedures and policies ("SOPs") related to the services provided under this Agreement. All applicable IHS employees are to be trained on these SOPs. Upon request, IHS shall produce a current and accurate written copy of these SOPs.

SCHEDULE 1

FORM OF ANNUAL REPORT

Idaho Humane Society Annual Statistics
Date: January ____, 20__

	Ada County	Kuna	Boise	Meridian	Combined Total
City/County Field Calls divided by category:					
Aggressive					
Attack					
Barking					
Bite					
Dead/Injured					
Dog at Large					
Large/Small Animal Cruelty/Neglect					
Miscellaneous					
Pickup-Cat					
Pickup-Dog					
Total amount of calls					
IHS average response times to Calls for Service					
Number of citations issued for Animal Code violations					
Number of reports written and routed for prosecution					
Number of animals handled					
Number of animals impounded					
Average number of boarded days per animal					
Number of animals returned to owner					
Live-Release rate total					
Cats					
Dogs					
Number of spay/neuter procedures performed					
Number of animals fostered					
Number of animals adopted					
Number of city licenses sold by IHS					
Number of volunteer hours logged					

Signature

Date

SCHEDULE 2

DOG LICENSING FEES PER PUBLIC AGENCY

The animal licensing fees that IHS collects on behalf of each of the Public Agencies shall be collected, applied, or remitted as follows:

- A. **Ada County:** IHS shall administer, operate, and manage the sale of dog and household pet licenses pursuant to Title 5, Chapter 7, Ada County Code, and the terms of this Agreement, as follows:
 - 1. For administering, operating, and managing such licensing program, IHS shall be entitled to retain any and all revenue generated from the sale of such licenses that IHS collects on Ada County's behalf.

SCHEDULE

2. To ensure recordkeeping accuracy, IHS shall be the sole supplier of the dog and household pet licenses issued pursuant to Title 5, Chapter 7, Ada County Code.
 3. IHS shall charge fees for the licenses as set forth in Title 5, Chapter 7, Ada County Code.
 4. IHS shall submit, to the Board of Ada County Commissioners, quarterly reports stating that number of licenses sold, and the revenues generated pursuant to this Agreement.
 5. All information relating to the licensing of animals pursuant to the Ada County Code and this Agreement, including, but not limited to, the name and address of the owner, and the breed of dog, shall be and remain the property of Ada County. Upon termination or non-renewal of this Agreement, IHS immediately shall provide all such information to the Board of Ada County Commissioners.
- B. Boise:** IHS shall collect animal licensing fees for all the licenses IHS sells on Boise City's behalf and remit the accrued fee amounts to Boise every two (2) weeks throughout the Term of this Agreement.
- C. Kuna:** IHS shall have a non-exclusive right to collect animal licensing and impound fees according to the fee schedule adopted by the Kuna City Council. For all the licenses and impound fees IHS collects on behalf of the City of Kuna, IHS shall remit the accrued fee amounts to the City of Kuna on or before the thirtieth (30th) day of each calendar month during the Term of this Agreement.
- D. Meridian:** The City of Meridian hereby authorizes and empowers IHS to issue dog licenses on behalf of Meridian in accordance with all applicable provisions of Meridian City Code and the following terms:
1. **Issuance of dog licenses:** IHS shall issue dog licenses only after verification of compliance with all provisions of Meridian City Code section 6-2-3(A)(2), including, but not limited to:
 - a. Verification that the owner of any dog to be licensed is eligible for the license fee sought to be paid, *i.e.*, whether dog to be licensed is neutered or spayed; whether dog owner/user is visually or hearing impaired or disabled; whether dog owner is training such dog as seeing eye, hearing ear, or guide dog; and/or whether replacement license tag will indeed replace validly issued, lost tag.
 - b. Collection of appropriate license fee.
 2. **Rabies education.** IHS shall provide to each dog owner to whom a dog license is issued written information regarding the importance of vaccinating dogs against rabies.
 3. **Official log:** IHS shall keep an official, monthly, written log of all dog licenses issued by IHS on the form provided by City and shall keep such written log complete and current at all times.
 4. **Administrative fee:** City hereby authorizes IHS to collect and keep an administrative fee of fifty percent (50%) of the amount of each dog license fee collected on City's behalf.
 5. **Monthly submission to City Clerk:** City shall provide dog license tags to IHS. At the end of each month during the term of this Agreement, IHS shall submit to the Meridian City Clerk:
 - a. All dog license fees collected by IHS on City's behalf; and

**RESOLUTION NO. R75-2019
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 BILTMORE COMPANY, 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 BILTMORE COMPANY, LLC, attached hereto as EXHIBIT A.

PASSED BY THE COUNCIL of Kuna, Idaho this 15th day of October, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 15th day of October, 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**
 [Dynamite Subdivision]

PARTIES:

Biltmore Company, LLC , an Idaho limited liability company	<i>Grantor</i>	1548 W. Cayuse Creek Dr. Suite 100 Meridian, ID 83646
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 BILTMORE COMPANY, LLC, an Idaho limited liability company, Grantor (hereinafter referred to as "Grantor"), whose address is 1548 W. Cayuse Creek Dr., Suite 100, Meridian, ID 83646, 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

DEED OF PUBLIC UTILITIES EASEMENTS, DYNAMITE SUB, GRANT AND CONVEYANCE OF UTILITY PIPELINES and GRANTEE ACCEPTANCE.

herein provided unless the context of the term clearly requires otherwise as follows:

- 1.1 **Deed of Easements:** 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 BILTMORE COMPANY, LLC, an Idaho limited liability company, whose address is 1548 W. Cayuse Creek Dr., Suite 100, Meridian, ID 83646, 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 properties more particularly described in Exhibit A, Exhibit B and Exhibit C 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 Easements rights granted and conveyed herein, the Grantee, or its assigns, will not unreasonably interfere with the normal use of the real property within which they lie and will, at its sole cost and expense and with due diligence, restore the real property within which they lie to their 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 this Public Utility Easements is 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 of Easements has 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:
BILTMORE COMPANY, LLC

By: 
Kevin Amar, *Manager*

EASEMENT __**DESCRIPTION FOR
CITY OF KUNA SEWER AND WATER EASEMENT
DYNAMITE DEVELOPMENT**

A portion of the SW1/4 of the SE1/4 of Section 14, T.2N., R.1W., B.M., Kuna, Ada County, Idaho more particularly described as follows:

Commencing at the S1/4 corner of said Section 14 from which the SE corner of said Section 14 bears South 89°51'38" East, 2642.75 feet;

thence along the South boundary line of said Section 14 South 89°51'38" East, 1314.32 feet;

thence leaving said South boundary line North 00°07'50" East, 25.00 feet to the **REAL POINT OF BEGINNING**;

thence North 89°51'38" West, 21.00 feet;

thence North 00°07'50" East, 144.50 feet;

thence North 89°51'35" West, 63.86 feet;

thence South 00°00'04" East, 10.00 feet;

thence North 89°51'35" West, 10.00 feet;

thence North 00°00'04" West, 10.00 feet;

thence North 89°51'35" West, 85.18 feet;

thence South 00°08'22" East, 30.37 feet;

thence North 90°00'00" West, 18.08 feet;

thence North 00°08'22" East, 30.40 feet;

thence North 89°51'32" West, 101.81 feet;

thence South 00°01'17" East, 144.50 feet;

thence North 89°51'38" West, 10.00 feet;

thence North 00°01'17" West, 144.58 feet;

thence North 89°57'57" West, 114.23 feet;

thence South 00°08'22" East, 30.43 feet;

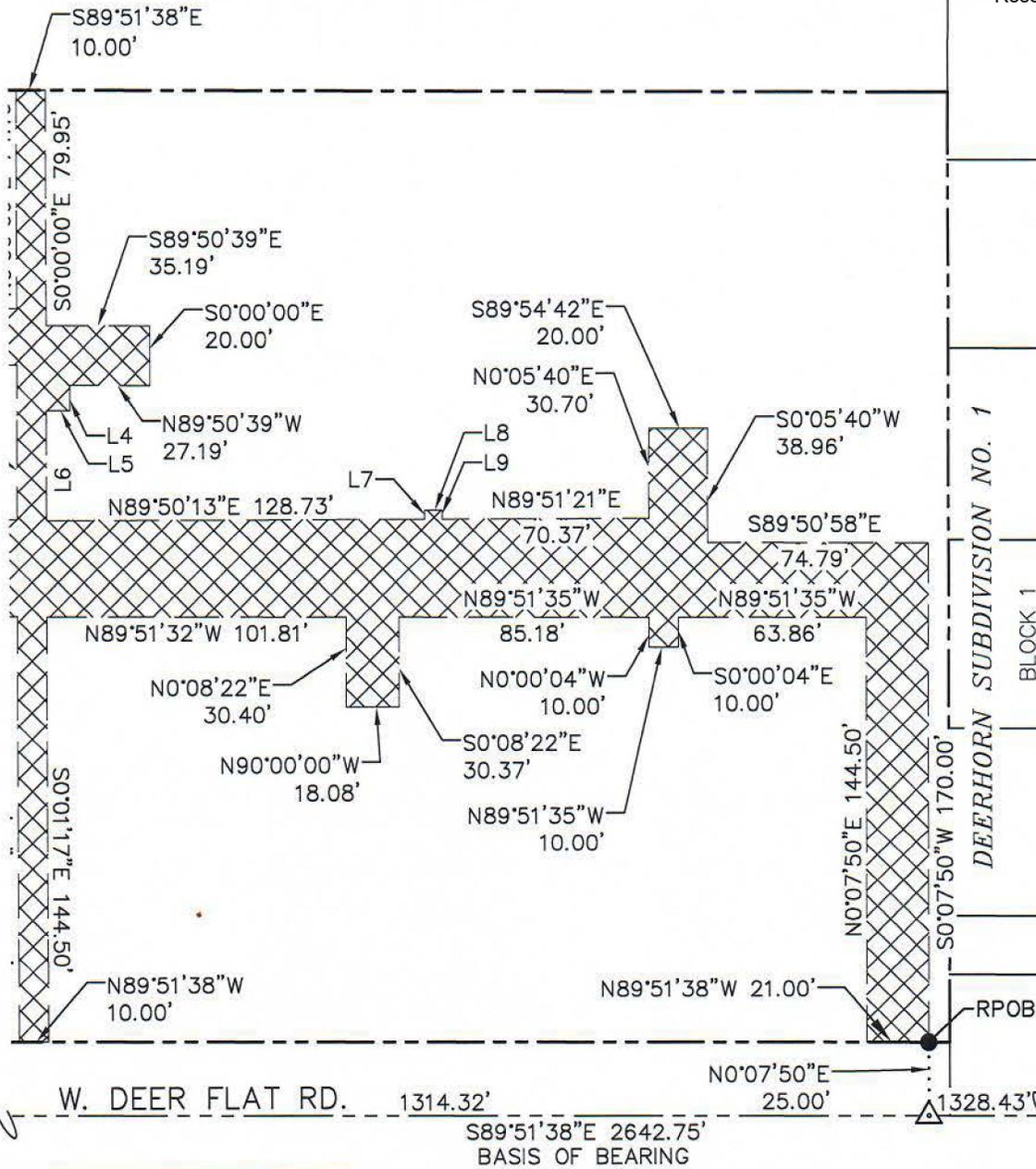
thence North 89°13'08" West, 18.09 feet;
thence North 00°08'22" East, 30.35 feet;
thence North 89°51'34" West, 112.88 feet;
thence South 00°00'00" East, 31.75 feet;
thence North 90°00'00" West, 4.00 feet;
thence North 00°00'00" East, 64.76 feet;
thence South 89°52'57" East, 27.69 feet;
thence North 00°05'40" East, 30.53 feet;
thence South 89°54'20" East, 18.00 feet;
thence South 00°05'40" West, 30.54 feet;
thence South 89°50'29" East, 55.16 feet;
thence North 00°26'44" West, 3.00 feet;
thence South 89°51'38" East, 6.00 feet;
thence South 00°26'44" East, 3.00 feet;
thence South 89°52'35" East, 142.16 feet;
thence North 00°00'43" West, 52.26 feet;
thence North 89°51'44" West, 46.98 feet;
thence North 00°08'16" East, 19.05 feet;
thence South 89°51'38" East, 46.95 feet;

thence North 00°00'00" East, 74.16 feet to a point on the exterior boundary line of Saratoga Subdivision as filed in Book 76 of Plats at Pages 7878 through 7879, records of Ada County, Idaho;

thence along said exterior boundary line South 89°51'38" East, 10.00 feet;
thence leaving said exterior boundary line South 00°00'00" East, 79.95 feet;
thence South 89°50'39" East, 35.19 feet;
thence South 00°00'00" East, 20.00 feet;

thence North 89°50'39" West, 27.19 feet;
thence South 00°00'00" East, 8.53 feet;
thence North 90°00'00" West, 8.00 feet;
thence South 00°00'00" East, 37.30 feet;
thence North 89°50'13" East, 128.73 feet;
thence North 00°08'22" East, 2.98 feet;
thence North 89°50'58" East, 5.98 feet;
thence South 00°09'07" East, 2.99 feet;
thence North 89°51'21" East, 70.37 feet;
thence North 00°05'40" East, 30.70 feet;
thence South 89°54'42" East, 20.00 feet;
thence South 00°05'40" West, 38.96 feet;
thence South 89°50'58" East, 74.79 feet;
thence South 00°07'50" West, 170.00 feet to the **REAL POINT OF BEGINNING.**

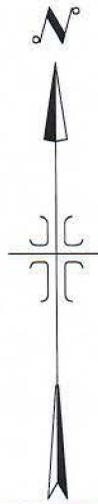




DEERHORN SUBDIVISION NO. 1
BLOCK 1

1/4 S.14 S.23 W. DEER FLAT RD. 1314.32' S89°51'38"E 2642.75' BASIS OF BEARING N0°07'50"E 25.00' 1328.43' S.14 S.13 S.23 S.24

LINE TABLE		
LINE	LENGTH	BEARING
L1	3.00	N0°26'44"W
L2	6.00	S89°51'38"E
L3	3.00	S0°26'44"E
L4	8.53	S0°00'00"E
L5	8.00	N90°00'00"W
L6	37.30	S0°00'00"E
L7	2.98	N0°08'22"E
L8	5.98	N89°50'58"E
L9	2.99	S0°09'07"E



SCALE: 1" = 60'

P:\Dynamite Sub (TNT Sub) 18-092\dwg\Dynamite SEW Easement.dwg 10/2/2019 1:05:32 PM

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT ___ DRAWING FOR
CITY OF KUNA SEWER & WATER EASEMENT
DYNAMITE DEVELOPMENT

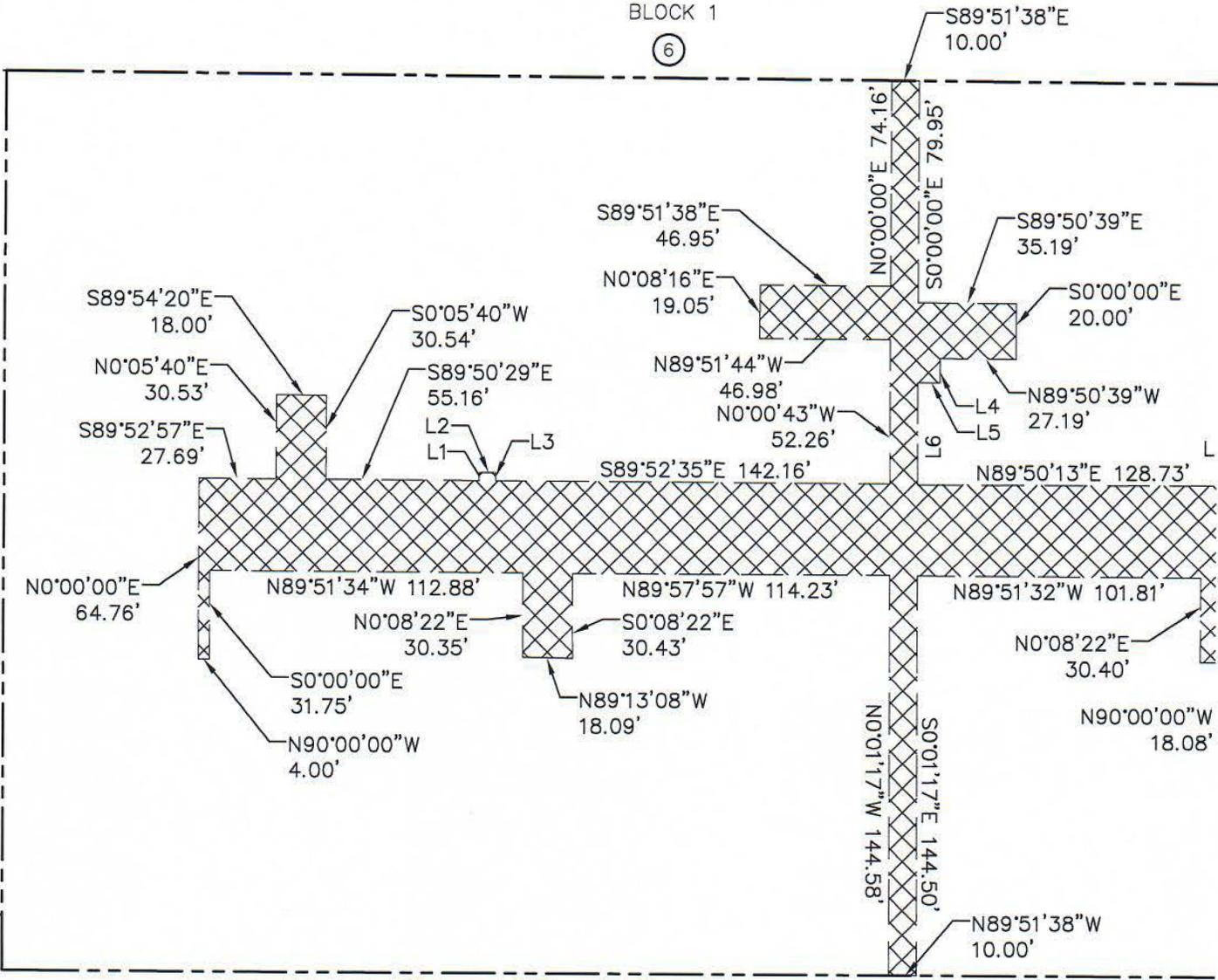
LOCATED IN THE SW ¼ OF THE SE ¼ OF SECTION 14, T.2N.,
R.1W., B.M., KUNA, ADA COUNTY, IDAHO

JOB NO.
18-092
SHEET NO.
1 of 2
DWG. DATE
9/24/2019

SARATOGA SUBDIVISION

BLOCK 1

6



SCALE: 1" = 60'

P:\Dynamite Sub (TNT Sub) 18-092\dwg\Dynamite SEW Easement.dwg 10/2/2019 1:08:09 PM

IDAHO SURVEY GROUP, LLC
 9955 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 846-8570

EXHIBIT ___ DRAWING FOR
CITY OF KUNA SEWER & WATER EASEMENT
DYNAMITE DEVELOPMENT

LOCATED IN THE SW ¼ OF THE SE ¼ OF SECTION 14, T.2N.,
 R.1W., B.M., KUNA, ADA COUNTY, IDAHO

JOB NO. 18-092
SHEET NO. 2 of 2
DWG. DATE 9/24/2019

EASEMENT __**DESCRIPTION FOR
CITY OF KUNA PRESSURE IRRIGATION EASEMENT
550 W DEER FLAT RD**

A portion of the SW1/4 of the SE1/4 of Section 14, T.2N., R.1W., B.M., Kuna, Ada County, Idaho more particularly described as follows:

Commencing at the S1/4 corner of said Section 14 from which the SE corner of said Section 14 bears South 89°51'38" East, 2642.75 feet;

thence along the South boundary line of said Section 14 South 89°51'38" East, 1314.47 feet to the SW corner of DeerHorn Subdivision No. 1 as filed in Book 79 of Plats at Pages 8506 through 8508, records of Ada County, Idaho;

thence along the West boundary line of said DeerHorn Subdivision No. 1 North 00°03'09" East, 48.00 feet to the **REAL POINT OF BEGINNING**;

thence leaving said West boundary line North 89°51'38" West, 521.91 feet;

thence North 00°03'09" East, 95.00 feet;

thence North 89°51'38" West, 114.09 feet to a point on the East boundary line of Saratoga Subdivision as filed in Book 76 of Plats at Pages 7878 through 7879, records of Ada County, Idaho;

thence along the exterior boundary line of said Saratoga Subdivision for the following two (2) courses and distances:

thence North 00°03'09" East, 205.00 feet;

thence South 89°51'38" East, 636.00 feet a point on the West boundary line of said DeerHorn Subdivision No. 1;

thence along said West boundary line South 00°08'22" West, 10.00 feet;

thence leaving said West boundary line North 89°51'38" West, 625.99 feet;

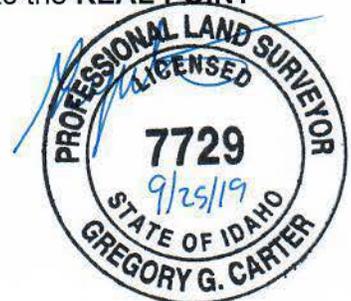
thence South 00°03'09" West, 185.00 feet;

thence South 89°51'38" East, 114.09 feet;

thence South 00°03'09" West, 95.00 feet;

thence South 89°51'38" East, 511.94 feet a point on the West boundary line of said DeerHorn Subdivision No. 1;

thence said West boundary line South 00°15'09" West, 10.00 feet to the **REAL POINT OF BEGINNING**.



SARATOGA
SUBDIVISION
BLOCK 1

①

N0°03'09"E 205.00'
S0°03'09"W 185.00'

S89°51'38"E 114.09'

N89°51'38"W 114.09'

N0°03'09"E 95.00'
S0°03'09"W 95.00'

S89°51'38"E 636.00'

N89°51'38"W 625.99'

S0°08'22"W
10.00'

DEERHORN SUBDIVISION NO. 1
BLOCK 1

S0°15'09"W
10.00'

S89°51'38"E 511.94'

N89°51'38"W 521.91'

N0°03'09"E
48.00'

N. LINDER RD.

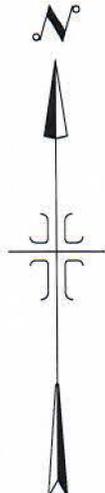
1/4 S.14
S.23

1321.47'

W. DEER FLAT RD.

S89°51'38"E 2642.75'
BASIS OF BEARING

S.14 S.13
S.23 S.24



SCALE: 1" = 60'



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IDAHO
SURVEY
GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT ___ DRAWING FOR
PRESSURE IRRIGATION EASEMENT
550 W DEER FLAT RD

LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 14, T.2N.,
R.1W., B.M., KUNA, ADA COUNTY, IDAHO

JOB NO.
18-092

SHEET NO.
1

DWG. DATE
9/25/2019

EASEMENT __**DESCRIPTION FOR
CROSS ACCESS EASEMENT
DYNAMITE SUBDIVISION**

A portion of the SW1/4 of the SE1/4 of Section 14, T.2N., R.1W., B.M., Kuna, Ada County, Idaho more particularly described as follows:

Commencing at the S1/4 corner of said Section 14 from which the SE corner of said Section 14 bears South 89°51'38" East, 2642.75 feet;

thence along the South boundary line of said Section 14 South 89°51'38" East, 967.28 feet;

thence leaving said South boundary line North 00°08'22" East, 48.00 feet to the **REAL POINT OF BEGINNING**;

thence continuing North 00°08'22" East, 73.99 feet;

thence 37.64 feet along the arc of a non-tangent curve to the right, said curve having a radius of 73.00 feet, a central angle of 29°32'30" and a long chord which bears North 45°32'31" West, 37.22 feet;

thence North 89°51'38" West, 141.31 feet;

thence South 00°03'09" West, 5.00 feet;

thence North 89°51'38" West, 25.91 feet;

thence North 00°08'22" East, 3.63 feet;

thence North 44°51'38" West, 19.00 feet;

thence North 45°08'22" East, 11.93 feet;

thence North 00°08'22" East, 54.50 feet;

thence South 89°51'38" East, 172.21 feet;

thence 35.90 feet along the arc of a non-tangent curve to the right, said curve having a radius of 73.00 feet, a central angle of 28°10'44" and a long chord which bears North 45°08'22" East, 35.54 feet;

thence North 00°08'22" East, 86.21 feet;

thence South 89°51'38" East, 25.00 feet;

thence North 00°08'22" East, 3.00 feet;

thence South 89°51'38" East, 25.00 feet;

thence South 00°08'22" West, 3.00 feet;

thence South 89°51'38" East, 25.00 feet;

thence South 00°08'22" West, 86.21 feet;

thence 35.90 feet along the arc of a non-tangent curve to the right, said curve having a radius of 73.00 feet, a central angle of 28°10'44" and a long chord which bears South 44°51'38" East, 35.54 feet;

thence South 89°51'38" East, 156.21 feet;

thence South 00°08'22" West, 25.50 feet;

thence South 89°51'38" East, 5.00 feet;

thence South 00°08'22" West, 24.00 feet;

thence North 89°51'38" West, 5.00 feet;

thence South 00°08'22" West, 25.50 feet;

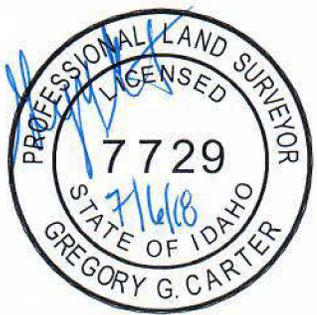
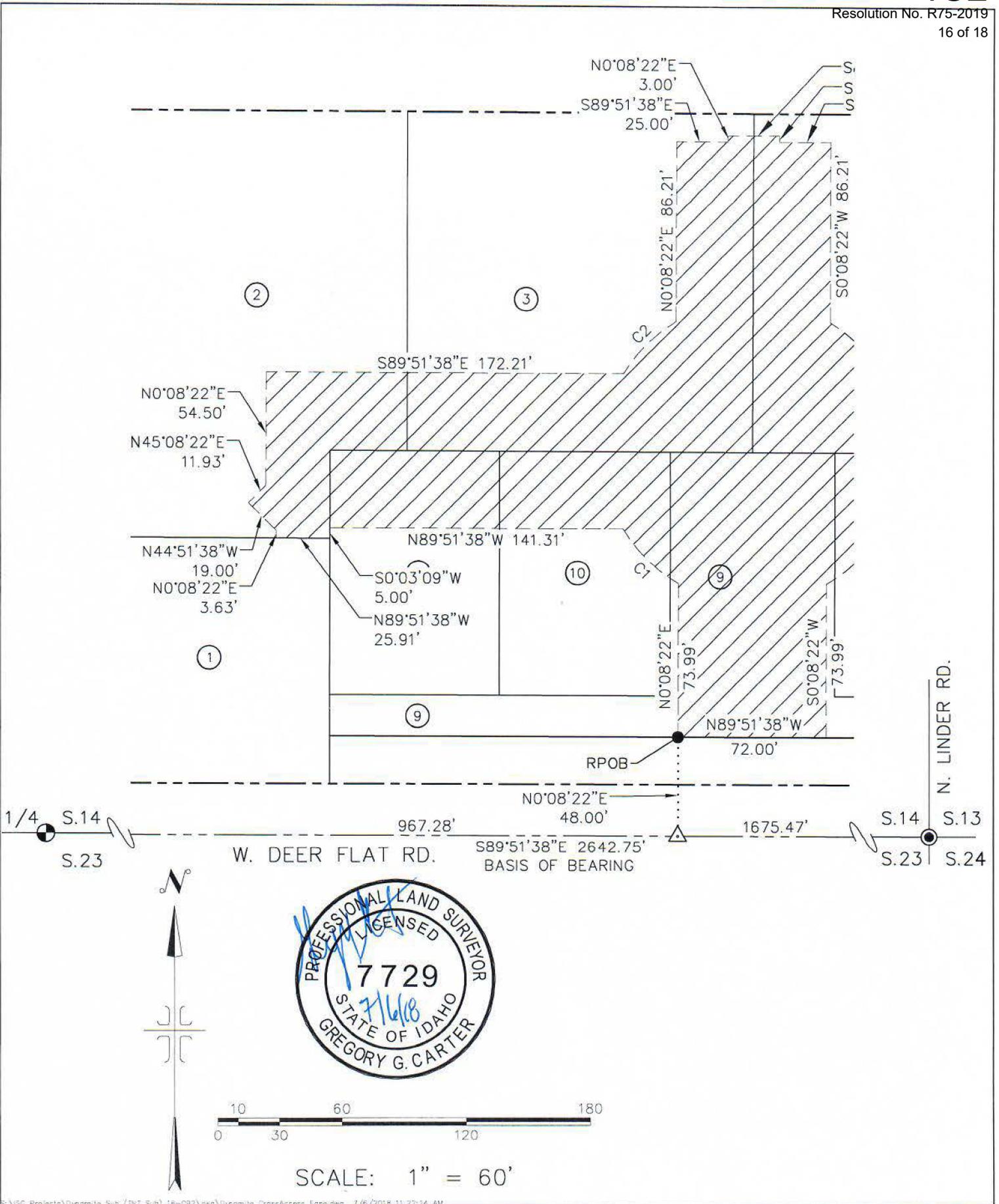
thence North 89°51'38" West, 156.21 feet;

thence 37.64 feet along the arc of a non-tangent curve to the right, said curve having a radius of 73.00 feet, a central angle of 29°32'30" and a long chord which bears South 45°49'14" West, 37.22 feet;

thence South 00°08'22" West, 73.99 feet;

thence North 89°51'38" West, 72.00 feet to the **REAL POINT OF BEGINNING**.





SCALE: 1" = 60'

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ISG IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

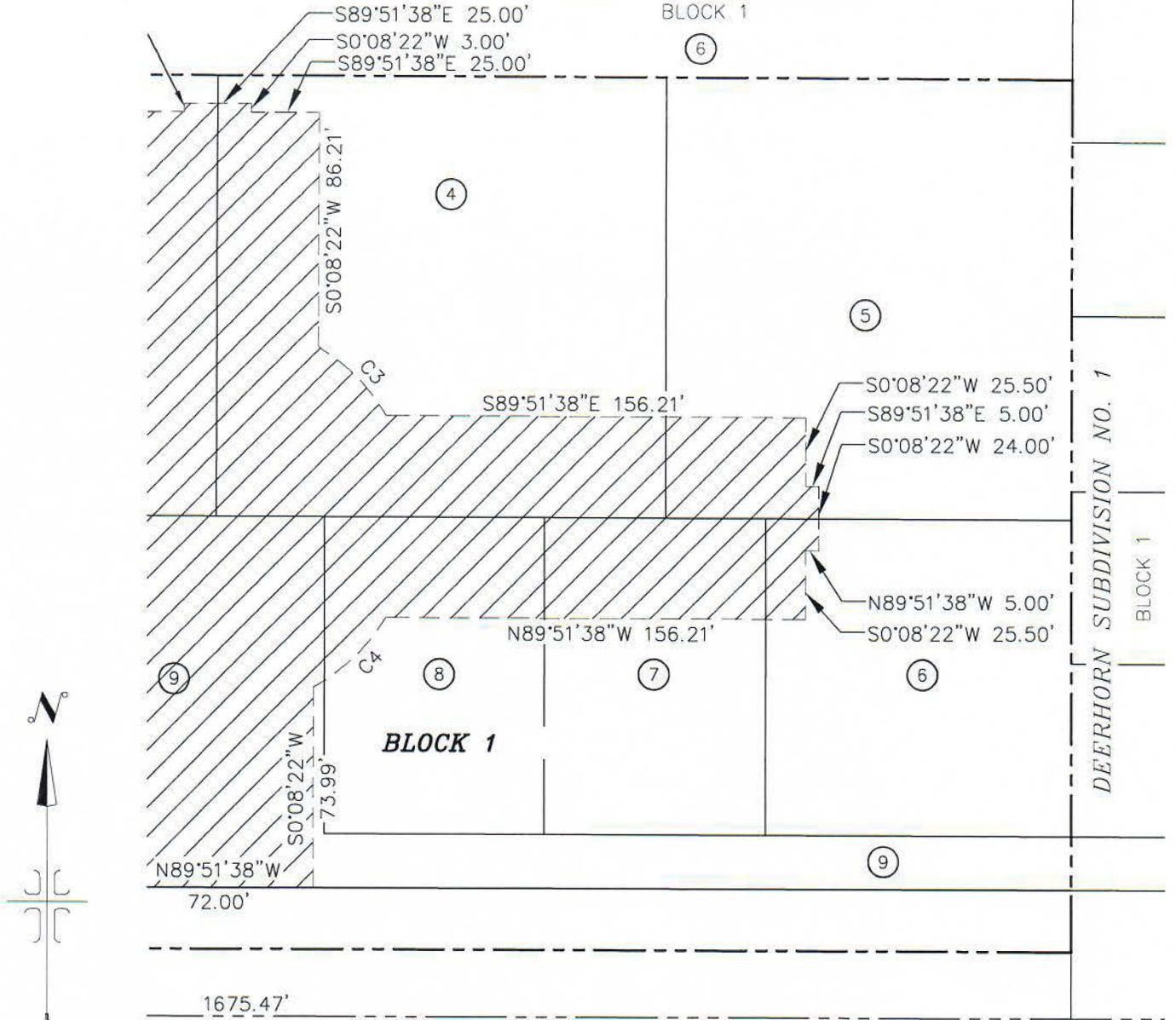
EXHIBIT __ DRAWING FOR
CROSS ACCESS EASEMENT
DYNAMITE SUBDIVISION

LOCATED IN THE SW ¼ OF THE SE ¼ OF SECTION 14, T.2N.,
R.1W., B.M., KUNA, ADA COUNTY, IDAHO

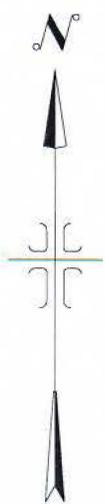
JOB NO. 18-092
SHEET NO. 1 of 2
DWG. DATE 6/28/2018

SARATOGA SUBDIVISION

BLOCK 1



1675.47'



SCALE: 1" = 60'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	73.00	37.64	37.22	N45°32'31"W	29°32'30"
C2	73.00	35.90	35.54	N45°08'22"E	28°10'44"
C3	73.00	35.90	35.54	S44°51'38"E	28°10'44"
C4	73.00	37.64	37.22	S45°49'14"W	29°32'30"

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ISG IDAHO SURVEY GROUP, LLC
 9955 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 846-8570

EXHIBIT ___ DRAWING FOR
 CROSS ACCESS EASEMENT
 DYNAMITE SUBDIVISION
 LOCATED IN THE SW ¼ OF THE SE ¼ OF SECTION 14, T.2N.,
 R.1W., B.M., KUNA, ADA COUNTY, IDAHO

JOB NO.
 18-092
 SHEET NO.
 2 of 2
 DWG. DATE
 6/28/2018



ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

TitleOne
a title & escrow co.

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=1 DAN RYALLS
TITLEONE BOISE

2018-043993
05/15/2018 11:44 AM
\$15.00

Order Number: 18304759

HH/K

Warranty Deed

For value received,

Gregory T. Troost and Joyce K. Troost, Trustees of the Troost Family Living Trust dated April 28, 1997, as amended

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

Biltmore Company, LLC, an Idaho limited liability company

whose current address is 1548 W. Cayuse Creek Dr #100 Meridian, ID 83646

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

The South 348 feet of the East 636 feet of the Southwest quarter of the Southeast quarter of Section 14, Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho.

Excepting therefrom that portion deeded to Ada County Highway District, by Warranty Deed recorded May 11, 2012 as Instrument No. 112044599 and by Personal Representative's Deed recorded May 11, 2012 as Instrument No. 112044600, more particularly described as follows:

A parcel of land situated in the Southwest quarter of the Southeast quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and being a portion of that Quitclaim Deed filed as Instrument No. 100013148, records of Ada County, Idaho, being more particularly described as follows:

The South 25.00 feet of the East 636.00 feet of the Southwest quarter of the Southeast quarter of Section 14, Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho.

Further excepting any portion lying within Deer Flat Road right of way.

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: May 9, 2018

Gregory T. Troost, trustee

Joyce K. Troost, trustee

State of Idaho, County of Ada, ss.

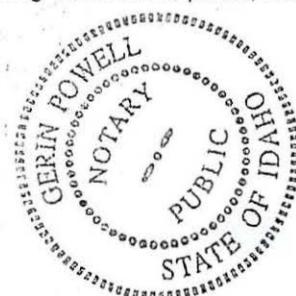
On this 14th day of May in the year of 2018, before me, the undersigned, a notary public in and for said state personally appeared Gregory T. Troost and Joyce K. Troost, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of The Troost Family Living Trust dated April 28, 1997 and acknowledged to me that they executed the same as trustee.

Notary Public

Residing In:

My Commission Expires: New Plymouth, Idaho

My commission expires: Dec. 13, 2019



**RESOLUTION NO. R76-2019
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE COOPERATIVE AGREEMENT BETWEEN VALLEY REGIONAL TRANSIT AND CITY OF KUNA FOR ANNUAL ASSESSMENT; AUTHORIZING THE CITY TREASURER TO PAY THE ANNUAL ASSESSMENT IN THE AMOUNT OF NINE THOUSAND EIGHT HUNDRED NINETEEN DOLLARS AND ZERO CENTS (\$9,819.00); AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The Cooperative Agreement between Valley Regional Transit and City of Kuna for Annual Assessment, as attached hereto as **EXHIBIT A**, and hereby incorporated herein by reference, is hereby approved; and

Section 2. The City Treasurer is authorized to pay the 2019-2020 VRT annual assessment and service contribution in the amount of nine thousand eight hundred nineteen dollars and zero cents (\$9,819.00).

Section 3. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said Agreement on behalf of the City of Kuna, Idaho and the City Clerk is hereby authorized to attest to said execution.

PASSED BY THE COUNCIL of Kuna, Idaho this 15th day of October, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 15th day of October, 2019.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**COOPERATIVE AGREEMENT
BETWEEN
VALLEY REGIONAL TRANSIT
AND
CITY OF KUNA
FOR
ANNUAL ASSESSMENT**

THIS COOPERATIVE AGREEMENT (“**Agreement**”) is entered into this 1st day of October 2019 by and between VALLEY REGIONAL TRANSIT, a regional public transportation authority authorized under Chapter 21, Title 40, Idaho Code (“**VRT**”), and The City of Kuna, a municipal corporation organized, existing and authorized under Chapter 1, Title 50, Idaho Code (“**Member**”)

RECITALS

A. **VRT** is the regional public transportation authority created to serve Ada and Canyon Counties, pursuant to Chapter 21, Title 40, Idaho Code, and as a result of November 3, 1998 public referendum. **VRT** provides publicly funded or publicly subsidized transportation services and programs in Ada and Canyon counties.

B. **Member** is a municipal corporation authorized under Chapter 1, Title 50, Idaho Code.

C. Idaho Code § 40-2109(7) provides that **VRT** may enter into cooperative agreements with the state, other authorities, counties, cities and highway districts under the provisions of Idaho Code § 67-2328, which expressly authorizes public agencies to enter into agreements with one another for cooperative action for purposes within the power, privilege, or authority of said agencies.

D. Idaho Code § 40-2110 provides that counties, cities, highway districts and other governmental entities in the region may enter into cooperative agreements with the regional public transportation authority in order to contribute funds from any source in recognition of costs of the authority.

E. **VRT** budgets and establishes annual assessments for its regular and special members, with assessments for its regular members calculated pursuant to a population based formula, and assessments for its special members calculated pursuant to a negotiated amount.

F. **VRT** has budgeted \$9,819 for **Member** to contribute for its annual assessment. **Member** has budgeted the same amount for its **VRT** annual assessment and service contribution.

Annual Assessment	\$9,819
<u>TOTAL</u>	<u>\$9,819</u>

AGREEMENT

NOW, THEREFORE, in consideration of foregoing recitals, which are made a part of this **Agreement** and not mere recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section 1. Term

This **Agreement** shall be in effect from the 1st day of **October, 2019**, and will terminate on the 30th day of **September, 2020**, unless earlier terminated pursuant the mutual written agreement of the parties hereto.

Section 2. Purpose

The purpose of this **Agreement** is:

- (a) For **Member** to pay annual assessment to **VRT** for Fiscal Year 2020 in the amount of **\$9,819** in contribution to the costs of **VRT**.
- (b) For **VRT** to use said annual assessment for costs budgeted under its regional planning and program administration programs.

Section 3. Compliance

VRT, in using said assessment shall comply with all conditions required by applicable federal, state and local laws and regulations, and shall maintain, in accordance with generally accepted accounting practices and principles, records and books of account regarding said assessments and operating costs.

Section 4. Payment

- (a) **Member** shall pay its annual assessment up to the aforesaid amount of **\$9,819** within 30 days of invoice to **VRT** at the following address, unless **Member** is notified in writing by **VRT** of a new address:

Valley Regional Transit
700 NE 2nd St. Suite 100
Meridian, Idaho 83642

- (b) **Member**'s address, for the purpose of notice or correspondence, unless **VRT** is notified in writing by **Member** of a new address, is as follows:

City of Kuna
PO Box 13
Kuna, Idaho 83634

Section 5. Miscellaneous

- (a) Each party hereto represents and warrants that each person executing this **Agreement** on behalf of such party is, at the time of such execution, duly authorized to do so by such party's governing body, and is fully vested with the authority to bind such party in all respects.

(b) If any provision of this **Agreement** is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the parties, and shall survive the severed provisions.

(c) Except as provided otherwise herein, this **Agreement** and any attachments hereto constitute the entire **Agreement** between **VRT** and **Member** concerning the subject matter hereof. The provisions of this **Agreement** shall be construed as a whole and not strictly for or against any party.

(d) The captions and headings in this **Agreement** are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

(e) This **Agreement** is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

(f) This **Agreement** shall be binding on the parties hereto, and their successors and assigns.

Section 6. Indemnification

To the extent permissible by law, **VRT** shall indemnify, defend, protect and hold harmless **Member**, and it's officers, agents and employees, from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever (collectively, "Claims") arising out of or incident to this **Agreement**, and any renewal or extension thereof, and arising out of or caused by the negligent or intentional acts or omissions of **VRT**, it's officers, agents and employees, regardless of where the injury, death, or damage may occur, except to the extent any such Claims arise out of or are caused by the negligent or intentional act or omission of **Member** or it's officers, agents and employees. **Member** shall give to **VRT** reasonable notice of any such Claims. **VRT** shall notify **Member** of the counsel to be used in carrying out its obligations hereunder. **Member** must state any reasonable objection that it may have regarding the use of said counsel. The provisions of this section shall be deemed to be a separate contract between the parties and shall survive the expiration or any default, termination or forfeiture of this **Agreement**, and any renewal or extension thereof. Notwithstanding anything to the contrary in the foregoing, **Member's** right to indemnification pursuant to the foregoing shall be limited to indemnification for such Claims for which **Member** incurs actual liability or expense. The foregoing indemnification includes, without limitation, any Claim arising out of or caused by the noncompliance of any services, programs, or activities provided by **VRT** under this **Agreement** with all applicable federal, state, and local statutes, regulations, and requirements, including, but not limited to, the Americans with Disabilities Act (ADA). Notwithstanding anything to the contrary in the foregoing, (i) no employee or officer of **VRT** shall be personally liable to **Member** under this **Agreement**, (ii) with respect to third party Claims, both **VRT** and **Member** expressly reserve any and all of the privileges and immunities available to them, if any, under Idaho law, and (iii) the agreement of **VRT** to hold harmless or indemnify **Member** shall be limited to, and be payable only from, **VRT's** available insurance or

self-insurance coverage for liability assumed by contract available as a part of its general liability insurance program."

EXECUTED and effective as of the date first above written.

Valley Regional Transit:

City of Kuna:



Kelli Badesheim
Executive Director

**RESOLUTION NO. R77-2019
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY SELECT MANAGEMENT & CONTRACTING, LLC, FOR THE LUGARNO TERRA SUBDIVISION FOR UNCOMPLETED WORK INCLUDING LANDSCAPING, FENCING, AND STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Lugarno Terra Subdivision exists as part of an approved preliminary plat; and

WHEREAS construction plans for Lugarno Terra Subdivision were approved by the Kuna City Engineer on January 29, 2019; and

WHEREAS construction was commenced but not completed for certain items, per the approved plans; and

WHEREAS the landscaping, fencing, and street lighting have not been completed for Lugarno Terra Subdivision according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscaping completion has been estimated at three hundred ninety-six thousand three hundred eighteen dollars and fifteen cents (\$396,318.15) adding 25% for a total of four hundred ninety-five thousand three hundred ninety-seven dollars and sixty-nine cents (\$495,397.69); and

WHEREAS the fencing completion has been estimated at one hundred thirty-five thousand nine hundred five dollars and zero cents (\$135,905.00) adding 25% for a total of one hundred sixty-nine thousand eight hundred eighty-eight dollars and twenty-five cents (\$169,881.25); and

WHEREAS the street lighting completion has been estimated at one hundred one thousand six hundred fifteen dollars and eight-five cents (\$101,615.85) adding 25% for a total of one hundred twenty-seven thousand nineteen dollars and eighty-one cents (\$127,019.81); and

WHEREAS developer desires to record the final plat for Lugarno Terra Subdivision prior to completion of construction; and

WHEREAS Kuna City Code 6-2-4 and 6-4-3 allows for and sets the conditions for recording a final plat prior to the completion of construction:

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept an irrevocable standby Letter of Credit in lieu of construction for **Lugarno Terra Subdivision** under the following terms and conditions:

1. All bids amounts submitted for unfinished construction are valid for the life of the Letter of Credit;

2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The face amount of the Letter of Credit is at least seven hundred ninety-two thousand two hundred ninety-eight dollars and seventy-five cents (\$792,298.75);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 15th day of October, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 15th day of October, 2019.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between SELECT DEVELOPMENT & CONTRACTING, LLC, (hereinafter “Developer”); whose address is PO Box 1030, Meridian, ID 83680, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter “City”); whose address is PO Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for the development known as Lugarno Terra, (“Development”) located in the City of Kuna; and

WHEREAS, City will not sign the final plat unless Developer promises to install and warrant certain Improvements as herein provided and security is provided for that promise as set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Landscape Plan for Lugarno Terra and the associated Bids for landscaping by Blue Ribbon, Victory Greens and HD Fowler, and;
 - b. Approved Street Light Plan for Lugarno Terra and the associated Bid for street lighting by BB Electric, and;
 - c. Approved Fence Plan for Lugarno Terra and the associated Bid for fencing by Frontier Fence.

The bids for said Improvements are attached hereto as **Exhibit A**. The required Improvements are shown on the plans, drawings and specifications previously reviewed and approved by City in connection with the above described Development, and in accordance with the standards and specifications established by the City and adopted by the City Council.

2. Cash Deposit. Developer has executed and delivered to City cash, cashier’s check or wired funds (City to provide financial institution information upon execution of agreement) to the City’s trust account in the aggregate amount of seven hundred ninety-two thousand two hundred ninety-eight dollars and seventy-five cents (\$792,298.75), for deposit with City in its accounts (the “Cash Deposit”), which includes:
 - a. The initial City Engineer or Public Works Director’s estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider’s contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:

- i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for city project management as determined by the City Engineer or Public Works Director.
3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty-day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty-day (120) time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.
5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.
6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit. The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.
7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from

Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.
9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, successors and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.
10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.
13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.
14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

- 17. Default. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.
- 18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
- 20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.
- 21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.
- 22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 10th day of October, 2019.



Select Development & Contracting, LLC

By Randy Fullmer
Managing Member

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

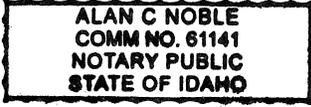
Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
): SS
County of Ada)

On this 10th day of October, 2019, before me ALAN C. NOBLE, personally appeared RANDY FULLMER known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as Project Manager and on behalf of the Select Development & Contracting, LLC.

S
E
A
L



Alan C. Noble
Notary Public for MERIDIAN, IDAHO
My commission expires on 2/21/25



Carlee Oswald
Public Works, City of Kuna
6950 South Ten Mile Road
Meridian, ID 83642

10 October 2019

RE: Lugarno Terra Subdivision
Improvement Bond (Landscape, Fence, Street Lights)

Dear Ms. Oswald,

On behalf of Select Development & Contracting, LLC (Applicant) please accept this letter of explanation for City of Kuna allowed bonding items for the Lugarno Terra Subdivision.

Work that is currently installed is being deducted from total bid numbers*

Fencing - 1150' LF @ \$22/LF = \$25,300
Street Lights (9) Poles with Bases & Trenching @ \$3,763.55/Pole = \$33,871.95

Current Improvement Bonding Items:

- Landscape - \$285,920.47 (See Blue Ribbon Landscape Bid)
- Trees & Shrubs - \$67,810.01 (See Victory Greens Bid)
- Irrigation Parts - \$42,587.67 (See HD Fowler Bid)
- Fencing - \$135,905* (See Frontier Fence Bid)
- Street Lights - \$101,615.85* (See B&B Electric Bid)
- **TOTAL = \$633,839**

TOTAL Bond (%125) = \$792,289.75

Please feel free to contact me if you have any questions. I can be reached at (208) 921-5531 or at wedwards@selectdev.com.

Thank you in advance.

Sincerely,
William Edwards, Project Manager
Select Development & Contracting, LLC.



Proposal

LUGARNO TERRA SUBDIVISION
KUNA, IDAHO

Sales: Carlos Morales
Lugarno Terra Subdivion
kuna, Idaho

Est ID: EST1368661
Date: May-31-2019

"Thank you for allowing our team at Blue Ribbon Landscapes Inc. the opportunity to quote on your project."

Grade **\$0.00**

Blue Ribbon is unable to know how much top soil will be needed to grade out the common areas, therefore, this area will be billed as time and material. See rates below.

Rock Mulch/Fabric **\$43,940.70**

Installation of 4 oz woven weed barrier fabric to minimize weed growth (does not guarantee no weed growth). Installation of decorative black and tan mini rock mulch at a minimum depth of 3" estimated at 360 yards. Materials and labor are included.

Sprinkler System Revised **\$81,745.96**

Installation of irrigation system according to the landscape design. Any modifications made to the design will be approved by Select Development. Blue Ribbon will provide a takeoff of material for Select Development to purchase and provide the material needed. If there is any material missing from the takeoff Blue Ribbon has a set budgeted amount for miscellaneous irrigation parts up to \$3000.00.

Blue Ribbon Landscapes & Maintenance
P.O Box 1513
Nampa

P.(208) 466-5656
F.(208) 455-5248

Blueribbonlandscapes.com
service@blueribbonlandscapes.com
page 1 of 6

Planting Revised **\$70,203.12**

Installation of plant material according to the Landscape Design. Select Development will purchase all plant material to be installed. Blue Ribbon will warranty plant material for a period of (1) year. Select Development will provide the land that will be used for staging plant material, Blue Ribbon will install temporary irrigation and manage the plant material during the construction period.

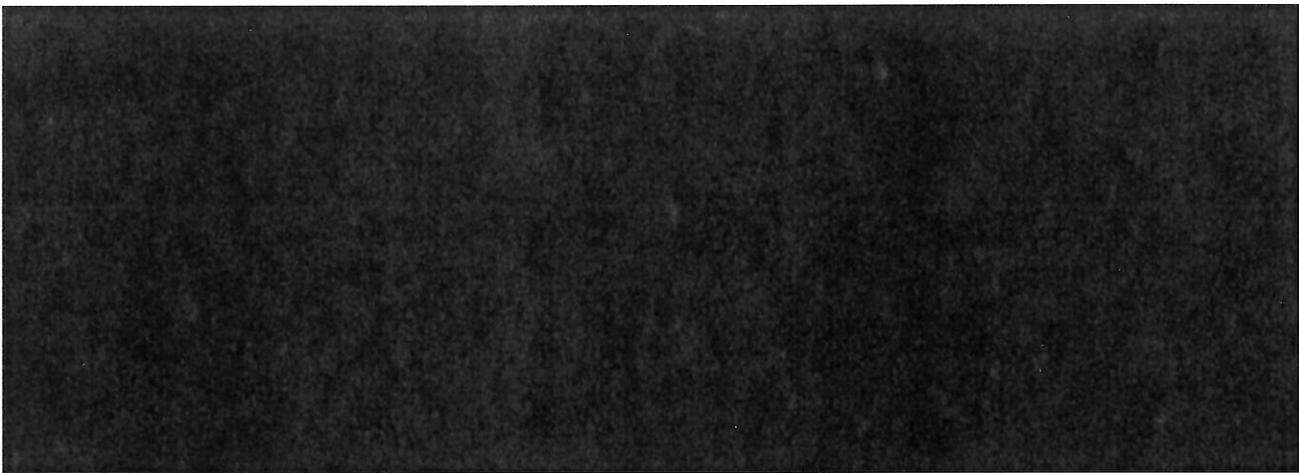
Installation of Point Source Drip Irrigation Zone, will be installed per industry's standards and consist of Hunter br and parts.

Sod Revised **\$90,030.69**

Install 139,000 thousand square feet of sod according to landscape design. Sod and labor is included.

Top soil is not included, If top soil is needed price per yard installed will be \$27 dollars.

Tree and Plant Sourcing **~~\$25,962.27~~**



Subtotal	\$311,882.74
Taxes	\$0.00
Estimate Total	\$311,882.74 \$285,920.47



100 E. Victory Rd Meridian, ID 83642 (208)888-5551

Lugarno Terra Subdivision

	QTY	PRICE	TOTAL
2" Prairie Sentinal Hackberry			3900
2" Patmore Ash			3480
2" Skyline Locust			2262
2" Sensation Maple			3654
6-7' Bruns Spruce			9360
6-7' Vanderwolf Pine			10120
2" Canada Red Chokecherry			7830
2" Chanticlear Pear			7482
2" Autumn Purple Ash			3306
ADD ON			
2" Thunder Cloud Plum			2610
6-7" Vanderwolf Pine			3450
2 gal Emerald Gaiety	7		1961.84
1 gal Russian Sage	5		917.5
2 gal English Laurel	9		1895.32
5 gal Gro-Low Sumac	6		1273.48
2 gal Ground Cover	1		222
1 gal Hameln Grass	1		1086.32
5 gal Blue Star Juniper	9		2299
1 gal Overdam Grass	4		315.62
1 gal Blue Phlox	4		384.93
TOTAL TREES AND SHRUBS			67810.01





Customer: BLUE RIBBON LANDSCAPE & MAINTENANCE
Estimator: Robert Farrington
Job Name: LUGARNO TERRA SUBDIVISION
Location: KUNA, ID.

Quote #: Q386639
Bid Date: 6/11/2019

Line	Qty	UoM	Description	Unit Price	Extended Price
1			PLANS: L1.00, L1.01, L1.02, L1.03, L1.04, L1.05, L1.50, L2.00, L2.01, L2.02, L2.03, L2.04, L2.05, L2.06, L2.07, L2.08, L2.09, L2.10, L2.11 - DATED 05/03/19		
2					
3			GENERAL BID NOTES:		
4			PLEASE NOTE: HD FOWLER HAS RECEIVED NUMEROUS RETROACTIVE PRICE INCREASES ON IMPORTED MATERIALS DUE TO RECENTLY IMPLEMENTED "SECTION 301 TARIFFS" ON CHINESE MANUFACTURED GOODS. WE REGRETFULLY HAVE TO SHARE THESE INCREASES BUT WILL WORK TO ENSURE THEY WILL ONLY REFLECT THE AMOUNT WE ARE BEING LEVIED. WE WILL DO OUR BEST TO INFORM YOU OF THESE INCREASES AS WE RECEIVE THEM. PRICING OF QUOTED MATERIALS WILL BE ADJUSTED ACCORDINGLY AT TIME OF SHIPMENT. THANK YOU FOR YOUR UNDERSTANDING, WE APPRECIATE YOUR BUSINESS AND PATIENCE.		Note
5					
6			NOTE: THE FOLLOWING PARTS LIST IS FOR BIDDING PURPOSES ONLY. MANY THINGS ON THE BID ARE NOT WHAT WAS ORIGINALLY SPECIFIED ON THE PLANS. THEY HAVE BEEN SUBSTITUTED UPON THE CUSTOMERS REQUEST.		Note
7					
			<u>MAINLINE</u>		
8	560	FT	2" CL 200 PVC PIPE,BE,IPS,SDR-21,ASTM D2241, 20' D2241, 20' LENGTHS	0.43	240.80
9	120	FT	1 1/2" CL 200 PVC PIPE,BE,IPS,SDR-21,ASTM D2241, 20' LENGTHS	0.27	32.40
10	20	FT	1 1/4" CL 200 PVC PIPE,BE,IPS,SDR-21,ASTM D2241,20' LENGTHS	0.21	4.20
11	180	FT	1" CL 200 PVC PIPE,BE,IPS,SDR-21,ASTM D2241,20' LENGTHS	0.14	24.66
12	80	FT	3/4" CL 200 PVC PIPE,BE,IPS,SDR-21,ASTM D2241, 20' LENGTHS	0.12	9.60
13	1	EA	2" DETECTABLE TAPE IRRIGATION PURPLE 1000' ROLL roll	18.75	18.75
			<u>LATERALS</u>		
14	120	FT	3" CL 200 PVC PIPE,BE,IPS,SDR-21,ASTM D2241,20' LENGTHS	0.94	112.44
15	520	FT	2 1/2" CL 200 PVC PIPE,BE,IPS,SDR-21,ASTM D2241,20' LENGTHS	0.66	343.20
16	900	FT	2" 100 PSI POLY PIPE, 300' ROLL SIDR-19 NSF PE4710, ASTM D-2239	0.72	648.00
17	100	FT	2" 100 PSI POLY PIPE, 100' ROLL SIDR-19 NSF PE4710, ASTM D-2239	0.72	72.00
18	2100	FT	1-1/2" 100 PSI POLY PIPE, 300' ROLL SIDR-15 NSF PE4710, ASTM D-2239	0.45	945.00
19	3600	FT	1-1/4" 100 PSI POLY PIPE, 300' ROLL SIDR-19 NSF PE4710, ASTM D-2239	0.32	1,152.00
20	100	FT	1-1/4" 100 PSI POLY PIPE, 100' ROLL SIDR-19 NSF_ PE4710, ASTM D-2239	0.32	32.00
21	5700	FT	1" 100 PSI POLY PIPE, 300' ROLL SIDR-19 NSF PE4710, ASTM D-2239	0.20	1,140.00
22	200	FT	1" 100 PSI POLY PIPE, 100' ROLL SIDR-19 NSF PE4710, ASTM D-2239	0.20	40.00
23	9900	FT	3/4" 100 PSI POLY PIPE, 300' ROLL SIDR-19 NSF PE4710, ASTM-D2239	0.16	1,584.00
24	100	FT	3/4" 100 PSI POLY PIPE, 100' ROLL SIDR-19 NSF PE4710, ASTM D-2239	0.16	16.00

DRIP LATERALS

EXHIBIT A

25	5400	FT	3/4" 100 PSI POLY PIPE, 300' ROLL SIDR-19 NSF PE4710, ASTM-D2239	0.16	864.00
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SLEEVES

26	140	FT	6" CL 200 PVC PIPE,SW BE,IPS,SDR-21,ASTM D2241,20' LENGTHS	3.40	476.00
27	200	FT	4" CL 200 PVC PIPE,BE,IPS,SDR-21,ASTM D2241, 20' LENGTHS	1.56	312.00
28	460	FT	2" CL 200 PVC PIPE,BE,IPS,SDR-21,ASTM D2241, 20' D2241, 20' LENGTHS	0.43	197.80

POINTS OF CONNECTION

29	10	EA	LEEMCO RSST-604 6"x2" SADDLE W/SS STRAPS	46.25	462.50
30	10	EA	2" BRASS MANUAL ANGLE VALVE W/CROSS TOP VBM20 BUCKNER	122.62	1,226.20
31	10	EA	2" X 12" SCH 40 GALVANIZED NIPPLE A53 ERW	9.62	96.20
32	20	EA	2" X 4" SCH 40 GALVANIZED NIPPLE A53 ERW	2.97	59.40
33	10	EA	3/4" MANUAL ANGLE VALVE RISING SWIVEL BRASS AV-075 AQUALINE	9.79	97.90
34	10	EA	2" X 3/4" SCH 40 GALVANIZED TEE IMPORT	10.01	100.10
35	20	EA	3/4" X 3" SCH 40 GALVANIZED NIPPLE A53 ERW	0.86	17.20
36	40	FT	10" CL63 IPS SOLVENT WELD 20' LENGTHS	3.03	121.20
37	10	EA	10" ROUND VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #212BC NDS	12.27	122.70
38					
39	10	EA	2" 32 MESH FILTER COMPLETE ACTION	66.55	665.50
40	10	EA	2" SHC 80 PVC FIPT X FIPT UNION #U-2000-T FLO CONTROL	6.43	64.30
41	20	EA	2" SCH 80 PVC SLIP X SLIP UNION #U-2000-S FLO CONTROL	5.82	116.40
42	10	EA	3/4" NO KINK MALE HOSE BIBB NO LEAD	4.38	43.80
43	10	EA	2" X 3/4" SCH 40 PVC TEE SXSXT	1.79	17.90
44	10	EA	13" X 24" X 15" VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #222BCB NDS	80.65	806.50
45					
46	7	EA	LEEMCO RSST-602 6" X 1" SADDLE W/SS STRAP	53.68	375.76
47	7	EA	1" BRASS MANUAL ANGLE VALVE W/CROSS TOP VBM10 BUCKNER	50.25	351.75
48	7	EA	1" X 12" SCH 40 GALVANIZED NIPPLE A53 ERW	4.66	32.62
49	14	EA	1" X 4" SCH 40 GALVANIZED NIPPLE A53 ERW	1.50	21.00
50	7	EA	3/4" MANUAL ANGLE VALVE RISING SWIVEL BRASS AV-075 AQUALINE	9.79	68.53
51	7	EA	1" X 3/4" SCH 40 GALVANIZED TEE IMPORT	3.58	25.06
52	14	EA	3/4" X 3" SCH 40 GALVANIZED NIPPLE A53 ERW	0.86	12.04
53	28	FT	10" CL63 IPS SOLVENT WELD 20' LENGTHS	3.03	84.84
54	7	EA	10" ROUND VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #212BC NDS	12.27	85.89
55					
56	7	EA	1" 32 MESH FILTER COMPLETE ACTION	30.95	216.65
57	7	EA	1" SHC 80 PVC FIPT X FIPT UNION #U-1000-T FLO CONTROL	2.49	17.43
58	14	EA	1" SCH 80 PVC SLIP X SLIP UNION #U-1000-S FLO CONTROL	2.24	31.36
59	7	EA	3/4" NO KINK MALE HOSE BIBB NO LEAD	4.38	30.66
60	7	EA	1" X 3/4" SCH 40 PVC TEE SXSXT	0.69	4.83
61	7	EA	13" X 24" X 15" VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #222BCB NDS	80.65	564.55

CONTROLLER & WIRE

62	1	EA	ACC-99D ACC DECODER 2-WIRE CONTROLLER HUNTER	996.67	996.67
63					
64	1	EA	WRF-CLIK WIRELESS RAIN/FREEZE SENSOR HUNTER	51.33	51.33
65					
66	1	EA	5/8" X 8' COPPER GROUND ROD	18.60	18.60
67	2	EA	5/8" GROUND ROD CLAMP	2.70	5.40
68	75	FT	10 GA BARE COPPER WIRE/FT	0.16	12.00
69	1	EA	10" ROUND VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #212BC NDS	12.27	12.27

70

EXHIBIT A

71	3	EA	14/2 JACKETED 2500' ROLL DECODER CABLE FOR HUNTER 2-WIRE SYSTEMS RED / BLUE 14GA TWISTED IN BLUE JACKETING	684.66	2,053.98
72	1	EA	14/2 JACKETED 1000' ROLL DECODER CABLE FOR HUNTER 2-WIRE SYSTEMS RED / BLUE 14GA TWISTED IN BLUE JACKETING	273.86	273.86
73	10	EA	DBR/Y - 2 PKG DIRECT BURIAL WIRE CONNECTOR 600V	2.68	26.80

VALVE DECODERS

74	14	EA	1-STATION DECODER FOR ACC AND ACC2 CONTROLLER HUNTER	75.60	1,058.40
75	12	EA	2-STATION DECODER FOR ACC AND ACC2 CONTROLLER HUNTER	125.33	1,503.96
76	4	EA	4-STATION DECODER FOR ACC AND ACC2 CONTROLLER HUNTER	188.99	755.96

TWO WIRE GROUNDING GRIDS

77	15	EA	5/8" X 8' COPPER GROUND ROD	18.60	279.00
78	30	EA	5/8" GROUND ROD CLAMP	2.70	81.00
79	300	FT	10 GA BARE COPPER WIRE/FT	0.16	48.00
80	15	EA	10" ROUND VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #212BC NDS	12.27	184.05

AUTO CONTROL VALVES

81	20	EA	200-PGA 2" VALVE RAIN BIRD	61.51	1,230.20
82	20	EA	DBR/Y - 2 PKG DIRECT BURIAL WIRE CONNECTOR 600V	2.68	53.60
83	***	EA	PRSDIAL PRESS REG FOR B SERIES VALVES RAINBIRD	39.98	***
84	40	EA	2" X 6" SCH 80 PVC TOE NIPPLE	3.65	146.00
85	20	EA	14" X 19" VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #214BC NDS	21.45	429.00
86					
87	9	EA	150-PGA 1 1/2" VALVE RAIN BIRD	44.17	397.53
88	9	EA	DBR/Y - 2 PKG DIRECT BURIAL WIRE CONNECTOR 600V	2.68	24.12
89	***	EA	PRSDIAL PRESS REG FOR B SERIES VALVES RAINBIRD	39.98	***
90	18	EA	1-1/2" X 6" SCH 80 PVC TOE NIPPLE	2.56	46.08
91	9	EA	14" X 19" VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #214BC NDS	21.45	193.05
92					
93	11	EA	100-PGA 1" RAIN BIRD VALVE	13.29	146.19
94	11	EA	DBR/Y - 2 PKG DIRECT BURIAL WIRE CONNECTOR 600V	2.68	29.48
95	***	EA	PRSDIAL PRESS REG FOR B SERIES VALVES RAINBIRD	39.98	***
96	22	EA	1" X 6" SCH 80 PVC TOE NIPPLE	1.60	35.20
97	11	EA	14" X 19" VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #214BC NDS	21.45	235.95
98	14	EA	1" COMPACT DRIP ZONE KIT RAIN BIRD	31.81	445.34

DRIP CONTROL VALVES

99	14	EA	DBR/Y - 2 PKG DIRECT BURIAL WIRE CONNECTOR 600V	2.68	37.52
100	28	EA	1" X 6" SCH 80 PVC TOE NIPPLE	1.60	44.80
101	14	EA	14" X 19" VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #214BC NDS	21.45	300.30

SPRAY HEADS

102	1966	EA	PROS-04 4" SPRAY HEAD HUNTER	1.06	2,083.96
103	1966	EA	10-H 10' HALF NOZZLE 25-BAG QTY HUNTER	0.56	1,100.96
104			NOZZLES ARE FOR BIDDING PURPOSES ONLY. CONTRACTOR TO DETERMINE ARC.		Note
105	3932	EA	1/2" MARLEX STREET 90 ELBOW TXT	0.11	432.52
106	3932	EA	1/2" MIP X BARB ELBOW RAINBIRD	0.11	432.52
107	21	EA	SPX-FLEX SWING PIPE RAINBIRD 100' ROLL, 1/2" DIA	16.73	351.33

ROTOR HEADS

108	214	EA	5004PC 4" PART CIRCLE ROTOR W/NOZZLE TREE	6.50	1,391.00
109	642	EA	3/4" MARLEX STREET 90 TXT	0.26	166.92

EXHIBIT A

110	214	EA	3/4" X 8" SCH 80 PVC NIPPLE	0.59	126.26
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DRIP EQUIPMENT

111	33	EA	18" TECHLINE CV .4 GPH 1000' NETAFIM (TF)	209.60	6,916.80
112	6	EA	BLANK TECHLINE CV 250' COIL NETAFIM (TF)	25.50	153.00
113	11000	EA	TECHLINE 6" WIRE STAPLE NETAFIM TLS6-25 (TF)	0.08	880.00
114					
115	14	EA	TECHLINE SHUTOFF VALVE INSERT NETAFIM (TF)	1.68	23.52
116	14	EA	6" ROUND VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #2088C NDS	2.92	40.88

MISC. ITEMS

117	2	EA	30" VALVE KEY 30VK AQUALINE	3.37	6.74
-----	---	----	-----------------------------	------	------

MISC. PARTS @ 8%

118	1	EA	MISC. IRRIGATION PARTS	3,120.00	3,120.00
-----	---	----	------------------------	----------	----------

LANDSCAPE PRODUCT UNIT COST

119	***	EA	18" X 150' ROLLS OF CHICKEN WIRE	23.74	***
120	***	RL	3' X 50' ROLL OF CHICKEN WIRE 1" MESH	15.86	***
121	***	EA	2" X 8' ROUND TREE STAKE 300 IN A BUNDLE	1.98	***
122	***	EA	2" X 6' ROUND TREE STAKE 300 IN A BUNDLE	1.85	***
123	***	EA	1/2" X 250' PROLOCK POLY CHAIN LOCK TREE TIE DIMEX	17.60	***
124	***	EA	1" X 100' PROLOCK POLY CHAIN LOCK TREE TIE DIMEX	20.73	***
125	***	EA	20-10-5 AGRIFORM 21G TABLETS 500 PER BOX 21G	47.06	***
126	***	EA	16-16-16 6S FERTILIZER 50LB BAG	18.12	***
127	***	RL	4' X 300' NONWOVEN WEED BARRIER 3.0 OZ PRO SILVER 133 SQ YD 46373 HANES	81.16	***
128	***	RL	5' X 300' NONWOVEN WEED BARRIER 3.0 OZ GRAY PRO SILVER 167 SQ YD 46382 HANES	88.34	***
129	***	RL	6' X 300' NONWOVEN WEED BARRIER 3.0 OZ PRO SILVER 200 SQ YD 46374 HANES	121.74	***
130	***	EA	5" X 20' PROFESSIONAL GRADE POLYETHYLENE LAWN EDGING, INCLUDES 4 STAKES AND 1 CONNECTOR	10.00	***
131	***	FT	DURAEDGE 14GA 4" X 10' BRN STL EDGING W/4 STAKES	1.62	***
132	***	FT	DURAEDGE 14GA 4" X 10' GRN STL EDGING W/4 STAKES	1.62	***

Approximate Total			42,587.67
--------------------------	--	--	------------------

NOTE: *** = Contractor to Determine Quantity. Items marked *** are not included in totals.

EXHIBIT A



FRONTIER FENCE COMPANY
(208) 344-5817
PO Box 9306
Boise, ID 83707
www.FrontierFenceCompany.com

RCE-31285

DATE:
08/12/2019

COMMERCIAL
RESIDENTIAL
INDUSTRIAL

CHAIN LINK, WOOD, VINYL FENCES, ORNAMENTAL IRON

CUSTOMER INFO:

Select Development-Billy Lugarno Terra-Fence Bid (208) 519-5336

FENCE QUOTE

1) 5120' of Tan 6" Profile (original bid)	\$ 99,845.00
2) 2340 of 2 Rail Western (original bid)	\$ 48560.00
3) Change Order to Adobe 6" Profile	\$ 12800.00
4) \$12800.00 Change Order To Adobe Vinyl Color	\$
5)	\$
6)	\$
7)	\$
8)	\$
9)	\$
TOTAL	\$ 161,205.00

PROJECT DESCRIPTION:

EXHIBIT A



208-323-8408

STATE OF IDAHO
LICENSE
C2209



Estimate

Date Estimate #
2/15/2019 2224X

SELECT DEVELOPMENT COMPANY

Qty	Description	Total
9	SUPPLY AND INSTALL 5" - 30' 90 WATT CLASS LED ANCHOR BASE POLE KUNA STYLE BRONZE	
27	SUPPLY AND INSTALL 4" - 25' 50 WATT CLASS LED ANCHOR BASE POLE KUNA STYLE BRONZE	
	SUPPLY AND INSTALL DIRECT BURY METER/PEDESTAL AND 100' EMPTY CONDUIT IPCO TO METER	
1	PRICE INCLUDES 3850' TRENCHING , CONDUIT, WIRE, PERMIT	135448.00
	PRICE DOES NOT INCLUDE ; IPCO FEES , SLEEVES WERE INDICATED ON LINE DRAWN PRINT, ROCK EXCAVATION, SPRINKLER CLOCKS. ROCK ENCOUNTER VARIES. IF LOOSE, CAN CHIP OUT , IF SOLID NEED TO CLEAN, DRILL AND EPOXY REBAR INTO ROCK ADDER PER POLE IS NORMALLY \$50- \$200 DEPENDING ON DEPTH ,TYPE ROCK, EXTRA LABOR AND MATERIAL	
	PLEASE ALLOW 8 WEEKS FOR LIGHT DELIVERY FROM TIME OF CONTRACT SIGNING. 30% OF CONTRACT TO BE PAID PRIOR TO LIGHTS BEING ORDERED BY B&B ELECTRIC. BALANCE OF CONTRACT TO BE PAID IN PROGRESS DRAWS FULL PAYMENT DUE 30 DAYS AFTER FINAL ELECTRICAL INSPECTION APPROVED	
	PRICE INCLUDES: SPECIFIED AMOUNT OF TRENCHING, WIRE & CONDUIT. PERMIT IF REQUIRED.	
	PRICE DOES NOT INCLUDE: EXTRA LABOR OR MATERIAL IF ROCK OR WATER IS ENCOUNTERED. FINAL BILLING MAY CHANGE DUE TO IN FIELD AJDUSTMENTS. ALL SLEEVES BY OTHERS. ANY ADA COUNTY FEES OR PERMITS OR RIGHT OF WAY. IPCO FEES.	

PRICE GOOD FOR 45 DAYS FROM DATE. NO WARRANTY ON LABOR OR MATERIAL NOT SUPPLIED BY B&B ELECTRIC. ONLY ITEMS ON ITEMIZED LIST INCLUDED IN ESTIMATE.

ALL MATERIALS REMAIN PROPERTY OF B&B ELECTRIC UNTIL FINAL BILL IS PAID IN FULL. B&B ELECTRIC RESERVES THE RIGHT TO REMOVE MATERIAL THAT HAS NOT BEEN PAID FOR.

Signature _____

Total \$135,448.00

Price accepted, contingent upon a mutually agreeable construction agreement. Light fixture supplied must be acceptable to City of Kuna Standards.

Select Development & Contracting, LLC.



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: 19-06-FP (Final Plat) –
Lete Commercial Subdivision

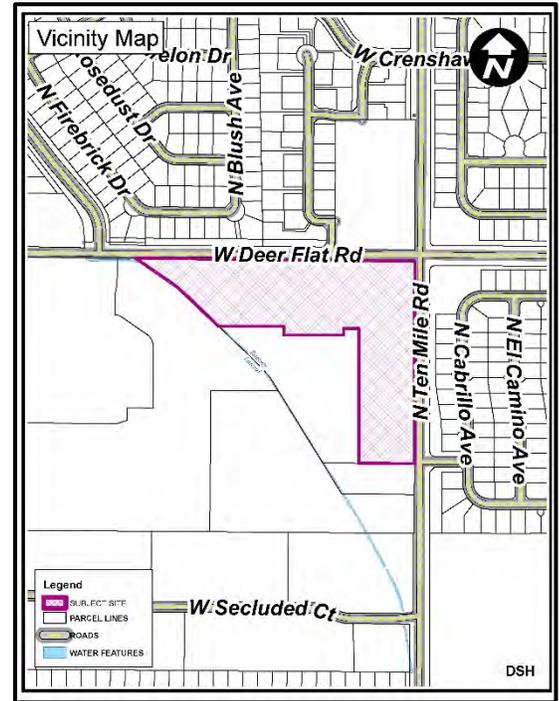
Location: Southeast Corner of W. Deer Flat Rd.
& N. Ten Mile Rd., Kuna Idaho 83634

Planner: Doug Hanson, Planner I

Meeting Date: October 15, 2019

Applicant/ Owner: Lete Family Revocable Trust
117 N. Kings Rd
Nampa, ID 83687
208.465.6141
inaki@kingsgateid.com

Representative: Mason and Associates
924 3rd St. South Ste. B
Nampa, ID 83651
208.467.4130
wmason@masonandassociates.us



A. General Project Facts:

1. Lete Family Revocable Trust is requesting final plat approval for Lete Commercial Subdivision which has one (1) buildable lot and two (2) common lots on a total of approximately 5.73 acres (Ada County Assessor Parcel No. S1322111056).

B. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for Lete Commercial Subdivision.
2. Staff has determined that the proposed final plat for Lete Commercial Subdivision is in conformance with the approved preliminary plat.

C. Applicable Standards:

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

D. Conditions of Approval:

1. Applicant shall correct any technical items and make any requested changes 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: Lete Commercial Subdivision	Applicant: Mason and Associates, us
---	--

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

Applicant (✓)	Description	Staff (✓)
✓	Completed and signed Commission & Council Review Application.	✓
✓	All pages of the proposed Final Plat.	✓
✓	Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation and other public improvements.	✓
✓	Approved Findings of Fact, Conclusions of Law for Preliminary Plat	✓
✓	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.	✓
NA	Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved said final plat.	NA
✓	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.	✓
NA	Any proposed restrictive covenants and/or deed restrictions, and homeowners' association documents.	NA
✓	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.



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

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)	19-06-FP
Project name	Lete Commercial Sub Final Plat
Date Received	7.19.19
Date Accepted/Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: <u>Lete Family Revocable trust</u>	Phone Number: <u>(208) 465-6141</u>
Address: <u>117 N. Kings Rd</u>	E-Mail: <u>inaki@Kingsgateid.com</u>
City, State, Zip: <u>Nampa, ID 83687</u>	Fax #: <u>(208) 465-5013</u>
Applicant (Developer): <u>Lete Family Revocable trust</u>	Phone Number: <u>208 7 465-6141</u>
Address: <u>117 N. Kings Rd</u>	E-Mail: <u>inaki@Kingsgateid.com</u>
City, State, Zip: <u>Nampa, ID 83687</u>	Fax #: <u>(208) 465-5013</u>
Engineer/Representative: <u>Mason and Associates inc</u>	Phone Number: <u>(208) 454-0256</u>
Address: <u>924 3rd street South ste B</u>	F-Mail: <u>wmason@masonandassociates.us</u>
City, State, Zip: <u>Nampa ID 83651</u>	Fax #: <u>(208) 467-4130</u>

Subject Property Information

Site Address: _____	
Site Location (Cross Streets): <u>W. Deer Flat and N Ten Mile Rd.</u>	
Parcel Number (s): <u>S132211050</u>	
Section, Township, Range: <u>Section 22, T2N, R1W</u>	
Property size : _____	
Current land use: <u>vacant</u>	Proposed land use: <u>Commercial.</u>
Current zoning district: <u>C-1</u>	Proposed zoning district: <u>NA</u>

Project Description

Project / subdivision name: LETE COMMERCIAL SUBDIVISION PHASE I

General description of proposed project / request: SELF SERVE MINI STORAGE AND RV STORAGE

Type of use proposed (check all that apply):

Residential _____

Commercial _____

Office _____

Industrial _____

Other _____

Amenities provided with this development (if applicable): _____

Residential Project Summary (if applicable)

Are there existing buildings? Yes No

Please describe the existing buildings: _____

Any existing buildings to remain? Yes No

Number of residential units: _____ Number of building lots: _____

Number of common and/or other lots: _____

Type of dwellings proposed:

Single-Family _____

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): _____

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

Percentage of open space provided: _____ Acreage of open space: _____

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

Non-Residential Project Summary (if applicable)

Number of building lots: 1 Other lots: 2 common

Gross floor area square footage: 62,825 Existing (if applicable): 5,450

Hours of operation (days & hours): 7 days 24 hrs Building height: 16' RV STORAGE 10' MINI STORAGE

Total number of employees: 2 Max. number of employees at one time: _____

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

Fencing type, size & location (proposed or existing to remain): WROUGHT IRON, MASONRY ALONG PERIMETER

Proposed Parking: N/A

a. Handicapped spaces: _____ Dimensions: _____

b. Total Parking spaces: _____ Dimensions: _____

c. Width of driveway aisle: _____

Proposed Lighting: DEER FLAT SIDEWALK PER CITY OF KUNA, WALL MOUNT TO BUILDING

Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): ROAD FRONTAGE, EXISTING ENTRANCE

Applicant's Signature: William J. Mahon Date: July 18, 2019



Professional Engineers, Land Surveyors and Planners

924 3rd St. So. Ste B, Nampa, ID 83651
Ph (208) 454-0256 Fax (208) 467-4130



STATEMENT OF CONFORMANCE
FINAL PLAT
LETE COMMERCIAL SUBDIVISION

Lete Commercial wishes to continue the expansion of the Kuna Caves storage facility in Kuna. This phase will add additional storage units to the existing storage facility on the SW corner of W. Deer Flat Road and 10 Mile.

The preliminary plat has been approved meeting all requirements and conditions.

Lete Commercial agrees to use acceptable engineering practices and local standards to meet the requirements of the City of Kuna.

The materials used for the Lete Commercial storage facility will match in color, structure and theme to the existing buildings.

The buildings will be designed to reflect a desirable Kuna architectural style with creative landscaping for a pleasing and inviting environment to the community and adjacent properties. The proposed use will have low impact to the neighboring communities based on the use, location and design. All sides of the storage site will be appropriately fenced for beautification and security purposes. Landscaping will be provided to match the creative use of Kuna approved trees and plants already growing around the existing storage facility. The storage buildings will have attached lighting for safety and security.

The storage units Lete Commercial plans to provide will help meet the demands of the growing Kuna community.



City of Kuna
Planning and Zoning Department

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

February 8, 2019

Inaki Lete
117 N. Kings Road
Nampa, ID 83687

Kuna City Council Action Notification – Lete Commercial Subdivision

RE: 18-05-S (Preliminary Plat) – 1795 W. Deer Flat Road, Kuna, ID 83634 (APN: S1322111056)

Dear Mr. Lete

This letter is to notify you of the action taken by the City Council on the above referenced land use application.

The Council voted 4-0 at their January 15, 2019 public hearing to *approve* Case No. 18-05-S to subdivide approximately 12.19 acres into 19 total lots consisting of 10 commercial buildable lots, and 9 common lots under the reserved name of Lete Commercial Subdivision. Please note that the Council has made its findings on February 5, 2019, at their regularly scheduled Council meeting.

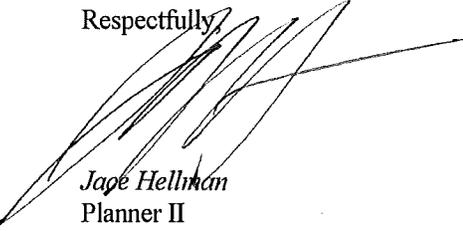
Pursuant to Idaho Code §67-6535, this letter is to further inform you that to the extent a decision has been made on a site-specific land use request, an applicant has the right to request a regulatory takings analysis under Idaho Code §67-8003.

Under Kuna City Code 6-2-3-J, a Preliminary plat, that has been approved in construction phases, the subdivider shall have two (2) years to complete the plat's first phase from the time the council approves the plat's findings of fact. When the preliminary plat includes phases, each successive phase is to be completed within one (1) year of the preceding phase's recording date.

Additionally, A subdivider shall, sixty (60) days prior to the expiration of the two-year approval period or any extension thereof, notify the planning and zoning department that they are requesting an extension of the preliminary plat approval by filing an application for preliminary plat time extension as provided for in subsection J.5, or the city's approvals for the preliminary plat shall automatically expire.

Should you have any questions, please feel free to contact me at (208) 639-5344 or email me at JHellman@kunaid.gov.

Respectfully,


Jape Hellman
Planner II
Kuna Planning and Zoning Department

Cc: File, Planning and Zoning Director

ACCOMMODATION

ADA COUNTY RECORDER Christopher D. Rich	2015-018881
BOISE IDAHO Pgs=3 CHE FOWLER	03/10/2015 12:58 PM
PIONEER TITLE CANYON - CALDWELL	\$18.00

QUITCLAIM DEED

FOR VALUE RECEIVED, The Lete Family Revocable Trust does hereby convey, release, remise and forever quit claim unto The Lete Family Revocable Trust whose current address is: 146 North Middleton Road, Private Mail Box 106, Nampa, Idaho 83651

the following described premises:

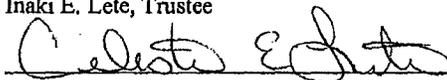
The Parcel of land described on the Exhibit attached hereto and made a part.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: March 10, 2015



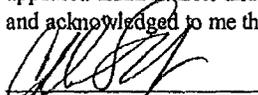
Inaki E. Lete, Trustee



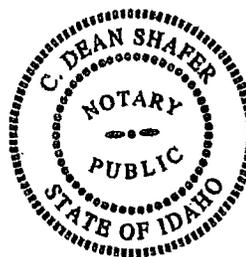
Celeste E. Lete, Trustee

State of Idaho)
 County of Canyon)ss

On this 10th day of March, 2015 before me, the undersigned, a notary public in and for said state, personally appeared Inaki E. Lete and Celeste E. Lete known to me to be the Trustees of the Lete Family Revocable Trust and acknowledged to me that they executed the within instrument as such Trustees.



Notary Public
 residing in: *Nampa*
 My Bond expires: *12-5-2017*



Thence N 55° 20' 14" W a distance of 287.37 feet to a point on the north boundary of the NE1/4;

Thence leaving the approximate centerline of the Ramsey Lateral S 89° 25' 29" E a distance of 1386.59 feet along said north boundary to the **POINT OF BEGINNING**;

This parcel contains 13.65 acres more or less.

SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.





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)
) ss.
County of Ada)

I, Inaki Lete , 117 N. Kings Rd
Name Address
Nampa , Idaho 83687
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 Mason and Associates 9243rd Street South STE B
Name Address Nampa, ID 83651
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 July day of 12th, 2018

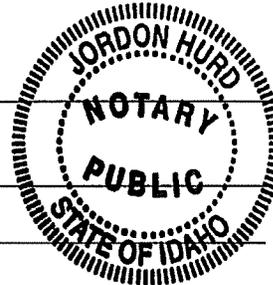
[Signature]
Signature

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

[Signature]
Notary Public for Idaho

Residing at: Canyon County Idaho

My commission expires: Sept. 23, 2020

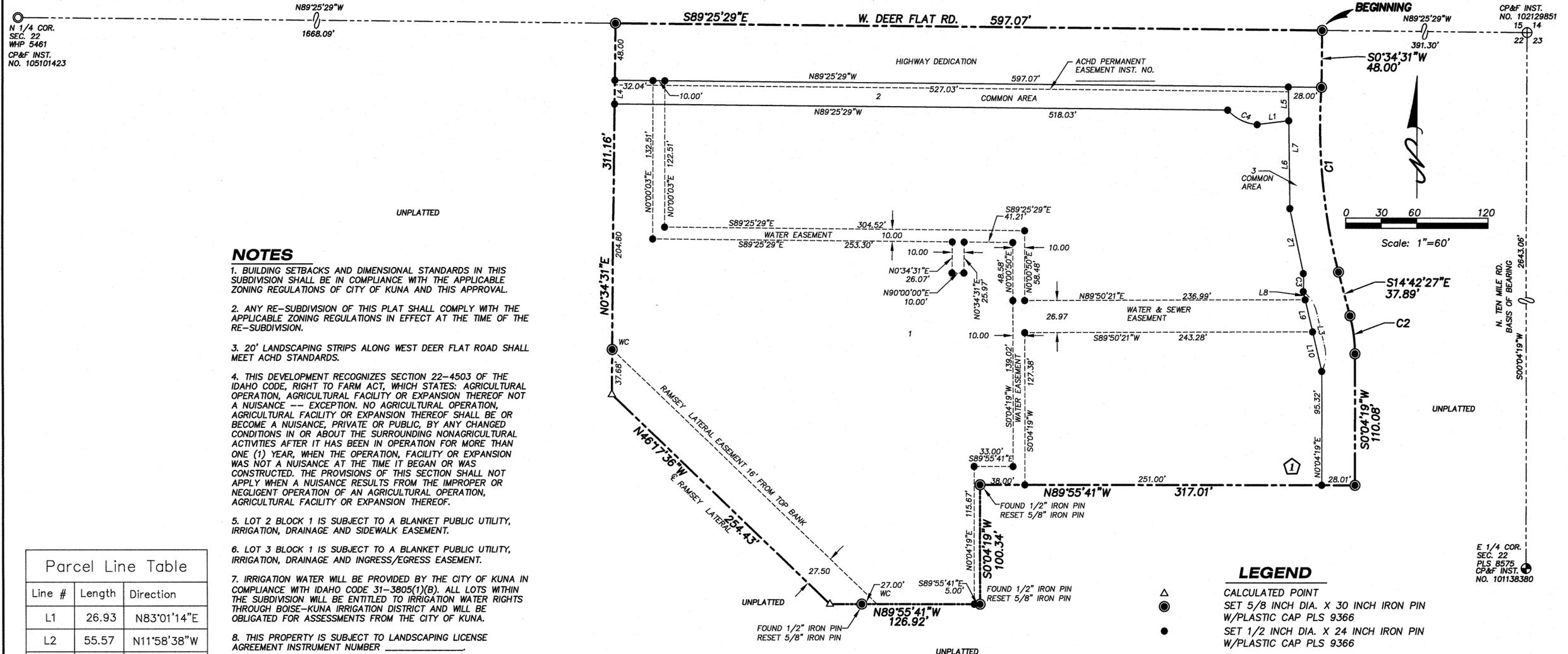


LETE COMMERCIAL SUBDIVISION PHASE 1

A PART OF THE NE 1/4, NE 1/4, SECTION 22, T. 2 N., R. 1 W., B.M.
KUNA, ADA COUNTY, IDAHO
2019

CRIMSON POINT SUBDIVISION
PHASE 5
BOOK 102 PAGES 13700-13705

CRIMSON POINT
VILLAS SUBDIVISION
BOOK 108 PAGES 15285-15288



NOTES

- BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF CITY OF KUNA AND THIS APPROVAL.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
- 20' LANDSCAPING STRIPS ALONG WEST DEER FLAT ROAD SHALL MEET ACHD STANDARDS.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF NOT A NUISANCE — EXCEPTION. NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.
- LOT 2 BLOCK 1 IS SUBJECT TO A BLANKET PUBLIC UTILITY, IRRIGATION, DRAINAGE AND SIDEWALK EASEMENT.
- LOT 3 BLOCK 1 IS SUBJECT TO A BLANKET PUBLIC UTILITY, IRRIGATION, DRAINAGE AND INGRESS/EGRESS EASEMENT.
- IRRIGATION WATER WILL BE PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE 31-3805(1)(B). ALL LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS THROUGH BOISE-KUNA IRRIGATION DISTRICT AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA.
- THIS PROPERTY IS SUBJECT TO LANDSCAPING LICENSE AGREEMENT INSTRUMENT NUMBER _____
- THIS PROPERTY IS IN FLOOD ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FEMA MAP NUMBER 16001C0250J, MAP REVISED OCTOBER 2, 2003.

Parcel Line Table

Line #	Length	Direction
L1	26.93	N83°01'14"E
L2	55.57	N11°58'38"W
L3	68.60	N13°04'40"W
L4	20.00	N0°34'31"E
L5	28.32	S0°48'52"E
L6	73.46	S0°48'52"E
L7	101.78	S0°48'52"E
L8	6.99	S13°04'40"E
L9	27.67	S13°04'40"E
L10	33.94	S13°04'40"E

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	155.93	482.00	18°32'10"	S5°26'22"E	155.26	78.65
C2	32.24	125.00	14°46'46"	S7°19'04"E	32.15	16.21
C3	15.17	75.28	11°33'00"	N0°21'12"E	15.15	7.61
C4	28.37	37.22	43°40'39"	S64°04'39"E	27.69	14.92

LEGEND

- △ CALCULATED POINT
- SET 5/8 INCH DIA. X 30 INCH IRON PIN W/PLASTIC CAP PLS 9366
- SET 1/2 INCH DIA. X 24 INCH IRON PIN W/PLASTIC CAP PLS 9366
- RM REFERENCE MONUMENT
- WC WITNESS CORNER
- ① BLOCK NUMBERS
- BOUNDARY LINE
- LOT LINE
- - - SECTION LINE
- - - EASEMENTS



Mason & Associates
Professional Engineers,
Land Surveyors
& Planners
924 3rd St. South, Nampa, ID 83851
(208) 464-0266 Fax (208) 467-4130

JY0318002 08/02/19
SHEET 1 of 3
BK. _____, PG. _____

PALOMAR HEIGHTS NO. 3 SUBDIVISION
BOOK 79 PAGES 8474-8476

PALOMAR HEIGHTS NO. 1
SUBDIVISION
BOOK 76 PAGES 7911-7913

LETE COMMERCIAL SUBDIVISION PHASE 1

CERTIFICATE OF OWNERS

WE, Lete Family Revocable Trust, being first duly sworn, depose and say we are the owners of the following described tract known as LETE COMMERCIAL SUBDIVISION PHASE 1 more particularly described in the legal description below, state that it is our intention to include said property in this subdivision plat, we do for ourselves, our heirs, transferees, successors and assigns, do hereby dedicate, donate and convey to the public forever the public streets shown on this plat. 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 and such other uses as designated within this plat and no permanent structures other than those for utility, irrigation, or drainage purposes is to be erected within the limits of said easements. The owners further certify that all lots in this subdivision will receive domestic water from the City of Kuna Water Department, and that the City has agreed in writing to serve all of the lots in this subdivision.

A parcel of land being a portion of the NE1/4 NE1/4 of Section 22 Township 2 North, Range 1 West Boise Meridian, Ada County Idaho, more particularly described as follows:

Commencing at the northeast corner of the NE1/4 NE1/4;

Thence N 89° 25' 29" W a distance of 391.30 feet along the north boundary of the NE1/4 NE1/4 to the POINT OF BEGINNING;

Thence S 00° 34' 31" W a distance of 48.00;

Thence 155.93 feet along the arc of a 482.00 foot radius curve left with a central angle of 18 32' 10" and a long chord of which bears S 05° 26' 22" E a distance of 155.26 feet;

Thence S 14° 42' 27" E a distance of 37.89 feet;

Thence 32.24 feet along the arc of a 125.00 foot radius curve right with a central angle of 14 46' 46" and a long chord of which bears S 07° 19' 04" E a distance of 32.15 feet;

Thence S 00° 04' 19" W a distance of 110.08 feet;

Thence N 89° 55' 41" W a distance of 317.00 feet;

Thence S 00° 04' 19" W a distance of 100.34 feet;

Thence N 89° 55' 41" W a distance of 126.92 feet to a point on the approximate centerline of the Ramsey Lateral;

Thence along the approximate centerline of the Ramsey Lateral N 46° 17' 36" W a distance of 254.43 feet;

Thence leaving the approximate centerline of the Ramsey Lateral N 00° 34' 31" E a distance of 311.16 feet to a point on the north boundary of the NE1/4 NE1/4;

Thence S 89° 25' 29" E a distance of 597.07 feet along the north boundary of the NE1/4 NE1/4 to the POINT OF BEGINNING.

LETE COMMERCIAL SUBDIVISION PHASE 1 contains 5.73 acres more or less.

INAKI LETE

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF } SS

Be it remembered that on this _____ day of _____, 20____, before me, the undersigned, a notary public in and for said state, personally appeared INAKI LETE, who is known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and notarial seal the day last above written.

Notary Public for _____
Residing at _____
Commission expires _____

CERTIFICATE OF SURVEYOR

I, Darin Holzhey do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the Owners Certificate 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 in conformity with the state of Idaho codes relating to plats, surveys, and the corner perpetuation and filing act, Idaho code 55-1601 through 55-1612.

Darin Holzhey



P.L.S. License No. 9366

LETE COMMERCIAL SUBDIVISION PHASE 1

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing Plat was accepted and approved by the BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS on the _____ day of _____, 20__.

President
Ada County Highway District

HEALTH CERTIFICATE

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 Meridian 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 re-imposed, 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.

District Health Department, REHS
Date _____

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 _____, 20__ this plat was duly accepted and approved.

City Clerk, City of Kuna, Idaho

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER, in and for the City of Kuna, Ada County, Idaho, Hereby Approve this plat.

City Engineer
Date _____

CERTIFICATE OF COUNTY SURVEYOR

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

Ada County Surveyor
Date _____

CERTIFICATE OF COUNTY TREASURER

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

County Treasurer
Date _____

CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. _____

STATE OF IDAHO }
COUNTY OF ADA } SS

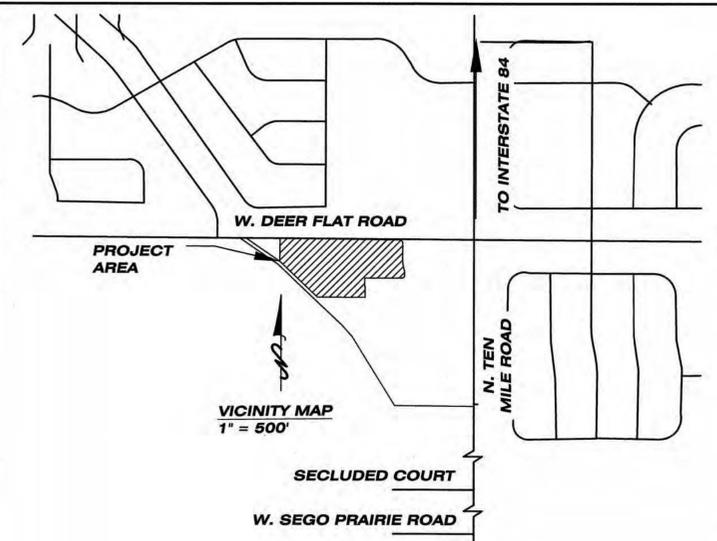
I Hereby certify that this instrument was filed at the request of _____ at _____ minutes past _____ O'clock _____ this _____ day of _____, 20__, in my office and was duly recorded in Book _____ of Plats at Pages _____ thru _____

DEPUTY
FEE: _____
EX-OFFICIO RECORDER



LETE COMMERCIAL No. 1
1657 W. DEER FLAT ROAD KUNA, IDAHO
A PART OF THE NE 1/4, NE 1/4, SECTION 22, T. 2 N., R. 1 W., B.M.
KUNA, ADA COUNTY, IDAHO
2019

This Document, and the Concepts, Ideas and Design Incorporated herein are an instrument of professional services and are the Property of Mason and Associates, Inc., therefore they are not to be used in whole or part for any other project without the express Written Authorization of Mason and Associates, Inc.



VICINITY MAP
1" = 500'

GENERAL

- 1. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND/OR REQUIREMENTS OF THE CITY OF KUNA PUBLIC WORKS DEPARTMENT...
2. A PRE-CONSTRUCTION CONFERENCE WILL BE HELD AT LEAST 48 HOURS PRIOR TO START OF WORK...
3. THE CONTRACTOR SHALL NOTIFY THE CITY OF KUNA WHEN SHUTTING DOWN A JOB FOR ANY REASON...
4. WHERE IT IS NECESSARY FOR A NON-POTABLE WATER LINE AND A POTABLE WATER LINE TO CROSS EACH OTHER...
5. CONTRACTOR(S) SHALL REMOVE ALL OBSTRUCTIONS, ABOVE AND BELOW GROUND, AS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS...
6. ALL MATERIAL(S) NOT SUITABLE FOR FUTURE USE ON SITE SHALL BE DISPOSED OF OFF SITE...
7. SURVEY CONTROL POINTS WHICH ARE CRITICAL TO THE CONSTRUCTION OF THE PROJECT ARE TO BE LOCATED WITHIN THE LIMITS OF WORK...
8. SURVEY CONTROL MONUMENTS SHALL BE PRESERVED, SET, AND/OR RESTORED IN ACCORDANCE WITH IDAHO CODE 30-1303...
9. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA...
10. ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY...
11. EXISTING A.C. PAVEMENT SHALL BE CUT TO A NEAT, STRAIGHT LINE PARALLEL OR PERPENDICULAR TO THE STREET CENTERLINE...
12. ALL MATERIALS FURNISHED ON OR FOR THE PROJECT MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN...
13. CONTRACTORS MUST FURNISH PROOF THAT ALL MATERIALS INSTALLED ON THE PROJECT MEET THE REQUIREMENTS OF ITEM #12 AT THE REQUEST OF THE AGENCY AND/OR THE ENGINEER...
14. ALL CONTRACTORS WORKING WITHIN THE PUBLIC ROAD RIGHT-OF-WAY ARE REQUIRED TO SECURE A RIGHT-OF-WAY PERMIT FROM ACHD AT LEAST 24 HOURS PRIOR TO ANY CONSTRUCTION...
15. ALL COSTS OF RETESTING FOR PREVIOUSLY FAILED TESTS SHALL BE BORNE BY THE CONTRACTOR...
16. ALL COSTS TO THE CONTRACTOR INCURRED IN CORRECTING DEFICIENT WORK SHALL BE TO THE CONTRACTORS ACCOUNT...
17. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CURBS, GUTTERS, STORM DRAINS, CATCH BASINS, AND SEWER ELEVATIONS OR INVERTS PRIOR TO CONSTRUCTION AND SHALL NOTIFY THE ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PROJECT DRAWINGS...
18. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS...
19. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ANY NECESSARY PERMITS, SUBMITTING NOTICE OF INTENT (NOI) TO DISCHARGE STORM WATER, AND PREPARING POLLUTION PREVENTION PLAN (PPP) IN ACCORDANCE WITH ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS...
20. ALL UTILITIES, INCLUDING SERVICE LINES, WITHIN STREET TRAVEL WAYS SHALL BE IN PLACE PRIOR TO CURB, GUTTER, SIDEWALK AND STREET CONSTRUCTION...
21. PIPE CONTRACTOR SHALL REPLACE ALL PAVEMENT AND CONCRETE REMOVED FOR THE INSTALLATION OF WATER, SEWER, OR IRRIGATION PIPE...
22. NO PAVING SHALL OCCUR UNTIL THE CONTRACTOR OBTAINS WRITTEN APPROVAL OF ALL INSTALLED WATER, SEWER, AND PRESSURE IRRIGATION FACILITIES FROM THE CITY OF KUNA...
23. IN AREAS WHERE ROCK EXCAVATION IS REQUIRED ALL BLASTING SHALL OCCUR PRIOR TO THE INSTALLATION OF ANY SEWER MAINS, WATER MAINS, PRESSURE IRRIGATION MAINS AND/OR SERVICE LINE CROSSINGS...
24. THE DEVELOPER IS REQUIRED TO RETAIN A QUALIFIED REGISTERED ENGINEER TO PERFORM INSPECTION SERVICES DURING CONSTRUCTION...
25. THE CITY OF KUNA WILL PROVIDE PERIODIC INSPECTION AND OBSERVE TESTING FOR AN EIGHT (8) HOUR DAY FROM 8:00 A.M. TO 5:00 P.M. FOR A FORTY (40) HOUR WORK WEEK...
26. ALL PLANS USED FOR CONSTRUCTION SHALL BEAR THE CITY OF KUNA (CITY) 'APPROVED FOR CONSTRUCTION' STAMP...
27. WHEN CONSTRUCTION IS SATISFACTORILY COMPLETED, CLEANED AND TESTED AND AFTER ALL OTHER UTILITIES ARE INSTALLED THE DEVELOPER SHALL REQUEST A CITY OF KUNA FINAL ACCEPTANCE INSPECTION...
28. THE CITY HAS THE RIGHT TO INSPECT THE WORK AT ANY TIME DURING CONSTRUCTION...
29. THE DEVELOPER SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FOLLOWING ACCEPTANCE...
30. DEVELOPER SHALL NOTIFY ALL PURCHASERS OF LOTS, AND THEIR CONTRACTORS, THAT CITY UTILITY SYSTEMS HAVE BEEN ACCEPTED BY THE CITY...
31. THE DEVELOPER SHALL FURNISH RECORD DRAWINGS TO THE CITY OF KUNA AS FOLLOWS: ONE (1) SET OF ELECTRONIC DRAWINGS ON CD IN PDF FORMAT, AND TWO (2) 24 X 36 SETS ON WHITE PAPER BEFORE FINAL PLAN OR WITHIN 30 DAYS OF FINAL ACCEPTANCE.

WATER

- 1. THE WATER SYSTEM SHALL BE CONSTRUCTED TO CONFORM WITH STANDARDS SET FORTH IN THE 'IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS'...
2. CONTRACTOR SHALL NOTIFY OWNER'S ENGINEER AND KUNA CITY THREE (3) WORKING DAYS BEFORE INITIAL CONSTRUCTION BEGINS...
3. CONTRACTOR SHALL PREVENT THE ENTRY OF ANIMALS, DIRT AND OTHER FOREIGN MATTER INTO PIPES...
4. ALL WATER MAINS SHALL BE PVC CONFORMING TO THE PROVISIONS OF AWWA C-900...
5. MINIMUM DEPTH FOR ALL WATER MAINS SHALL BE FOUR (4) FEET FROM FINISHED GRADE TO TOP OF PIPE...
6. AFTER INSTALLATION OF WATER MAINS, TRENCHES SHALL BE COMPACTED TO 95% OF MAXIMUM PROCTOR DENSITY...
7. ALL MAIN LINE WATER VALVES SHALL BE RESILIENT WEDGE VALVES FOR WATER SUPPLY SERVICE...
8. ALL WATER VALVES SHALL BE FURNISHED WITH A STANDARD CAST IRON 5-1/4 INCH DIAMETER 3-PIECE ADJUSTABLE VALVE BOX...
9. ALL TEES, PLUGS, BENDS, AND OTHER LOCATIONS WHERE UNBALANCED FORCES EXIST...
10. NO. 12 DIRECT BURIAL TRACER WIRE SHALL BE TAPED AT THE CROWN OF WATER MAINS AND SERVICE LINES...
11. ALL WATER MAINLINES SHALL BE LEAK-TESTED, FLUSHED AND DISINFECTED AFTER INSTALLATION OF ALL UTILITIES...
12. WATER MAINLINES SHALL BE DISINFECTED ACCORDING TO SECTION 401 (ISPCW) AND THEN FLUSHED...
13. EACH METER SETTER SHALL BE OPENED TO VERIFY THAT THE CORPORATION STOP IS OPEN...
14. ALL INSTALLED WATER LINES SHALL BE DISINFECTED IN ACCORDANCE WITH DIVISION 400...
15. THE CONTRACTOR MAY PRESSURE TEST ALL WATER LINES AFTER DISINFECTION AND FLUSHING...
16. CONTRACTOR SHALL FIELD VERIFY ALL VALVE BOX LID ELEVATIONS TO ENSURE THAT LID ELEVATIONS MATCH FINAL STREET GRADE...
17. VALVES, FLANGED OR M.J., SHALL BE LOCATED IN THE STREET UNLESS EXPLICITLY APPROVED...
18. WATER SERVICE LINES SHALL BE PLACED IN A 4 INCH DIAMETER SCHEDULE 80 WATER CLASS PIPE...
19. THE CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER SERVICE TO ALL EXISTING WATER USERS...
20. THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING SERVICE CONNECTIONS...
21. CONTRACTOR SHALL STAMP OR STENCIL THE SIDEWALK AT THE POINT WHERE THE SERVICE CROSSES UNDER THE SIDEWALK...
22. THE PAVING CONTRACTOR SHALL SET WATER VALVE RISERS IN CONCRETE COLLARS...
23. ALL HYDRANTS SHALL BE DRY BARREL CONFORMING TO AWWA C-502...
24. INDIVIDUAL 1-INCH WATER SERVICES SHALL BE INSTALLED FOR EACH CONNECTION...
25. MULTIPLE TAPS IN THE SAME PIPE JOINT SHALL BE STAGGERED AND SHALL BE SEPARATED BY A MINIMUM OF ONE (1) FOOT...
26. ALL PIPE, MAINS, AND SERVICES SHALL BE BEDDED WITH TYPE I OR TYPE III BEDDING...
27. WHERE IT IS NECESSARY FOR NON-POTABLE WATER (INCLUDING STORM DRAIN) AND DRINKING WATER TO CROSS EACH OTHER WATER PIPE SHALL CONFORM WITH THE IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS, SECTION 542.

IRRIGATION

- 1. ALL DESIGN AND CONSTRUCTION OF PRESSURE IRRIGATION DISTRIBUTION FACILITIES SHALL CONFORM TO THESE CITY OF KUNA DESIGN AND CONSTRUCTION STANDARDS...
2. ALL NEW DEVELOPMENT WITHIN THE CITY OF KUNA SHALL INSTALL SEPARATE IRRIGATION SYSTEMS...
3. A REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY WATTS REGULATOR SERIES 009...
4. ALL CROSSINGS OF ACHD RIGHT OF WAY SHALL BE SLEEVED WITH C-900 PIPE...
5. MINIMUM BURIAL DEPTH FOR ALL IRRIGATION MAINS SHALL BE 3 FEET FROM FINISH GRADE...
6. PRESSURE IRRIGATION MAIN LINE PIPING SHALL BE CONSTRUCTED OF POLY-100% VINYL-CHLORIDE (PVC)...
7. ALL FITTINGS SHALL BE CAST IRON, DUCTILE IRON, PVC, BRASS OR STAINLESS STEEL...
8. VALVES FOR SIZES UP TO 3-INCH SHALL BE RISING STEM, SOLID DOUBLE WEDGE DISC...
9. ALL IRRIGATION LINES SHALL BE INSTALLED SUCH THAT THEY AUTOMATICALLY VENT AIR DURING THE FILLING AND DRAINING...
10. VALVES FOR STREET CROSSINGS SHALL BE PLACED WITHIN 2 FEET OF THE BACK EDGE OF SIDEWALK...
11. ALL IRRIGATION PIPE SHALL BE INSTALLED WITH FINDER TAPE...
12. THE IRRIGATION SERVICE SHALL BE CONSTRUCTED AS DETAILED IN THE CITY OF KUNA STANDARD DRAWINGS...
13. ALL IRRIGATION MAINS, FOUR-INCH DIAMETER AND SMALLER, SHALL BE DESIGNED TO FREELY DRAIN AT THE END OF THE IRRIGATION SEASON...
14. ALL INSTALLED IRRIGATION SYSTEMS SHALL BE TESTED FOR LEAKAGE...
15. ALL PIPE, MAINS AND SERVICES, SHALL BE BEDDED WITH TYPE I BEDDING...
16. THE DEVELOPER SHALL SUBMIT COMPLETE PLANS AND SPECIFICATIONS TO THE CITY ENGINEER FOR REVIEW AND APPROVAL...
17. INSPECTION OF WORK WITHIN THE RIGHT-OF-WAYS SHALL BE BY THE ADA COUNTY HIGHWAY DISTRICT...
18. ALL ASPHALT MATCH LINES FOR PAVEMENT REPAIR SHALL BE PARALLEL TO THE CENTERLINE OF THE STREET...
19. IF THE CUMULATIVE DAMAGE PAVEMENT AREA EXCEEDS 50% OF THE TOTAL ROAD SURFACE...
20. CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO ENSURE MATCH LINE DOES NOT FALL WITHIN THE WHEEL PATH...
21. FLOWABLE FILL OR IMPORTED MATERIAL MAY BE REQUIRED IF THE NATIVE TRENCH MATERIAL IS DEEMED UNSUITABLE...
22. IF THE CUMULATIVE DAMAGE PAVEMENT AREA EXCEEDS 50% OF THE TOTAL ROAD SURFACE...
23. CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO ENSURE MATCH LINE DOES NOT FALL WITHIN THE WHEEL PATH...
24. FLOWABLE FILL OR IMPORTED MATERIAL MAY BE REQUIRED IF THE NATIVE TRENCH MATERIAL IS DEEMED UNSUITABLE...
25. E. ANY EXCEPTIONS TO THESE RULES SHALL BE PRE-APPROVED IN WRITING BY DISTRICT STAFF...
26. THE ENGINEER OF RECORD CERTIFIES THAT THE PLANS ARE PREPARED IN SUBSTANTIAL CONFORMANCE WITH THE ACHD POLICY...
27. ABANDONED BUILDINGS, TEST PITS OR WATERWAYS LOCATED WITHIN CURRENT OR FUTURE RIGHT-OF-WAY SHALL BE RE-EVACUATED TO NATIVE SOIL AND BACKFILLED WITH STRUCTURAL FILL PER ISPCW SPECIFICATIONS...

ROADWAY ACHD

- 1. ALL CONSTRUCTION WITHIN PUBLIC RIGHT OF WAY SHALL CONFORM TO THE CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION...
2. INSPECTION OF WORK WITHIN THE RIGHT-OF-WAYS SHALL BE BY THE ADA COUNTY HIGHWAY DISTRICT...
3. ALL ASPHALT MATCH LINES FOR PAVEMENT REPAIR SHALL BE PARALLEL TO THE CENTERLINE OF THE STREET...
4. IF THE CUMULATIVE DAMAGE PAVEMENT AREA EXCEEDS 50% OF THE TOTAL ROAD SURFACE...
5. CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO ENSURE MATCH LINE DOES NOT FALL WITHIN THE WHEEL PATH...
6. FLOWABLE FILL OR IMPORTED MATERIAL MAY BE REQUIRED IF THE NATIVE TRENCH MATERIAL IS DEEMED UNSUITABLE...
7. IF THE CUMULATIVE DAMAGE PAVEMENT AREA EXCEEDS 50% OF THE TOTAL ROAD SURFACE...
8. CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO ENSURE MATCH LINE DOES NOT FALL WITHIN THE WHEEL PATH...
9. FLOWABLE FILL OR IMPORTED MATERIAL MAY BE REQUIRED IF THE NATIVE TRENCH MATERIAL IS DEEMED UNSUITABLE...
10. E. ANY EXCEPTIONS TO THESE RULES SHALL BE PRE-APPROVED IN WRITING BY DISTRICT STAFF...
11. THE ENGINEER OF RECORD CERTIFIES THAT THE PLANS ARE PREPARED IN SUBSTANTIAL CONFORMANCE WITH THE ACHD POLICY...
12. ABANDONED BUILDINGS, TEST PITS OR WATERWAYS LOCATED WITHIN CURRENT OR FUTURE RIGHT-OF-WAY SHALL BE RE-EVACUATED TO NATIVE SOIL AND BACKFILLED WITH STRUCTURAL FILL PER ISPCW SPECIFICATIONS...

TBM #1:

Checked box at the northwest corner of the sidewalk adjacent to the northwest corner of the storage facility office. Elevation=2678.63

Sheet Index

- Sheet 1 - Cover/Note Sheet
Sheet 2 - Subdivision Layout Sheet
Sheet 3 - Detail Sheets
Sheet 4 - Dimension Sheet
Sheet 5 - Grading, Drainage and Utility Sheet
Sheet 6 - Pressurized Irrigation Sheet
Sheet 7 - Deer Flat Road Improvement Sheet

Professional Engineer
Mason & Associates
9212
STATE OF IDAHO
WILLIAM J. MASON
July 17, 2019

SEWER

- 1. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION...
2. FINAL APPROVAL AND ACCEPTANCE OF ALL SEWER CONSTRUCTION WILL BE BY THE CITY OF KUNA...
3. ALL SEWER PIPE AND FITTINGS 4 INCH THROUGH 15 INCH DIAMETER SHALL BE POLYVINYL CHLORIDE (PVC)...
4. SEWER CONSTRUCTION INSPECTIONS WILL BE PERFORMED BY THE OWNER'S ENGINEER OR DESIGNATED REPRESENTATIVE...
5. AFTER SEWER SERVICE STUB OUTS ARE INSTALLED AND MARKED...
6. BEFORE FINAL ACCEPTANCE, AFTER ALL UTILITIES ARE INSTALLED AND PRIOR TO PAVING...
7. ALL MANHOLES SHALL BE CONSTRUCTED TO THE TOP OF CONE LOCATED WITHIN TWELVE (12) INCHES OF FINISHED GRADE...
8. THE PAVING CONTRACTOR SHALL SET THE GRADE RINGS AND POUR THE CONCRETE COLLARS...
9. SEWER SERVICE STUB OUTS SHALL BE LOCATED AT THE POINTS SHOWN ON THE DRAWINGS...
10. GROUNDWATER LEVELS SHALL BE MAINTAINED BELOW THE BOTTOM OF THE TRENCH...
11. TRENCH BACKFILL ABOVE THE PIPE ZONE SHALL BE INSPECTED BY ACHD...
12. ALL STATIONING SHALL BE REFERENCED TO THE GRAVITY SEWER CENTERLINE...
13. SEWER SERVICE LINES SHALL BE INSTALLED PRIOR TO STREET IMPROVEMENTS...
14. THE HORIZONTAL SEPARATION OF POTABLE WATER AND SEWER MAINS SHALL BE A MINIMUM OF TEN (10) FEET...
15. SEWER CONSTRUCTION SHALL MEET THE SPECIFIC DETAILS AND REQUIREMENTS OF THE FOLLOWING STANDARD DRAWINGS...
16. SEWER MAIN MANHOLES SHALL BE CONSTRUCTED AT ALL CHANGES IN PIPE GRADE...
17. THE CONTRACTOR SHALL LEAVE THE EXCAVATION FOR THE UPSTREAM END OF ALL SERVICE LINES OPEN...
18. THE CONTRACTOR SHALL INSTALL A REMOVABLE PLUG IN THE DOWN STREAM SIDE...
19. ALL PIPE, MAINS, AND SERVICES SHALL BE BEDDED WITH TYPE I BEDDING...
20. PRIOR TO CONNECTING TO THE EXISTING SEWER SYSTEM, WHERE THE CONNECTION IS MADE BETWEEN MANHOLES...

Table with columns: JOB NO., DWG NO., SCALE, DATE, DESCRIPTION, DRAWN BY, CHECKED BY, APP'D BY, CLIENT, ADDRESS, PHONE, SHEET NO., SHEETS.

DRAWING TITLE: LETE COMMERCIAL No. 1 COVER/ NOTE SHEET SHEET NO. 1 OF 7 SHEETS

LETE COMMERCIAL SUBDIVISION PHASE 1

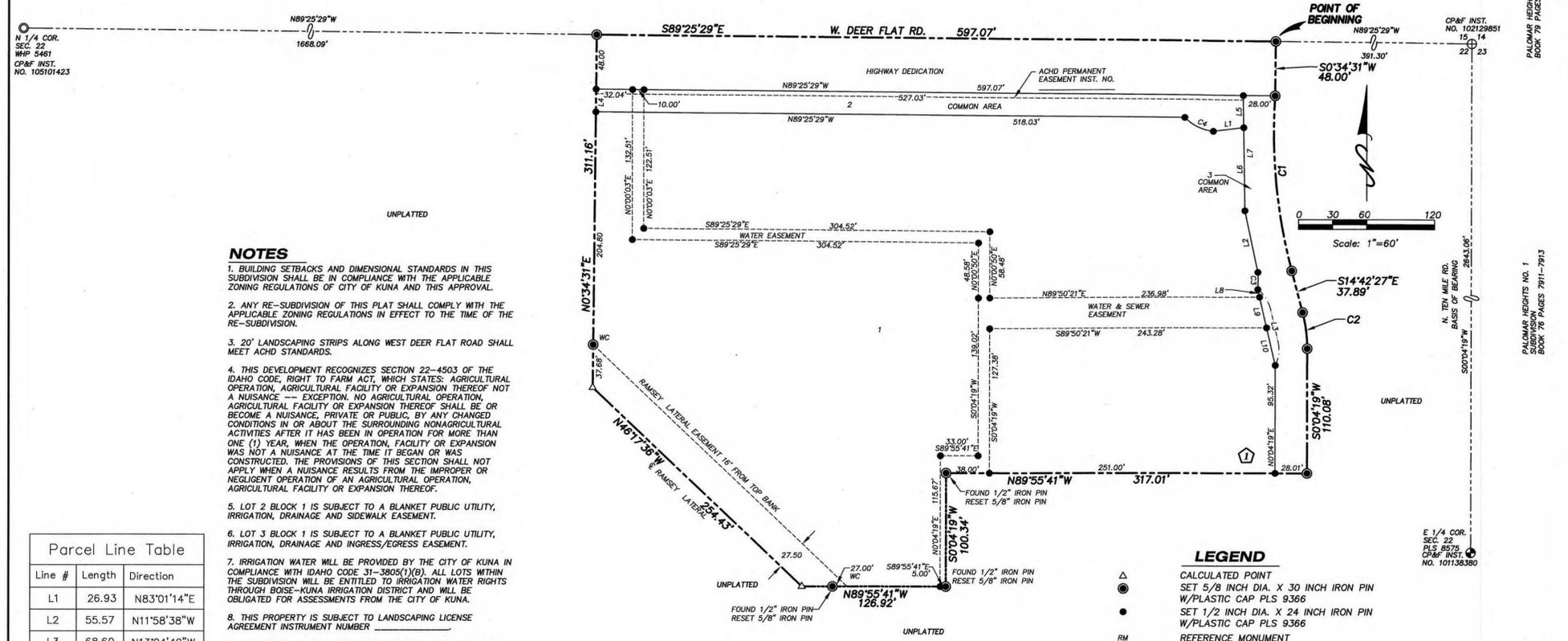
A PART OF THE NE 1/4, NE 1/4, SECTION 22, T. 2 N., R. 1 W., B.M.
KUNA, ADA COUNTY, IDAHO
2019

N 1/4 COR.
SEC. 22
NWP 5461
CP&F INST.
NO. 105101423

CRIMSON POINT SUBDIVISION
PHASE 5
BOOK 102 PAGES 13700-13705

CRIMSON POINT
VILLAS SUBDIVISION
BOOK 108 PAGES 15285-15288

PALOMAR HEIGHTS NO. 3 SUBDIVISION
BOOK 79 PAGES 6471-6476



NOTES

- BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF CITY OF KUNA AND THIS APPROVAL.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT TO THE TIME OF THE RE-SUBDIVISION.
- 20' LANDSCAPING STRIPS ALONG WEST DEER FLAT ROAD SHALL MEET ACHD STANDARDS.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF NOT A NUISANCE -- EXCEPTION. NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.
- LOT 2 BLOCK 1 IS SUBJECT TO A BLANKET PUBLIC UTILITY, IRRIGATION, DRAINAGE AND SIDEWALK EASEMENT.
- LOT 3 BLOCK 1 IS SUBJECT TO A BLANKET PUBLIC UTILITY, IRRIGATION, DRAINAGE AND INGRESS/EGRESS EASEMENT.
- IRRIGATION WATER WILL BE PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE 31-3805(1)(B). ALL LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS THROUGH BOISE-KUNA IRRIGATION DISTRICT AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA.
- THIS PROPERTY IS SUBJECT TO LANDSCAPING LICENSE AGREEMENT INSTRUMENT NUMBER _____
- THIS PROPERTY IS IN FLOOD ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FEMA MAP NUMBER 16001C0250J, MAP REVISED OCTOBER 2, 2003.

Parcel Line Table

Line #	Length	Direction
L1	26.93	N83°01'14"E
L2	55.57	N11°58'38"W
L3	68.60	N13°04'40"W
L4	20.00	N0°34'31"E
L5	28.32	S0°48'52"E
L6	73.46	S0°48'52"E
L7	101.78	S0°48'52"E
L8	6.96	S13°04'40"E
L9	27.70	S13°04'40"E
L10	33.94	S13°04'40"E

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	155.93	482.00	18°32'10"	S5°26'22"E	155.26	78.65
C2	32.24	125.00	14°46'46"	S7°19'04"E	32.15	16.21
C3	15.17	75.28	11°33'00"	N0°21'12"E	15.15	7.61
C4	28.37	37.22	43°40'39"	S64°04'39"E	27.69	14.92

LEGEND

- △ CALCULATED POINT
- SET 5/8 INCH DIA. X 30 INCH IRON PIN W/PLASTIC CAP PLS 9366
- SET 1/2 INCH DIA. X 24 INCH IRON PIN W/PLASTIC CAP PLS 9366
- RM REFERENCE MONUMENT
- WC WITNESS CORNER
- ⬡ BLOCK NUMBERS
- BOUNDARY LINE
- - - LOT LINE
- - - SECTION LINE
- - - EASEMENTS



Mason & Associates
Professional Engineers,
Land Surveyors
& Planners
824 3rd St. South, Nampa, ID 83851
(208) 454-0256 Fax (208) 467-4130

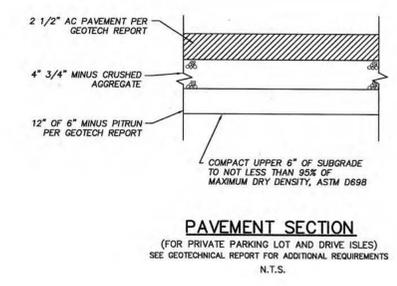
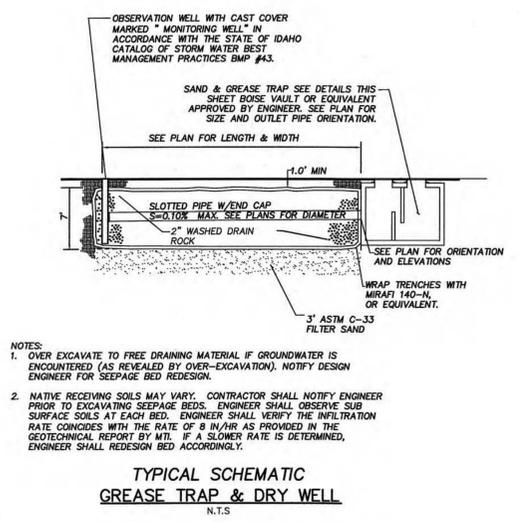
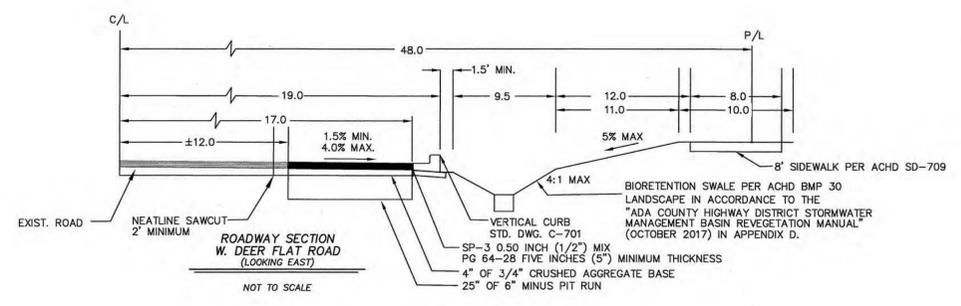
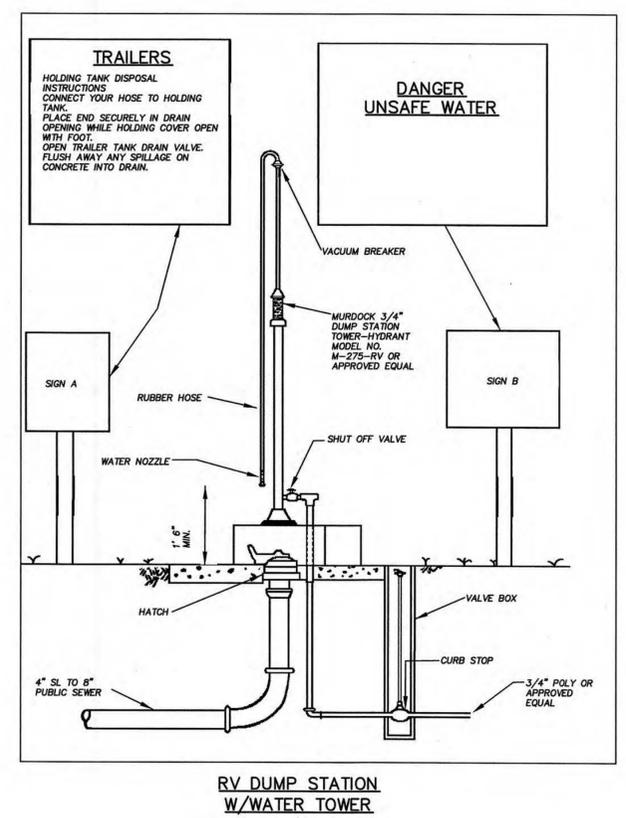
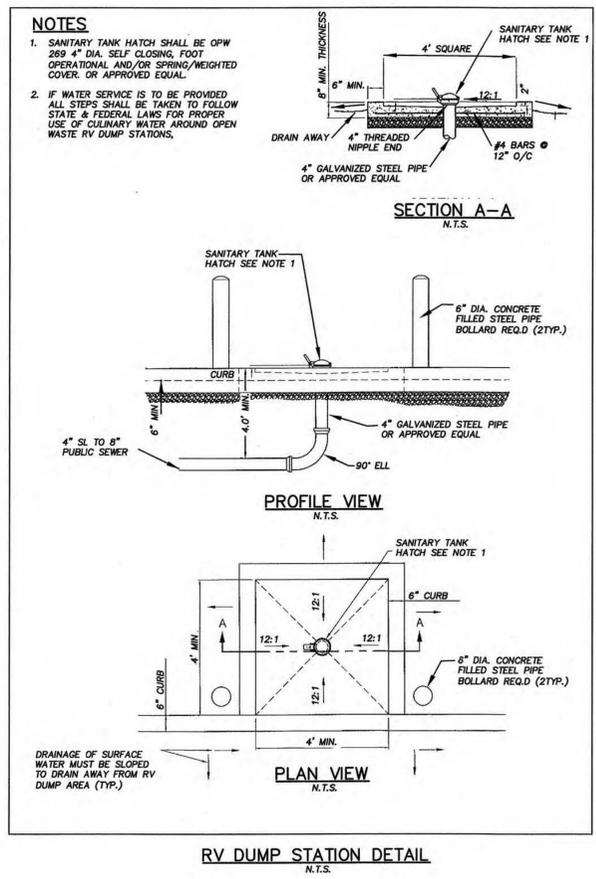
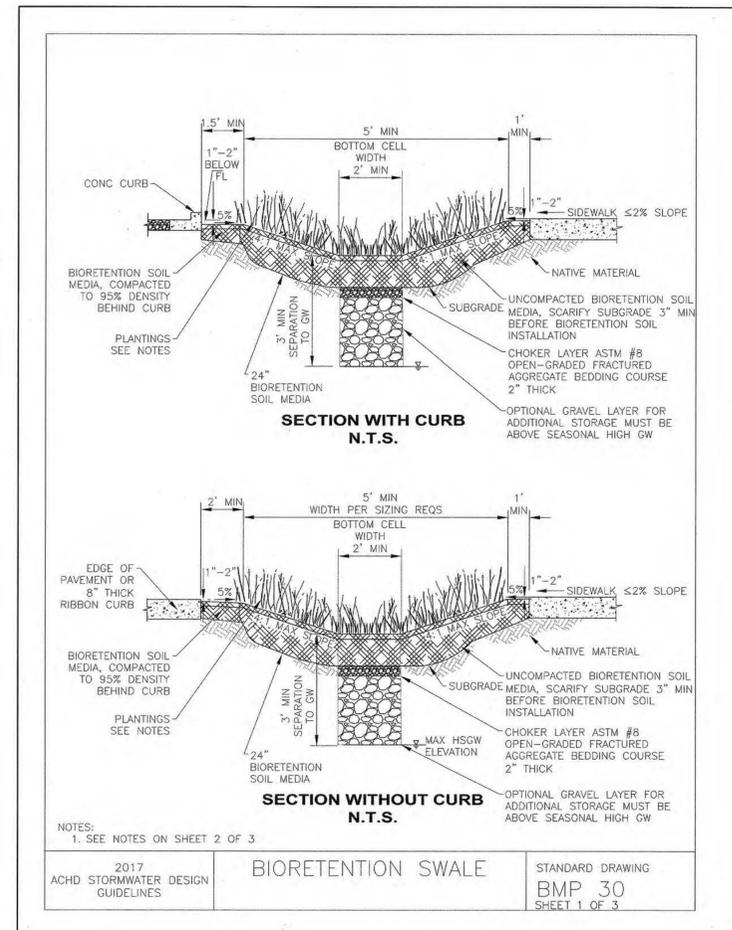
JY0318002 07/17/19
SHEET 1 of 3
BK. _____ PG. _____

NOTE:
LAYOUT SHOWN MAY NOT REFLECT
THE ACTUAL RECORDED PLAT

William J. Mason
Professional Engineer
9212
STATE OF IDAHO
WILLIAM J. MASON
July 17, 2019

DRAWING TITLE SUBDIVISION LAYOUT	JOB NO. JY1308	DWG NO. JY1308002	SCALE: Vert. 1"=60' Horz. _____	FIELD BOOK NO. _____	CLIENT: INAKI LETE 117 N. KINGS ROAD NAMPÄ, ID 83867 (208) 465-6141
					DESIGNED BY: _____
LETE COMMERCIAL SUBDIVISION PHASE 1	SHEET NO. 2 OF 7 SHEETS	Rev. _____	DESIGNED BY: _____	DATE: _____	NO. BY: _____
			DRAWN BY: JH 1/1/19	CHECKED BY: _____	APPROVED BY: _____

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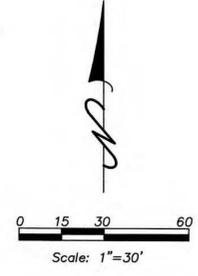
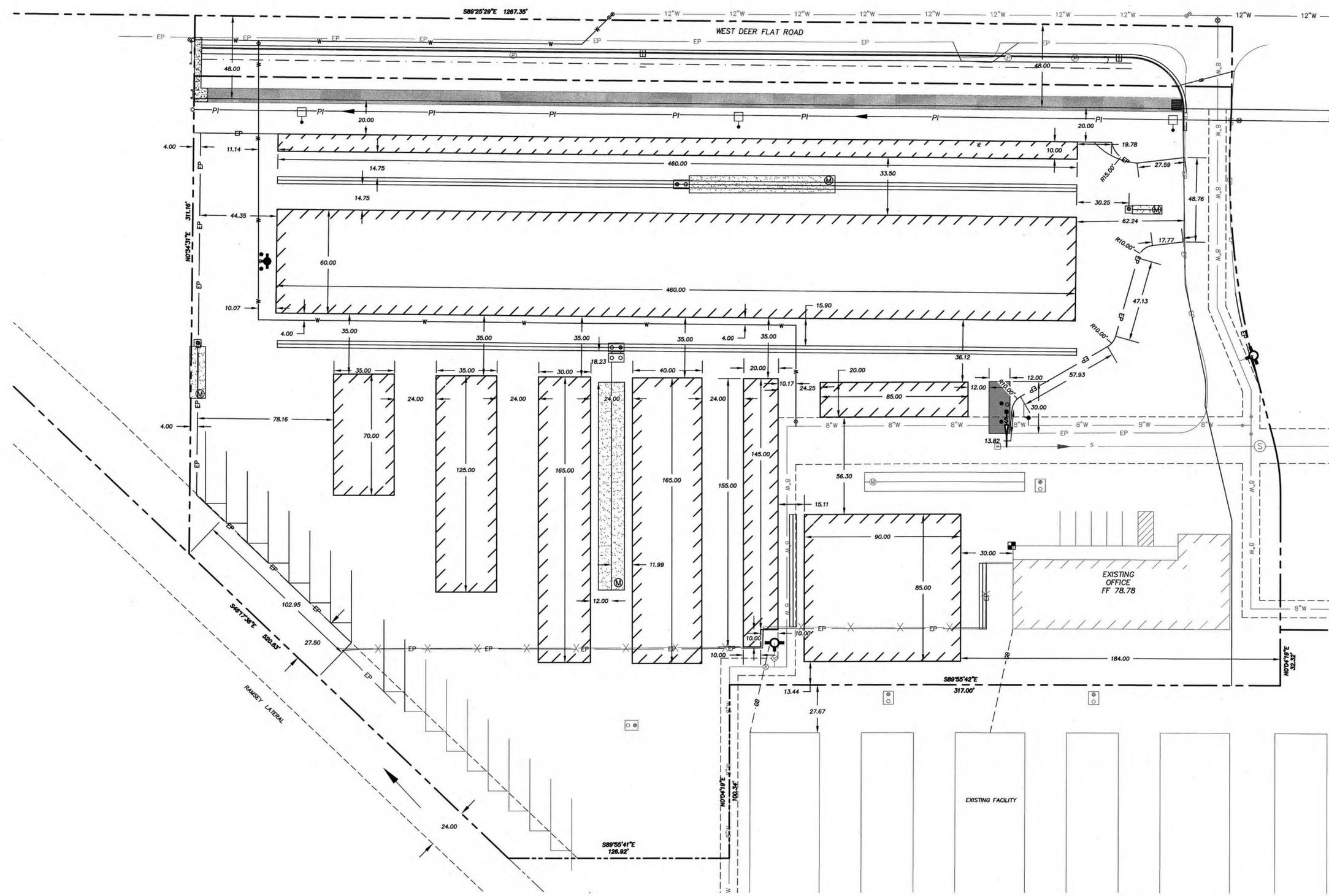


Professional Engineer
LICENSE NO. 9212
WILLIAM J. MASON
STATE OF IDAHO

July 17, 2019

NO.	BY	DATE	DESCRIPTION
1	SAP	4/18/19	ACHD COMMENTS
2	SAP	7/10/19	CITY OF KUNA COMMENTS
REVISIONS			
DESIGNED BY:	DRAWN BY:	CHECKED BY:	APPROVED BY:
Professional Engineers, Land Surveyors & Planners			
Mason & Associates			
CLIENT: INAKE LETE, 117 NORTH KINGS RD, Nampa, ID 83667, (208) 465-6141			
JOB NO. FE0517	DWG NO. FE0517003	SCALE: ng	FIELD BOOK NO. ng
DRAWING TITLE: LETE COMMERCIAL No. 1 DETAIL SHEET			
SHEET NO. 3 OF 7 SHEETS			

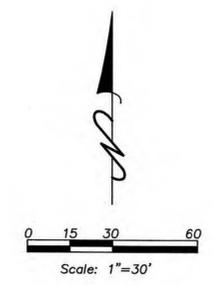
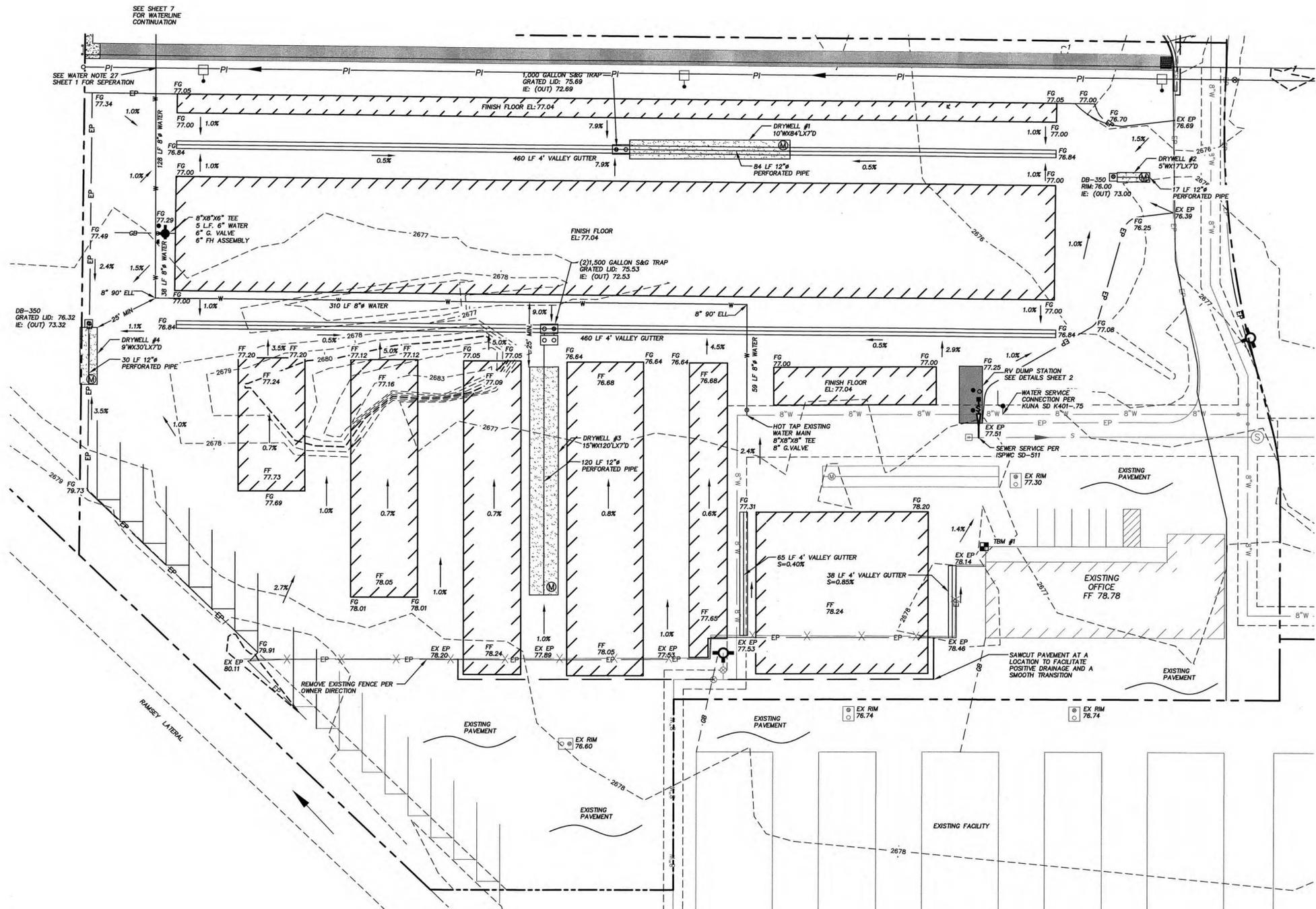
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JOB NO. FE0517		CLIENT:	INAKE LETE
DWG NO. FE0517004		117 NORTH KINGS RD	
SCALE:		Nampa, ID 83687	
Vert: 1"=30'			
Horz: 1"=30'			
FIELD BOOK NO.		(208) 465-6141	
DRAWING TITLE:		LET COMMERCIAL No. 1	
SHEET NO. 4 OF 7 SHEETS		DIMENSION SHEET	
Rev			
NO.	BY	DATE	DESCRIPTION
1	SAP	4/18/19	A/C/D COMMENTS
2	SAP	7/10/19	CITY OF RUMA COMMENTS
DESIGNED BY: SAP			
DRAWN BY: SAP			
CHECKED BY:			
APP'D BY:			
Professional Engineers, Land Surveyors & Planners 904 1st S. South Nampa, ID 83685 (208) 654-6238 Fax (208) 654-6979			
Mason & Associates			

William J. Mason
 PROFESSIONAL ENGINEER
 LICENSE NO. 9212
 STATE OF IDAHO
 WILLIAM J. MASON
 July 17, 2019

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- LEGEND**
- Existing Fire Hydrant
 - Existing Gate Valve
 - Existing 1500 Gallon Sand and Grease Trap
 - Existing Power Pole
 - Existing Edge of Pavement
 - Existing Monitoring Well
 - Existing Water Main
 - Existing Sewer Main
 - Existing Fence
 - Existing Sewer Cleanout
 - Utility Easement Line
 - Property Line
 - Install New Fire Hydrant
 - Install gate Valve
 - Install DB-350 Sediment box
 - Install Sand and Grease Trap (see plan for size)
 - Install New Monitoring Well
 - Install Pipe Ballard
 - Install New 8" Water Main
 - Proposed Edge of Pavement
 - Install New 12" Pressurized Irrigation Main
 - Install New Pressurized Irrigation Service
 - Install Street Light
 - Install 3/4" Water Service

NO.	DATE	DESCRIPTION
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2	7/10/19	CITY OF KUMA COMMENTS
3		
4		
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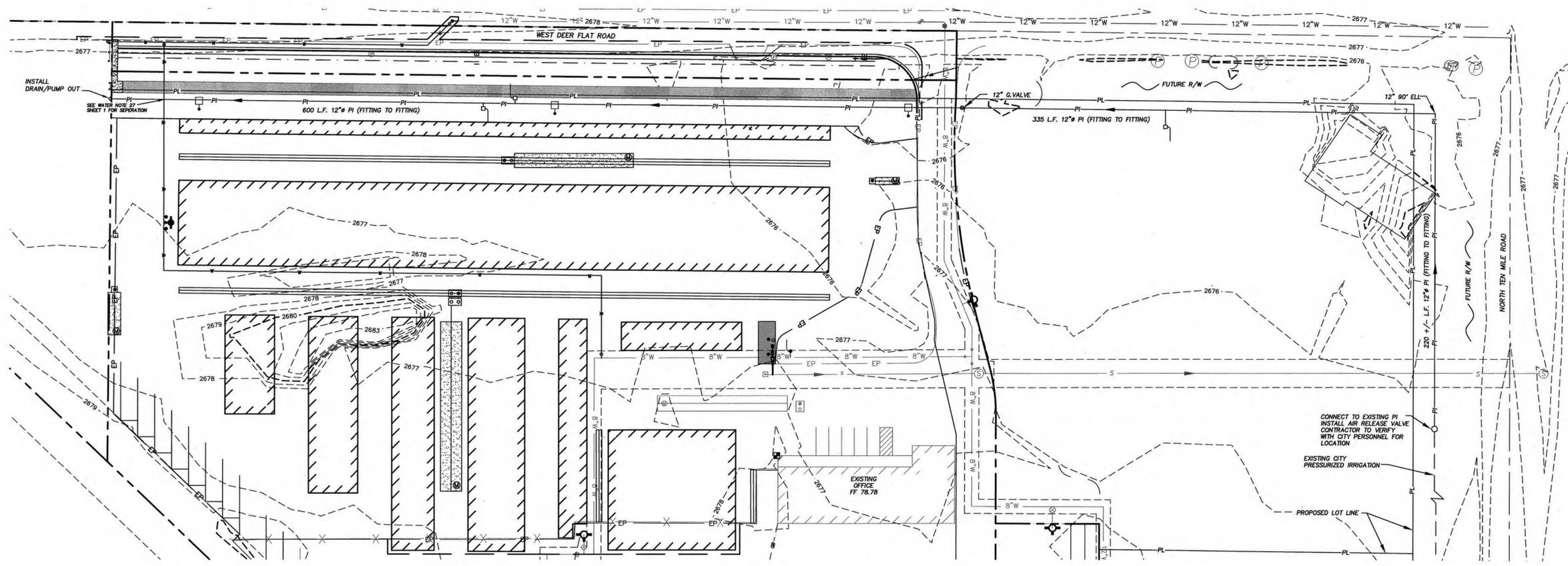
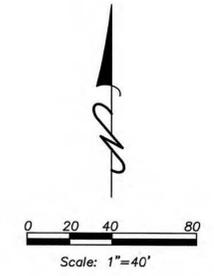
DESIGNED BY:	SAP
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CHECKED BY:	
APPROVED BY:	

JOB NO.	FE0517
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SCALE:	1"=30'
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Horz:	nc
FIELD BOOK NO.	

DRAWING TITLE:	LETE COMMERCIAL No. 1
	GRADING, DRAINAGE & UTILITY PLAN
SHEET NO. 5 OF 7 SHEETS	Rev. 0

William J. Mason
 PROFESSIONAL ENGINEER
 LICENSED
 9212
 STATE OF IDAHO
 WILLIAM J. MASON
 July 17, 2019

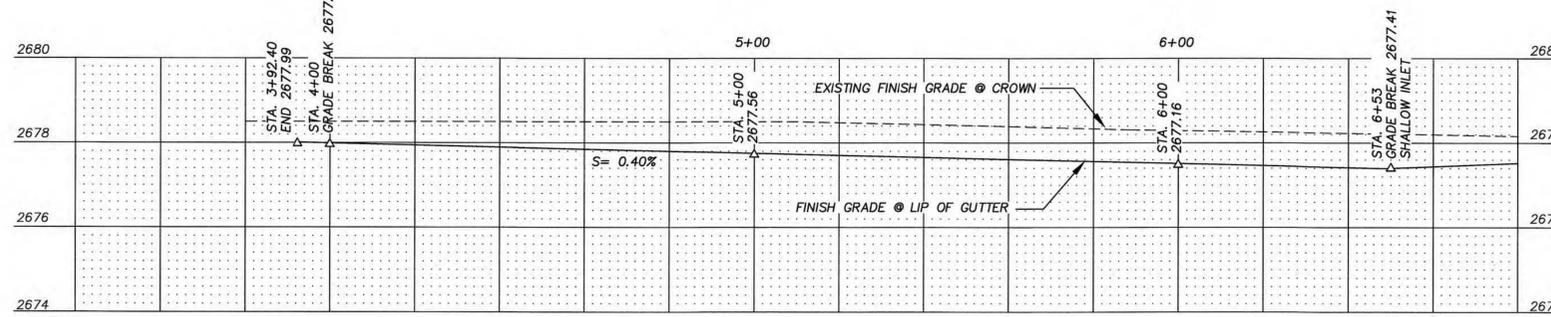
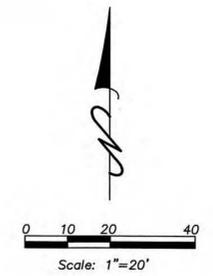
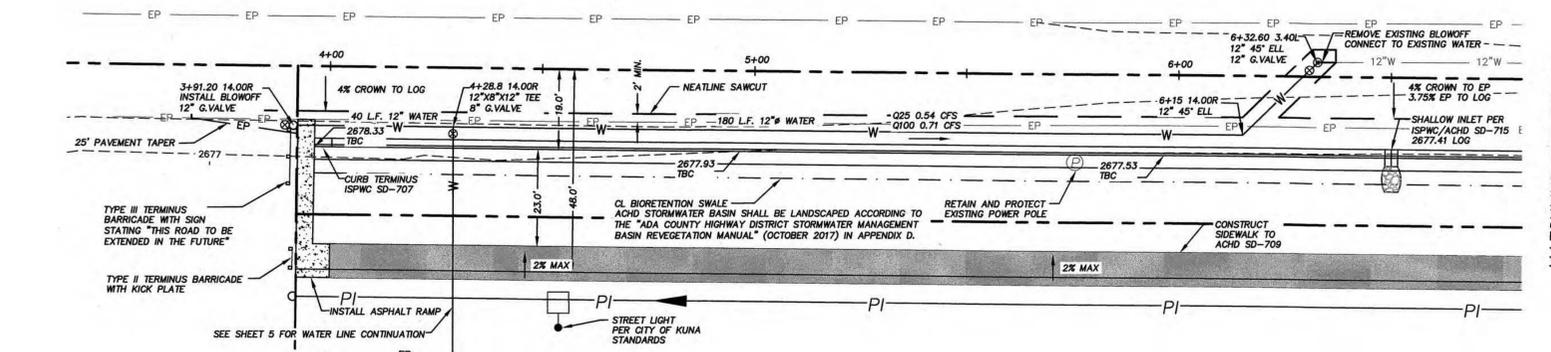
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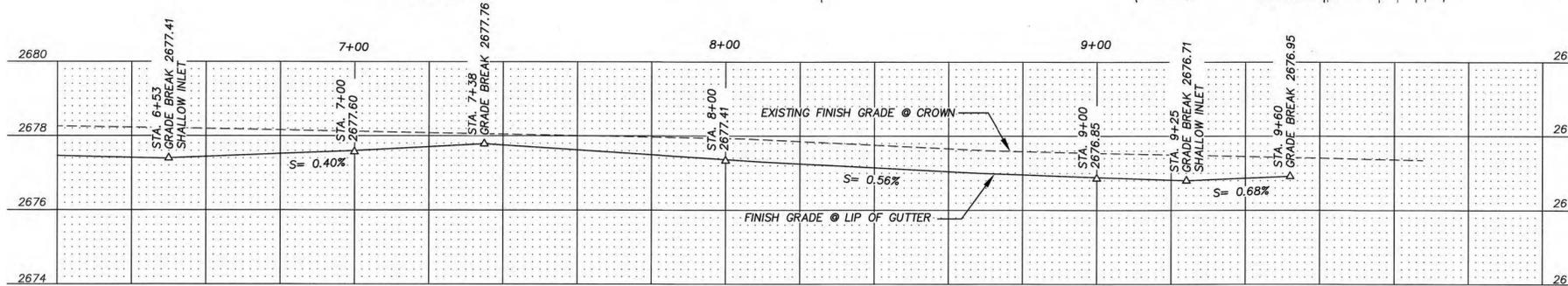
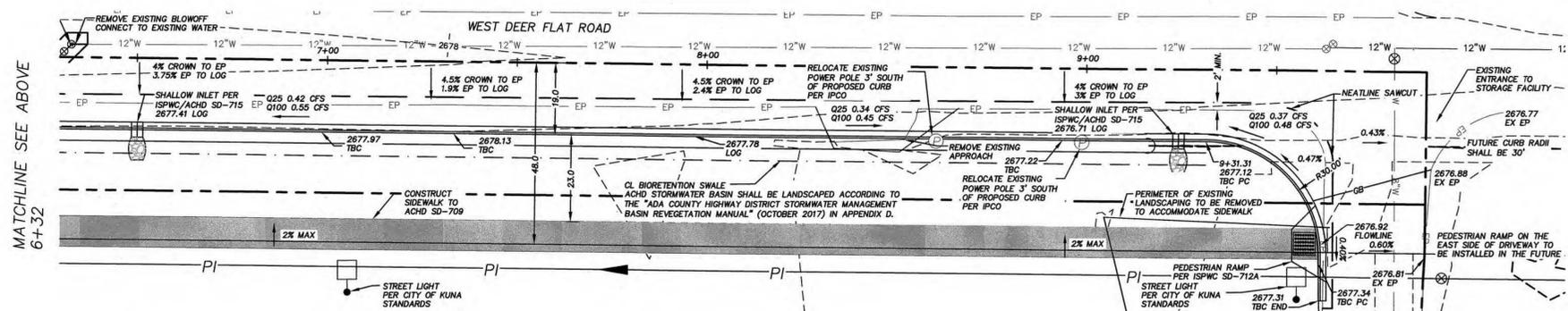
DESIGNED BY: SAP		DATE: 4/18/19	DESCRIPTION: ACHD COMMENTS
DRAWN BY: SAP		DATE: 7/10/19	DESCRIPTION: CITY OF KUWA COMMENTS
CHECKED BY:		DATE:	DESCRIPTION:
APPROVED BY:		DATE:	DESCRIPTION:
Professional Engineers, Land Surveyors & Planners Mason & Associates 884 S.W. 5th Ave. D-1881 (208) 465-6141			
CLIENT: INAKE LETE 117 NORTH KINGS RD Nampa, ID 83887 (208) 465-6141			
JOB NO. FE0517	DWG NO. FE0517007	SCALE: AS SHOWN	FIELD BOOK NO.
DRAWING TITLE: LETE COMMERCIAL No. 1 PRESSURE IRRIGATION		DATE: 7/17/19	
SHEET NO. 6 OF 7 SHEETS		REV: 0	

William J. Mason
 PROFESSIONAL ENGINEER
 LICENSED
 9212
 STATE OF IDAHO
 WILLIAM J. MASON
 July 17, 2019

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WEST DEER FLAT ROAD



WEST DEER FLAT ROAD

MATCHLINE SEE BELOW

MATCHLINE SEE ABOVE
6+32

NO.		BY	DATE	DESCRIPTION
1	1	SAP	4/18/19	ACHD COMMENTS
2	2	SAP	7/10/19	CITY OF KUNA COMMENTS
REVISIONS				
DESIGNED BY:		Professional Engineers, Land Surveyors & Planners		
DRAWN BY:		Mason & Associates		
CHECKED BY:		804 S.W. 3rd Ave. Suite 1000 (208) 465-8141		
APPROVED BY:		Professional Engineer License No. FE0517		
CLIENT:		INAKE LETE 117 NORTH KINGS RD NANPA, ID 83867 (208) 465-8141		
JOB NO.	FE0517			
DWG NO.	FE0517006			
SCALE:	1"=20'			
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DEER FLAT ROAD IMPROVEMENTS				
SHEET NO. 7 OF 7 SHEETS				

July 18, 2019

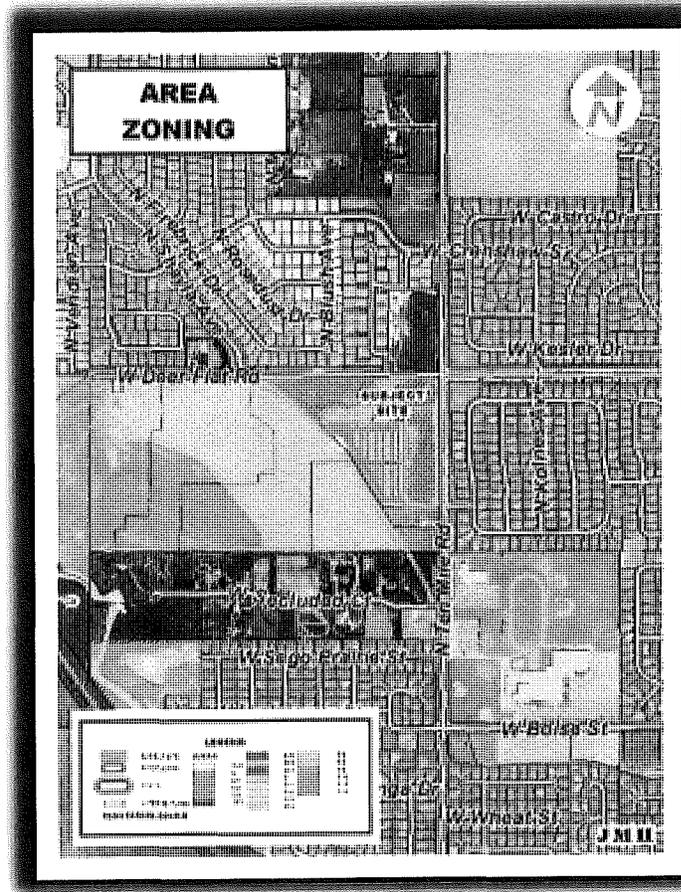
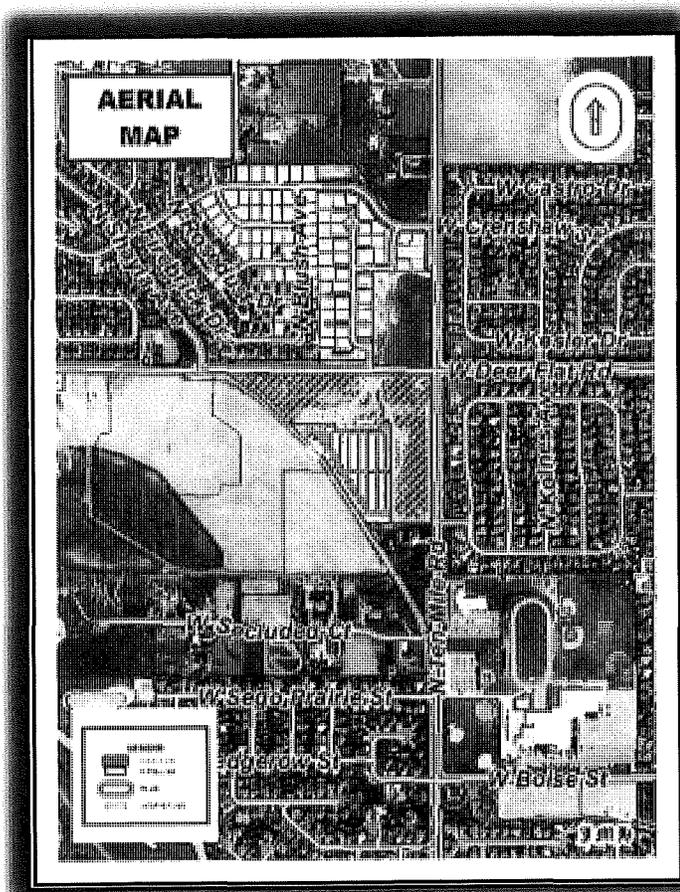
- iv. Kuna Melba Newspaper
- v. Site Posted

November 7, 2018
November 8, 2018

B. Applicant's Request:

The applicant, Inaki Lete, requests to subdivide approximately 12.19-acres into 19 total lots, consisting of 10 commercial buildable lots, and 9 Common lots and has reserved the name Lete Commercial Subdivision. A Design Review application for site landscaping, and an addition to an existing on-site mini storage facility, which features eight (8) additional storage buildings on approximately 4.93-acres, accompanies this application. The subject site is located at 1795 West Deer Flat Road, Kuna, ID 83634, within Section 22, Township 2 North, Range 1 West; (APN# S1322111056).

C. Exhibit Maps:

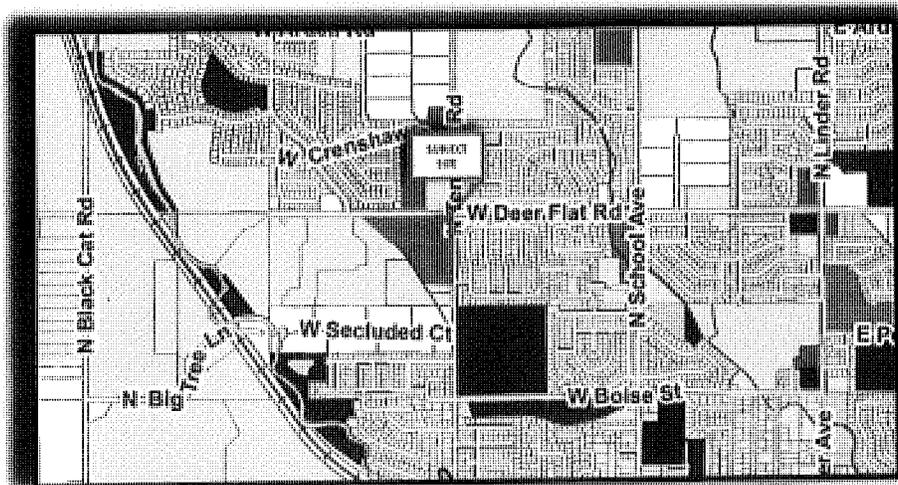


D. Site History:

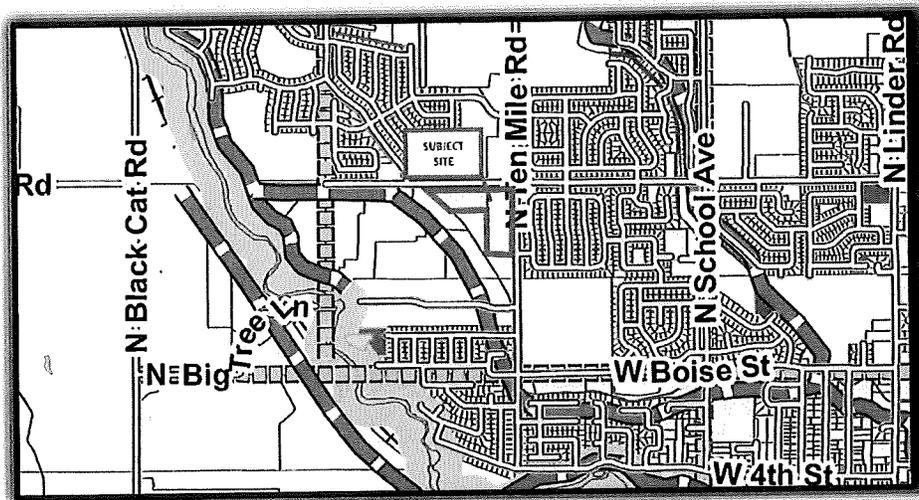
This parcel is currently zoned C-1 within Kuna City Limits. A special use permit for the self-storage addition was approved by the Planning and Zoning Commission on February 13, 2018 and the Findings of Fact and Conclusions of Law were signed on February 27, 2018.

E. General Projects Facts:

1. **Comprehensive Plan Map:** The Future Land Use Map (Comp Plan Map) is intended to serve as a *guide* for the decision-making body for the City. The Comp Plan map indicates land use designations generally speaking, it is not the actual zone. The Future Land Use Map identifies the 12.19-acre site as Commercial.



2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map does not indicate a future trail through the proposed project site.



3. Surrounding Land Uses:

North	C-1	Neighborhood Commercial – Kuna City
	R-4	Medium Density Residential – Kuna City
	RUT	Rural Urban Transition – Ada County
South	R-4	Medium Density Residential – Kuna City
East	R-6	Medium Density Residential – Kuna City
West	R-6	Medium Density Residential – Kuna City
	R-4	Medium Density Residential – Kuna City

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

Property Owner	Parcel Size	Current Zone:	Parcel Number
Lete Family Revocable Trust	12.19 acres	C-1	S1322111056

5. **Services:**

- Sanitary Sewer– City of Kuna
- Potable Water – City of Kuna
- Pressurized Irrigation – City of Kuna (KMID)
- Fire Protection – City of Kuna (KMID)
- Police Protection – Kuna Police (Ada County Sheriff’s office)
- Sanitation Services – J & M Sanitation

6. **Existing Structures, Vegetation and Natural Features:**

The proposed project site has a single-family residence on the corner of Ten Mile Road and Deer Flat Road, which will remain in place until the remainder of the property is developed in the future. Otherwise, the parcel is generally vacant of any structures and vegetation on-site include natural grasses and shrubbery associated with an ungraded, unimproved building lot. The site is relatively flat with an estimated average slope of 0% to 2%. Bedrock depth is estimated to be greater than sixty inches according to the USDA Soil Survey for Ada County.

7. **Transportation / Connectivity:**

Current access is available to the site via an existing full access driveway on West Deer Flat Road approximately 410-feet west of Ten Mile Road and an existing full access driveway on Ten Mile Road approximately 916-feet south of Deer Flat Road. Additionally, the existing single-family home is accessed via two driveways located 55-feet south of Deer Flat Road and 80-feet west of Ten Mile Road. Curb, gutter and sidewalk do not abut the site.

8. **Environmental Issues:**

Staff is not aware of any environmental issues, health or safety conflicts beyond the designation of being in the nitrate priority area. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site.

9. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:

- Boise Project Board of Control Exhibit C-2
- Idaho Transportation Department Exhibit C-3
- Department of Environmental Quality Exhibit C-4
- Nampa & Meridian Irrigation District Exhibit C-5
- Central District Health Department Exhibit C-6
- Ada County Highway District Exhibit C-7

F. **Staff Analysis:**

The applicant proposes to subdivide an approximately 12.19-acre site into 19 total lots, consisting of 10 commercial buildable lots, and 9 Common lots. When a portion of this project was granted a special use permit in February of 2018, a condition of approval was added which required the applicant to begin the preliminary plat process for the overall site within one year of the Commission’s Order of Decision. Staff confirms that the applicant has satisfied that condition of approval.

This project is adjacent to Deer Flat Road and Ten Mile. All major public utilities located approximately within 300 feet of the subject site. Applicant is aware that development of these parcels will require connection to all city services and associated connection fees at time of building permit submittal.

The applicant has proposed shared accesses onto Ten Mile Road between proposed lots 18 and 16, 14 and 13, while the remaining lots are to be accessed via an existing access on Deer Flat Road. Following Correspondence with Ada County Highway District (ACHD) access to the proposed buildable lots will only be granted via approved existing access points on Ten Mile and Deer Flat Roads. However, ACHD will permit an additional right-in/right-out entry point along Ten Mile no further than 550-Ft from the Deer Flat Road and Ten Mile Road Intersection. Staff would recommend the applicant be conditioned to work with ACHD and City in order to provide access to the site that meets Kuna City Code and ACHD Policy. Additionally, Staff will require the applicant to allow cross access across all newly created parcels.

Per comments received by ACHD, the existing driveways that service the above-mentioned household should be approved as temporary full access that may be restricted to a right-out/right-in only in the future as long as the house retains its current function as single-family residence. According to the applicant, the existing house will remain in place until the proposed phase that contains the residence is developed. Staff would note, at such time that the property is redeveloped Ada County Highway District and the City of Kuna will require the applicant to close the existing driveways.

The installation of streetlights are a required public improvement listed under Kuna City Code 6-4-2. The applicant has not identified streetlight locations on the preliminary plat. Applicant will be required to work with staff in order to comply with Kuna City code and install street lights a maximum spacing of two hundred fifty (250) feet along the site's frontage. An updated preliminary plat and site plan will be required to be provided to staff showing the improvements. Staff would note that these street lights must be designed and installed according to "Dark skies" standards.

Applicant proposes to install an eight (8) foot sidewalk. Following Staff's review of the preliminary plat, it appears that the proposed location is within the designated landscape buffer for the site. The road sections of Ten Mile Road and Deer Flat Road that abut the site are designated as minor arterials. Kuna City Code 5-17 requires the construction of detached eight (8) foot sidewalks along the accompany property frontage. This sidewalk needs to be located within the public right-of-way and separated from public vertical curb by a four to eight-foot-wide irrigated and landscaped planter strip, which is in addition to the required 20-foot landscape buffer. Staff recommends applicant conform to Kuna City Code and install the proposed sidewalk within the right-of-way separated from the public vertical curb by a four to eight-foot-wide irrigated and landscaped planter strip.

A design review application for common area landscaping was included as a part of the overall application. Applicant proposes several dedicated landscaping and buffer areas throughout the project. Much of what the applicant proposed will mirror what was installed when Kuna Caves Storage was built. Staff finds the proposed landscaping complies with the landscaping requirements set by City code. Staff would note the applicant does not identify the type of groundcover that will be used for all landscape buffers. Staff would prefer sod, and Kuna City Code requires organic material for groundcover. Staff would recommend the applicant be conditioned to provide a landscape plan to staff with a Kuna City Code approved groundcover identified.

Additionally, the applicant has proposed to create a second phase of Kuna Caves Storage on some of the lots to be platted. Special Use Permit approval was granted in February of 2018, with the condition that the applicant get design review approval prior to beginning construction. The applicant proposes eight additional storage related buildings on 4.93-acres (as granted by the recently approved special use permit). Extensive landscaping has been proposed along the site's frontage on Deer Flat Road. Colors, fencing and building materials are proposed to be similar those used in the existing Kuna Caves Storage facility.

All monument signage shall go to the Commission for review and approval. No application for signage was submitted with this application, and shall be approved through the design review process prior to installation.

Applicant is hereby notified that this project is subject to design review inspection fees. Required inspections (post construction), are to verify design review compliance for buildings, prior to issuance of the Certificate of Occupancy for the building, and landscaping prior to signature on the final plat.

Staff has determined the preliminary plat and design review complies with the goals and policies for Kuna City, Title 5 and Title 6 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case Nos. 18-05-S (Preliminary Plat) and 18-26-DR (Design Review), subject to any conditions of approval outlined by Kuna's Planning and Zoning Commission and City Council.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5.
2. City of Kuna Subdivision Ordinance Title 6.
3. City of Kuna Comprehensive Plan.
4. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

H. Factual Summary:

The proposed project site is located at 1795 West Deer Flat Road. The applicant proposes to subdivide approximately 12.19- acres into nineteen (19) total lots, consisting of ten (10) commercial buildable lots and nine (9) common lots. The applicant proposes to complete this project in four phases.

I. Comprehensive Plan Analysis:

The Kuna Planning and Zoning Commission may accept or reject the Comprehensive Plan components, and has determined the proposed combination preliminary and final plat request for the site is consistent with the following Comprehensive Plan components as described below:

2.0 – Property Rights

Goal 1: Ensure that the City of Kuna land use policies, restrictions, conditions and fees do not violate private property rights. Establish an orderly, consistent review process for the City of Kuna to evaluate whether proposed actions may result in a private property "takings".

Policy: As part of a land use action review, the staff shall evaluate with guidance from the City's attorney; The Idaho Attorney General's six criteria established to determine the potential for property taking.

5.0 – Economic Development

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

Objective 1.2: Strengthen existing business enterprises and promote their expansion.

Goal 2: Expand Kuna's shopping and entertainment opportunities.

Objective 2.2: Promote the development of neighborhood retail centers throughout the City.

6.0 – Land Use

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

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

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

J. Kuna City Code Analysis:

1. This request appears to be consistent and in compliance with all Kuna City Code (KCC).

Comment: The proposed applications adhere to the applicable requirements of Title 5 and Title 6 of KCC.

2. The Planning and Zoning Commission feels the site *is* physically suitable for the proposed development.

Comment: The 12.19-acre (approximate) site does appear to be suitable for the proposed development.

3. The preliminary plat request is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

Comment: The land to be developed is not used as wildlife habitat. Roads, driveways, family units and open spaces are planned for construction according the City and ACHD requirements and best practices and will therefore not cause environmental damage or loss of habitat.

4. These applications *are not* likely to cause adverse public health problems.

Comment: The project would connect to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.

5. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.

Comment: The preliminary plat request considers the location of the property and adjacent uses. The adjacent uses are residential and commercial.

6. The existing and proposed street and utility services in proximity to the site are suitable or adequate for a commercial development.

Comment: Correspondence from ACHD and Kuna Public Works confirms that the streets and utility services are suitable and adequate for this project.

K. Findings of Fact and Conclusion of Law:

Based upon the record contained in Case Nos. 18-05-S and 18-26-DR including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Commission hereby recommends *approval* of the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 18-05-S and 18-26-DR, a request for preliminary plat and design review approval by Inaki Lete:

1. *The Kuna Planning and Zoning Commission approves the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.*

Comment: The Kuna Planning and Zoning Commission held a public hearing on the subject applications on November 27, 2018, to hear from City staff, the applicant and to accept public testimony. The decision by the Commission is based on the application, staff report and public testimony, both oral and written.

2. Based on the evidence contained in Case Nos. 18-05-S and 18-26-DR, this proposal does generally comply with the Comprehensive Plan and City Code.

Comment: The Comp Plan has listed numerous goals for promoting and supporting a diverse and sustainable economy that will allow more Kuna residents to work in their community and encouraging a balance of land uses to ensure that Kuna remains desirable, stable and a self-sufficient community.

3. Based on the evidence contained in Case Nos. 18-05-S and 18-26-DR, this proposal does generally comply with the City Code.

Comment: The applicant has submitted a complete application, and following staff review the application appears to be in general compliance with the design requirements, public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6.

4. The Kuna Planning and Zoning Commission has the authority to approve or deny Case No. 18-26-DR and to recommend approval or denial of case no. 18-05-S.

Comment: On November 27, 2018, the Commission voted to approve Case No. 18-26-DR and recommend approval of case no. 18-05-S.

5. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

Comment: Neighborhood Notices were mailed out to residents within 400-FT of the proposed project site on November 7, 2018 and a legal notice was run in the Kuna Melba Newspaper on November 7, 2018. The applicant placed a sign on the property on November 8, 2018.

L. Recommendation by the Commission:

Note: These motions are for the approval, conditional approval or denial of the design review application and the recommendation of approval or denial of the preliminary plat application. However, if the planning and Zoning Commission wishes to approve or deny specific parts of these requests as detailed in the report, those changes must be specified.

Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission of Kuna, Idaho, hereby recommends *approval* of Case No. 18-05-S (Preliminary Plat), a subdivision request from Inaki Lete to subdivide approximately 12.19 acres into 19 total lots (10 buildable commercial lots and 9 common lots), and *approves* Case No. 18-26-DR (Design Review), subject to the following conditions of approval listed in section M of this staff report.

M. Recommended Conditions of Approval:

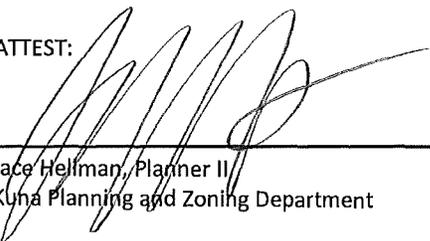
- Applicant shall work with City Staff to provide a Landscape plan illustrating an approved ground cover.
 - Applicant shall work with ACHD and City Staff regarding access points to and from the site
1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
- a. The City Engineer shall approve the sewer hook-ups.

- b. The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - c. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
 - d. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District are required.
 - e. The Kuna Municipal Irrigation District and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
 - f. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
 - g. All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
2. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
 3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
 4. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
 5. Curb, gutter and detached sidewalk shall be installed in accordance with Kuna City Code Title 5 Chapter 17 along the proposed project sites frontages on Deer Flat Road and Ten Mile Road.
 6. Applicant shall work with staff in order to provide locations of street lights as required by Kuna City Code.
 7. Street lights and parking lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.
 8. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
 9. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).
 10. All signage within/for the project shall comply with Kuna City Code and shall be approved through the design review process.
 11. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
 12. At such time that the existing single-family home, ceases to operate as such, the landowner/applicant/developer shall close the existing driveways that serve as access point to the home.
 13. A cross access agreement shall be created across all proposed lots and shall be identified on the preliminary plat.
 14. If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the preliminary plat.
 15. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
 16. Developer/owner/applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
 17. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED this 11th day of December, 2018.

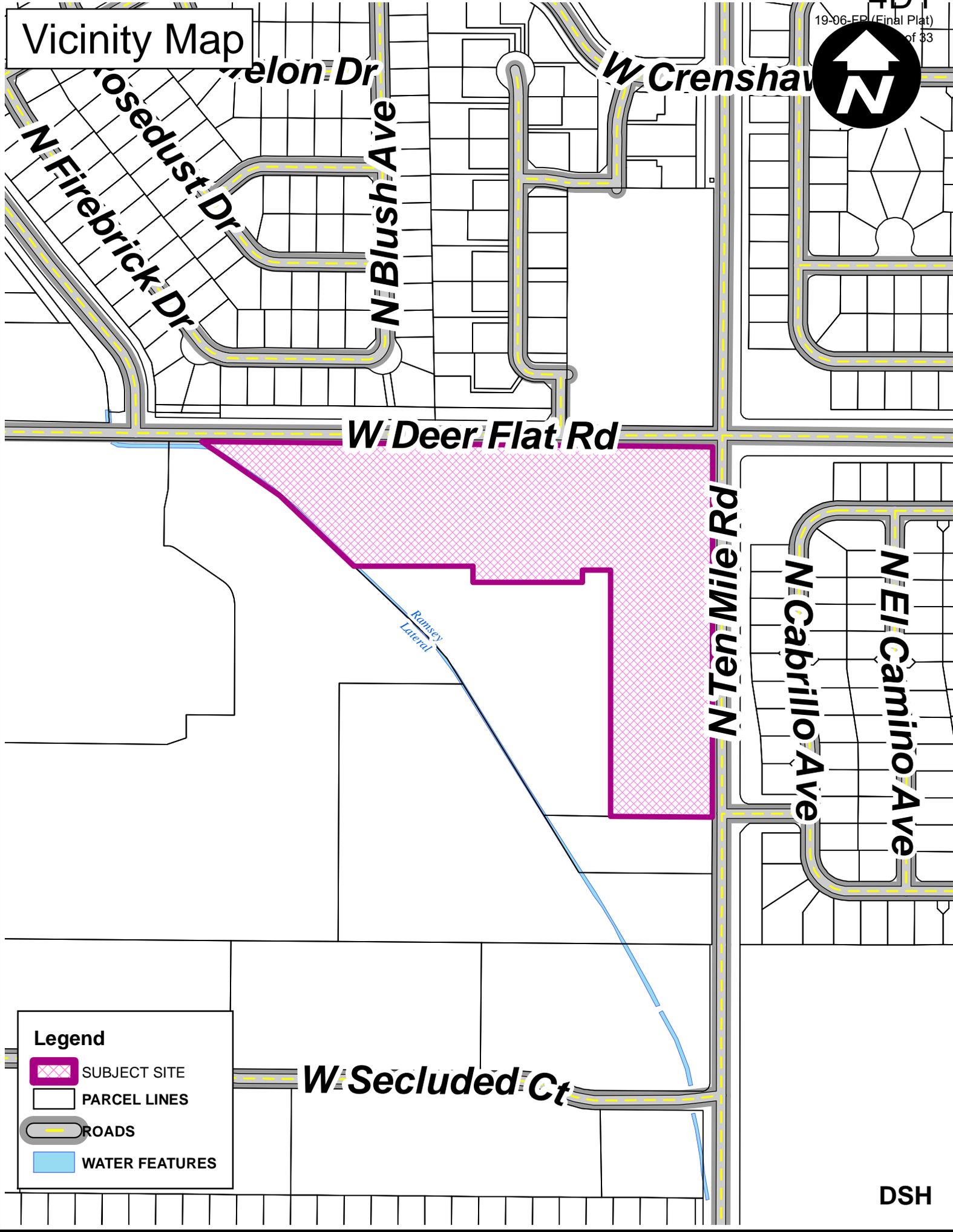


Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST: 

Jace Hellman, Planner II
Kuna Planning and Zoning Department

Vicinity Map



W Crenshaw

W Crenshaw

Nosedust Dr
N Firebrick Dr

N Blush Ave

W Deer Flat Rd

N Ten Mile Rd

N Cabrillo Ave

N El Camino Ave

Ramsey Lateral

W Secluded Ct

Legend

-  SUBJECT SITE
-  PARCEL LINES
-  ROADS
-  WATER FEATURES



CITY OF KUNA

P.O. BOX 13

KUNA, ID 83634

www.kunacity.id.gov

Paul A. Stevens, P.E.

Kuna City Engineer

FINAL PLAT MEMORANDUM

Date: 4 September 2018
From: Paul A. Stevens, P.E.
To: Wendy Howell, Planning and Zoning Director
RE: Lete Commercial No. 1, 19-06-FP

The Lete Commercial No. 1, 19-06-FP Final Plat request dated 30 August 2019 has been reviewed. This review is based on land use as allowed or permitted in an "C-1" zone.

This Final Plat encompasses 5.73 Acres containing three lots. One lot is designated for commercial use (self storage facility) and two lots are designated as common lots and are not buildable. A commensurate burden will be placed on City of Kuna utilities; Pressurized Irrigation, Sewer, & Water.

Comments may be expanded or refined in connection with the future land-use actions.

1) Property Description

- a) The applicant provided a cover letter and sheets one through three of three final plat sheets.

2) General

- a) Lete Commercial Subdivision No. 1 will increase demand on constructed facilities and on water rights provided by others. Water rights associated with this property shall be transferred to the City at time of connection (development) by deed and "Change of Ownership" form from IDWR.
- b) Provide engineering certification on all final engineering drawings/Record Drawings.
- c) Provide final plat showing all modifications stemming from construction.

3) Inspection & Fees

- a) This project will begin construction in the Spring of 2020. The responsible engineer of record will provide Record Drawings upon completion.
- b) The inspection fee for City inspection of the construction of public water, sewer and irrigation facilities associated with this development has been paid.

4) Sanitary Sewer & Potable Water Connection & Fees

- a) This project is in agreement with the Sewer, and Water master plans.

5) Pressurized Irrigation

- a) This project is in agreement with the PI master plan

6) Grading and Storm Drainage

The following is a requirement of the Final Plat approval and subsequent construction drawings:

- a) A grading and drainage plan has been provided as part of the Construction Drawings.
- b) Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties will be made within the final inspection process.
- c) The final inspection shall verify that slopes are not steeper than 3:1 on lots adjacent to a street or common lot and no steeper than 4:1 for lots with common rear lot lines.
- d) Runoff from public right-of-way is regulated by ACHD. Satisfaction of this requirement shall be verified before final project acceptance.

7) Final Plat

- a) Comments may result from the final construction review.
 - (1) The final plat sheets 1-5 appear to match the work being constructed.
 - (2) Upon project completion, the final plat must be compared with the record construction drawings. All lot line adjustments, easements and similar items must be recorded on the final plat such that an accurate and truthful document results.

8) As-Built Drawings

- a) As-built (Record) drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes but will not be responsible for the finished product. As-built drawings will be required before occupancy or final plat approval is granted.



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"

19-0792

September 18, 2019

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

RECEIVED
SEP 23 2019
CITY OF KUNA

RE: Lete Commercial Subdivision Phase 1

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 September 18, 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, appearing to read 'Lori Badigian', is written over a faint, larger version of the signature.

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

cc: Lete Family Revocable Trust
Mason and Associates, Inc.
City of Kuna

LB:bk

SERVING ADA, BOISE, ELMORE AND VALLEY COUNTIES



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: 19-12-FP (Final Plat) –
Ashton Estates No. 3

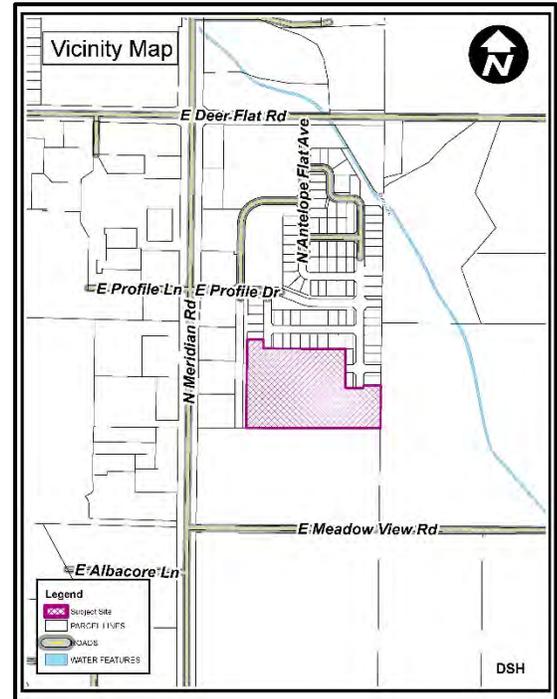
Location: N. Jackson Mill Ave.,
Kuna Idaho 83634

Planner: Doug Hanson, Planner I

Meeting Date: October 15, 2019

Applicant/ Owner: SDN, LLC
P.O. Box 1939
Eagle, ID 83616
208.404.2161
ashton.homes@hotmail.com

Representative: Kirsti Grabo
9233 W. State St.
Boise, ID 83714
208.639.6939
kgrabo@kmengllp.com



A. General Project Facts:

1. Kirsti Grabo on behalf of SDN, LLC is requesting final plat approval for Ashton Estates No. 3 which has forty-six (46) residential building lots and five (5) common lots on a total of approximately 8.95 acres (Ada County Assessor Parcel No. S1419223145).

B. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for Ashton Estates Subdivision No. 3.
2. Staff has determined that the proposed final plat for Ashton Estates Subdivision No. 3 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: Ashton Estates Subdivision No. 3	Applicant: SDN, LLC
---	----------------------------

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.	✓
currently under review	Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation and other public improvements.	
X	Approved Findings of Fact, Conclusions of Law for Preliminary Plat	✓
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: ◇ 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.

received
8-16-19



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

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)	19-12-FP
Project name	Ashton Estates #3
Date Received	8.16.19
Date Accepted/Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: <u>SDN, LLC</u>	Phone Number: <u>208.404.2161</u>
Address: <u>PO Box 1939</u>	E-Mail: <u>ashton.homes@hotmail.com</u>
City, State, Zip: <u>Eagle, Idaho 83616</u>	Fax #: _____
Applicant (Developer): <u>same</u>	Phone Number: _____
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____
Engineer/Representative: <u>Kirsti Grabo</u>	Phone Number: <u>208.639.6939</u>
Address: <u>9233 W State Street</u>	E-Mail: <u>kgrabo@kmengllp.com</u>
City, State, Zip: <u>Boise, Idaho 83714</u>	Fax #: <u>208.639.6930</u>

Subject Property Information

Site Address: <u>North Jackson Mill Ave.</u>
Site Location (Cross Streets): <u>SE Corner of Meridian & Deer Flat</u>
Parcel Number (s): <u>S1419223145</u>
Section, Township, Range: <u>Section 19, T2N, R1E</u>
Property size : <u>± 8.95 acres</u>
Current land use: <u>agriculture</u> Proposed land use: <u>SFR</u>
Current zoning district: <u>R-6</u> Proposed zoning district: <u>no change</u>



Project Description

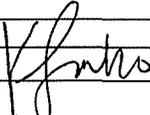
Project / subdivision name: <u>Ashton Estates Subdivision No.3</u>	
General description of proposed project / request: <u>51 total lots consisting of 46 single - family residential lots and 5 common lots</u>	
Type of use proposed (check all that apply):	
<input checked="" type="checkbox"/> Residential <u>single-family homes</u>	
<input type="checkbox"/> Commercial _____	
<input type="checkbox"/> Office _____	
<input type="checkbox"/> Industrial _____	
<input type="checkbox"/> Other _____	
Amenities provided with this development (if applicable): _____	

Residential Project Summary (if applicable)

Are there existing buildings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Please describe the existing buildings: _____	
Any existing buildings to remain? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Number of residential units: <u>46</u>	Number of building lots: <u>46</u>
Number of common and/or other lots: <u>5</u>	
Type of dwellings proposed:	
<input checked="" type="checkbox"/> Single-Family _____	
<input type="checkbox"/> Townhouses _____	
<input type="checkbox"/> Duplexes _____	
<input type="checkbox"/> Multi-Family _____	
<input type="checkbox"/> 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.): <u>landscape & common lots</u>	

Non-Residential Project Summary (if applicable) n/a

Number of building lots: _____ Other lots: _____	
Gross floor area square footage: _____ Existing (if applicable): _____	
Hours of operation (days & hours): _____ Building height: _____	
Total number of employees: _____ Max. number of employees at one time: _____	
Number and ages of students/children: _____ Seating capacity: _____	
Fencing type, size & location (proposed or existing to remain): _____	
Proposed Parking:	a. Handicapped spaces: _____ Dimensions: _____
	b. Total Parking spaces: _____ Dimensions: _____
	c. Width of driveway aisle: _____
Proposed Lighting: _____	
Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): <u>buffers</u>	

Applicant's Signature:  Date: 8.15.19



August 15, 2019
Project No.: 18-190

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

**RE: Ashton Estates Subdivision No. 3 – Kuna, ID
Final Plat Application**

Dear Mr. Behunin:

On behalf of SDN, LLC, we are pleased to submit the attached application and required supplements for the final plat of Ashton Estates Subdivision No. 3.

The final plat for this phase encompasses approximately 8.95 acres of the overall site and includes 46 buildable single-family residential lots and 5 common lots for a total of 51 lots. Access for this phase is proposed via stub streets constructed as a part of Phase 2. The construction plans for this phase have been approved by the applicable regulatory agencies with the exception of the City Engineer, who is currently concluding his final review.

To our knowledge, the final plat for Ashton Estates Subdivision No. 3 is in conformance with the approved preliminary plat and meets the requirements and conditions of approval thereof.

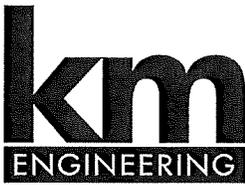
Should you have questions or require further information in order to process this application, please let me know as soon as possible.

Sincerely,
KM Engineering, LLP

A handwritten signature in black ink, appearing to read 'K Grabo', written in a cursive style.

Kirsti Grabo
Operations Manager

cc: SDN, LLC



TO: City of Kuna
ATTN: Troy Behunin
ADDRESS: 751 W 4th Street
Kuna, Idaho 83634

DATE: 8/16/2019
JOB #: 18-190
FROM: Kirsti Grabo

RE: Ashton Estates Subdivision No. 3

Please find attached:

COPIES	DATE	PAGES	DESCRIPTION
1	8.16.19	--	Final Plat Application w/required supplements
1	7.31.19	5	Full size copy of final plat
1	8.7.19	22	Construction plans

Transmitted By

- Hand Delivery Mail Fax
 Submittal Exchange Electronic Transfer Pick-up

Transmittal Purpose

- For Your Use For Review & Approval For Signature
 As Requested Other: _____

Remarks

CC: _____ Signed: Kirsti Grabo, Development Coordinator

If enclosures are not as indicated, please notify us as soon as possible.

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=2 DAWN TRIVOLIS
TITLEONE BOISE

2016-074483
08/15/2016 08:49 AM
\$13.00



TitleOne
a title & escrow co.

Order Number: 16271583

WARRANTY DEED

For Value Received,

Bennett Properties, L.P., an Idaho limited partnership, the Grantor, does hereby grant, bargain sell and convey unto, SDN, LLC, an Idaho limited liability company, whose current address is PO Box 1939, Eagle, ID 83616, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

A part of Government Lots 1 and 2 in Section 19, Township 2 North, Range 1 East of the Boise Meridian, Ada County, Idaho, more particularly described to wit:

Commencing at the Northwest corner of Section 19, Township 2 North, Range 1 East of the Boise Meridian, the Initial Point of this description; thence
South 90° East 882.82 feet, along the North line of Government Lot 1 in said Section 19 to a point on the East bank of Kuna Canal; thence
South 31°40' East 554.37 feet, along said East bank; thence
South 45°28'30" East 74.50 feet, along the East bank, to a point on the East line of said Government Lot 1, said point being South 0°23'15" West 532.60 feet from the Northeast corner of the said Government Lot 1; thence
South 0°23'15" West 791.46 feet, along the said East line, to the Southeast corner to the said Government Lot 1; thence continue
South 0°23'15" West 676.61 feet, along the East line of Government Lot 2 in said Section 19, to a point in a fence line; thence
South 89°37'10" West along said fence line to a point in the West line of said Government Lot 2; thence
North 0°22' East 684.18 feet along the said West line to the Northwest corner of said Government Lot 2; thence continue
North 0°22' East 1324.68 feet along the West line of said Government Lot 1, to the Initial Point of this description.

Except the Westerly 33 feet thereof.

Except that portion deeded to the State of Idaho, Idaho Transportation Department as disclosed in Warranty Deed recorded September 12, 1996 as Instrument No. 96076225, records of Ada County, Idaho.

And Except that portion deeded to Ada County Highway District as disclosed in Warranty Deed recorded February 26, 2003 as Instrument No. 103031238, records of Ada County, Idaho.

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: 8.12.16

Bennett Properties, L.P., an Idaho limited partnership

By: Bennett Investments, LLC, an Idaho limited liability company, Its General Partner

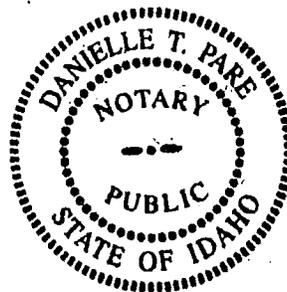
By: Aundria E. Bailey
Aundria E. Bailey, Managing Member

State of Idaho)
County of Ada) ss.

On this 12th day of August, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Aundria E. Bailey, known or identified to me to be the Managing Member of Bennett Investments, LLC, said limited liability company known to me to be the General Partner of Bennett Properties, L.P., the partnership that executed the instrument and acknowledged to me that he executed the same for and on behalf of said Partnership and that said Partnership 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.

Danielle T. Pore
NOTARY PUBLIC for Idaho
My Commission Expires: 8/16/2019





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, SDN, LLC , PO Box 1939
Name Address
Eagle , Idaho 83616
City State Zip Code

being first duly sworn upon oath, depose and say:

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

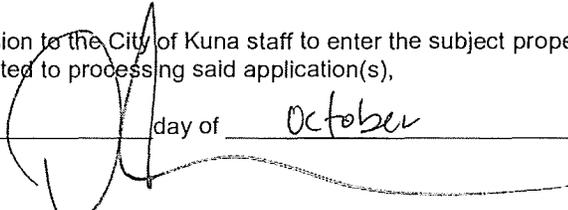
A. That I am the record owner of the property described on the attached, and I grant my
permission to KM Engineering, LLP 9233 W State Street, Boise, Idaho, 83714
Name Address

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.

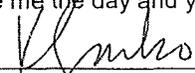
C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose
of site inspections related to processing said application(s),

Dated this 25 day of October, 2018



Signature

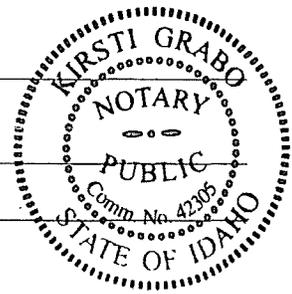
Subscribed and sworn to before me the day and year first above written.



Notary Public for Idaho

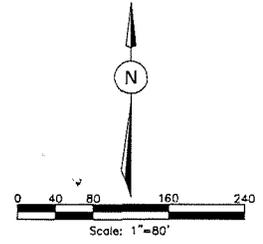
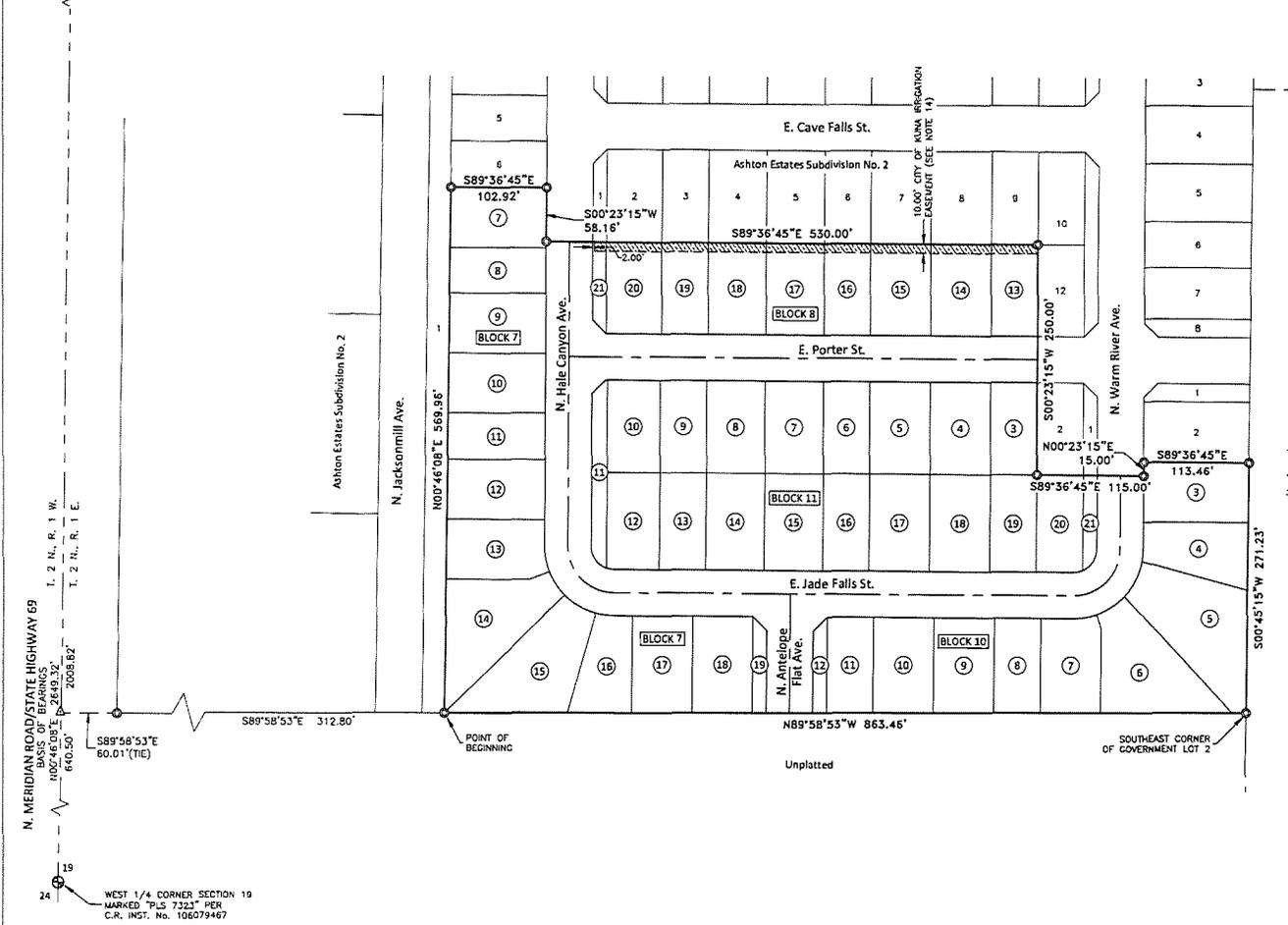
Residing at: Star, ID

My commission expires: 2-20-24



PLAT OF
ASHTON ESTATES SUBDIVISION No. 3
A PARCEL OF LAND SITUATED IN A PORTION OF GOVERNMENT LOT 2 OF SECTION 19,
TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO.
2019

POINT OF COMMENCEMENT
NORTHWEST CORNER SECTION 19
MARKED "P.L.S 7323" PER
C.R. INST. No. 2019-019473



SHEET INDEX

SHEET 1	OVERALL SUBDIVISION MAP AND LEGEND
SHEET 2	DETAIL PLAT MAP, LINE AND CURVE TABLES
SHEET 3	SUBDIVISION PLAT NOTES
SHEET 4	CERTIFICATE OF OWNERS
SHEET 5	CERTIFICATES AND APPROVALS

LEGEND

—	SUBDIVISION BOUNDARY LINE
---	SUBDIVISION LOT LINE
- - - -	SECTION LINE
- · - · -	ADJACENT BOUNDARY LINE
- - - -	ROAD CENTERLINE
- · - · -	EASEMENT LINE AS NOTED
—	SURVEY TIE LINE
⊕	FOUND ALUMINUM CAP
⊙	FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "KSK 16662" UNLESS OTHERWISE NOTED
○	FOUND 1/2" REBAR WITH PLASTIC CAP MARKED "KSK 16662 UNLESS OTHERWISE NOTED"
●	SET 5/8" X 24" REBAR WITH PLASTIC CAP MARKED "KSK 16662"
•	SET 1/2" X 24" REBAR WITH PLASTIC CAP MARKED "KSK 16662"
△	CALCULATED POINT
Ⓛ	LOT NUMBER
Ⓛ	BLOCK NUMBER
1	ADJACENT SUBDIVISION LOT NUMBER
▨	CITY OF KUNA PRESSURIZED IRRIGATION EASEMENT, SEE NOTE 15
▨	ACHD STORM DRAINAGE EASEMENT, SEE NOTE 13

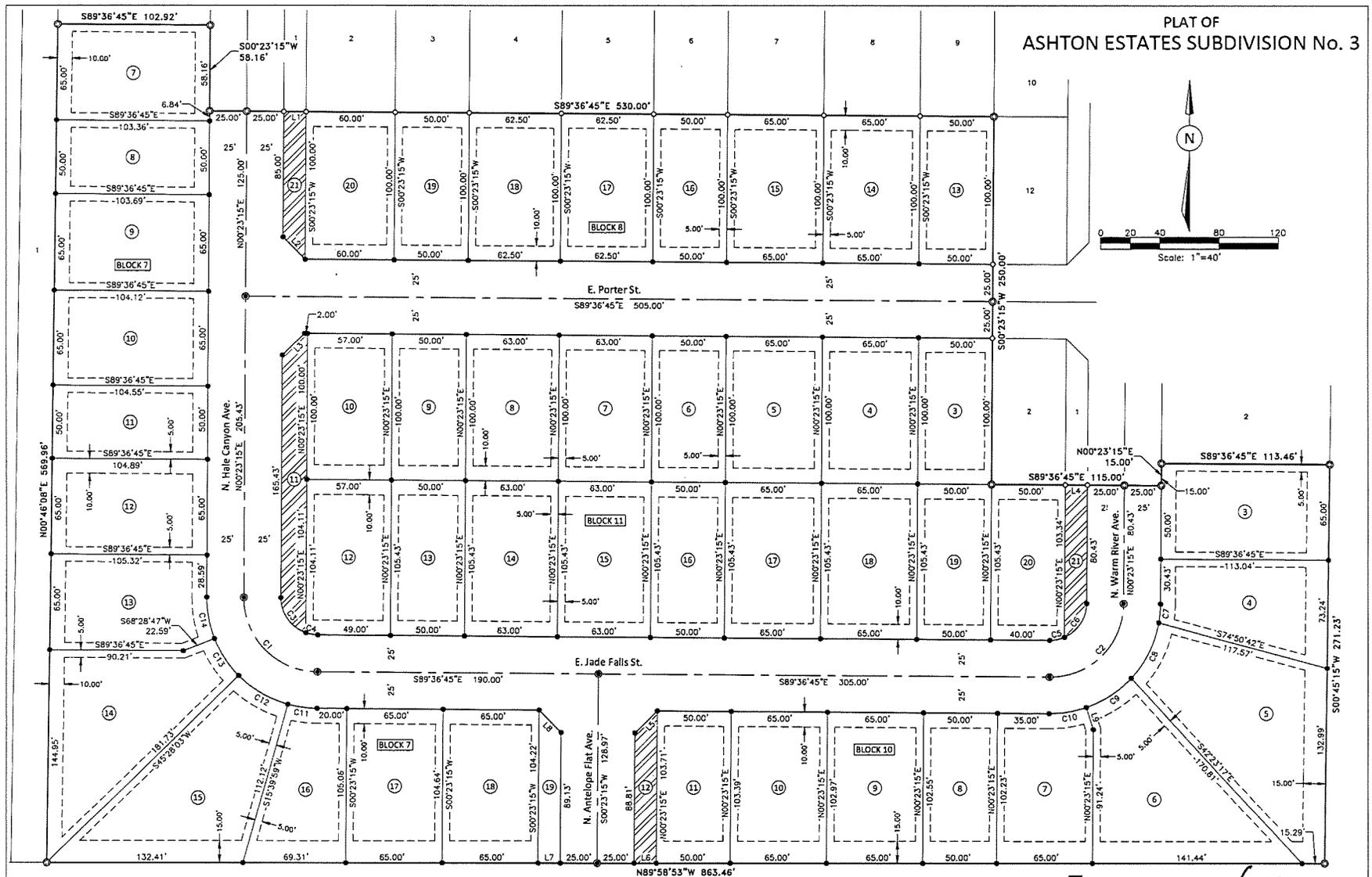
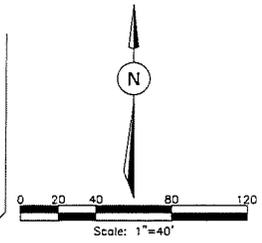
REFERENCES

R1.	RECORD OF SURVEY No. 9887, RECORDS OF ADA COUNTY, IDAHO.
R2.	RECORD OF SURVEY No. 6738, RECORDS OF ADA COUNTY, IDAHO.
R3.	PLAT OF ASHTON ESTATES SUBDIVISION No. 2, BOOK 116 OF PLATS AT PAGES 17,575-17,576, RECORDS OF ADA COUNTY, IDAHO.



7-31-2019
DEVELOPER
SDN, LLC
BOISE, IDAHO

PLAT OF
ASHTON ESTATES SUBDIVISION No. 3



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	50.00'	78.54'	90°00'00"	S44°36'45"E	70.71'
C2	50.00'	78.54'	90°00'00"	N43°23'15"E	70.71'
C3	25.00'	31.13'	71°20'13"	S35°16'52"E	29.15'
C4	25.00'	8.14'	18°39'47"	S80°16'52"E	8.11'
C5	25.00'	10.29'	23°34'41"	N78°35'54"E	10.22'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C6	25.00'	28.98'	66°25'19"	N33°35'54"E	27.39'
C7	75.00'	12.91'	9°51'46"	N5°19'08"E	12.89'
C8	75.00'	42.52'	32°29'05"	N26°28'33"E	41.96'
C9	75.00'	36.73'	28°03'44"	N56°45'58"E	38.37'
C10	75.00'	25.64'	19°35'26"	N80°35'32"E	25.52'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C11	75.00'	20.00'	15°16'44"	S81°58'23"E	19.94'
C12	75.00'	38.80'	29°43'16"	S59°28'23"E	38.47'
C13	75.00'	30.22'	23°05'21"	S33°04'04"E	30.02'
C14	75.00'	28.88'	21°54'39"	S10°34'04"E	28.51'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°36'45"W	15.00'
L2	S44°36'45"E	21.21'
L3	N45°23'15"E	21.21'
L4	N89°36'45"W	15.00'
L5	S45°23'15"W	21.21'

LINE TABLE		
LINE	BEARING	DISTANCE
L6	S89°58'53"E	15.00'
L7	S89°58'53"E	15.00'
L8	S44°36'45"E	21.21'
L9	N17°38'07"W	15.69'



DEVELOPER
SDN, LLC
BOISE, IDAHO

ENGINEERS, SURVEYORS, PLANNERS
2233 WEST STATE STREET
BOISE, IDAHO 83724
PHONE (208) 639-6033
FAX (208) 639-6030



PLAT OF
ASHTON ESTATES SUBDIVISION No. 3

NOTES

1. MINIMUM BUILDING SETBACK LINES SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
2. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA IN EFFECT AT THE TIME OF RESUBDIVISION.
3. IRRIGATION WATER WILL BE PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(B). ALL LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA.
4. MAINTENANCE OF ANY IRRIGATION AND DRAINAGE PIPES OR DITCHES CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY. SUCH LOTS MUST REMAIN FREE OF ENCROACHMENTS AND OBSTRUCTIONS TO SAID IRRIGATION/DRAINAGE FACILITIES.
5. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
6. LOT 19, BLOCK 7, LOT 21, BLOCK 8, LOT 12, BLOCK 10 AND LOTS 11 AND 21, BLOCK 11 ARE COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE ASHTON ESTATES HOMEOWNER'S ASSOCIATION, OR ASSIGNS. THESE COMMON LOTS ARE SUBJECT TO BLANKET EASEMENTS FOR PUBLIC UTILITIES AND CITY OF KUNA IRRIGATION.
7. A PUBLIC UTILITY EASEMENT IS HEREBY RESERVED AS FOLLOWS (UNLESS OTHERWISE DIMENSIONED):
•10- FEET WIDE ALONG PUBLIC RIGHTS-OF-WAY
8. DRAINAGE, GRAVITY IRRIGATION AND PRESSURIZED IRRIGATION EASEMENTS ARE HEREBY RESERVED FOR THE CITY OF KUNA FOR THE INSTALLATION AND MAINTENANCE OF LINES AS SHOWN HEREON (UNLESS OTHERWISE DIMENSIONED).
•10- FEET WIDE ALONG PUBLIC RIGHTS-OF-WAY, REAR LOT LINES AND THE EXTERIOR BOUNDARY.
•10- FEET WIDE CENTERED ON INTERIOR LOT LINES.
9. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY AND THE CITY OF KUNA.
10. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RESTRICTION RELEASE.
11. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR ASHTON ESTATES SUBDIVISION PER INSTRUMENT No. 2018-089358, RECORDS OF ADA COUNTY, IDAHO AND ANY FUTURE AMENDMENTS.
12. THE HOMEOWNERS' ASSOCIATION (HOA), ITS OWNERSHIP AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO A FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVE(S) MUNICIPAL IRRIGATION. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A UEN FOR NON-PAYMENT.
13. AS SHOWN HEREON, ALL OF LOT 21, BLOCK 6, LOT 12, BLOCK 10 AND LOTS 11 AND 21, BLOCK 11 ARE SERVED TO AND CONTAIN THE ACDH 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 ACDH PURSUANT TO SECTION 40-2302, IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
14. AS SHOWN HEREON, ALL LOTS WITHIN BLOCK 8 ARE SUBJECT TO A CITY OF KUNA PRESSURIZED IRRIGATION EASEMENT PER INSTRUMENT No. 2019-015325, RECORDS OF ADA COUNTY, IDAHO.



6-19-2019

DEVELOPER
SDN, LLC
BOISE, IDAHO



2233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 529-6529
FAX (208) 629-6930

JOB NO. 18-130

SHEET 3 OF 5

PLAT OF ASHTON ESTATES SUBDIVISION No. 3

CERTIFICATE OF OWNERS

KNOW ALL MEN/WOMEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED. A PARCEL OF LAND SITUATED IN A PORTION OF GOVERNMENT LOT 2 OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 19, WHICH BEARS N07°46'08"E A DISTANCE OF 2,649.32 FEET FROM A FOUND ALUMINUM CAP MARKING THE WEST 1/4 CORNER OF SAID SECTION 19, THENCE FOLLOWING THE WESTERLY LINE OF SAID GOVERNMENT LOT 1, S07°46'08"W A DISTANCE OF 2,008.82 FEET; THENCE LEAVING SAID WESTERLY LINE, S89°58'53"E A DISTANCE OF 60.01 FEET TO THE SOUTHWEST CORNER OF PROPOSED ASHTON ESTATES SUBDIVISION NO. 2, ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH MERIDIAN ROAD/STATE HIGHWAY 88; THENCE FOLLOWING THE BOUNDARY LINE OF SAID PROPOSED ASHTON ESTATES SUBDIVISION NO. 2, S89°58'53"E A DISTANCE OF 312.80 FEET TO THE POINT OF BEGINNING. THENCE FOLLOWING SAID BOUNDARY LINE THE FOLLOWING EIGHT (8) COURSES: 1. N07°46'08"E A DISTANCE OF 569.96 FEET; 2. S89°36'45"E A DISTANCE OF 162.22 FEET; 3. S07°23'15"W A DISTANCE OF 58.16 FEET; 4. S89°36'45"E A DISTANCE OF 530.00 FEET; 5. S07°23'15"W A DISTANCE OF 250.00 FEET; 6. S89°36'45"E A DISTANCE OF 115.00 FEET; 7. N07°23'15"E A DISTANCE OF 15.00 FEET; 8. S89°36'45"E A DISTANCE OF 113.46 FEET TO THE EASTERLY LINE OF SAID GOVERNMENT LOT 2; THENCE LEAVING SAID SUBDIVISION BOUNDARY LINE AND FOLLOWING SAID EASTERLY LINE, S07°45'15"W A DISTANCE OF 271.23 FEET TO THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 2; THENCE LEAVING SAID EASTERLY LINE AND FOLLOWING SAID SOUTHERLY LINE, N89°58'53"W A DISTANCE OF 863.48 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 8.950 ACRES, MORE OR LESS.

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

DNALD G NEWELL, MANAGER SDN, LLC

ACKNOWLEDGMENT

STATE OF IDAHO } SS COUNTY OF ADA }

ON THIS ___ DAY OF _____ IN THE YEAR ____ A.D., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DONALD G. NEWELL, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF SDN, LLC AND THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY CORPORATION AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY CORPORATION EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF RESIDING AT MY COMMISSION EXPIRES

CERTIFICATE OF SURVEYOR

I, KELLY KEHRER, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF ASHTON ESTATES SUBDIVISION No. 3 AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" AND AS SHOWN ON THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

KELLY KEHRER, P.L.S. 10662



6-19-2019



ENGINEERS, SURVEYORS, PLANNERS 5233 WEST STATE STREET BOISE, IDAHO 83714 PHONE (208) 639-6939 FAX (208) 639-6930

DEVELOPER SDN, LLC BOISE, IDAHO

PLAT OF
ASHTON ESTATES SUBDIVISION No. 3

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

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

PRESIDENT
ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF KUNA CITY ENGINEER

THIS PLAT IS ACCEPTED AND APPROVED THIS ____ DAY OF _____, AD 20____ BY THE CITY ENGINEER OF THE CITY OF KUNA, ADA COUNTY, IDAHO.

CITY ENGINEER, P.E. No. _____

APPROVAL OF CITY COUNCIL

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

KUNA CITY CLERK

CERTIFICATE OF COUNTY SURVEYOR

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

COUNTY SURVEYOR

DATE

HEALTH CERTIFICATE

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

HEALTH OFFICER

DATE

CERTIFICATE OF ADA COUNTY TREASURER

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

COUNTY TREASURER

DATE:

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }
ADA COUNTY } SS

I HEREBY CERTIFY THAT THIS PLAT OF ASHTON ESTATES SUBDIVISION No. 3 WAS FILED AT THE REQUEST OF _____ AT ____ MINUTES PAST ____ O'CLOCK __M., THIS ____ DAY OF _____, A.D., IN MY OFFICE AND WAS DULY RECORDED AS BOOK _____ OF PLATS AT PAGES _____ THRU _____.
INSTRUMENT NUMBER _____

DEPUTY

EX-OFFICIO RECORDER

FEE:



6-19-2019

DEVELOPER
SDN, LLC
BOISE, IDAHO



ENGINEERS, SURVEYORS, PLANNERS
2233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 629-6939
FAX (208) 629-6930



City of Kuna

City Council - Findings of Fact & Conclusions of Law

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

To: City Council

Case Numbers: 17-04-ZC (Rezone) and
 17-04-S (Preliminary Plat)
Ashton Estates Subdivision

Location: Southeast Corner
 (SEC) Meridian and
 Deer Flat Roads,
 Kuna, Idaho 83634

Planner: Troy Behunin,
 Planner III

Hearing Date: September 5, 2017
Findings of Fact: September 19, 2017

Owner: SDN, LLC,
 Don Newell
 P.O. Box 1939
 Eagle, ID 83616
 208.404.2161
Ashton.home@hotmail.com

Engineer: KM Engineering
 Kirsti Grabo
 9233 W. State St,
 Boise, ID 83714
 208.639.6930
KGrabo@kmengllp.com

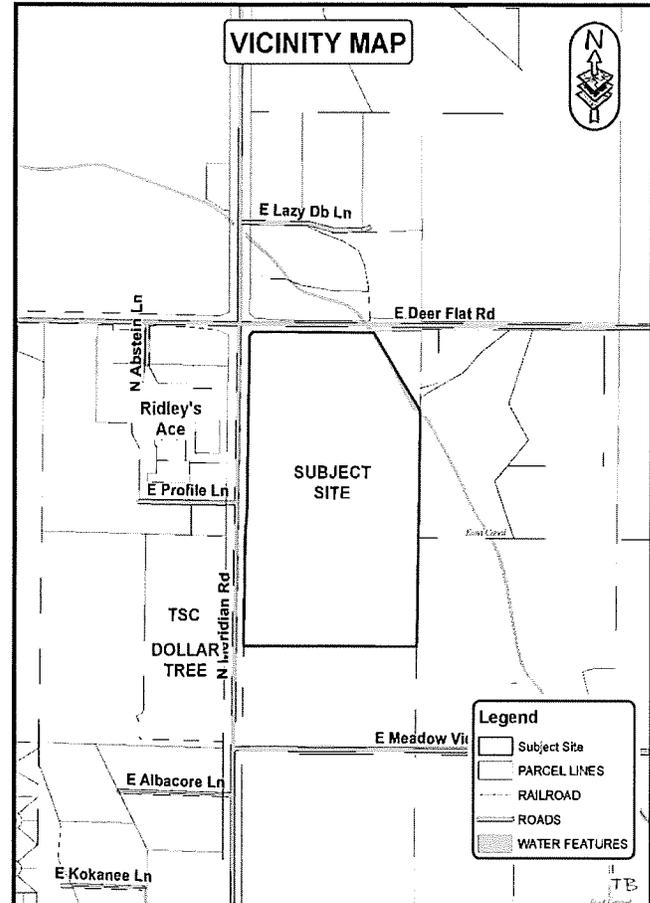


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| G. Applicable Standards | O. Councils Order of Decision |
| H. Procedural Background | |

A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that rezone's and preliminary plat's are designated as public hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision making body. These land use applications were given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act

a. Notifications

- | | |
|----------------------------------|------------------------------------|
| i. Neighborhood Meeting | April 12, 2017 (2 people attended) |
| ii. Agency Comment Request | May 30, 2017 |
| iii. 315' Property Owners Notice | August 14, 2017 |
| iv. Kuna, Melba Newspaper | August 9, 2017 |
| v. Site Posted | August 25, 2017 |

B. Applicant's Request:

On behalf of SDN, LLC, the applicant, Kirsti Grabo with KM Engineering, requests approval to rezone the portions of this site previously zoned as R-12 (High Density Res.) to, and increasing the C-1 (Neighborhood Commercial) and the R-6 (Medium Density Residential) zones. Applicant also requests approval for a preliminary plat that includes 9 commercial lots, 133 single-family lots, 20 common lots and a proposed City park lot. The subject site is located on the southeast corner (SEC) of Meridian and Deer Flat Roads.

C. Aerial Map:

©Copyrighted

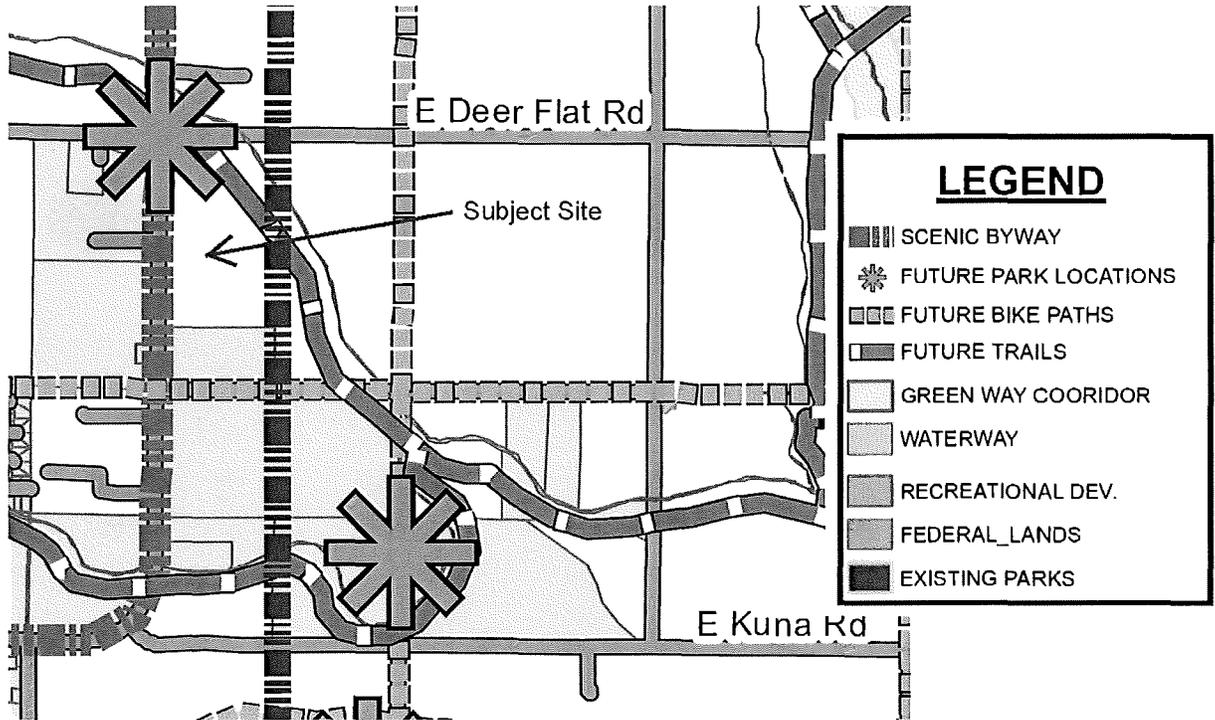
D. Site History:

This site is in the City limits and historically has been farmed. It is directly east of two Kuna City commercial subdivisions – the Merrell Family Center and Ensign Subdivisions.

E. General Projects Facts:

1. **Comprehensive Plan Map:** The Future Land Use Map (Comprehensive [Comp] Plan Map) is intended to serve as a *guide* for the decision making body for the City. This map indicates land use designations generally speaking, it is not the actual zone. The Comp Plan Map designation for this site was recently amended to Mixed-Use General for the approximate 50.7 acres.

2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map indicates a future trail through the northeast corner (NEC) of the site, situated along the Kuna Canal. It is the City’s goal and desire to increase the number of trails and pathways in Kuna. Accordingly, it is necessary for each parcel to develop trails and pathways along frontages of their canals and ditches to comply with the Master Plan goals by either starting a pathway, or extending one in the area of the project.



3. **Surrounding Land Uses:**

North	RUT	Rural Urban Transition – Ada County
South	A	Agriculture – Kuna City
East	RR	Rural Residential – Ada County
West	C-1	Neighborhood Commercial – Kuna City

4. **Parcel Sizes, Current Zoning, Parcel Number(s):**

- Parcel Size: 50.7 acres (approximately).
- Zoning: R-12 (High Density Residential), R-6 (Medium Density Residential) and C-1 (Neighborhood Commercial), Kuna City.
- Parcel (APN) #: S1419223151.

5. **Services:**

- Sanitary Sewer– City of Kuna
- Potable Water – City of Kuna
- Irrigation District – Boise-Kuna Irrigation District
- Pressurized Irrigation – City of Kuna (KMID)
- Fire Protection – Kuna Rural Fire District
- Police Protection – Kuna Police (Ada County Sheriff’s office)
- Sanitation Services – J & M Sanitation

6. **Existing Structures, Vegetation and Natural Features:**

The land is currently used for agricultural purposes. Applicant anticipates that the land will continue the historic agricultural uses on the lands until development occurs. This site is generally flat, with a slight slope from the north end to the center of the site, and a slight slope from the south end toward the center of the site. Soils appear to be a Hydrologic Group D for the majority of the site with a general slope of less than 2%.

7. **Transportation / Connectivity:**

The applicant proposes four access points for the site. Two access points on Meridian Road, to include one full public road access on the south and a Right-in/Right-out (RIRO) driveway on the north end of the Meridian frontage. The applicant has proposed two access points on Deer Flat Road, including one full public access on the east side, and a second RIRO (driveway) on the west side of the Deer Flat frontage. Staff notes that Kuna's Highway Overlay District (District) standards state that connection to Meridian Road and other points of access within the District shall be limited to the full and/or mid-mile alignments, or at a distance greater than 600' from centerline of Meridian Road.

8. **Environmental Issues:**

Staff is not aware of any environmental, health or safety conflicts, beyond the designation of being in the nitrate priority area.

9. **Agency Responses:**

The following agencies returned comments which are included as exhibits with this case file and report:

- City Engineer (Antonio Conti, P.E.) *Exhibit B 1*
- Ada County Highway District (Stacey Yarrington) *Exhibit B 2*
- Boise Project Board of Control (Bob Carter) *Exhibit B 3*
- Central Dist. Health Dept. (Lori Badigian), *Exhibit B 4*
- *Compass-Community Planning Association (Carl Miller), Exhibit B5*
- Department of Environmental Quality (DEQ) *Exhibit B 6*

F. **Staff Analysis:**

Fulfilling the conditions of approval for the entitlements received in early 2017 (16-10-AN & 16-03-CPM), the applicant proposes this subdivision application which includes nine commercial lots, 133 residential lots and 20 common lots and a proposal for a City park. This project is adjacent to a principle arterial (Meridian Rd.) and minor arterial (Deer Flat Rd.). All major public utilities are near, or adjacent to this site. Applicant intends to develop the site as a mixed-use development with commercial pads and new single-family housing options. It is anticipated this development will require four phases for complete build-out, for both residential lots and commercial pads.

The project size is approximately 51 acres in size and proposes two different zones as delineated on the preliminary plat where the zone lines are proposed. The C-1 (Neighborhood Commercial) is proposed to be approximately 19.86 acres and the R-6 (Medium Density Residential) is proposed to be approximately 34.76 acres (this includes lands to the centerline of both roadways). The proposed commercial uses along Meridian and Deer Flat Roads are in compliance with recommendations from the Comprehensive Plan and with staffs request to extend commercial uses as far south and east as reasonable, as directed by Council. The medium residential uses provide a buffer between the proposed commercial and current uses on the east and southern sides of the site and complies with mixed-use design principles. The proposed City Park is centrally located and applies good design principles, highlights mixed-use principles, and compliments the two proposed uses.

Staff has reviewed Kuna's Comprehensive Plan (Comp Plan), which promotes commercial development, and a variety of housing types for all income levels numerous times throughout the document. The sections of the Comp Plan that address new commercial and various housing types are included below, in Section K

(Comp Plan analysis) of this report. The City attempts to balance new commercial uses as well as all housing types. Applicant will be required to maintain technical compliance with Kuna City Code (KCC), as the site develops. Staff recommends the applicant work with Kuna Rural Fire District (KRFD) to conform to the secondary access requirements of the KRFD, for the number of homes utilizing access points, roadway access and circulation at time of development.

The Highway Overlay District (District) standards state that connection to Meridian Road and other points of access within the District shall be limited to the full and/or mid-mile alignments, or at distances greater than 600' from centerline of Meridian Road. Since this project does not abut a full/mid-mile road, Council should consider allowing the entrances as proposed but as temporary full-accesses only. Furthermore, as the area further develops, the City, ACHD or ITD may enforce the access portion of the Overlay District (or other policies / standards) in the form of a right-in/right-out for one or both of the proposed full entrances due to traffic volume and/or safety concerns and/or other needs.

Applicant is made aware that all new commercial uses must go through design review for the building(s), signage, parking lot(s) and landscaping for future development, prior to building permits being issued.

Staff has determined this application complies with the goals and policies of Kuna city for this corridor, and Title 5 and 6 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case No's 17-04-ZC and 17-4-S, subject to the conditions of approval by Kuna's City Council.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5, Chapter 13
2. City of Kuna Comprehensive Plan, adopted September 1, 2009
3. City of Kuna Subdivision Regulations Title 6, Chapters 3 and 4
4. City of Kuna Design Review Code Title 5, Chapter 4
5. City of Kuna Landscape Code Title 5, Chapter 17
6. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

H. Procedural Background:

At a regular meeting on September 5, 2017, the Council considered the applications, including agency comments, staff's report, application exhibits and public testimony presented or given.

I. Factual Summary:

This site is located on the southeast corner of Meridian and Deer Flat Roads. The project consists of 50.7 (approx.) acres and is currently zoned R-12, R-6 and C-1. Applicant requests changing portions of the approved R-12 zone to C-1, while other portions of the R-12 are proposed to change to Medium Density Residential. The C-1 (Neighborhood Commercial) will increase in size from approximately 17.99 acres to (approx.) 19.86 acres. While the R-6 (Medium Density Residential) will increase in size from approximately 27.26 acres to (approx.) 34.76 acres. If approved, this project will take access from Meridian Road (principle arterial) in two places, and from Deer Flat Road (minor arterial) in two places. Both existing roads are classified roadways.

J. Findings of Fact:

17-04-ZC and 17-04-S: Based upon the record contained in Case No's 17-04-ZC and 17-04-S, including the Comprehensive Plan, Kuna City Code, staff's memorandums, the exhibits, and the testimony during the public hearing, the Council hereby *approves / denies* the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 17-04-ZC and 17-04-S, a request for a rezone and preliminary plat in Kuna City limits request by the applicant follows:

The Council concludes that the applications comply with the City of Kuna's Zoning regulations (Title 5) of KCC.

1. The Council accepts the facts as outlined in the staff memo, the public testimony and the supporting evidence list presented.

Comment: *The Council held a public hearing on the subject applications on September 5, 2017, to hear from City staff, the applicant and to accept public testimony. The decision by the Council is based on the application, staff report and public testimony, both oral and written.*

2. Based on the evidence contained in Case No's 17-04-ZC and 17-04-S, this proposal does / does not appear to generally comply with the Comprehensive Plan and Comp Plan Map.

Comment: *The Comp Plan has listed numerous goals for providing commercial, single-family housing in Kuna. The Comp Plan Map designates this property as Medium Density. As this project proposes to accommodate commercial and residential uses the project generally follows the goals of the Comp Plan and the Comp Plan Map.*

3. The Council has the authority to approve these two applications.

Comment: *At a regular meeting on September 5, 2017, Council voted to approve cases 17-04-ZC and 17-04-S.*

4. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

Comment: *As noted in the process and noticing sections, notice requirements were met to hold a regular public hearing on September 5, 2017.*

K. Comprehensive Plan Analysis:

Council had determined the proposed subdivision for the site is consistent with the following Comp 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 by many 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]).

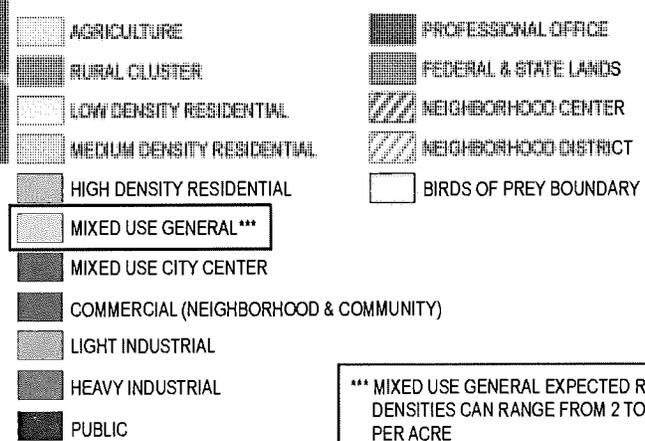
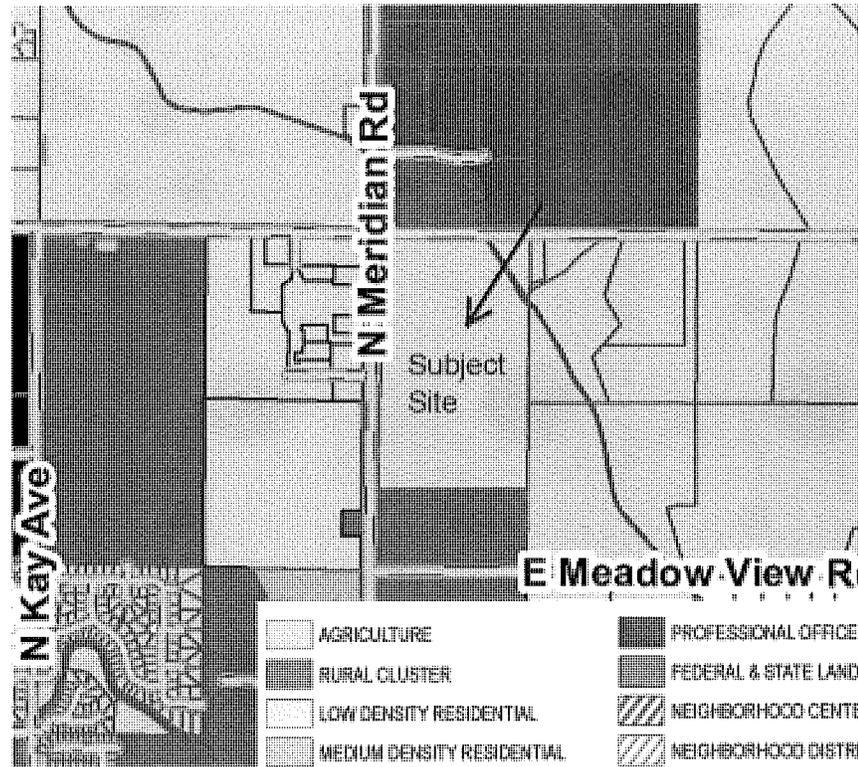
Residents hoped for the creation of business and light commercial use centers within neighborhoods. These centers would include restaurants, gas stations, churches, multi-family use facilities, and other mixed-use developments (Page 13 - CP).

Comment: *The Comp Plan and the corresponding Future Land Use Map (with land use designations) provides for a mix of medium density and high density residential uses and commercial uses. This project has proposed a variety of densities mixed with commercial, therefore it generally conforms to the Comp Plan and the Future Land Use Map.*

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

Ensure the 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's 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, the proposed project does not constitute a "takings" and the Economic value is intact.



*** MIXED USE GENERAL EXPECTED RESIDENTIAL DENSITIES CAN RANGE FROM 2 TO 20 UNITS PER ACRE

LEGEND

Economic Development Goals and Objectives - Section 5 - Summary:

Promote and support a diverse and sustainable economy that will allow more Kuna residents to work in their community, and develop policies to provide incentives and assistance to attract companies. 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, Pg. 43 – 3.1 and Pg. 41 – 1 & 1.3 [CP]).

Comment: The Comp Plan encourages a mix of commercial uses and adequate housing for all income levels and calls for increasing pedestrian connections. This project supplies a number of additional housing types to Kuna's inventory and provides opportunities for quality housing. This development should add to the City's pedestrian network for non-motorized transportation, by proposing pathway connections for development to connect to in the future.

Land Use Goals and Objectives - Section 6 - Summary:

Encourage and support mixed uses to accommodate a diverse range of business and commercial activity balanced with residential uses. Provide a broad mix of services within walking distances while strengthening the economy and providing opportunity for social interactions. Encourage commercial development on transportation corridors. 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. 63 – 1.1, Pg. 64 – 2.1, 2.2, 2.2.1, 3.1 & Goal 3, Pg. 65 – 4.3 and 6.4.1 Def. Pg. 89 [CP]).

Comment: *This project adds a number of quality commercial opportunities and several housing varieties to the City's inventory for all types of lifestyles, ages and economic groups.*

Transportation - Section 9: Encourage developers to create mixed-use developments that will reduce travel demand through trip capture. Increase Kuna's employment opportunities as a means of reducing commuter trips (Page 119 – Obj. 3.2 Policy 1 and 2 [CP]).

Comment: *Applicant proposes a mixed-use development adding to employment opportunities and may reduce commuter trips, therefore, it generally complies with the comp plan goals and policies*

Housing Goals and Objectives - Section 12 - Summary:

Adopt mixed-use land strategies which assure the self-sufficiency of neighborhoods. Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly mixed-use 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 high-quality development for commercial development along with a variety of dwelling types, densities, and price points for many income levels in this part of Kuna as encouraged by the Comp Plan. This project significantly adds to the City's overall network of commercial uses, utilities, sidewalks and roadways, therefore it complies with logical, orderly development and discourages land divisions and development greater than one half acre, and avoids increased municipal services costs and sprawl.*

Community Design Goals and Objectives - Section 13 - Summary:

Strengthen Kuna's image through good community and urban design principles that create mixed-uses and self-sufficient neighborhoods. Foster good community design concepts that incorporate landscape features to serve as buffers between incompatible uses while reducing scale and creates a sense of place (Pg.167 – Goal 1 and Pg. 168 – 1.2 and 2.1[CP]).

Comment: *Applicant proposes good community and urban design principles through creation of Mixed-Uses and a self-sustaining development, adding to the pedestrian pathway network and adding to the City's sidewalk network. Applicant also proposes improving Deer Flat Road, which adds to the roadway system thereby complying with the adopted Master Street Plan of Kuna (Functional Classified Road Map). This development should also incorporate landscape buffers creating a sense of place for citizens. Therefore, this project fosters sound community design concepts and complies with the Comp Plan goals and strengthens Kuna's image.*

Neighborhoods:

Kuna's updated Plan is an advocate for the development of self-sufficient and mixed-use 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: Applicant proposes an extension of the sidewalk and roadway system which complies with the Master Street Plan adopted by Kuna. Applicant should also propose connections to adjacent parcels by adding stub streets, pathways and sidewalks for pedestrian and non-motorized transportation. Applicant proposes R-6 housing densities thereby complying with call for a variety of housing types outlined within the Comp Plan and Comp Plan Map.

L. Idaho State Code Analysis:

1. **IC §67-6511 (2) C** requires that the City Council analyze the proposed changes to zoning ordinances to ensure that they are not in conflict with the policies of the adopted comprehensive plan. If the request is found by the governing board to be in conflict with the adopted plan, *or* would result in demonstrable adverse impacts upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction.
2. **IC §67-6513** provides that the City provide for mitigation of the effects of subdivision development on the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional costs upon current residents to accommodate the proposed subdivision.
3. Through discussions and comments submitted by public service providers, the project would not create demonstrable adverse impact to quality of emergency service and/or delivery of said services, or impose substantial additional costs to current residents.

M. Conclusions of Law:

The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

1. The Council feels the site *is* physically suitable for subdivision and development into a single-family and commercial subdivision, as proposed.

Comment: The 50.7 acre (approximate) project appears to be suitable for this subdivision and development as a mixed-use style subdivision, as proposed.

2. The subdivision uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

Comment: The land to be subdivided is not used as wildlife habitat. Roads, driveways, family units and open spaces are planned for construction according the City and ACHD requirements and best practices and will therefore not cause environmental damage or loss of habitat.

3. The Rezone and Subdivision applications are not likely to cause adverse public health problems.

Comment: The subdivision of the property would/would not generally comply with the Comp Plan. The project would connect to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.

4. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general we are of the public taking into account the physical features of the site, public facilities and existing adjacent uses.

Comment: Through correspondence with public service providers and application evaluation, this project appears to avoid detriment to surrounding uses. Council did consider the subdivision and the location of the property with adjacent uses.

5. The existing and proposed street and utility services in proximity to the site are suitable *or* adequate for commercial and residential purposes.

Comment: *Correspondence from ACHD and Kuna Public Works confirms that the streets and utility services are suitable and adequate for the residential project.*

6. Based on the evidence contained in Case No.s 17-04-ZC and 17-04-S, Council finds Case No.s 17-04-ZC and 17-04-S, adequately comply with Kuna City Code.
7. Based on the evidence contained in Case No.s 17-04-ZC and 17-04-S, Council finds Case No.s 17-04-ZC and 17-04-S, generally comply with Kuna's zoning Code.

N. Commission Recommended Conditions of Approval:

On July 13, 2017, the Planning and Zoning Commission voted to recommend *approval* for case No.s 17-04-ZC and 17-04-S, based upon the Comp Plan, Kuna City Code, the record before the Commission, the applicant's presentation, testimony and Commission discussion at the public hearing, the Kuna Commission votes to recommend approval for Case No.s 17-04-ZC and 17-04-S with the following conditions of approval *at time of development in the future*:

- Applicant shall follow all conditions listed in the staff report and those agreed upon during the meeting, to include:
 - Working with staff and ITD for additional landscaping along Meridian Road (in the form of additional trees, shrubs and grass),
 - Discuss options and work with ITD for improved Pedestrian crossings at Meridian and Deer Flat Roads intersection,
 - Work with staff and City Engineer concerning the water reservoir as outlined in the Engineers memo.
 - Add larger trees to the east side of the site as agreed.

O. City Council's Order of Decision:

17-04-ZC (Rezoning) and 17-04-Sub (Subdivision), *Note: This proposed motion is for approval, conditional approval, or denial for this request.. If the Council wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.*

On September 5, 2017, the Council voted to *approve* case No.s 17-04-ZC, 17-04-S, based upon the Comp Plan, Kuna City Code, the record before the Council, the applicant's presentation, testimony and Council discussion at the public hearing, the Council hereby votes to approve Case No.s 17-04-ZC and 17-04-S with the following conditions of approval *at time of development*:

- Follow all staff and agency conditions of approval as listed in the staff memo.
 - Applicant shall meet with staff to clarify and also plan for the booster station and retention pond and park (for discussion, not decision).
1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer hook-ups.
 - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No

- construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
- c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
 - d. The *Boise-Kuna* Irrigation District shall approval any modifications to the existing irrigation system.
 - e. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may commence without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
 - 2.1- With development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.
 3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
 4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
 5. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
 6. Street lights and parking lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.
 7. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
 8. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted). Perimeter fencing (and permit) is required prior to requesting final plat signatures from Kuna City Clerk and Engineer.
 9. All signage within/for the project shall comply with Kuna City Code and shall be approved in the design review process with all new commercial and multi-family.
 10. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
 11. The applicant's proposed preliminary plat (dated 05.5.17) and landscape plan (dated 05.3.2017) shall be considered a binding site plans, or as modified and approved through the public hearing process.
 12. Applicant shall add the following notes to the landscape plans and resubmit a PDF for Planning and Zoning approved plans, bearing the changes.
 - 12.1 – *Landscape contractor shall remove all twine/ropes and burlap from root balls.*
 - 12.2 – *Landscape contractor shall remove the wire basket from the top 1/2 of the root ball.*
 13. Applicant shall be conditioned to add appropriate and necessary pathways along water bodies to comply with the Master Recreation and Pathways Map at time of development.
 14. The land owner/applicant/developer, and/or any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
 15. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
 16. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED: This 19th day of September, 2017.



Joe Stear, Mayor
Kuna City

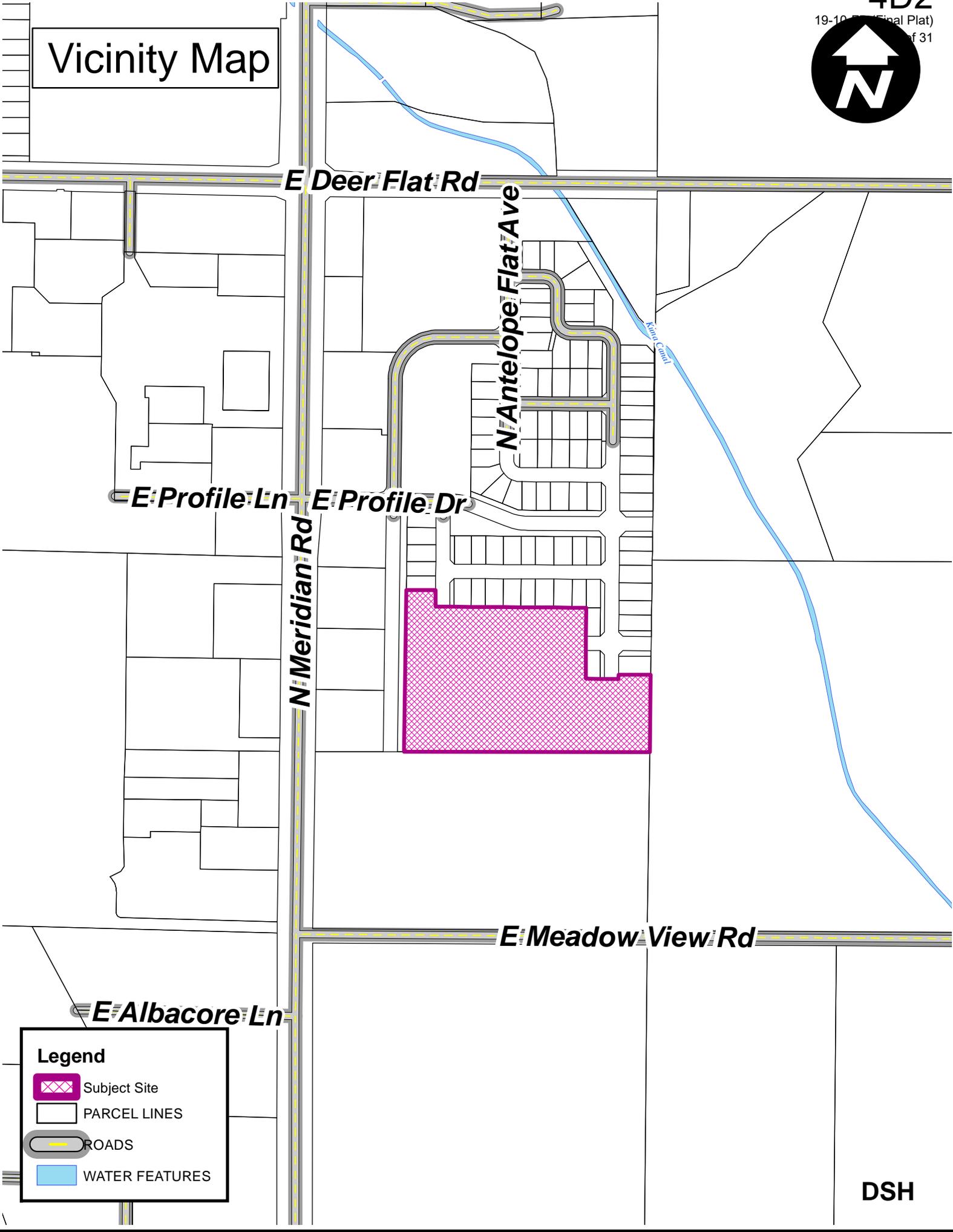
ATTEST: 

Chris Engels
Kuna City Clerk





Vicinity Map



E Deer Flat Rd

N Antelope Flat Ave

E Profile Ln **E Profile Dr**

N Meridian Rd

E Meadow View Rd

E Albacore Ln

Legend

-  Subject Site
-  PARCEL LINES
-  ROADS
-  WATER FEATURES



Aerial Map

E Lazy Db Ln

E Deer Flat Rd

N Antelope Flat Ave

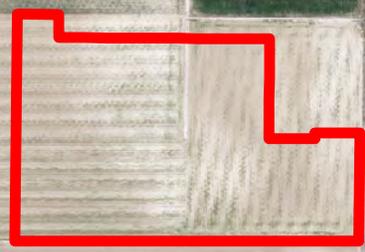
E Profile Ln E Profile Dr

N Meridian Rd

E Meadow View Rd

E Albacore Ln

E K



Legend

-  Subject Site
-  ROADS
-  WATER FEATURES



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov

Paul A. Stevens, P.E.
Kuna City Engineer

FINAL PLAT MEMORANDUM

Date: 4 September 2018
From: Paul A. Stevens, P.E.
To: Wendy Howell, Planning and Zoning Director
RE: Ashton Estates No. 3, 19-12-FP

The Ashton Estates No. 3, 19-12-FP Final Plat request dated 16 August 2019 has been reviewed. This review is based on land use as allowed or permitted in an "R-6" zone.

This Final Plat encompasses 8.95 Acres containing forty-six (46) residential lots and five (5) common lots. A commensurate burden will be placed on City of Kuna utilities; Pressurized Irrigation, Sewer, & Water.

Comments may be expanded or refined in connection with the future land-use actions.

1) Property Description

- a) The applicant provided a cover letter and sheets one through five of five final plat sheets.

2) General

- a) Ashton Estates No. 3 will increase demand on constructed facilities and on water rights provided by others. Water rights associated with this property shall be transferred to the City at time of connection (development) by deed and "Change of Ownership" form from IDWR.
- b) Provide engineering certification on all final engineering drawings/Record Drawings.
- c) Provide final plat showing all modifications stemming from construction.

3) Inspection & Fees

- a) This project is being constructed. The responsible engineer of record will provide Record Drawings upon completion.
- b) The inspection fee for City inspection of the construction of public water, sewer and irrigation facilities associated with this development has been paid.

4) Sanitary Sewer & Potable Water Connection & Fees

- a) This project is in agreement with the Sewer, and Water master plans.

5) Pressurized Irrigation

- a) This project is in agreement with the PI master plan

6) Grading and Storm Drainage

The following is a requirement of the Final Plat approval and subsequent construction drawings:

- a) A grading and drainage plan has been provided as part of the Construction Drawings.
- b) Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties will be made within the final inspection process.
- c) The final inspection shall verify that slopes are not steeper than 3:1 on lots adjacent to a street or common lot and no steeper than 4:1 for lots with common rear lot lines.
- d) Runoff from public right-of-way is regulated by ACHD. Satisfaction of this requirement shall be verified before final project acceptance.

7) Final Plat

- a) Comments may result from the final construction review.
 - (1) The final plat sheets 1-5 appear to match the work being constructed.
 - (2) Upon project completion, the final plat must be compared with the record construction drawings. All lot line adjustments, easements and similar items must be recorded on the final plat such that an accurate and truthful document results.

8) As-Built Drawings

- a) As-built (Record) drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes but will not be responsible for the finished product. As-built drawings will be required before occupancy or final plat approval is granted.



CENTRAL
DISTRICT
HEALTH
DEPARTMENT

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

4D2
19-12-FP (Final Plat) 31 of 31
RECEIVED
OCT 04 2019
CITY OF KUNA

"Healthy People in Healthy Communities"

19-0816

October 2, 2019

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

RE: Ashton Estates Subdivision No. 3

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 October 2, 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: SDN, LLC
KM Engineering, LLP
City of Kuna

LB:bk

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

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: 19-13-FP (Final Plat) – Silver Trail No. 4

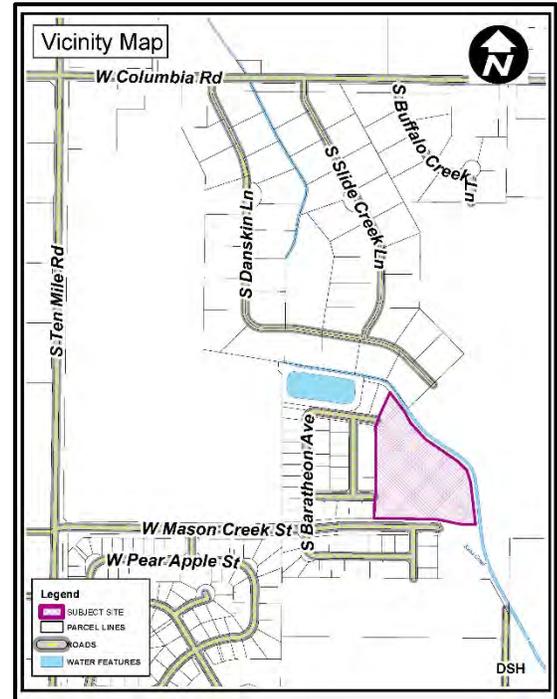
Location: W. Malcom Way,
Kuna Idaho 83634

Planner: Doug Hanson, Planner I

Meeting Date: October 15, 2019

Applicant/ Owner: Challenger Development, Inc.
1977 E. Overland Rd.
Meridian, ID 83642

Representative: David Crawford
5505 W. Franklin Rd.
Boise, ID 83705
208.519.4393
dacrawford@baengineers.com



A. General Project Facts:

- David Crawford on behalf of Challenger Development, Inc. is requesting final plat approval for Silver Trail No. 4 which has twenty-four (24) building lots and four (4) common lots on a total of approximately 6.40 acres (Ada County Assessor Parcel No. R1727750151).

B. Staff Analysis:

- In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for Silver Trail Subdivision No. 4.
- Staff has determined that the proposed final plat for Silver Trail Subdivision No. 4 is in conformance with the approved preliminary plat.

C. Applicable Standards:

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

D. Conditions of Approval:

- 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.
- 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.
- 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: Silver Trail Subd. #4	Applicant: David Crawford
---	-------------------------------------

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.	
X	Approved Findings of Fact, Conclusions of Law for Preliminary Plat	✓
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: ◇ 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)	19-13-FP
Project name	Silver Trail #4
Date Received	8.21.19
Date Accepted/Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: <u>Challenger Development, Inc.</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: <u>W. Malcom Way</u>
Site Location (Cross Streets): <u>South of W. Columbia and East of S. Ten Mile Rd.</u>
Parcel Number (s): <u>R1727750151</u>
Section, Township, Range: <u>Sec. 11 T2N R1W</u>
Property size : <u>6.4 ac</u>
Current land use: <u>Under Const.</u> Proposed land use: <u>Residential</u>
Current zoning district: <u>R-6</u> Proposed zoning district: <u>No Change</u>



Project Description

Project / subdivision name: Silver Trail Subdivision No. 4

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: 24

Number of common and/or other lots: 4

Type of dwellings proposed:

Single-Family _____

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): N/A

Gross density (DU/acre-total property): 3.75 da/ac Net density (DU/acre-excluding roads): 5.01 du/ac

Percentage of open space provided: 4.84% Acreage of open space: 0.31ac

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:

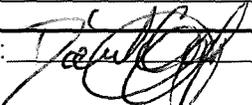
a. Handicapped spaces: _____ Dimensions: _____

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:  Date: 8/20/19

B & A Engineers, Inc.

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

August 20, 2019

City of Kuna

751 W. 4th St.

Kuna, Idaho 83634

Subject: **Final Plat Approval Request for – Silver Trail Subdivision No. 4**

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 Silver Trail Subdivision No. 4.

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.



ADA COUNTY RECORDER Phil McGrane BOISE IDAHO Pgs=3 CHE FOWLER TITLEONE BOISE	2019-056992 06/28/2019 02:22 PM \$15.00
--	--

Order Number: 19337672 TC

574

Warranty Deed

For value received,

Viper Investments, 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 Rd. Meridian, ID 83642

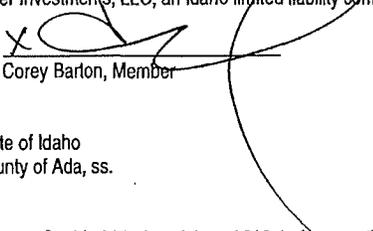
the grantee, the following described premises, in Ada County, Idaho, to wit:

See Exhibit "A" attached hereto and made a part hereof, and which is comprised on (2) two pages.

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: June 28, 2019

Viper Investments, LLC, an Idaho limited liability company

By: 
 Corey Barton, Member

State of Idaho
County of Ada, ss.

On this 28th day of June 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.

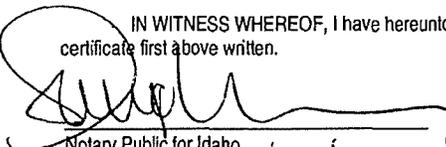

 Notary Public for Idaho
 Residing In: Middleton, ID
 My Commission Expires: 7/16/22



EXHIBIT "A"



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

Boundary Description

A re-subdivision of 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 west half 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 North Ten Mile Road to a point which bears $S00^{\circ}36'21''W$, 240.72 feet from the northwest corner of the southwest quarter 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; thence continuing $S89^{\circ}27'25''E$, 901.52 feet along the southerly boundary of said Lot 68; thence $N00^{\circ}06'56''W$, 246.51 feet; thence $N11^{\circ}48'42''E$, 94.00 feet the **Point of Beginning**:

Thence 58.06 feet along a tangent curve deflecting to the left, having a radius of 297.00 feet, a central angle of $11^{\circ}12'01''$, a long chord bearing of $N83^{\circ}47'18''W$, and a long chord distance of 57.97 feet;

Thence $N89^{\circ}23'19''W$, 327.84 feet;

Thence $N00^{\circ}36'41''E$, 100.00 feet;

Thence $N07^{\circ}43'29''E$, 50.39 feet;

Thence $N00^{\circ}06'56''W$, 380.86 feet;

Thence $N29^{\circ}17'17''E$, 10.00 feet;

Thence $N15^{\circ}52'49''E$, 50.92 feet;

Thence $N24^{\circ}46'23''E$, 155.31 feet to the southwesterly boundary of an easement for the Kuna Canal;

Thence the following courses and distances along the southwesterly easement for the Kuna Canal:

$S37^{\circ}15'03''E$, 133.86 feet; $S28^{\circ}35'31''E$, 79.25 feet;
 $S42^{\circ}41'26''E$, 130.67 feet; $S55^{\circ}37'51''E$, 226.09 feet;
 $S45^{\circ}13'26''E$, 71.766 feet; $S16^{\circ}53'49''E$, 75.52 feet;
 $S06^{\circ}36'11''E$, 241.81 feet;





City of Kuna AFFIDAVIT OF LEGAL INTEREST

City of Kuna
P.O. Box 13
Kuna, Idaho 83834
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

State of Idaho)
County of Ada)

I, Corey D. Barton, 1977 B. 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.

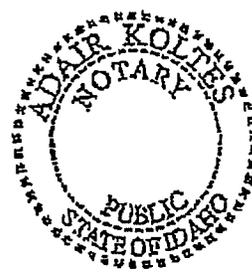
B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

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



B & A Engineers, Inc.

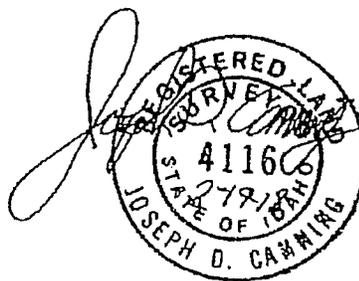
Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Phone. 208-343-3381 Facsimile 208-342-5792

Thence S87°17'37"W, 45.83 feet;

Thence 51.44 feet along a tangent curve deflecting to the right, having a radius of 203.00 feet, a central angle of 14°31'05", a long chord bearing of N85°26'50"W, and a long chord distance of 51.30 feet;

Thence N78°11'18"W, 105.72 feet to the **Point of Beginning**.

Comprising 6.40 acres, more or less.



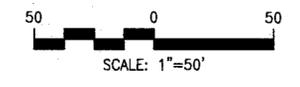
INITIAL



Silver Trail Subdivision No. 4

A re-subdivision of 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 southeast quarter of the northwest quarter of Section 11, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho.

2019



Legend

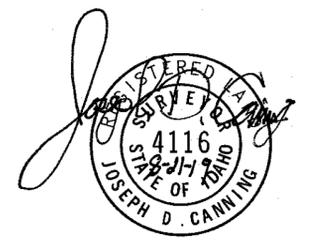
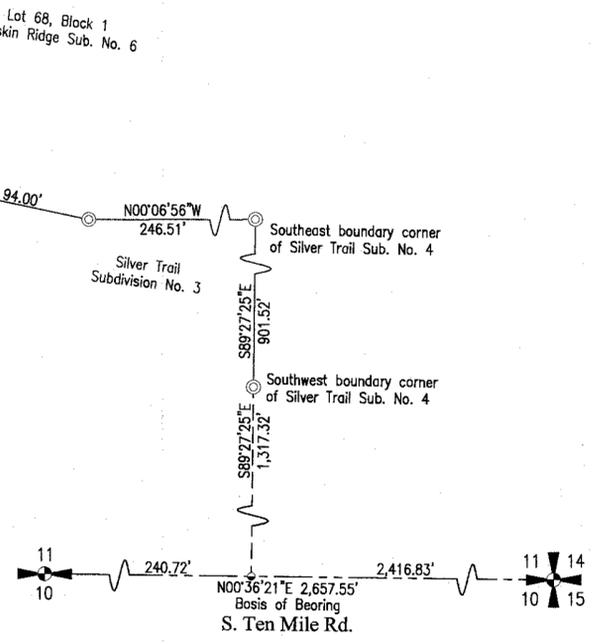
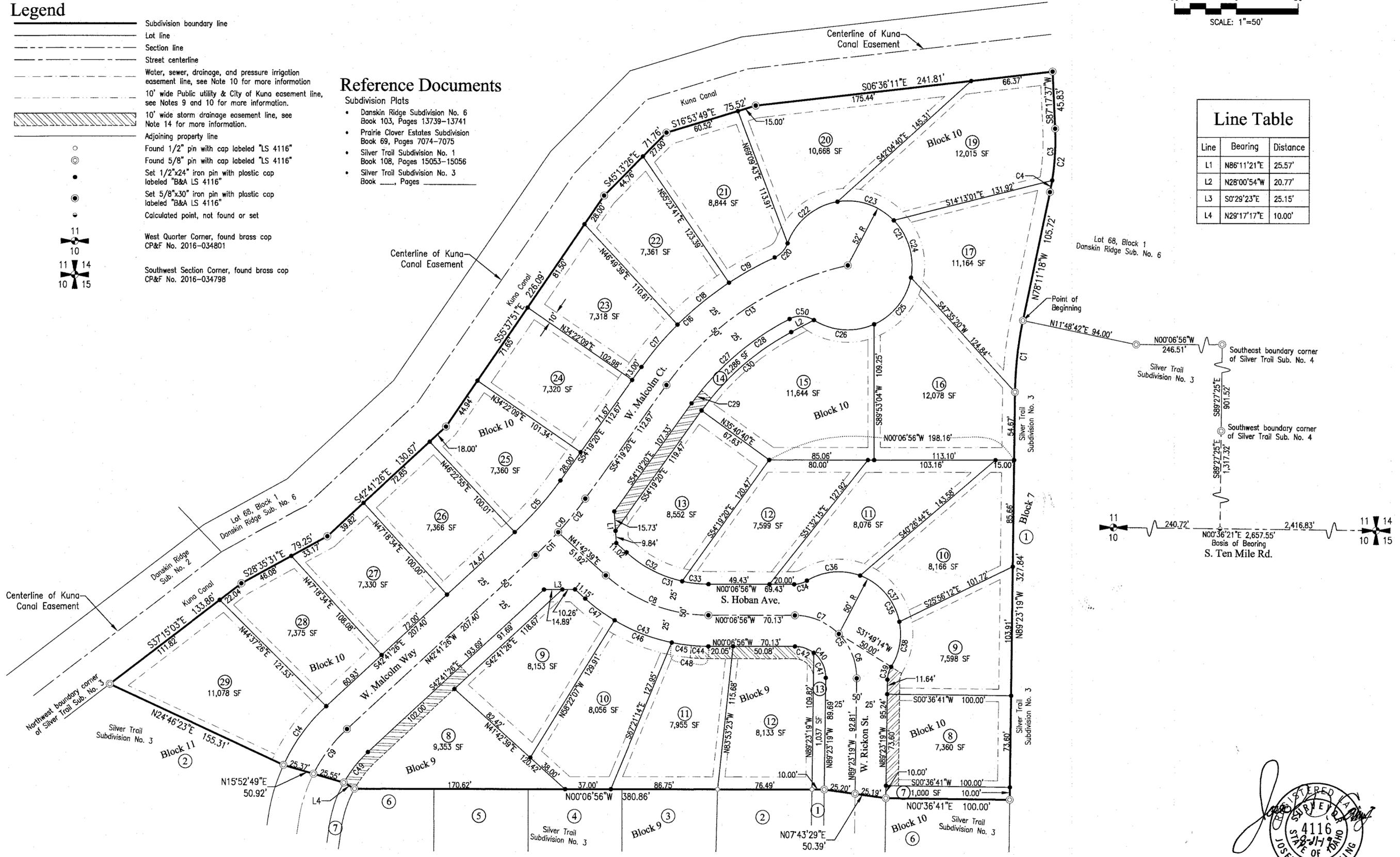
- Subdivision boundary line
- Lot line
- Section line
- Street centerline
- Water, sewer, drainage, and pressure irrigation easement line, see Note 10 for more information
- 10' wide Public utility & City of Kuna easement line, see Notes 9 and 10 for more information.
- 10' wide storm drainage easement line, see Note 14 for more information.
- Adjoining property line
- Found 1/2" pin with cap labeled "LS 4116"
- Found 5/8" pin with cap labeled "LS 4116"
- Set 1/2"x24" iron pin with plastic cap labeled "B&A LS 4116"
- Set 5/8"x30" iron pin with plastic cap labeled "B&A LS 4116"
- Calculated point, not found or set
- West Quarter Corner, found brass cap CP&F No. 2016-034801
- Southwest Section Corner, found brass cap CP&F No. 2016-034798

Reference Documents

- Subdivision Plats
- Danskin Ridge Subdivision No. 6 Book 103, Pages 13739-13741
 - Prairie Clover Estates Subdivision Book 69, Pages 7074-7075
 - Silver Trail Subdivision No. 1 Book 108, Pages 15053-15056
 - Silver Trail Subdivision No. 3 Book _____, Pages _____

Line Table

Line	Bearing	Distance
L1	N86°11'21"E	25.57'
L2	N28°00'54"W	20.77'
L3	S0°29'23"E	25.15'
L4	N29°17'17"E	10.00'



B&A Engineers, Inc.

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

Silver Trail Subdivision No. 4
Sheet 1 of 3

See Sheet 2 For Notes, Line Table, & Curve Table

Silver Trail Subdivision No. 4

Curve Table					
Curve	Delta	Radius	Arc	Chord Bearing	Chord Distance
C1	11°12'01"	297.00'	58.06'	N83°47'18"W	57.97'
C2	14°31'05"	203.00'	51.44'	N85°26'50"W	51.30'
C3	11°47'56"	203.00'	41.80'	N86°48'25"W	41.73'
C4	2°43'14"	203.00'	9.64'	N79°32'50"W	9.64'
C5	90°43'37"	50.00'	79.17'	N45°14'53"E	71.16'
C6	45°21'36"	50.00'	39.58'	N67°55'40"E	38.56'
C7	45°21'48"	50.00'	39.59'	N22°33'58"E	38.56'
C8	41°49'35"	125.00'	91.25'	S20°47'52"W	89.24'
C9	20°44'19"	125.00'	45.24'	N53°03'36"W	45.00'
C10	11°37'54"	300.00'	60.90'	S48°30'23"E	60.80'
C11	4°56'23"	300.00'	25.86'	S45°09'38"E	25.86'
C12	6°41'31"	300.00'	35.04'	S50°58'35"E	35.02'
C13	41°45'40"	246.79'	179.88'	N33°26'30"W	175.92'
C14	22°32'11"	150.00'	59.00'	N53°57'31"W	58.62'
C15	11°37'54"	275.00'	55.83'	S48°30'23"E	55.73'
C16	29°44'19"	271.79'	141.07'	N39°27'11"W	139.49'
C17	9°28'31"	271.79'	44.95'	N49°35'05"W	44.90'
C18	11°21'50"	271.79'	53.91'	N39°09'55"W	53.82'
C19	8°53'56"	271.79'	42.21'	N29°02'01"W	42.17'
C20	45°33'30"	20.00'	15.90'	S47°21'46"E	15.49'
C21	282°01'43"	52.00'	255.96'	N70°52'20"E	65.43'
C22	60°33'30"	52.00'	54.96'	N39°51'46"W	52.44'
C23	55°05'32"	52.00'	50.00'	N17°57'44"E	48.10'
C24	56°01'14"	52.00'	50.84'	N73°31'07"E	48.84'
C25	54°09'49"	52.00'	49.16'	S51°23'21"E	47.35'
C26	56°11'38"	52.00'	51.00'	S34°47'22"W	48.98'
C27	27°17'32"	221.79'	105.65'	N40°40'34"W	104.65'
C28	23°53'46"	221.79'	92.50'	N38°58'41"W	91.83'
C29	3°23'47"	221.79'	13.15'	N52°37'27"W	13.15'
C30	26°18'27"	211.79'	97.25'	N41°10'07"W	96.39'
C31	41°49'35"	100.00'	73.00'	S20°47'52"W	71.39'
C32	29°33'15"	100.00'	51.58'	S26°56'02"W	51.01'
C33	12°16'21"	100.00'	21.42'	S6°01'14"W	21.38'
C34	31°12'33"	20.00'	10.89'	S15°43'13"E	10.76'
C35	153°08'43"	50.00'	133.64'	N45°14'53"E	97.27'
C36	51°19'32"	50.00'	44.79'	N5°39'19"W	43.31'
C37	58°26'30"	50.00'	51.00'	N49°13'42"E	48.82'
C38	43°22'17"	50.00'	37.85'	S79°51'54"E	36.95'
C39	31°12'33"	20.00'	10.89'	N73°47'02"W	10.76'
C40	90°43'37"	25.00'	39.59'	N45°14'53"E	35.58'
C41	53°07'48"	25.00'	23.18'	N64°02'47"E	22.36'
C42	37°36'07"	25.00'	16.41'	N18°40'49"E	16.11'
C43	41°49'35"	150.00'	109.50'	S20°47'52"W	107.09'
C44	5°18'24"	150.00'	13.89'	S2°32'16"W	13.89'
C45	6°08'08"	150.00'	16.06'	S8°15'33"W	16.06'
C46	19°05'55"	150.00'	50.00'	S20°52'34"W	49.77'
C47	11°17'08"	150.00'	29.55'	S36°04'05"W	29.50'
C48	11°26'24"	150.00'	29.95'	S5°36'25"W	29.90'
C49	18°01'17"	100.00'	31.45'	N51°42'05"W	31.32'
C50	58°54'59"	20.00'	20.57'	N2°25'42"E	19.67'

Notes

- Irrigation water will be provided by the City of Kuna in compliance with Idaho Code Section §31-3805(1)(b). All lots within this subdivision will be entitled to irrigation rights through Boise-Kuna Irrigation District, and will be obligated for assessments from the City of Kuna.
- All references to Homeowners' Association herein are to the Silver Trail 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 No. 2015-010835, 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 Silver Trail Subdivision.
- Lots shall not be reduced in size without prior approval from the health authority.
- Lots 8 & 13, Block 9 and Lots 7 & 14, Block 10 are designated as common area lots to be owned and maintained by the Homeowners' Association. The Homeowners' Association (HOA), its ownership, and maintenance commitments cannot be dissolved without express written consent from the City of Kuna, Idaho. All improved individual lots are subject to the fractional share of the irrigation assessment for each HOA common lot(s) that receive(s) municipal irrigation, as determined by the City of Kuna. If the assessment is not paid by the HOA, the individual improved lots are subject to a lien for non-payment.
- No easement shown or designated herein 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-feet wide along public right-of-ways.
- Water, sewer, drainage, and pressure irrigation easements are hereby reserved for the City of Kuna for the installation and maintenance of lines as shown herein (unless otherwise dimensioned).
 - 10-feet wide along public right-of-ways, rear lot lines and the exterior boundary.
 - 10-feet wide centered on interior lot lines.
- Direct lot access to W. Mason Creek St. is prohibited unless specifically approved in writing by the Ada County Highway District and the City of Kuna.
- Maintenance of any gravity 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 Lots 8, 11, & 12, Block 9 and Lots 8, 9, & 14, Block 10 are servient 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 maintenance of the storm water drainage system.
- This development is subject to a License Agreement, Inst. No. _____ to benefit the Ada County Highway District.

Certificate of Owners

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby certify that it is the owner of a certain tract of land to be known as SILVER TRAIL SUBDIVISION NO. 4, and that it intends to include the following described land in this plat:

A re-subdivision of 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 southeast quarter of the northwest 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°36'21"E, 2,416.83 feet along the westerly boundary of the southwest quarter of said Section 11 and along the centerline of North Ten Mile Road to a point which bears S00°36'21"W, 240.72 feet from the northwest corner of the southwest quarter of said Section 11; thence S89°27'25"E, 1,317.32 feet along a random line to the southwesterly corner of said Lot 68; thence continuing S89°27'25"E, 901.52 feet along the southerly boundary of said Lot 68; thence N00°06'56"W, 246.51 feet; thence N11°48'42"E, 94.00 feet the Point of Beginning:

Thence 58.06 feet along a tangent curve deflecting to the left, having a radius of 297.00 feet, a central angle of 11°12'01", a long chord bearing of N83°47'18"W, and a long chord distance of 57.97 feet;

Thence N89°23'19"W, 327.84 feet;

Thence N00°36'41"E, 100.00 feet;

Thence N07°43'29"E, 50.39 feet;

Thence N00°06'56"W, 380.86 feet;

Thence N29°17'17"E, 10.00 feet;

Thence N15°52'49"E, 50.92 feet;

Thence N24°46'23"E, 155.31 feet to the southwesterly boundary of an easement for the Kuna Canal;

Thence the following courses and distances along the southwesterly easement for the Kuna Canal:

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- S42°41'26"E, 130.67 feet;
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- S06°36'11"E, 241.81 feet;

Thence S87°17'37"W, 45.83 feet;

Thence 51.44 feet along a tangent curve deflecting to the right, having a radius of 203.00 feet, a central angle of 14°31'05", a long chord bearing of N85°26'50"W, and a long chord distance of 51.30 feet;

Thence N78°11'18"W, 105.72 feet to the Point of Beginning.

Comprising 6.40 acres, more or less.

See Sheet 3 for Certificate of Owners Signature



B&A Engineers, Inc.

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



City of Kuna

Findings of Fact

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

To: Kuna City Council

Case Number: 13-02-S Subdivision, Preliminary Plat

Location: North Red Delicious Avenue (SEC Ten Mile & Mason Creek St.)
 Kuna, Idaho 83634

Planner: Troy Behunin, Senior Planner

Meeting Date: August 6, 2013 (Continued)
 August 20, 2013

Findings of Fact: September 3, 2013

Applicants: LEI Engineers & Planners, *Laren Bailey*
 2040 S. Eagle Road
 Meridian, ID, 83642
 208.846.9600
Lbailey@LEI-Eng.com

DBTV Applewood Farm LLC, *Tim Eck*
 6152 W. Half Moon lane
 Eagle, ID, 83616
 208.850.0591
Tweenterprises@yahoo.com

Table of Contents:

- A. Course Proceedings
- B. General Facts, Staff Analysis
- C. Applicable Standards
- D. Comprehensive Plan Analysis
- E. Findings of Fact
- F. Conclusions of Law
- G. Order of Decision by the Council

A. Course of Proceedings

1. Proposing Preliminary Plat for a residential subdivision is designated in Kuna City Code (KCC), 1-14-3 as a public hearing, with the City Council as the decision making body. This land use was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

a. Notifications

- | | |
|---------------------------|---------------------|
| i. Agencies | April 15, 2013 |
| ii. 300' Property Owners | July 2, 2013 (sent) |
| iii. Kuna Melba Newspaper | July 10, 2013 |
| iv. Site Posted | July 25, 2013 |

2. In accordance with KCC Title 6 in Kuna City Code (KCC) this application seeks re-approval for a Preliminary Plat (residential subdivision), known as Silver Trail Subdivision.

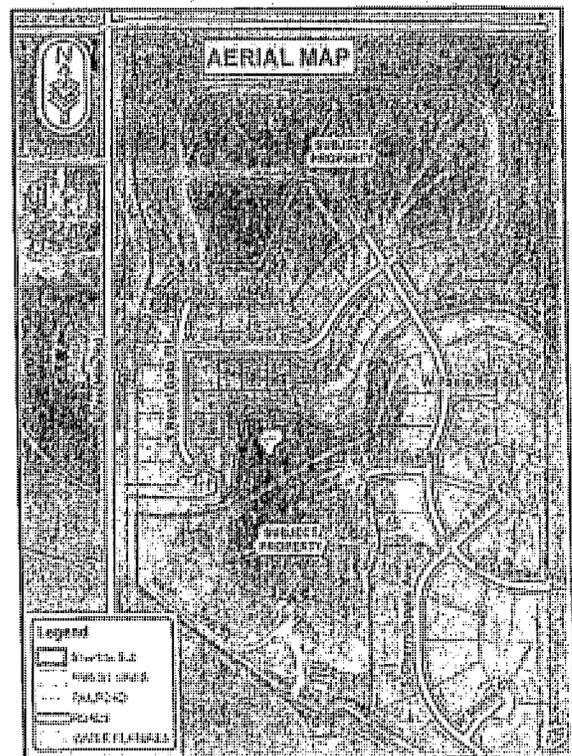
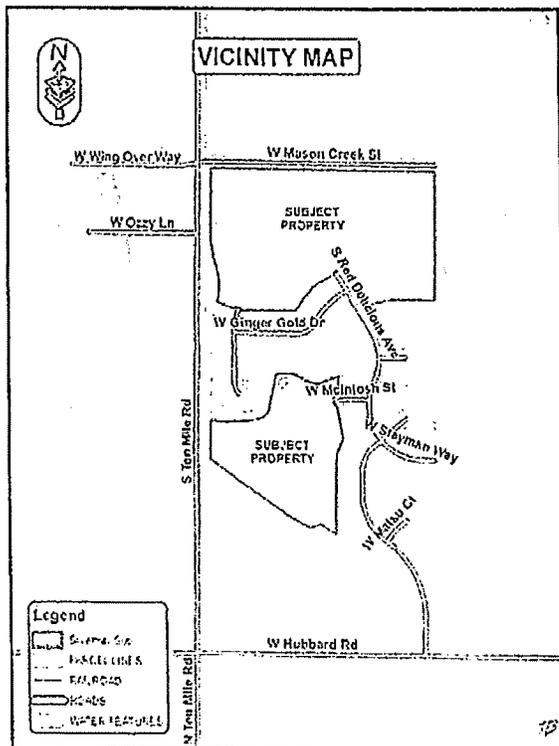
B. General Project Facts, Staff Analysis:

1. **Request:** The applicant is seeking preliminary plat re-approval for a residential subdivision in Kuna consisting of 115 buildable lots and 11 common lots over two parcels, and approximately 29.3 acres.
2. The applicant has submitted all necessary documents and materials for review and has held the appropriate neighborhood meeting and posted the site in accordance with KCC posting requirements.
3. **History:** The applicant is proposing a new preliminary re-plat for 115 lots and 11 common lots. This request has a slightly different lot arrangement than what was previously approved. The new lot count reflects an effort to match the developers Local Improvement District (LID) Equivalent Dwelling Units (EDU) obligation for the parcel. The overall increase in lots from the previous approval is about 15 additional buildable lots but remains within allowable densities for the R-6 zone.
4. **Legal Description:** A legal description was included with the application and is in the file.
5. **Comprehensive Plan Designation:** The Future Land Use map (FLU) identifies a designation of Medium Residential. In 2006 when this preliminary plat was originally approved, it was granted the R-6 zoning. In accordance with KCC 5-3-2, staff views this residential use request as compatible.

6. Land Use:

Direction	Current Zoning	
North	R-6	Medium Residential – Kuna City
South	RR	Rural Residential – Ada County
East	R-6, RR	Medium Residential – Kuna City and Rural Residential – Ada County
West	RR	Rural Residential – Ada County

6.1 Vicinity and Aerial Maps:



6.2 Parcel Numbers: APN: R1727740012, S1311336210

6.3 Parcel Sizes and Current Zoning:

Acres: 20.14 acres, 9.13 acres

Zoning: R-6 for both parcels.

6.4 Services:

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 – Boise-Kuna Irrigation District

Pressurized Irrigation – City of Kuna (KMID)

Sanitation Services – K&M Sanitation

6.5 Existing Structures, Vegetation and Natural Features: The site is currently vacant and relatively flat. The vegetation is what is commonly associated with a vacant lot, and the site has more than 1,200 feet of street frontage along Mason Creek Street.

6.6 Transportation / Connectivity: Road frontage is on Mason Creek Street, additional access is from Ten Mile Road.

6.7 Public Services, Utilities and Facilities: The following agencies returned comments on this project; City Engineer, Kuna Forester, Department of Environmental Quality and Central District Health Department.

C. Applicable Standards:

1. City of Kuna Zoning Ordinance No. 230.
2. City of Kuna Design Review Ordinance, 2011-08.
3. City of Kuna Subdivision Ordinance No. 2010-15, title 6 Subdivision Regulations.
4. City of Kuna Landscape Ordinance No. 2006-100.
5. City of Kuna Comprehensive Plan.
6. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

D. Comprehensive Plan Analysis:

The City Council may accept the Comprehensive Plan components as described below.

1. The proposed subdivision preliminary plat for the site is consistent with the following Comprehensive Plan components:

GOALS AND POLICIES – Property Rights

Goal 1: Ensure that the City of Kuna land use policies, restrictions, conditions and fees do not violate private property rights. Establish an orderly, consistent review process for the City of Kuna to evaluate whether proposed actions may result in private property "takings".

Policy 1: As part of a land use action review, the staff shall evaluate with guidance from the City's attorney; The Idaho Attorney General's six criterion established to determine the potential for property taking.

GOALS AND POLICIES – Economic Development

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

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

GOALS AND POLICIES – Land Use

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

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

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

E. Findings of Fact:

1. All required procedural items have been completed as shown in the staff report.
2. The proposed residential development complies with Section 6.0 of Kuna's Comprehensive Plan.
3. Public services are available and are adequate to accommodate this site's development.
4. The residential preliminary plat appears to not be detrimental to the public's health, safety and general welfare.
5. The site is zoned R-6 and intended for use as a residential subdivision after acquiring the proper approvals.
6. The project description and staff analysis and findings of fact are correct.
7. Recommendation by the Planning and Zoning Commission:
Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission of Kuna, Idaho, hereby recommends *approval* for Case No. 13-02-S, a subdivision request by DBTV Applewood Farm, LLC, (Tim Eck), with the following conditions of approval:
 - a) Follow all staff recommendations listed in the staff report,
 - b) Developer shall coordinate with and follow the City Forester on alternate trees for certain species,
 - c) Single story homes for lots that back North Ten Mile Road,
 - d) Match and continue the existing perimeter fence,
 - e) Work with the City to provide correct fencing around retention ponds.

F. Conclusions of Law:

1. The preliminary plat use is consistent with Kuna City Code.
2. The preliminary plat use appears to meet the general objectives of Kuna's Comprehensive Plan.
3. The site is physically suitable for a 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 residential preliminary plat is not likely to cause adverse public health problems.
6. The residential preliminary plat appears to be in compliance with all ordinances and laws of the City.
7. The residential preliminary plat appears to 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 and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.

9. Based on evidence contained in Case #13-02-S, this proposal appears to comply with KCC Title 6.
10. Based on the evidence contained in Case #13-02-S this proposal appears to comply with Section 6.0 of the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map.
11. The City Council has the authority to approve or deny this preliminary plat application.
12. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

G. Order of Decision by the Council

Note: This proposed motion is to approve or deny this subdivision preliminary plat request. If the City Council wishes to recommend approval or denial for specific parts of the requests as detailed in the report, those changes must be specified.

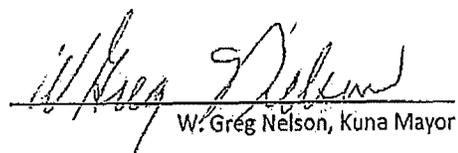
On August 20, 2013, the City Council voted 3-2, to approve case No. 13-02-S based on the facts outlined in staff's report, case file and public testimony at the public hearing. The City Council of Kuna, Idaho, hereby *approves* Case No. 13-02-S, a subdivision preliminary plat request by DBTV Applewood Farm, LLC, (Tim Eck), with the following conditions of approval:

Conditions of Approval:

- The City Council did not accept the planning and zoning recommendation for requiring single-story homes along Ten Mile Road. City Council approved two-story homes on lots which back North Ten Mile Road.
1. The applicant shall obtain written approval of the construction plans from the agencies noted below. The approval may be either on agency letterhead referring to the approval use or may be written or stamped upon a copy of the approved plan. All site improvements are prohibited prior to approval of these agencies.
 - a.) The City Engineer shall approve the sewer and water hook-ups.
 - b.) The Kuna Fire District shall approve all fire flow requirements and/or building plans.
 - c.) The Boise-Kuna Irrigation District shall approve all proposed modifications to the existing Irrigation system.
 - d.) Approval from Ada County Highway District / Impact Fees, if any shall be paid prior to building permit approval.
 - e.) The City Engineer shall approve a surface drainage run-off plan, (if needed). As recommended by Central District Health Department, the plan should be designed and constructed in conformance with standards contained in "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of a drainage design plan from the Kuna City Engineer. The drainage design plan shall include all proposed site grading.
 2. All public right-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may be commenced without the approval of the Ada County Highway District. Any work within the Ada County Highway District right-of-way requires a permit. For information regarding the requirements to obtain a permit, contact Ada County Highway District Development Services at 208-387-6100.
 - 2.1 – Dedicate right-of-way in sufficient amounts which follow City and ACHD standards and widths.
 3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground.
 4. Compliance with Idaho Code Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site.
 5. Lighting within the site shall comply with Kuna City Code.
 6. Parking within the site shall comply with Kuna City Code (Except as specifically approved otherwise).
 7. Fencing within and around the sites shall comply with Kuna City Code (Except as specifically approved otherwise).

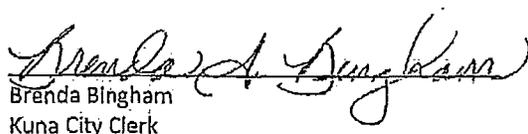
8. Signage within the site shall comply with Kuna City Code. (The applicant shall apply for a sign permit prior to sign construction).
9. The applicant shall follow all of the requirements for sanitary sewer, potable water, pressure irrigation system connections, and all other requirements of the City engineer, as outlined in the Engineers memorandum dated May 1, 2013, and all future comments and/or corrections.
10. Submit a petition prior to submitting an application for final plat to the City, consenting to the pooling of irrigation surface water rights for delivery purpose and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation District (KMID).
11. The applicant's preliminary plat (date stamped 3.18.2013) and landscape, parking and lighting plan, (date stamped 4.12.2013) shall be considered binding site plans.
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 5 days as weather permits or as the planting season permits), as required to meet the standards of these requirements. Maintenance and planting within public right-of-way shall be with approval from the public and/or private entities owning the property.
13. The applicant shall comply with all Federal, State and Local Laws.

DATED: this 16th day of Sept., 2013.



 W. Greg Nelson, Kuna Mayor

ATTEST:


 Brenda Bingham
 Kuna City Clerk



ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=86 VICTORIA BAILEY
TITLEONE BOISE

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02/11/2015 03:10 PM
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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SILVER TRAIL SUBDIVISION**

THIS DECLARATION is made effective as of February 2nd, 2015, by Corey Barton Homes, Inc., an Idaho corporation dba CBH Homes (“Declarant” or “Owner” or “Grantor”).

ARTICLE I: RECITALS

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

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

ARTICLE II: DECLARATION

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

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SILVER TRAIL
SUBDIVISION - PAGE 1 OF 86**

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

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

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

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

ARTICLE III: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

3.12 "Silver Trail Subdivision" and the "Subdivision" shall each mean the Property.

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

3.14 "Grantor" shall mean, Corey Barton Homes, Inc., an Idaho corporation dba CBH Homes and its successors-in-interest, and Affiliates (collectively, "CBH"), and any person or entity to whom CBH expressly transfers its Grantor rights, which transfer

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

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

4.1.1 Use and Size of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure. Except as otherwise approved in writing by the Architectural Committee, the minimum single-family residential structure size in Silver Trail Subdivision shall be One-Thousand One-Hundred (1,200) square feet exclusive of garages, porches, storage rooms and patios. square feet provided in no case shall they be less than Eight-Hundred Fifty square feet and all such approvals are subject to the requirements of the Plat Conditions.

4.1.2 Architectural Committee Review. No construction of any Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement may commence until the Architectural Committee has approved, in writing, the elevations, building plans, specifications, lot plan and other plans and specifications requested by the Architectural Committee. Construction of all such Improvements must conform to and comply with the applicable approved elevations, plans and specifications. Prior to the start of construction, Owners will submit two (2) sets of plans, including a plat plan, floor plan, all elevations and other documentation requested by the Architectural Committee, to the Architectural Committee for review. These plans will be held for thirty (30) days after completion of the project. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials (including, without limitation, Architectural Committee approved architectural

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

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

4.1.4 Roofing. All residences must be built with a minimum of twenty five (25) year life architectural composition unless otherwise approved by the Architectural Committee. Roof pitch on all dwellings shall be a minimum 5/12 roof pitch.

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

4.1.6 Elevations. As set forth in Section 4.1.2 above, no construction of any Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement may commence until the Architectural Committee has approved the elevation drawings and all Improvements must be constructed pursuant to such approved drawings. The

Architectural Committee reserves the right to reject plans that in the judgment of the Architectural Committee lack integrity and balance. Without limiting the general reservation of powers set forth in the immediately previous sentences, the following guidelines, which are subject to change by the Architectural Committee, are designed to help provide guidance on appropriate design features for elevation plans and any waiver or exception must be in writing signed by the Architectural Committee:

- A. Hardboard or cement fiber siding is required. Vinyl siding is prohibited.
- B. Sixteen-inch (16") eaves and twelve-inch (12") gables are required.
- C. Boxed or returned soffits are required.
- D. Windows, at siding locations, must have relief or trim materials to give definition.
- E. No vinyl or metal siding except soffit and fascia boards.
- F. Minimum of 36" stucco, brick, stone or other masonry accents are required on front elevation, or as otherwise approved by the Architectural Committee.
- G. No split entry homes will be approved.

4.1.7 Driveways/Sidewalks. All access driveways and sidewalks shall have concrete or other hard surface along its full width as approved by the Architectural Committee and shall be graded to assure proper drainage. Asphalt driveways will not be allowed. Driveways shall have a maximum width compliant with and as approved pursuant to ACHD driveway approach permit and shall continue until connecting to the garage floor.

4.1.8 Mailboxes. Owner shall supply and install black metal mailbox posts. The location and type of post shall be submitted to and approved by the Grantor or the Architectural Committee prior to installation. On all Building Lots where the adjoining Building Lot has a common utility (garage side) property line the mailbox posts shall be installed at the shared property line, and shall be a paired post capable of accepting two (2) mailboxes. The responsibility for the installation of the post shall be borne by the first Building Lot to obtain a building permit. All mailboxes shall be supplied and installed on the posts by Owner, shall be black and of standard single resident size and shape. Architectural Committee approval shall be obtained prior to installation. Ornamental or oversized

mailboxes shall not be permitted. All replacement mailboxes and stands will be of consistent design, material, and coloration as required in 4.1.8 and shall be located as originally placed on adjoining Building Lot lines at places designated by Grantor or the Architectural Committee. Declarant, the Association and/or the US Postal Service may require mailbox locations to be grouped.

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

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

4.2 Antennae and Satellite Dishes. Exterior radio antenna, television antenna, other antenna and satellite dishes of the type that are governed by 47 C.F.R. Section 1.4000, as amended from time to time, are permitted to be installed on the property without Architectural Committee approval if so required under the aforementioned regulation. No other types of antenna or satellite dish shall be erected or maintained on the property unless it is approved by the Architectural Committee and located or screened in a manner acceptable to the Architectural Committee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice by such Owner.

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

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

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

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

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

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

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

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

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

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

Architectural Committee. This Section shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

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

4.20 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property. This Section does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets, which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in the Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the Building Lot of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner or the Owner of the Building Lot in which such animal is being kept. No dog or cat shall be allowed in any Waterway. The construction of dog runs or other pet enclosures shall be subject to Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and twenty-five (25) feet from the rear Building Lot line, shall not be placed in any front yard of a Building Lot, shall be screened from view so as not to be visible from the Common Area or an adjacent Building Lot, and must be approved by the Architectural Committee.

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

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

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

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

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

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

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

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

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

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

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

4.24 Exemption of Grantor and for Common Area. Notwithstanding all other provisions in this Declaration, the Articles, Bylaws or any other documents, Grantor is and shall at all times be exempt from governance by the Association and/or Architectural

Committee, as well as exempt from any and all obligations, restrictions and/or requirements set for in this Article IV as it relates to any Improvements constructed on the Property, including but not limited to Improvements on the Common Areas. In addition, the Association shall at all times be, exempt from the obligations and restrictions set forth in this Article IV of the Declaration and from the governance and control of the Architectural Committee as it relates to Improvements constructed on the Property, provided the same has been approved by Grantor, so long as Grantor owns any Building Lot. Additionally, Grantor shall not be obligated to comply with any Association Rules. Without limiting the generality of the preceding sentences in this Section, so long as Grantor owns any Building Lot, nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area and Building Lots that it owns, to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures, signage and displays as may be reasonably necessary for the conduct of Grantor's business of completing development of the Property and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model homes or home complexes or real estate sales or leasing offices for lots and homes within or outside the Subdivision. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property owned by Grantor. All of the rights of Grantor, including, without limitation, those set forth in this Section may be assigned by Grantor as set forth in this Declaration.

ARTICLE V: SILVER TRAIL SUBDIVISION HOMEOWNERS ASSOCIATION

5.1 Organization of the Silver Trail Subdivision Homeowners Association.

The Association shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Subdivision, including but not limited to amendments, changes or interpretations which would amend, alter or limit the rights of Grantor, unless Grantor agrees to such changes in writing. Conflicting terms between any of these three documents shall be

resolved with the following priority: CC&Rs shall prevail over the Articles and the Bylaws and the Articles shall prevail over the Bylaws.

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

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots, which they own, or, in the case of Grantor, attributable to the Building Lots owned by Grantor. Member voting procedures shall be performed in accordance with the terms of this Declaration, the Association's Bylaws, Articles and other properly adopted organizational documents. On any issue that comes to a vote of the Members, each Owner shall be entitled to vote a number of votes that correlates to the number of Building Lots owned by such Member as described in more detail below. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below:

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

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

Building Lots, Building Lots added through an Annexed Tract, or the subdivision of any Building Lots owned by Grantor, or otherwise.

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 in writing a revocable proxy, or may assign such Owners right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein. Neither the Grantor nor the Association shall be responsible or liable for any dispute, or damages related thereto, based on a disagreement as to who has the voting rights associated with a particular Building Lot and shall be able to rely on the claim by any lessee, mortgagee, contract purchaser or beneficiary of their right to vote. The Association shall have the right to suspend the voting rights of an Owner, except Grantor, for any period during which any Assessment or charge against such Owner's or such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules.

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

5.5 Power and Duties of the Association.

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

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

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

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

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

5.5.1.5 Emergency Powers. The power, exercisable by the Association or by any person authorized by it, to enter upon any portion of the Property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property

or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association unless the conditions of such emergency were caused by such Owner.

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

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

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

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

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

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agents, if

any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of the Common Area.

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

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

5.5.2.1.2 Maintain any items as required by the Plat Conditions;

5.5.2.1.3 Maintain the development’s Common Area landscaping and open spaces, including temporary irrigation and furnishings located in all public rights-of-way;

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

5.5.2.1.5 Maintain the property and all items related thereto as required by the Stormwater Plan, including but not limited to the property described in Exhibit “C” and incorporated herein by reference.

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

5.5.2.1.7 Maintain the landscaping and irrigation over the north 735.72 feet and south 209.32 feet of Lot 1, Block 4 of Applewood Subdivision No. 1, recorded in Bk 100 Page 12941, records of Ada County (“Applewood”), as well as any other items Grantor elects to have included as Association responsibilities arising out of Annexation (described hereinafter) or over Lot 1, Block 2; Lot 13, Block 3; Lot 1, Block 4; and Lot 11, Block 4 in Applewood; and

5.5.2.8 Maintain any utility lines which serve the Property, and

5.5.2.1.9 Should it elect to do so, repair and replacement of property damaged or destroyed by casualty loss.

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

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

5.5.2.3 Reserved.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area or against the Subdivision, the Association, and/or any other property owned by the Association. Such taxes and assessments may be contested or compromised by the Association, provided, however, that such taxes and assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and assessments. In addition, the Association shall pay all other federal, state, or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area, and manage for the benefit of the Subdivision all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise. The Association shall maintain, repair, and operate any sewer lift stations located on the Property and shall comply with all of the terms and conditions of the Stormwater Plan. All responsibility for payment of fees related to the provision of utilities, and other similar fees, including, without limitation,

impact fees, sewer treatment connection fees, sewer interceptor fees, water connection fees, pressure irrigation connection fees, and related inspections fees, shall belong to the Owner of each Building Lot at the time a building permit is acquired to commence construction on any Improvements on such Building Lot. In the event the Grantor or Association has paid any such fees, the Association or Grantor, whichever is applicable, shall be entitled to reimbursement of the same and such reimbursement shall be a Limited Assessment.

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

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

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be a minimum of the following:

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

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

5.5.2.6.4 Such other insurance, including motor vehicle insurance and Workmen's Compensation Insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity, and other bonds as the Board shall deem necessary or required to carry out the Association functions

or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

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

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

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

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

5.5.2.11 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration. Notwithstanding the foregoing, during all times Grantor is a Class B Member, Grantor shall have the right to appoint all members of the Architectural Committee.

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

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

5.6 Personal Liability. No member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if

any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of such person, the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any Owner, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct, and the Association shall indemnify, defend, hold harmless, and exculpate all such persons from any and all claims arising out of their role as described above, except to the extent they act in bad faith or conduct willful misconduct.

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

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

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

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

ARTICLE VI: RIGHTS TO COMMON AREAS

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

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

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

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

6.1.4 The right of the Association to protect wildlife habitat.

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

6.2 Designation of Common Area. Grantor shall specifically designate and reserve the Common Area in the Declaration, Supplemental Declarations, and/or recorded Plats. By accepting a deed to a Building Lot, each Owner agrees that such Owner is waiving all right to assert a common law dedication by Grantor or the Association of any Common Area.

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

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

ARTICLE VII: ASSESSMENTS

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

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

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

7.2 Regular Assessments. All Owners are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to repay all unpaid Grantor Loans and to pay for all costs and expenses incurred by the Association and that the Association expects to incur, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

7.2.2 Computation of Regular Assessments. The Board shall compute the anticipated amount of its Expenses on an annual basis as set forth in this paragraph (the "Anticipated Expenses"). The Regular Assessment for a given

fiscal year shall be based on the Anticipated Expenses. The Board shall compute the initial amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in the Subdivision for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) or more than sixty (60) days before the beginning of each fiscal year of the Association, provided, however, in the event that for any reason the Board fails to make such a computation, the Owners shall not be relieved of the obligation to pay the Regular Assessments and until such computation is made, the Owners shall continue to pay an amount of Regular Assessments consistent with the previous fiscal year. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount, which fairly reflects the fact that such period was less than one (1) year.

7.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner, except Grantor, for any given fiscal year shall be computed as follows:

7.2.3.1 An initial assessment set up fee of \$250.00 shall be paid to the Association at the closing of the acquisition by any Owner, aside from the Grantor, of a Building Lot. This fee shall (i) be paid by the purchaser, (ii) only apply to the initial sale from Grantor to a non-Grantor Owner, (iii) be in addition to and not a credit towards the Regular Assessments owed by an Owner. On all subsequent transfers of Building Lots, at the closing of the acquisition, the purchaser shall pay to the Association a transfer fee of \$50.00.

7.2.3.2 As to the Association's Regular Assessment, initially, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total Anticipated Expenses by 1.5 and then multiplying that total by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots not owned by Grantor that are part of the Property at the time such calculation is made. Regular Assessments shall be calculated in this manner until such time as all Grantor Loans have been repaid in full and, thereafter, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total Anticipated Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots not owned by Grantor that are part of the Property at the time such calculation is made. As of the date of this

Declaration the estimated initial amount of the regular assessment is \$240.00 per year, per Building Lot.

7.2.3.3 Notwithstanding anything in this Declaration to the contrary, Grantor is not obligated to pay any Regular, Special or Limited Assessment on any Building Lot that it owns.

7.3 Special Assessments.

7.3.1 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the Owners and the Building Lots, pursuant to the terms of this Article VII and which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the Anticipated Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

7.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments.

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against any individual Member or multiple members (i) as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot or restricted Common Area into compliance with the provisions of this Declaration, the Articles, Bylaws, Association Rules and any other governing instruments of the Subdivision, (ii) to collect other amounts owed by an Owner to the Association, and (iii) otherwise reimburse the Association for expenses incurred as a result of such Member's acts and omissions.

7.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

7.6 Assessment Period. Unless otherwise provided in this Declaration or otherwise determined by the Board, the Assessment period shall commence on January 1st of each year and terminate December 31st of such year. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable by the Owner of a Building Lot at the closing of the Owner's acquisition of such Building Lot.

7.7 Notice and Assessment Due Date. Ten (10) days' prior written notice of any change in the amount or due date of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for the semi-annual payment of Regular Assessments and Special Assessments shall be the first day of January and the first day of July, unless some other due date is established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the due date thereof. All Limited Assessments shall be delinquent if not paid within ten (10) days after notice of such Limited Assessment is provided to Owner. There shall accrue with each delinquent payment a late charge equal to ten percent (10%) of the delinquent charge and installment. In addition, each payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot, or Building Lots if Owner owns more than one, as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorney's fees, and no Owner may exempt themselves from such liability by a waiver of the use and enjoyment of the Common Areas, by lease or abandonment of such Owner's Building Lot, or by virtue of the fact that their voting and/or Common Area use rights have been restricted pursuant to the terms of this Declaration.

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates, within the preceding twelve (12) month period that any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such certificate may not extend to any default of which the signor of such certificate had no actual knowledge.

ARTICLE VIII: ENFORCEMENT OF ASSESSMENT; LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner, upon becoming an Owner of a Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by any and all means available to it in law and in equity, including, without limitation, commencement and maintenance of a legal action, or exercise of the power of foreclosure and sale pursuant to Section 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

8.2 Assessment Liens.

8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lot upon recordation of a claim of lien with the County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for tax liens for real property taxes on any Building Lot and assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Assessment issued hereunder, the Association may cause to be recorded in the office of the County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such claim of lien), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Upon payment to the Association of all delinquent sums and charges in any given claim of lien or other satisfaction thereof, the Association shall cause to be recorded a

notice stating the satisfaction of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such notice before recording the same.

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho, as trustee for the purpose of conducting such power of sale or foreclosure.

8.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such claim of lien, and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the office of the County Recorder.

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in Section 8.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

8.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the beneficiary under any deed of trust, or a mortgagee under a mortgage, upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust or mortgage such Building Lot shall remain subject to this Declaration as amended.

ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

9.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and any committees of the Association

shall be made available at the office of the Association or at such other place as the Board of such Association shall prescribe, for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, upon reasonable notice, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

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

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

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

9.2.3 Payment by the requesting Member of the cost of reproducing copies of documents requested pursuant to this Article.

9.3 Director's Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents at the Association's expense.

ARTICLE X: ARCHITECTURAL COMMITTEE

10.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on an architectural control committee (the "Architectural Committee"). Each member of the Architectural Committee shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner or Member of the Association. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

10.2 Rights of Appointment. After the initial appointment by Grantor as set forth in Section 10.1, the Grantor shall have the exclusive right, at any time, and from time to time, to appoint and remove all members of the Architectural Committee at all times Grantor is a Class B Member. At all other the times the board shall have such powers of appointment and renewal. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, the Board may appoint a member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including, without limitation, the inspection of construction in progress to assure its conformance with plans and specifications approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions or other Improvements contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes thereto as it deems appropriate, and/or upon the agreement of the Owner to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and other documentation submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, at the discretion of the Architectural Committee, fees may be reduced for such application approvals.

Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, and fences and other structures such as animal enclosures as well as special architectural

guidelines applicable to Building Lots located adjacent to public open space, private open space or other Common Area.

10.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within forty-five (45) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article X shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within forty-five (45) days after the date of filing said materials with the Architectural Committee.

10.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to Section 10.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

10.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent. Similarly, the disapproval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to grant approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.

10.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

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

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

10.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the plans, specifications and other documents submitted to and approved by the Architectural Committee, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance issues and the Owner shall be required to remedy the same.

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon receipt of such notice, the Board shall call a Special Meeting, as provided in the Bylaws, at which it shall authorize the Architectural Committee members and the applicable Owner to be heard. Based on such special meeting, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

10.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance with sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

10.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor any duly authorized Architectural Committee representative, shall be liable to the Association, any Owner, Grantor, or any other individual or entity, for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee and the Association shall indemnify, defend, hold harmless, and exculpate all such persons from any and all claims arising out of their role as described above, except to the extent they act in bad faith or conduct willful misconduct. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes, laws or regulations.

10.9 Variances. With respect to the approval and construction of Improvements, the Architectural Committee may authorize variances from provisions of this Declaration and any other rules and guidelines created by the Architectural Committee, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. However, no variances will be granted allowing for construction of structures or Improvements by Owners in the Common Areas. All authorized variances must be evidenced in writing and must be signed by at least two (2) members of the Architectural Committee. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE XI: ANNEXATION OF ADDITIONAL PROPERTIES

11.1 By Grantor. Should Grantor own any property that is contiguous or non-contiguous to the Property and, in Grantor's sole discretion, Grantor deems it desirable to annex some or all of such properties into the Subdivision (an "Annexed Tract"), such property may be annexed into the Subdivision and brought within the provisions of this Declaration as provided herein by Grantor at any time, and from time to time, without the

approval of any Owner or the Association. The use and development of an Annexed Tract shall conform to all applicable land use regulations as such regulations are modified by variances.

11.2 Rights and Obligations of Owners of an Annexed Tract. Subject to the provisions hereof, upon the recording of a Supplemental Declaration as to any Annexed Tract, all provisions contained in the Declaration shall apply to the Annexed Tract in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions as are specifically provided in such Supplemental Declaration, as determined by Grantor in its sole and absolute discretion, such Annexed Tract shall be treated for all purposes as part of the Property as defined above. Without limiting the generality of the immediately preceding sentence, if an Annexed Tract becomes part of the Property, all Building Lots in the Annexed Tract shall be included for the purposes of the calculation set forth in Section 5.3.2 of this Declaration and such calculation shall be redone based on the inclusion of such Building Lots and Class B membership reinstated based on such recalculation. The Owners of lots located any Annexed Tract shall become members of the Association and shall become liable for their appropriate share of Assessments. Title to the Common Areas which are to be owned and managed by the Association within any Annexed Tract shall be conveyed to the Association, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Declaration or any Supplemental Declaration applicable to such Annexed Tracts.

11.3 Method of Annexation. The addition of an Annexed Tract to the Property authorized under sections 11.1 and 11.2 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the Annexed Tract, which shall be executed by Grantor or the owner of the Annexed Tract, and which shall cause the annexation of the Annexed Tract into the Subdivision. Thereupon each Annexed Tract shall be part of the Property, shall be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and shall be subject to the functions, powers, and jurisdiction of the Association, or, at the election of the Grantor, of a new Association established for the area encompassing the Annexed Tract. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions as may be deemed by Grantor or the owner of the Annexed Tract desirable to reflect the different character, if any, of the Annexed Tract, or as Grantor or such owner may deem appropriate in the development of the Annexed Tract. If any Annexed Tract is created, the Association shall have the authority to levy Assessments against the Owners located within such Annexed Tract, and the Association shall have the duty to maintain additional Common Area located within the Annexed Tract if so specified in any Supplemental Declaration.

11.4 De-annexation. Grantor may delete all or a portion of the Property, including, without limitation, previously Annexed Tracts, from the Property and from

coverage of this Declaration and the jurisdiction of the Association so long as Grantor is the owner of all such de-annexed Property and provided that a Supplemental Declaration of Deletion of Property is recorded in the office of the County Recorder. Members other than Grantor as described above shall not be entitled to de-annex all or any portion of the Property.

ARTICLE XII: EASEMENTS

12.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 12.1

12.2 Easements of Access. All Owners of Building Lots will have a perpetual easement for access, ingress and egress over the Common Area which is dedicated to access, including but not limited to the private streets, cul-de-sacs and walkways; provided, however, this shall not be a limitation of the Association's right to restrict or suspend use of other portions of the Common Area pursuant to the terms of this Declaration. These easements shall run with the land. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

12.3 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any Improvement including, without limitation, fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements

and rights-of-way over any portion of the Property until close of escrow for the sale of the last Building Lot in the property to a purchaser. The Owners are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of the Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner whose Improvements were so damaged.

12.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners with respect to utilities shall be governed by the following:

12.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

12.4.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service to such Owner's Building Lot.

12.5 Driveway Easements. Whenever a driveway is installed within the Property that in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served, or a driveway is installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway shall be entitled to full use and enjoyment of the Building Lot upon which the driveway is installed as is required to service such Owner's Building Lot or to repair, replace, or maintain such driveway.

12.6 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or driveways, or with respect to the sharing of the cost therefore, upon written request of one of such Owners

addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved, which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

12.7 General Easement for Corrective Action. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of performing any and all corrective and other action that it is entitled to take pursuant to the terms of this Declaration and any rules or regulations adopted by the Board or the Architectural Committee.

12.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the save line and shall be consistent with all building codes and all Architectural Committee approval requirements.

12.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall legitimately constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within five (5) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed five (5) feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

12.10 Waterway Easements. Grantor hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Grantor or the Association on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right for Grantor and for the Association, to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

12.11 Reserved.

12.12 Specific Easements Designated in Plat. Notwithstanding any provisions heretofore, the Grantor reserves, for the benefit of the Association, the specific easements for utility, drainage, irrigation and access as set forth on the recorded Plat for the Subdivision.

ARTICLE XIII: MISCELLANEOUS

13.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run until December 31, 2044, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the County Recorder. If the consent of any governmental entity is required prior to dissolution of the Association, then the Association may not dissolve without first obtaining such consent.

13.2 Amendment.

13.2.1 By Grantor. Until the recordation of the first deed conveying a Building Lot to a party other than Grantor, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination, provided, however, the effect of such amendment shall be subject to the limitation set forth in Section 13.3. Any amendment affecting a particular Annexed Tract may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed conveying a Building Lot in such Annexed Tract to a party other than Grantor or the owner of such Annexed Tract.

13.2.2 By Owners. Except where a greater percentage is expressly required in this Declaration, the provisions of this Declaration, other than this Article XIII, may be amended only by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association. Any such amendment must be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved as set forth above and such amendment shall be effective upon its recordation with the County Recorder. Any amendment to this Article XIII shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association and must meet the requirements in the immediately preceding sentence to be effective.

13.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Building Lot that existed prior to the said amendment.

13.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust, or the mortgagee on a first mortgage, upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust or mortgage, such Building Lots shall remain subject to this Declaration, as amended.

13.4 Notices. Except as otherwise specifically set forth in this Declaration or in the Bylaws, any notices permitted or required to be delivered as provided in this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to such person at the address appearing on the Association's records. Such address may be changed from time to time by notice in writing to the Association's registered agent and to the Association's Secretary, as provided in this Section 13.4.

13.5 Enforcement and Non-Waiver.

13.5.1 Right of Enforcement. Except as otherwise provided herein; any Owner of any Building Lot shall have the right to enforce any or all of the provisions of this Declaration.

13.5.2 Violations and Nuisances. The failure of any Owner to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action by the Grantor, the Association or any Owner within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, notwithstanding all other provisions in the Declaration to the contrary, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof and only if such self-help is preceded by notice to the Owner pursuant to the terms of this Declaration, and if notice is not addressed in a particular case, reasonable notice.

13.5.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use

of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

13.5.4 Remedies Cumulative. Each remedy provided in this Declaration is cumulative and not exclusive.

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

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

13.6.1 Restrictions Construed Together. All of the provisions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

13.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 13.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision of the Declaration.

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

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

13.7 Successors and Assigns. Except with respect to the terms of Section 3.14 of this Declaration providing specific requirements for ARCHITECTURAL assignment of the Grantor's rights, all references herein to Grantor, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners, Association, or person.

13.8 Mediation. Prior to the commencement of any legal or equitable proceedings with respect to the terms and provisions of this Declaration, the Articles, Bylaws or any decision by the Architectural Committee, the parties involved in the dispute are required to participate in a mediation to attempt resolution of the disputed matter, provided, however, this right to mediation shall not apply to disputes related to any Assessments. Unless the parties mutually agree otherwise, the mediation shall be non-binding, shall be held County, Idaho, and shall be performed in accordance with the then existing Idaho rule of civil procedure governing mediation (currently I.R.C.P. 16(k)). If Grantor is a party to the dispute, regardless of the identity of the opposing party, Grantor shall be entitled to payment by the opposing party of Grantor's fees and costs incurred prior to and as part of the required mediation. If the Association is a party to the dispute, so long as Grantor is not the opposing party (in which case the immediately preceding sentence shall apply), the Association shall be entitled to payment by the opposing party of the Association's fees and costs incurred prior to and as part of the required mediation. After unsuccessful, good faith, efforts to resolve claims and disputes by mediation, the parties shall have all rights and remedies otherwise available to them in law or equity.

[Signature Page Follows]

Exhibit A

The Property

Rev. 2/22/2015

SUBDIVISION - PAGE 48 OF 86

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FINAL PLAT SHOWING SILVER TRAIL SUBDIVISION - PHASE I

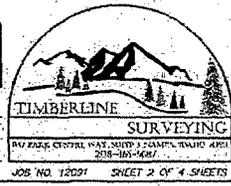
A RESUBDIVISION OF A PORTION OF LOT 53, BLOCK 1 OF DANSKIN RIDGE SUBDIVISION NO. 5,
LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11,
TOWNSHIP 2 NORTH, RANGE 1 WEST, B.M.,
CITY OF KUNA, ADA COUNTY, IDAHO
2015

BOOK 186 PAGE 102

Curve Table						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C1	5.50'	175.00'	1°46'01"	2.75'	5.50'	N75°14'47"W
C2	68.35'	175.00'	22°42'23"	35.17'	68.35'	N78°02'00"W
C3	3.62'	175.00'	1°11'04"	1.81'	3.62'	N88°47'49"W
C4	25.13'	175.00'	8°10'38"	12.56'	25.13'	N84°05'28"W
C5	40.61'	175.00'	13°17'41"	20.30'	40.61'	N73°19'48"W
C6	15.83'	20.00'	45°29'50"	8.38'	16.42'	S89°21'22"E
C7	0.70'	60.00'	0°40'30"	0.35'	0.70'	S68°18'16"W
C8	51.57'	60.00'	49°14'55"	27.50'	60.00'	N88°54'19"W
C9	51.57'	60.00'	49°14'55"	27.50'	60.00'	S07°20'23"E
C10	37.63'	60.00'	30°07'32"	19.57'	37.63'	N57°11'51"E
C11	141.05'	60.00'	135°17'25"	145.99'	110.00'	S44°23'05"W
C12	19.83'	20.00'	45°20'50"	8.38'	15.42'	S07°35'13"W
C13	12.38'	175.00'	4°03'39"	6.19'	12.37'	S20°03'38"E
C14	37.25'	175.00'	18°44'30"	20.00'	37.00'	S01°33'45"E
C15	68.23'	175.00'	22°47'40"	35.28'	68.17'	N10°41'19"W
C16	238.28'	150.00'	90°09'35"	150.25'	212.31'	N44°20'24"W
C17	186.56'	125.00'	90°09'35"	125.27'	176.00'	N44°20'24"W
C18	47.30'	125.00'	21°42'48"	23.98'	47.00'	N78°31'52"W
C19	62.08'	125.00'	42°34'28"	43.70'	60.70'	N46°23'10"W
C20	58.31'	125.00'	25°48'31"	28.64'	55.83'	N12°11'43"W
C21	113.22'	75.00'	60°28'23"	70.54'	102.77'	N43°57'18"E
C22	77.14'	75.00'	58°53'38"	42.57'	73.70'	N50°10'23"E
C23	35.08'	75.00'	27°33'51"	18.40'	30.73'	N20°20'07"E
C24	41.62'	550.00'	4°08'03"	22.22'	44.81'	S84°52'30"W
C25	60.02'	550.00'	6°15'11"	30.04'	60.89'	S78°23'34"W
C26	60.02'	550.00'	6°15'09"	30.04'	60.89'	S73°10'25"W
C27	82.64'	550.00'	8°41'02"	40.32'	80.61'	S68°23'45"W
C28	225.50'	550.00'	23°29'14"	114.25'	223.22'	S75°27'50"W
C29	212.90'	550.00'	23°14'27"	107.00'	211.22'	S75°24'44"W
C30	260.60'	550.00'	22°56'50"	101.70'	198.32'	S70°42'14"W
C31	74.52'	550.00'	6°32'35"	37.25'	74.48'	S64°28'42"W

Curve Table						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C32	14.00'	500.00'	1°28'10"	7.00'	14.00'	S73°23'07"W
C33	68.04'	500.00'	7°47'50"	34.02'	67.90'	S70°18'11"W
C34	44.05'	500.00'	5°02'37"	22.03'	44.05'	S84°40'34"W
C35	24.67'	125.00'	11°18'20"	12.34'	24.03'	N81°32'48"E
C36	35.48'	125.00'	25°25'47"	20.00'	35.03'	N83°10'40"E
C37	55.47'	125.00'	25°25'37"	28.20'	55.02'	N37°44'07"E
C38	53.07'	125.00'	24°19'35"	28.94'	52.87'	N12°52'21"E
C39	130.70'	125.00'	86°20'20"	117.57'	171.23'	N43°57'18"E
C40	150.58'	100.00'	89°29'29"	94.08'	137.03'	N43°57'18"E
C41	3.82'	175.00'	1°11'30"	1.91'	3.82'	N21°24'11"W
C42	20.01'	175.00'	5°33'07"	10.00'	20.00'	N35°28'18"W
C43	100.83'	175.00'	35°37'54"	54.24'	107.00'	N58°31'49"W
C44	132.40'	175.00'	43°22'08"	66.39'	129.32'	N57°39'42"W
C45	32.24'	200.00'	9°19'59"	16.33'	32.34'	N31°28'39"W
C46	125.00'	200.00'	30°50'10"	64.57'	123.00'	N50°13'42"W
C47	157.87'	200.00'	43°10'00"	83.19'	153.02'	N33°33'43"W
C48	98.34'	225.00'	25°02'31"	48.97'	97.50'	N63°37'32"W
C49	53.15'	225.00'	12°42'43"	25.18'	50.00'	N69°46'01"W
C50	48.23'	225.00'	12°18'58"	24.21'	48.14'	N57°14'45"W
C51	35.52'	125.00'	16°11'13"	17.76'	35.20'	S84°32'25"W
C52	27.38'	200.00'	7°27'47"	13.33'	25.30'	N33°24'08"E
C53	27.38'	55.00'	29°26'43"	13.94'	27.00'	S6°23'37"W
C54	60.90'	55.00'	84°41'57"	58.71'	60.81'	S05°57'07"W
C55	55.23'	55.00'	87°57'05"	37.00'	51.47'	N28°42'32"W
C56	34.80'	55.00'	30°02'31"	17.90'	34.04'	N33°17'20"E
C57	50.08'	55.00'	31°19'11"	15.42'	28.08'	N56°50'27"E
C58	248.11'	55.00'	258°27'47"	67.30'	252.21'	N30°35'52"W
C59	20.25'	75.00'	15°27'58"	10.18'	20.18'	S65°54'03"W
C60	0.04'	75.00'	0°43'16"	0.47'	0.04'	S38°48'30"W
C61	21.18'	75.00'	16°11'13"	10.57'	21.12'	S64°22'25"W
C62	28.25'	100.00'	16°11'13"	14.22'	28.10'	S64°32'25"W

Line Table	
Line #	Direction
L1	29.22' N43°30'41"E
L2	14.13' N45°30'41"E
L3	14.14' N45°30'41"E
L4	5.87' N44°23'10"W
L5	31.50' N44°23'18"W
L6	31.50' S45°30'41"W
L7	7.25' N45°30'41"E
L8	12.75' S44°23'10"E
L9	15.54' S44°23'10"E
L10	28.27' S44°23'10"E
L11	23.01' S12°44'05"W
L12	31.73' N86°02'19"W
L13	30.00' N17°21'58"W



JOB NO. 12091 SHEET 2 OF 4 SHEETS

BOOK 106, PAGE 1503B

FINAL PLAT SHOWING SILVER TRAIL SUBDIVISION - PHASE 1

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT DB DEVELOPMENT L.L.C., A DELAWARE LIMITED LIABILITY COMPANY (WHO AS ACQUIRED TITLE ERRONEOUSLY AS AN IDAHO LIMITED LIABILITY COMPANY), IS THE OWNER OF A REAL PARCEL OF LAND HEREIN AFTER DESCRIBED AND THAT IT IS THEIR INTENTION TO INCLUDE SAID PROPERTY IN THIS SUBDIVISION PLAT.

A REMOSSION OF A PORTION OF LOT 53, BLOCK 1 OF DANSON RIDGE SUBDIVISION NO. 6, LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING FURTHER DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, DERIVED FROM FOUND MONUMENTS AND TAKEN AS SOUTH 00°35'21" WEST WITH THE DISTANCE BETWEEN MONUMENTS FOUND TO BE 267.95 FEET.

BEING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN ALSO BEING THE NORTHEAST CORNER OF LOT 53, BLOCK 1 OF DANSON RIDGE SUBDIVISION NO. 6, FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 11 BEARS NORTH 00°22'31" WEST A DISTANCE OF 1,177.54 FEET.
THENCE ALONG THE EAST LINE OF SAID LOT 53, SOUTH 00°42'34" WEST A DISTANCE OF 714.29 FEET TO THE NORTHEAST CORNER OF APPLEWOOD SUBDIVISION NO. 1.

THENCE ALONG THE BOUNDARY OF APPLEWOOD SUBDIVISION NO. 1 THE FOLLOWING EIGHT (8) COURSES:
NORTH 39°22'19" WEST A DISTANCE OF 241.92 FEET;
SOUTH 81°52'33" WEST A DISTANCE OF 74.77 FEET;
SOUTH 71°08'53" WEST A DISTANCE OF 78.58 FEET;
NORTH 35°58'30" WEST A DISTANCE OF 100.24 FEET;
NORTH 31°01'20" WEST A DISTANCE OF 80.19 FEET;
NORTH 75°21'47" WEST A DISTANCE OF 25.36 FEET;
NORTH 50°58'58" WEST A DISTANCE OF 68.64 FEET;
SOUTH 59°01'22" WEST A DISTANCE OF 163.15 FEET;
THENCE LEAVING SAID BOUNDARY LINE NORTH 50°00'33" WEST A DISTANCE OF 151.69 FEET;
THENCE SOUTH 12°02'17" EAST A DISTANCE OF 190.06 FEET;
THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 01°48'01" AN ARC LENGTH OF 5.50 FEET WITH A CHORD BEARING ON NORTH 75°14'40" WEST, AND A CHORD DISTANCE OF 6.50 FEET;
THENCE NORTH 13°11'45" EAST A DISTANCE OF 54.80 FEET;
THENCE NORTH 07°37'08" EAST A DISTANCE OF 164.76 FEET;
THENCE NORTH 06°30'39" EAST A DISTANCE OF 150.00 FEET;
THENCE SOUTH 86°19'10" EAST A DISTANCE OF 21.24 FEET;
THENCE NORTH 00°34'38" EAST A DISTANCE OF 122.30 FEET TO THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 AND SAID LOT 53.
THENCE ALONG SAID NORTH LINE, SOUTH 39°23'21" EAST A DISTANCE OF 283.33 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 442,771 SQUARE FEET OR 11.08 ACRES, MORE OR LESS.

THE IDAHO SECRETARY OF STATE CORPORATION FILE NUMBER IS W119967. THE CERTIFICATE IS CORRECT AS SUBMITTED; THE ONLY ISSUE IS THE DEED BY WHICH THEY ACQUIRED TITLE. IT WOULD SEEM THAT THIS COMPANY MISSED THIS.
THE PUBLIC STREETS AS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC.

ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO AND USE OF PUBLIC UTILITY AND DRAINAGE EASEMENTS REQUIRED TO SERVICE ALL LOTS AND PARCELS WITHIN THIS PLAT ARE PERPETUALLY RESERVED.
ALL LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF PRIMA, AND SAID CITY HAS AGREED IN WRITING TO SERVE ALL LOTS IN THIS SUBDIVISION.

IN WITNESS WHEREOF, WE HAVE HERE UNTO SET OUR HANDS THIS 22 DAY OF Dec., 2014

Justin Blackstock
JUSTIN BLACKSTOCK
MEMBER OF DB DEVELOPMENT L.L.C.

CERTIFICATE:

I, PETER J. WILSON, a Notary Public for the State of Idaho, do hereby certify that I am a Notary Public and that I am duly qualified to perform the duties of my office. I am a Notary Public for the State of Idaho and I am duly qualified to perform the duties of my office. I am a Notary Public for the State of Idaho and I am duly qualified to perform the duties of my office.

RUSSELL E. BRIDLEY
PLK 12455

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF Ada)

ON THE 22 DAY OF December 14, 2014, before me, Peter J. Wilson, a Notary Public, personally appeared JUSTIN BLACKSTOCK known or identified to me to be Managing Member of DB DEVELOPMENT L.L.C., the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

Peter J. Wilson
NOTARY PUBLIC FOR IDAHO
MY COMMISSION EXPIRES 12/31/15



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SURVEYING



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FINAL PLAT SHOWING SILVER TRAIL SUBDIVISION - PHASE 1

BOOK 185 PAGE 1356

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was prepared and approved by the Board of Ada County Highway District Commissioners on the 12th day of DECEMBER, 2014.

John Adams  10/15/14

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 25th day of NOV, 2014. This plat was duly accepted and approved.

Franklin D. Johnson  11/25/14

APPROVAL OF CITY ENGINEER

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

David A. Schaefer 11-25-2014

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 20, Chapter 13 have been satisfied according to the letter to be read on the with the County Recorder of the same being the conditions of approval. Sanitary conditions may be re-inspected, in accordance with Section 20-132, Idaho Code, by the issuance of a certificate of compliance.

William H. R. Davis  7/17/14

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Ada, State of Idaho, do hereby certify that any and all amount another subsequent county property taxes for the property included in the proposed subdivision have been paid in full. This certification is valid for the next forty (40) days.

Nicky McIntyre 1/23/15
Signed by Deputy Jennifer Ra



CERTIFICATE OF COUNTY SURVEYOR

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

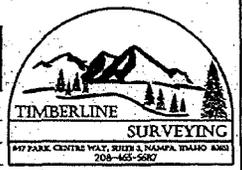
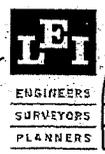
James D. Hartley  1-23-2015
PLS 5357

COUNTY RECORDERS CERTIFICATE

State of Idaho yes
County of Ada yes

I hereby certify that this instrument was filed for record at the request of Justin Packer 25 minutes past 3 o'clock PM, on the 25 day of JAN 2015.
Book 185 of Plats and Pages 1356 through 1357.
Instrument No. 2015-00055-2

Christopher D. Deitz Feb 21, 15
Deputy Christopher D. Deitz
County Recorder



JOB NO. 12091 SHEET 4 OF 4 SHEETS

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SILVER TRAIL
SUBDIVISION - PAGE 51 OF 86**

Rev. 2/2/2015

42908.0012.7046095.1

Exhibit B

Stormwater Plan

SILVER TRAIL #1 SUBDIVISION

Ada County, Idaho

RECOMMENDED MINIMUM STORMWATER SYSTEM OPERATIONS & MAINTENANCE (O&M) PROCEDURES

Prepared For:
DB Development, LLC
Boise, ID



Prepared By:



ENGINEERS

SURVEYORS

PLANNERS

3023 Copper Point Dr. # 201
Meridian, Idaho 83642

Date:
July 7, 2014

SILVER TRAIL #1 SUBDIVISION

Ada County, Idaho

RECOMMENDED MINIMUM STORMWATER SYSTEM OPERATIONS & MAINTENANCE (O&M) PROCEDURES

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SILVER TRAIL
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Silver Trail #1 Subdivision O&M Procedures

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Tab 1: Attachments - Operation & Maintenance Guide

- Inspection Cover Sheet
- Maintenance Report Form
- OM-1 Minimizing Directly Connected Impervious Areas
- OM-2 Infiltration
- OM-7 Oil/Water Separators
- OM-9 Catch Basins
- OM-10 Pipes

Tab 2: 11"x17" Applicable Construction Plans

Tab 3: 11"x17" Copy of Final Plat

Recommended Minimum Storm Water System Operation & Maintenance (O&M) Procedures

Silver Trail #1 Subdivision City of Kuna, ID

-The Operation and Maintenance Manual must remain on site at all times-

Safety Information:

It is the sole responsibility of the inspector to perform inspections in a safe manner. If the inspector feels that in any way he or she does not have the required knowledge, mental and/or physical ability to perform inspections of the storm water facilities he or she shall not proceed with the inspection(s) or other O&M duties. The inspection duties shall be delegated to an individual/inspector that has the training and skills to safely perform the minimum duties outlined herein.

The inspector shall have the proper safety equipment (heavy duty gloves, boots, first aid kit, for example) and training before conducting any inspections. If the storm water system inspection reveals a safety problem, then the inspector may have to modify the site activities to reduce or eliminate the safety risk. The following is a list of the minimum safety precautions an inspector should be aware of when conducting storm water system inspections.

- Never enter a confined space unless you have proper Occupational Health and Safety Administration (OSHA) training. Do not enter any confined space until the atmosphere has been checked and proper safety equipment is worn and/or erected.
- Avoid entering pipes or conduits without another individual present. If the structural strength of a pipe or conduit is questionable, you should not enter the pipe or conduit at all.
- Check the ventilation in the storm water system before using any type of ignitable materials. Some storm water systems may be sealed and have poor ventilation, posing a safety risk to the inspector if the vapor comes in contact with an open flame.
- Wear gloves if any mechanical parts or structural components are going to be handled. Wearing gloves not only reduces the risk of getting cuts and abrasions, but also reduces the exposure of pollutants to the skin.
- Lift manhole covers or other structural covers (trash racks, access covers,

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SILVER TRAIL
SUBDIVISION - PAGE 57 OF 86**

etc.) carefully. These items can be very heavy and can be slippery if wet. Also, learn the correct way to lift heavy items to avoid back injury.

- Check the water depth of the system before you take a step in the water. The water may be deeper than you think or there may be steep slopes below the water line.
- Check for poison ivy, poison oak, or other poisonous plants when inspecting ponds or other large storm water systems. Inform the individual who will perform maintenance on the system that these plants are present.

I. Overview

This document outlines the minimum operation and maintenance procedures for the storm water conveyance and storm water mitigation facilities serving the Project. The Silver Trail #1 Subdivision project is comprised of 39-lots on ± 11.0 acres. The site is situated within the City of Kuna, Ada County, being located adjacent to Mason Creek Road and east of Ten Mile Road. The operation and maintenance procedures have been prepared to meet the standard of practice and guidelines outlined by ACHD and the Idaho Department of Environmental Quality.

The purpose of the operation and maintenance procedures, "O&M Manual", is to provide the minimum operation and maintenance procedures for the storm water conveyance and storm water mitigation facilities.

On-site storm water improvements for the project consists of roadway drainage gutters, catch basins/manholes, storm water conveyance pipelines, sand grease traps and an infiltration seepage bed and storm water infiltration pond. Storm drainage runoff will be collected and conveyed to the sand grease traps for pretreatment prior to discharge to the infiltration areas.

The site's storm water, once collected and pretreated, will be conveyed to the storm water management seepage areas for release by infiltration into underlying soils. Refer to the attached maps for actual bed location.

The primary purpose of the storm water system is to provide safe and environmentally sound management and disposal of surface water drainage. Any additions and/or alterations to the storm water management facilities, such as park benches, playground equipment, or additional landscaping, should be considered temporary and may be removed when heavy maintenance of the facility is required. Replacement and/or repair of these items will be the responsibility of the Homeowners Association.

II. Duties and Responsibilities

Heavy maintenance shall be performed by ACHD and is generally defined as periodically inspecting both the storm water collection/conveyance system within ACHD's Right-of-Way or easements and the disposal facility to ensure they are functioning properly. ACHD shall perform the cleaning of the facility piping and cleaning of structures of sediment build up and shall perform any major maintenance work required within the disposal facility.

Light maintenance shall be performed by the HOA and is generally defined as the periodic inspections of the drainage systems in addition to lawn care, irrigation of landscaping including storm water ponds if required, trash clean up and bank stability. HOA shall notify ACHD of any required heavy maintenance. HOA duties and responsibilities generally include:

- **LAWN CARE:** If ponds are incorporated into the storm water management systems and the ponds are grassed, fertilizer shall be applied at a rate and interval to keep the grass healthy. Also weekly mowing and grass clipping removal shall be performed to maintain a healthy appearance and working drainage facility.
- **IRRIGATION:** If ponds are incorporated into the storm water management systems and the ponds are grassed, water shall be applied to the grass at a rate that will keep the grass healthy and not interfere with the proper operation of the storm water retention pond. Over irrigating must be avoided as this will cause standing water within the pond and deterioration of the ponds performance.
- **TRASH CLEANUP:** During the periodic inspections, any trash found within the boundary of the pond lots shall be collected and disposed of.
- **BANK STABILITY:** During the periodic inspections, all banks and those of the of the ponds shall be checked for any erosion from water entering the storm water system from adjacent lots, or for damage from any type of burrowing animals. If these problems are found, the Homeowner's Association shall rectify.
- **SAND WINDOW:** If ponds are incorporated into the storm water management systems and the pond bottoms have a sand layer/sand window – sand areas shall be keep free of vegetation and equipment and/or structures. Any buildup of sediment or debris shall be removed and any sand removed during cleaned up shall be replace with like and kind.
- **SYSTEM COMPONENT INSPECTIONS:** During periodic inspections of the storm water system components as describe in Section III, if

conditions are found where heavy maintenance is required ACHD shall be notified.

- **SOURCE CONTROLS BMP'S:** Best Management Practices (BMPs), also known as source controls, will serve to manage pollutants and minimize the contaminants within the storm water runoff. Ensuring these source controls are followed is the responsibility of the Silver Trail Subdivision Homeowners Association. The BMPs include the following:
 1. Lawn chemicals, such as fertilizers and pesticides, should be used in accordance with manufacture's recommendation and should be used only when less toxic means to control insects or weeds are not effective.
 2. Dirt, grass, and other materials should be kept out of the street so they do not wash into a storm drain when it rains.
 3. Leaves and other yard debris should be kept out of the street to avoid clogging storm drains.
 4. Homeowners will be responsible for the proper handling and disposal of home and maintenance products so that these products will not enter the storm drain system.

III. Storm Water System Maintenance

ACHD and the HOA shall use the following information in performing their duties.

A. General Site Maintenance

1. Recommend sweeping paved areas, and cleaning the landscaped areas as debris accumulates.

B. Inlets [every 6 months & after all large storm events]

1. Check each grate, sump, and inlet to assure that it is clean of all debris and that the grate is properly attached.
 - Clean all debris and dispose of in accordance with the most current laws governing the particular debris

encountered.

- Check for any sign of oil or grease and clean as required.

C. Manholes [every 6 months & after all large storm events]:

1. Check each manhole, both with and without a perforated lid, to assure that it is clean of all debris and that the grate or lid is properly attached.

- Clean all debris and dispose of in accordance with the most current laws governing the particular debris encountered.
- Check for any sign of oil or grease and clean as required.

D. Pipes [every 6 months and after all large storm events]:

1. If during the inspection of the inlets a significant amount of debris is observed and removed, the pipes should be lamped to check for debris deposited inside.

- Clean all debris and dispose of in accordance with the most current laws governing the particular debris encountered.
- Check for any sign of oil or grease and clean as required.
- Keep grass clear of the end pipe and riprap.

E. Sediment Boxes/Sand & Grease Traps [every 3 months & after large storm events]:

1. Check each sediment box to assure that it is clean of all oil and debris and that the lids are properly attached. If a significant amount of debris is observed and removed, the inlet and outlet pipes should be lamped to check for debris deposited inside.

- Clean all debris and dispose of in accordance with the most current laws governing the particular debris encountered.
- Check for any sign of oil or grease and clean as

required.

F. Basin Area/Pond [monthly between March and November and after all large storm events]:

1. Check for sediment and debris

- Clean all debris and dispose of in accordance with the most current laws governing the particular debris encountered.
- Check for any sign of oil or grease.

2. Mowing and Trimming

- Care should be taken to prevent the basin area from becoming overgrown with weeds and prairie grasses. Mow the basin area as required to prevent overgrowth and remove all weed and grass trimmings.

3. Basin Damage

- The basin should be inspected for damage after all large storm events. Look for sloughing banks, scoured areas, sink holes, etc. If the basin is found to be damaged, immediately report any damage to the ACHD.

G Basin Inlets and Sand Window, if applicable, [every 6 months and after all large storm events]:

1. If applicable, check Sand Window for Poor Percolation

- With good routine maintenance of pipes, inlets, sediment boxes and manholes, the sand window/ bed will perform well for many years. However, if the pond is draining very slowly, the sand window may need to be repaired, replaced or cleaned. To repair the damage to the sand window, carefully remove the top six inches (minimum) of sand, taking care not to crush the perforated drain pipes or disturb the bottom or sides of the basin. If any pipe is crushed or collapsed, replace the section of damaged pipe with a new section of pipe of the same type and material. If any filter fabric is torn, remove the torn portion of the fabric and sew a new section of filter fabric over

the removed section. Replace the sand with an ASTM C-33 filter sand or equivalent. Dispose of the used filter sand in accordance with the most current laws governing waste disposal.

2. Check Riprap Pads and Banks for Erosion

- If erosion is found, and is not severe, geotextile and riprap may be added to prevent further erosion. If the erosion is severe, then replace the eroded section of material with 8" minus uncrushed aggregate and add a new section of geotextile fabric under additional riprap of the same type and size currently in place to prevent further erosion.

IV. Recommended Spill Response Procedures

The maintenance entity and/or the contractor they employ to maintain the storm water systems will implement a Spill Response.

1. Emergency Spill Response Procedures:

- a. Prompt response to a spill is the best means of minimizing any impact to the environment and in particular, preventing a discharge reaching the groundwater table or surface waters. In the event of a harmful product spill, the Homeowners Association or maintenance personnel will notify the entity maintaining the storm water systems.
- b. Upon notification of a harmful spill, the spill coordinator will determine the hazard potential of a spill response by determining at least the following factors:
 - The substance spilled and its hazard potential
 - The amount of the spill and the extent of spreading
 - The source of the leakage/spill
- c. The maintenance entity and the storm water maintenance contractor will consult to determine the potential hazard to tenants and the surrounding public. If a spill is determined to be of such magnitude that it cannot be safely and effectively controlled by the storm water maintenance contractor, then the Homeowners Association or Contractor shall promptly notify outside emergency response agencies to implement control and

cleanup.

2. Containment and Eliminating Spill Source:

- a. Upon observing the spill, the storm water maintenance contractor shall first attempt to contain the spill so as to prevent its entry into the site storm drainage systems. Examples of equipment that can be used to contain and/or absorb a spill include sand, sandbags and plastic sheeting, cat litter, sweeping compound, straw bails and absorbent pillows.
- b. At the same time as containment is being performed, or as soon as possible after containment, the spill responder[s] shall attempt to seal or otherwise stop the source of the spill. Common methods of eliminating a spill source include, closing valves, leak stopping compound for pinhole leaks, drum over-packs, deactivating pumps, and diverting flow to another pathway.

3. Spill Cleanup and Mitigating Environmental Impact:

- a. Once the spill is contained and the source eliminated, the spill responder[s] shall collect the spilled material by the appropriate manner and place the material into secure containers.
- b. The area or surface in contact with the spilled material shall be decontaminated by an appropriate method that is permissible under the local, state, and federal laws. The specific method used will depend upon the substance; the availability of permitted sewer discharge to a Publicly Owned Treatment Works [POTW], regulatory standards applicable to hazardous and toxic wastes, and other factors. The storm water maintenance contractor will select the appropriate decontamination method, after determining the applicable factors and by conferring with the regulators or an expert in the subject of spill response.
- c. All spill material and debris will be managed in a manner that fully complies with applicable local, state, and federal laws regarding recycling or disposal of wastes. The preferred method is to recycle or reclaim materials from spills in an effort to minimize waste generation. Where this is not feasible or allowed then disposal in accordance with applicable local, state, and federal rules will be used.

4. Notification of Company and Governmental Agencies:

- a. The Homeowners Association and/or Contractor shall immediately report any spill of a harmful substance to the appropriate governmental authorities whenever a spill exceeds the Reportable Quantities [RQ] required under state or federal law. Be certain to define the RQ for your site.
- b. Such laws include, but are not limited to the following:
- Clean Water Act [Oil Pollution Act of 1990] [Section 311 C2] [40 CFR, Part 300]
 - Comprehensive Environmental Response, Compensation, and Liability Act [CERCLA] [Section 102] [40 CFR, Part 302]
 - Superfund Amendment and Reauthorization Act [Section 313] [40 CFR, Part 355]
 - Idaho Department of Environmental Quality
- c. The applicable agencies and phone numbers that potentially must be contacted in the event of a spill are as listed:

Agency Contact Information

Agency	Telephone Number
Local Fire Department	911
Kuna City Parks Department	208-922-3397
National Response Center	800-424-8802
Regional EPA Office	208-378-5773
Ada County Highway District	208-387-6100
Idaho Department of Fish & Game	208-334-3700
DEQ - Water Quality & Remediation	208-373-0314
U. S. Department of Fish and Wildlife	208-378-5243

V. References:

Boise Public Works Storm water Operation & Maintenance – A Resource Guide web site: www.cityofboise.org (Application Forms/Brochures & General Information).

Department of Environmental Quality

BMP data web site:

www.deq.state.id.us/water.com

**Tab 1: Attachments from the Storm Water
Operation & Maintenance - A Resource
Guide**

Published by Boise Public Works (for reference only)

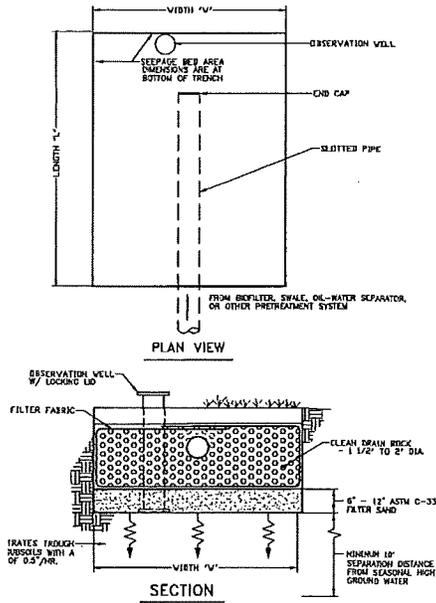
Inspection and Maintenance Forms

OM-1 Minimizing Directly Connected Impervious Areas (DCIAs)

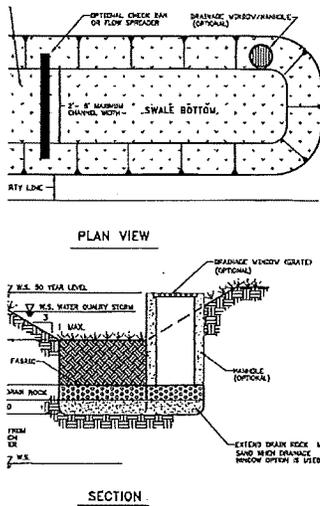
Stormwater system feature	✓	Are any of these conditions present	Problem	Recommendation
Landscaped or natural area		sediment accumulation exceeds 2" in depth	sediment buildup on vegetation	Remove sediment carefully to avoid damaging the existing vegetation. Dispose of sediment properly.
		grass becomes excessively tall or weeds invade the area	tall grass or weeds	Mow vegetation regularly. Grass should be mowed to a height between 4-9" for best storm water treatment. Remove weeds, if necessary. Call the University of Idaho Cooperative Extension System for information on eradicating weeds in storm water systems.
		trash and debris are present	trash and debris accumulation	Remove waste and dispose of properly.
		offensive color, odor, or sludge is present	unknown or uncharacteristic substance	Remove substance and eliminate its source. If you are unsure whether the substance is hazardous, take a sample or contact a qualified hazardous waste consultant for assistance.
		erosion or scouring is evident	excessive flows or flow channelization	Re-grade and re-seed area to eliminate high velocity or channelized flows. Overseed areas where bare spots are present.

OM-2 Infiltration

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		standing water is present 24 hours after storm event	sediment buildup on bottom or sides of infiltration system	Excavate infiltration system and remove excess sediment. Dispose of sediment properly. An engineer or geotechnical consultant should examine drainrock and filter fabric to determine if replacement is needed. Re-install infiltration system 12" into free draining material.
		standing water is present 24 hours after storm event	infiltration system incorrectly designed or sited (high ground water area)	Review options for managing storm water as described in the Boise City Storm Water Management Design Manual. Infiltration may not be allowed. Contact the Boise Public Works Department for more information.
			infiltration system incorrectly constructed	Excavate infiltration system and re-install infiltration system 12" into free draining material. If good free draining material is not accessible, contact the design engineer to see if a more appropriate drainage system can be installed.
		offensive odor, color, or sludge is present	unknown or uncharacteristic substance	Remove substance and eliminate its source. If you do not know if the substance is hazardous, either take a sample or contact a qualified hazardous waste consultant for more information.
		propane, oil, or gasoline odor or puddle is present	accumulation of petroleum products	Contact a qualified hazardous waste consultant for information on proper treatment and disposal of petroleum products.
		excessive debris, sediment, and oil buildup is present	pretreatment system not working properly	Clean out accumulated debris in pretreatment system and dispose of properly
	pretreatment system not installed		Install a pretreatment system upgradient from the infiltration system. The pretreatment system should be approved by Boise City Public Works.	
Inlet/outlet pipes		standing water is present 24 hours after storm event	clogged pipes	Clean out sediment and debris from pipes. See OM-10, Pipes, for more information



Infiltration Trench (Seepage Bed)

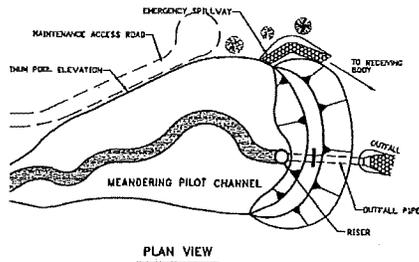


Infiltration Swale

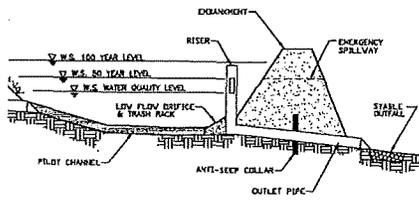
Infiltration Basin

OM-3 Ponds (Detention, Extended Detention, Evaporation)

Stormwater system feature	Are any of these conditions present?	Problem	Recommendation
General	dumped yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are present in pond	accumulation of trash and debris	Remove trash and debris and dispose of properly.
	undesirable vegetation is invading the pond	nuisance, poisonous, or noxious weeds	Seek advice from the University of Idaho Cooperative Extension System (Ada County) or the Idaho Dept. of Agriculture before applying pesticides. Certain pesticides should not be used near waterbodies.
	propane, oil, or gasoline odor or surface film is present	accumulation of petroleum products	Contact a qualified hazardous waste consultant for more information.
	bare spots or sparse vegetation is evident in the pond	compaction	Aerate and amend soils, re-seed, and mulch bare areas. Re-contour and re-seed pond to original design specifications.
		Insect Infestation	Seek advice from the University of Idaho Cooperative Extension System (Ada County) or the Idaho Dept. of Agriculture regarding appropriate methods for controlling insects.
	grass is taller than 10"	overgrown vegetation	Mow grass regularly. Grass should be moved to a height of 4-9" for best storm water control. Avoid over-applying fertilizers. Excessive fertilizer application may compound water quality problems.
	offensive color, odor, or sludge is present	unknown or uncharacteristic substance	Remove substance and eliminate its source. If you don't know if the substance is hazardous, either take a sample or contact a qualified hazardous waste consultant for more information.
	excessive mosquito population is present	mosquitos	Install predacious bird and bat nesting boxes to control insects. Mosquito fish (Gambusia) can be used and are available locally.
	water flows through holes in dam or berm; holes are present around pond	rodents	Destroy rodents and repair dam or berm. Contact the Idaho Department of Fish and Game for information on controlling rodents.
large trees interfere with maintenance activities	overgrown trees	Remove trees that interfere with access or maintenance activities. Preserve trees that are not a problem.	
Storage area	accumulated sediment exceeds 10% of the designed pond depth	excessive sediment	Clean out sediment to original shape and depth of the pond. Re-seed pond, if necessary, to control erosion. If the pond is designated as "waters of the U.S." or as a wetland by the U.S. Army Corps of Engineers (Corps), you must obtain a 404 (dredge and fill) permit. You must also obtain a Stream Channel Alteration permit from the Idaho Department of Water Resources (IDWR). Contact the Corps and IDWR for more information.
Pond dike/berm	dike or berm has settled 4" lower than design elevation	dike/berm settlement	Repair dike/berm to original design specifications. Re-seed or sod.
Overflow spillway	bare soil is visible at top of spillway or outside slope	inadequate rock layer	Add enough rock to cover up bare soil.
Trash rack	debris covers at least 25% of the bar screen or bar screen is missing	trash rack is plugged or missing	Replace screen, if necessary. Remove trash and debris. Dispose of waste properly.

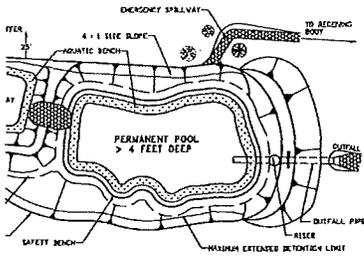


PLAN VIEW

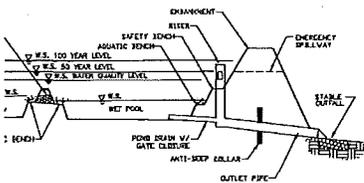


SECTION

Detention Pond



PLAN VIEW



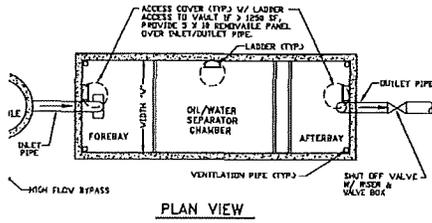
SECTION

Extended Detention Pond

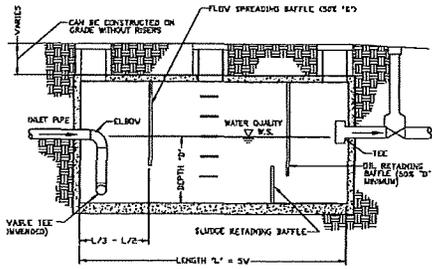
Evaporation Pond

OM-7 Oil/Water Separator

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation	
Conventional gravity separator		discharge water is discolored, turbid, or has an oil sheen	excessive sediment or oil accumulation	Check if separator has excess sediment or oil accumulation. If so, remove oil or sediment and dispose of properly.	
			damaged baffle	Check baffle integrity. If damaged, repair or replace to design specifications.	
			incorrectly designed	Contact the design engineer to check if the system is appropriately sized for the drainage basin. If it isn't, then upgrade system with an additional or larger separator.	
			sediment accumulation exceeds 1" in bottom of vault	excessive sediment	Vector or shovel out sediment. Dispose of sediment properly.
			standing water is present 24 hours after storm event	sediment buildup blocks flow through separator	Vector or shovel out sediment. Dispose of sediment properly.
			yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are present in the vault or inlet/outlet pipes	accumulation of trash and debris	Remove trash and debris from vault and inlet/outlet pipes. Dispose of wastes properly.
			oil accumulation exceeds 1" at water surface	excessive oil accumulation	Vector or manually remove oil from water surface. Dispose of waste properly.
			pipes broken or damaged; cracks in pipe are wider than 1/4" at the joint	damaged inlet/outlet pipes	Replace pipe or repair to original design specifications.
			cover cannot be opened; cover is corroded or damaged	defective access cover	Repair or replace cover to original design specifications.
			cracks in vault are wider than 1/2"; soil enters the vault through the cracks	structural damage to vault	Replace or rebuild the vault to design specifications.
		baffles are cracked, warped, or corroded	defective baffles	Repair or replace baffles to original design specifications	
Coalescing plate separator		discharge water is discolored, turbid, or has an oil sheen	excessive sediment or oil accumulation	Check if separator has excess sediment or oil accumulation. If so, remove oil or sediment and dispose of properly.	
			damaged coalescing plate	Check coalescing plate integrity. If damaged, repair or replace to design specifications.	
			sediment accumulation exceeds 1" in depth in vault	excessive sediment	Vector or shovel out sediment deposits on vault bottom. Dispose of sediment properly.
			yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are present in the vault.	accumulation of trash and debris	Remove trash and debris from vault and inlet/outlet piping. Dispose of wastes properly.
			oil accumulation exceeds 1" at water surface	excessive oil accumulation	Vector or manually remove oil from water surface. Dispose of waste properly.
			pipes are broken or damaged; pipe has cracks wider than 1/4" at the joint	damaged inlet/outlet pipe	Replace or repair pipe to original specifications.
			standing water is present 24 hours after storm event	sediment buildup blocks flow through separator	Vector or shovel out sediment. Dispose of sediment properly.
			baffles are cracked, warped, or corroded	defective baffles	Repair or replace baffles to original design specifications
		cracks in vault are wider than 1/2"; soil enters the vault through the cracks	structural damage to vault	Replace or rebuild the vault to design specifications.	



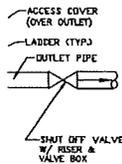
PLAN VIEW



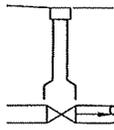
SECTION

Oil/Water Separator

-ATE PACK



OR 6" WIDER IN ALL THAN PLATE PACK OR 1/2 LENGTH REMOVABLE OVER ENTIRE VAULT.



-TEE
-OIL RETAINING BAFFLE (50% 'D' MINIMUM)
-COALESCING PLATE PACK

Coalescing Oil/Water Separator

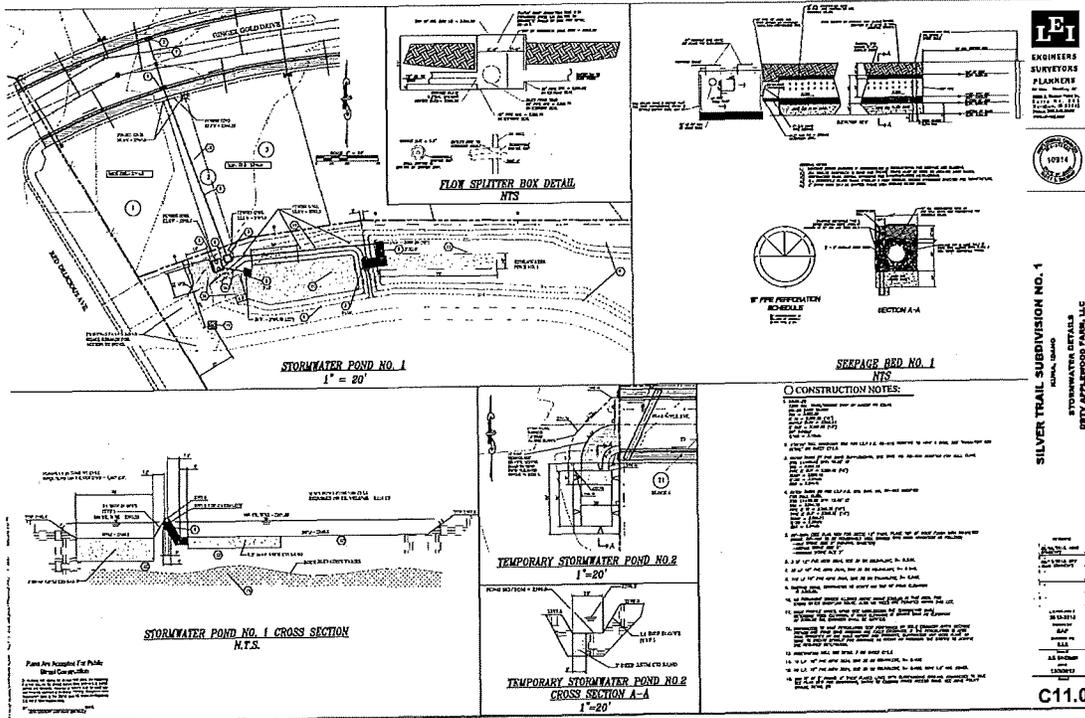
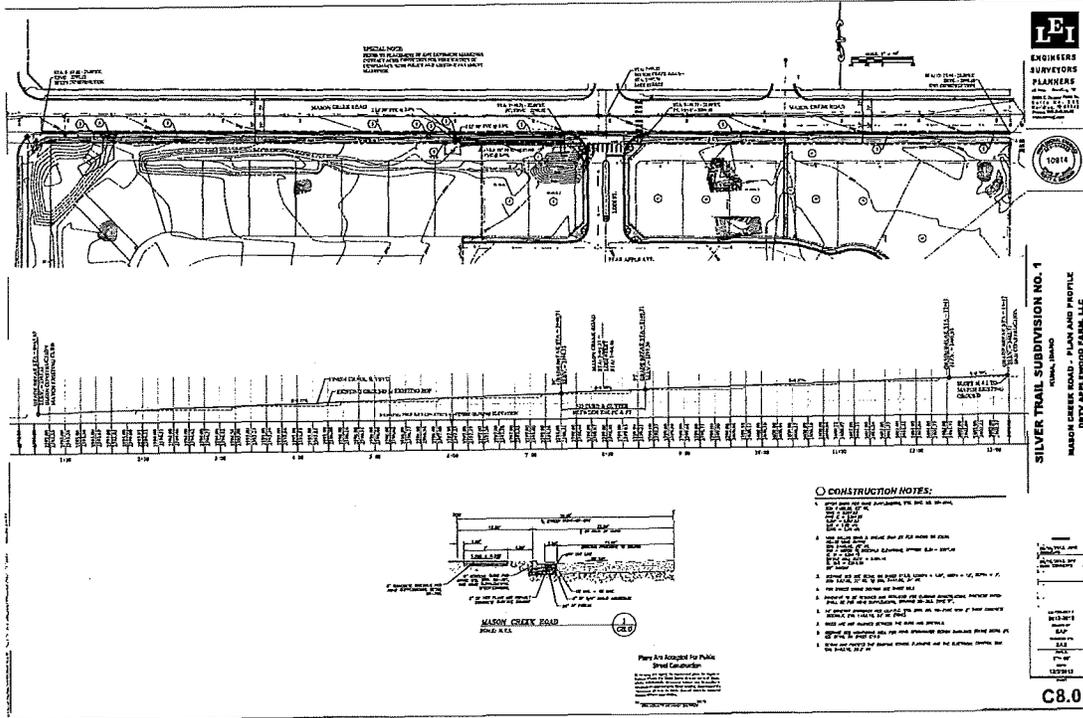
OM-9 Catch Basins

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are blocking the front of the catch basin or grate by 10%	accumulation of trash and debris	Remove trash and debris from front of catch basin opening or grate. Dispose of waste properly.
		frame has separated more than 3/4" from the top slab	frame separation	Reset frame even with top of slab.
		propane, oil, gasoline odor, offensive color or odor, or sludge is present	accumulation of petroleum products or unknown or uncharacteristic substances	Contact a qualified hazardous waste consultant for more information.
		top slab has cracks wider than 1/4" or holes larger than 2"	defective top slab	Replace or repair slab to design specifications.
		corner of frame extends more than 3/4" top slab past curb face into the street	structural damage to frame or top of slab	Reset frame even with curb. Replace slab, if necessary.
		catch basin has cracks wider than 1/2" and longer than 3"; soil is entering the catch basin through the cracks	defective catch basin	Replace or repair catch basin to original design specifications. You may need to contact the design engineer to evaluate the structural integrity of the catch basin.
		catch basin has settle more than 1' or has moved more than 2" out of alignment	basin settlement/alignment	Replace or repair catch basin to original design specifications. You may need to contact the design engineer to evaluate the structural integrity of the catch basin.
		grate bars are broken or grate is missing	grate is damaged or missing	Replace or repair grate to design specifications.
Inlet/outlet pipes		trash or sediment in the inlet/outlet pipe is blocking more than 1/3" of the diameter of the pipe	trash or sediment accumulation	Remove trash and sediment from pipes. Dispose of wastes properly.
		pipng has cracks wider than 1/2" and longer than 1' at the joint; soil is entering the catch basin through the cracks	cracked pipes	Replace or repair pipe to original design specifications.
		vegetation is growing in inlet/outlet pipe joints	overgrown vegetation	Remove vegetation from pipe joints.

OM-10 Pipes

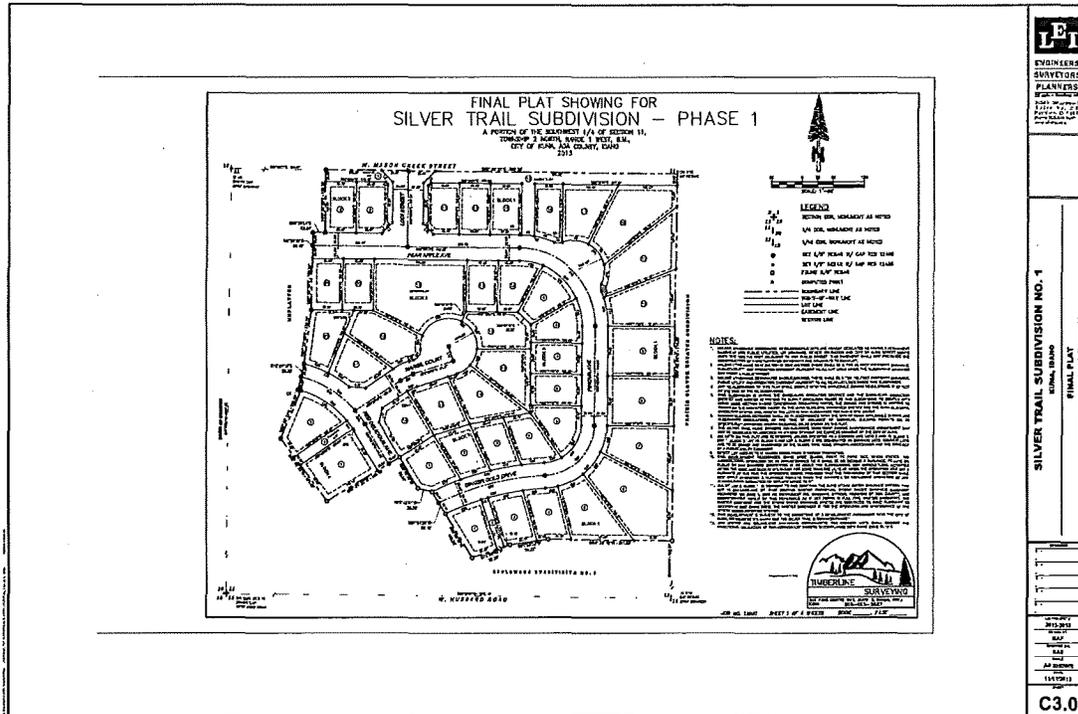
Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		accumulated sediment or trash exceeds 20% of the diameter of the pipe	excess accumulation of sediment or trash	Clean out sediment and trash from pipe. You can use a high pressure hose, vacuum suction, or other appropriate cleaning method. Contact the design engineer for information on appropriate cleaning methods for your type of drainage system.
		vegetation is impeding water flow	overgrown vegetation	Clean out sediment and trash from pipe. You can use a high pressure hose, vacuum suction, or other appropriate cleaning method. Contact the design engineer for information on appropriate cleaning methods for your type of drainage system.
		pipe is rusted; protected coating is damaged	corroded pipe	Replace or repair pipe to original design specifications.
		dent in pipe has reduced the pipe diameter by 20%; water flow is impeded; pipe is broken	defective pipe	Replace or repair pipe to original design specifications.
		water is leaking from pipe	cracked pipe	Replace or repair pipe to original design specifications.

Tab 2: 11"x17" Applicable Construction Plans



DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SILVER TRAIL SUBDIVISION - PAGE 80 OF 86

Tab 3: 11" X 17" Copy of Final Plat
(for reference only)



**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SILVER TRAIL
SUBDIVISION - PAGE 82 OF 86**

Exhibit C

Property Related to Stormwater Plan

**LEGAL DESCRIPTION FOR
SILVER TRAIL SUBDIVISION PHASE 1
POND MAINTENANCE EASEMENT**

An easement for the benefit of Silver Trail Subdivision – Phase 1, Being a portion of Lot 13, Block 3 of Applewood Subdivision No. 1, located in the West 1/2 of the Southwest 1/4 of Section 11, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho. Being depicted on attached Exhibit B and further described as follows:

BASIS OF BEARINGS:

The West line of the Southwest 1/4 of Section 11, Township 2 North, Range 1 West, Boise Meridian, derived from found monuments and taken as South 00°36'21" West with the distance between monuments found to be 2657.55 feet.

COMMENCING at a brass cap marking the Northwest corner of the West 1/2 of the Southwest 1/4 of Section 11, Township 2 North, Range 1 West, Boise Meridian also being the West 1/4 Corner of said Section 11, from which the Southwest corner of said Section 11 bears South 00°36'21" West a distance of 2,657.55 feet;
thence South 60°24'24" East a distance of 1,194.58 feet to the Northwest property corner of Lot 13, Block 3 of Applewood Subdivision No. 1 as recorded in the book of plats in the County of Ada, Book 100 of Pages 12941- 12945 said point being the **POINT OF BEGINNING**;
thence along the Northerly Boundary line of said Applewood Subdivision No.1 the following three (3) courses;

North 71°08'03" East a distance of 76.69 feet;

North 81°52'33" East a distance of 74.77 feet;

South 89°23'19" East a distance of 241.92 feet to the Easterly Boundary line of said Subdivision;

thence leaving said Northerly boundary line and along said Easterly Boundary line, South 00°42'34" West a distance of 80.00 feet;

thence leaving said Easterly Boundary line North 89°23'19" West a distance of 61.39 feet;

thence North 54°46'37" West a distance of 23.26 feet;

thence North 63°16'15" West a distance of 24.05 feet;

thence North 87°25'39" West a distance of 120.20 feet;

thence South 79°09'00" West a distance of 108.70 feet;

thence North 70°00'40" West a distance of 14.00 feet;

thence South 83°19'32" West a distance of 24.52 feet to a point on the Westerly property line of said Lot 13;

thence along said Westerly property line North 30°58'38" West a distance of 41.35 feet to the **POINT OF BEGINNING**.

Said easement containing 22,529 square feet or 0.52 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

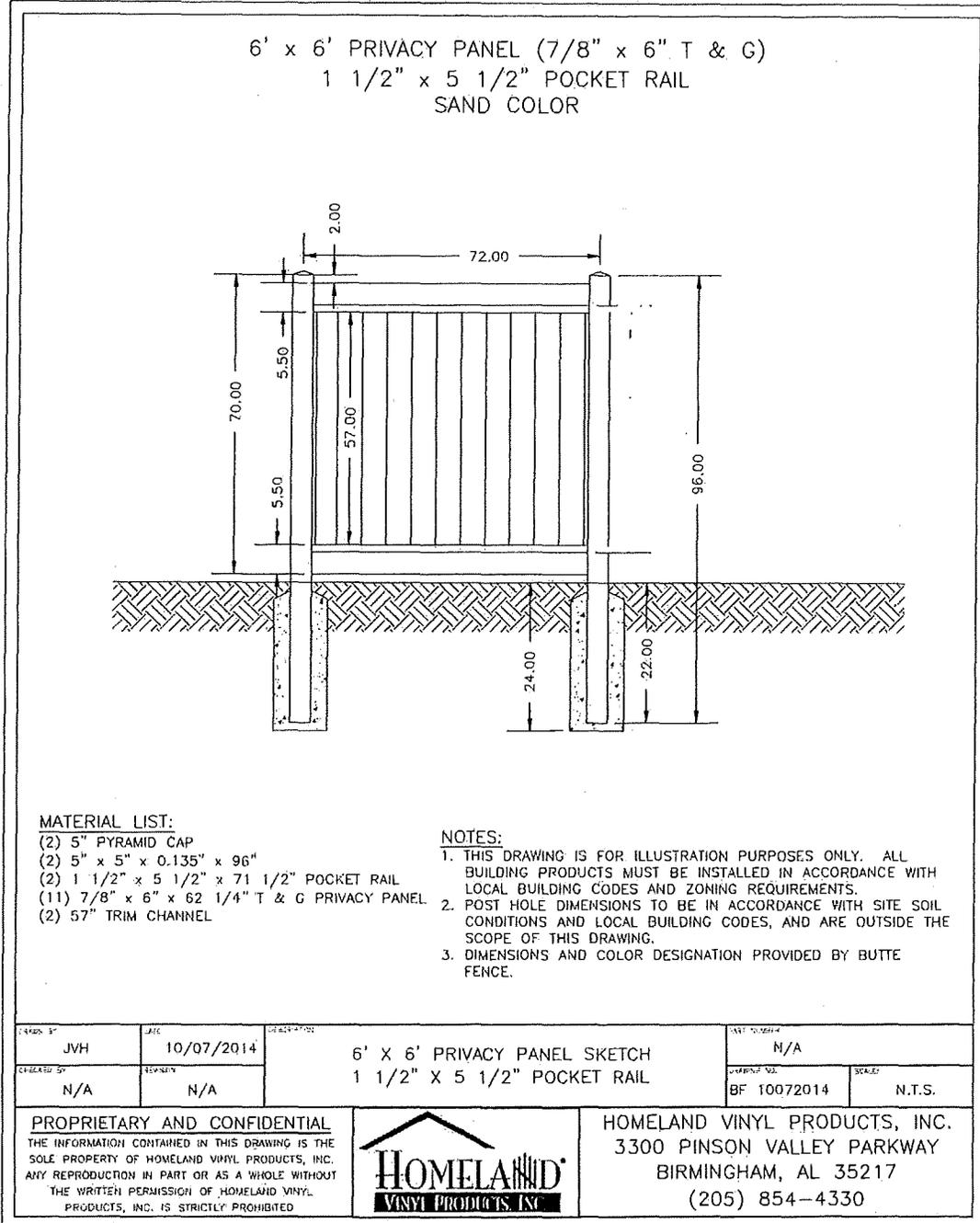
END OF DESCRIPTION

Russell E. Badgley, P.L.S. 12458
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687



**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SILVER TRAIL
SUBDIVISION - PAGE 84 OF 86**

Exhibit D
Fencing Detail





Vicinity Map

W Columbia Rd

S Buffalo Creek Ln

S Slide Creek Ln

S Danskin Ln

S Ten Mile Rd

S Baratheon Ave

W Mason Creek St

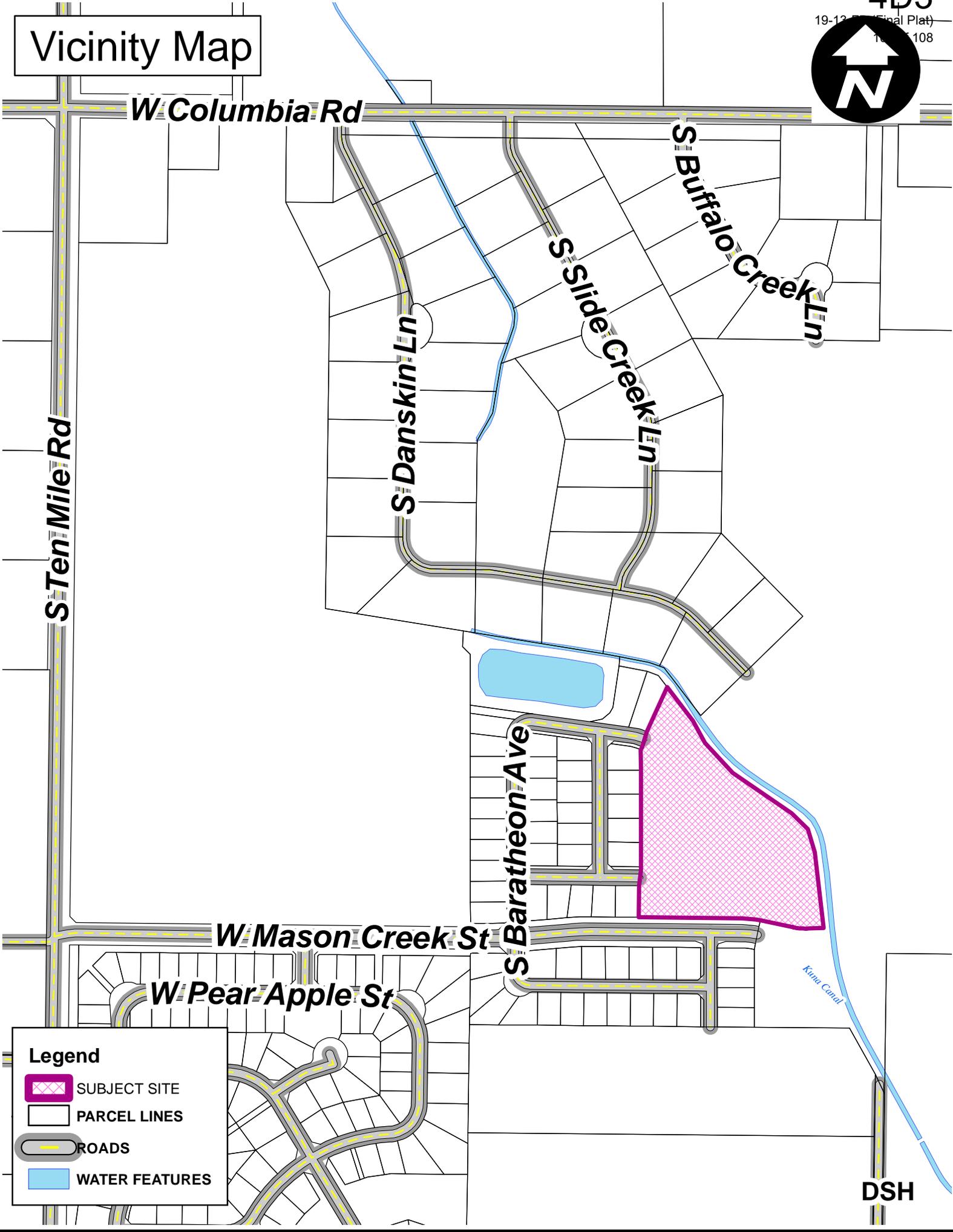
W Pear Apple St

Kana Canal

DSH

Legend

-  SUBJECT SITE
-  PARCEL LINES
-  ROADS
-  WATER FEATURES





CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov

Paul A. Stevens, P.E.
Kuna City Engineer

FINAL PLAT MEMORANDUM

Date: 4 September 2018
From: Paul A. Stevens, P.E.
To: Wendy Howell, Planning and Zoning Director
RE: Silver Trail No. 4, 19-13-FP

The Silver Trail No. 4, 19-13-FP Final Plat request dated 30 August 2019 has been reviewed. This review is based on land use as allowed or permitted in an "R-6" zone.

This Final Plat encompasses 6.4 Acres containing twenty-four (24) residential lots and four (4) common lots. A commensurate burden will be placed on City of Kuna utilities; Pressurized Irrigation, Sewer, & Water.

Comments may be expanded or refined in connection with the future land-use actions.

1) Property Description

- a) The applicant provided a cover letter and sheets one through three of three final plat sheets.

2) General

- a) Silver Trail Subdivision No. 4 will increase demand on constructed facilities and on water rights provided by others. Water rights associated with this property shall be transferred to the City at time of connection (development) by deed and "Change of Ownership" form from IDWR.
- b) Provide engineering certification on all final engineering drawings/Record Drawings.
- c) Provide final plat showing all modifications stemming from construction.

3) Inspection & Fees

- a) This project is being constructed. The responsible engineer of record will provide Record Drawings upon completion.
- b) The inspection fee for City inspection of the construction of public water, sewer and irrigation facilities associated with this development has been paid.

4) Sanitary Sewer & Potable Water Connection & Fees

- a) This project is in agreement with the Sewer, and Water master plans.

5) Pressurized Irrigation

- a) This project is in agreement with the PI master plan

6) Grading and Storm Drainage

The following is a requirement of the Final Plat approval and subsequent construction drawings:

- a) A grading and drainage plan has been provided as part of the Construction Drawings.
- b) Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties will be made within the final inspection process.
- c) The final inspection shall verify that slopes are not steeper than 3:1 on lots adjacent to a street or common lot and no steeper than 4:1 for lots with common rear lot lines.
- d) Runoff from public right-of-way is regulated by ACHD. Satisfaction of this requirement shall be verified before final project acceptance.

7) Final Plat

- a) Comments may result from the final construction review.
 - (1) The final plat sheets 1-3 appear to match the work being constructed.
 - (2) Upon project completion, the final plat must be compared with the record construction drawings. All lot line adjustments, easements and similar items must be recorded on the final plat such that an accurate and truthful document results.

8) As-Built Drawings

- a) As-built (Record) drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes but will not be responsible for the finished product. As-built drawings will be required before occupancy or final plat approval is granted.



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

RECEIVED
SEP 09 2019
CITY OF KUNA

"Healthy People in Healthy Communities"

19-0758

September 4, 2019

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

RE: Silver Trail Subdivision No. 4

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 September 4, 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 cursive script that reads 'Lori Badigian'.

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

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

LB:bk

SERVING ADA, BOISE, ELMORE AND VALLEY COUNTIES



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: 19-14-FP (Final Plat) – Winfield Springs No. 4

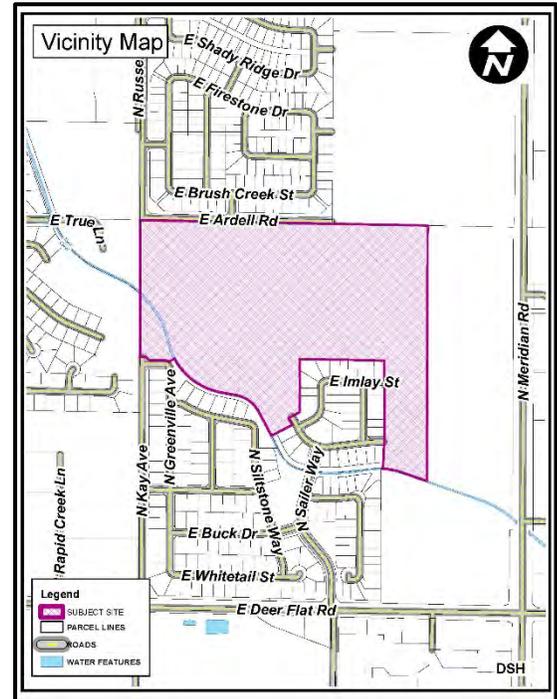
Location: E. Imlay St.,
Kuna Idaho 83634

Planner: Doug Hanson, Planner I

Meeting Date: October 15, 2019

Applicant/ Owner: Toll ID I, LLC
3103 Sheryl Dr.
Meridian, ID 83642
208.424.0020
tcoleman@tollbrothers.com

Representative: Keith Morse
250 S. Beechwood Ave. Ste. 201
Boise, ID 83709
208.376.7330
kmorse@jub.com



A. General Project Facts:

1. Keith Morse on behalf of Toll ID I, LLC is requesting final plat approval for Winfield Springs No. 4 which has forty-six (46) residential building lots and eight (8) common lots on a total of approximately 10.82 acres (Ada County Assessor Parcel No. S1313428155).

B. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for Winfield Springs Subdivision No. 4.
2. Staff has determined that the proposed final plat for Winfield Springs Subdivision No. 4 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: Winfield 4 Final Plat	Applicant: JVB / Wendy Shriest
---	--

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

Applicant (√)	Description	Staff (√)
√	Completed and signed Commission & Council Review Application.	
√	All pages of the proposed Final Plat.	✓
√	Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation and other public improvements.	✓
√	Approved Findings of Fact, Conclusions of Law for Preliminary Plat	✓
√	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.	✓
√	Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved said final plat.	
√	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.	✓
√	Any proposed restrictive covenants and/or deed restrictions, and homeowners' association documents.	✓
√	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.

RECEIVED
8.30.19



**City of Kuna
Planning & Zoning
Department**
P.O. Box 13
Kuna, Idaho 83634
208.922.6274
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)	19-14-FP
Project name	Winfield Springs No. 4
Date Received	8.30.19
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: <u>Toll ID I, LLC</u>	Phone Number: <u>208-424-0020</u>
Address: <u>250 Gibraltar RD</u>	E-Mail: <u>tcoleman@tollbrothers.com</u>
City, State, Zip: <u>Horsham, PA</u>	Fax #: _____
Applicant (Developer): <u>Toll ID I, LLC</u>	Phone Number: <u>208-424-0020</u>
Address: <u>3103 Sheryl Dr</u>	E-Mail: <u>tcoleman@tollbrothers.com</u>
City, State, Zip: <u>Meridian, ID 83642</u>	Fax #: _____
Engineer/Representative: <u>JUB Engineers, Keith Morse</u>	Phone Number: <u>376-7330</u>
Address: <u>250 S Beechwood Ave. Suite 201</u>	E-Mail: <u>kmorse@jub.com</u>
City, State, Zip: <u>Boise, ID 83709</u>	Fax #: <u>208-323-9336</u>

Subject Property Information

Site Address: <u>E Deer Flat Rd, Kuna, ID</u>	
Site Location (Cross Streets): <u>NW of intersection of E Deer Flat Road and Hwy 69, Kuna, ID</u>	
Parcel Number (s): <u>S1313428155</u>	
Section, Township, Range: <u>Section 13, T2N, R1W, Boise Meridian</u>	
Property size : <u>10.82 acres</u>	
Current land use: <u>Vacant</u>	Proposed land use: <u>Single-Family Residential</u>
Current zoning district: <u>R-6</u>	Proposed zoning district: <u>N/A</u>



Project Description

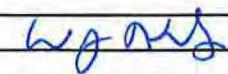
Project / subdivision name: <u>Winfield Springs Subdivision No. 4</u>	
General description of proposed project / request: <u>Single-Family Residential Subdivision</u>	
Type of use proposed (check all that apply):	
<input checked="" type="checkbox"/> Residential <u>Single-Family</u>	
<input type="checkbox"/> Commercial _____	
<input type="checkbox"/> Office _____	
<input type="checkbox"/> Industrial _____	
<input type="checkbox"/> Other _____	
Amenities provided with this development (if applicable): <u>Open Space</u>	

Residential Project Summary (if applicable)

Are there existing buildings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Please describe the existing buildings: _____	
Any existing buildings to remain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Number of residential units: <u>54</u>	Number of building lots: <u>46</u>
Number of common and/or other lots: <u>8</u>	
Type of dwellings proposed:	
<input checked="" type="checkbox"/> Single-Family _____	
<input type="checkbox"/> Townhouses _____	
<input type="checkbox"/> Duplexes _____	
<input type="checkbox"/> Multi-Family _____	
<input type="checkbox"/> Other _____	
Minimum Square footage of structure (s): <u>N/A</u>	
Gross density (DU/acre-total property): <u>4.22 du/ac</u> Net density (DU/acre-excluding roads): <u>4.41 du/ac</u>	
Percentage of open space provided: <u>4.71</u> Acreage of open space: <u>0.51 acres</u>	
Type of open space provided (i.e. landscaping, public, common, etc.): <u>Public, common area, Landscape Buffers</u>	

Non-Residential Project Summary (if applicable)

Number of building lots: <u>N/A</u>	Other lots: <u>N/A</u>
Gross floor area square footage: <u>N/A</u>	Existing (if applicable): <u>N/A</u>
Hours of operation (days & hours): <u>N/A</u>	Building height: <u>N/A</u>
Total number of employees: <u>N/A</u>	Max. number of employees at one time: <u>N/A</u>
Number and ages of students/children: <u>N/A</u>	Seating capacity: <u>N/A</u>
Fencing type, size & location (proposed or existing to remain): <u>N/A</u>	
Proposed Parking: <u>N/A</u>	a. Handicapped spaces: _____ Dimensions: _____
	b. Total Parking spaces: _____ Dimensions: _____
	c. Width of driveway aisle: _____
Proposed Lighting: <u>N/A</u>	
Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): <u>N/A</u>	

Applicant's Signature:  Date: 9/16/19



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

August 30, 2019

City of Kuna

PO Box 13

Kuna, ID 83634

**RE: WINFIELD SPRINGS SUBDIVISION PH 4
FINAL PLAT MYLAR SUBMITTAL**

To Whom It May Concern:

The final plat submittal package is enclosed for the proposed Winfield Springs Subdivision Phase 4 located at E Deer Flat Rd, Kuna in Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Kuna, Idaho, and consists of approximately 10.89 acres. The subdivision includes 46 buildable lots and 6 common lots.

The final plat is in substantial conformance with the specific conditions of approval set forth in the Findings of Fact and Conclusions of Law dated May 16, 2017 as described below:

1. Approvals from the following Agencies:

- City Engineer: Approved sewer, drainage and grading plans March 4, 2019
- Kuna Fire District: Fire flow requirements – See attached email dated 4/6
- Boise Project Board of Control -
- ACHD – See approved Construction Drawings – signed February 22, 2019 and signature on Final Plat

2. A stub street (with utility stubs) will be extended from the project south of the Kuna Canal to the property east of the project.

According to the ACHD Final Staff report dated April 6, 2017, two stub streets north of the Kuna Canal were required. See attached staff report page 21, item #22.

3. Installation of utility service facilities will comply with the requirements of the public utility or irrigation district providing the services and will be installed underground.

COMPLETE - See approved Construction Drawings.

4. Irrigation/drainage waters will not be impeded by any construction on site. The project will comply with Idaho Code Section §31-3805 and the requirements of the BPBC.

5. Street Lighting will use LED lights, with spacing and wattages meeting KCC 5-4-6.

Please see attached approved construction drawings containing sheet C-102: Street Light & Signage Plan.

6. Parking with the site will comply with KCC 5-9-3.

A separate Design Review application will be submitted at the time of building permit application for the clubhouse and parking lot.

7. **Fencing within and around the site will comply with KCC standards.**
Noted.
8. **Sign permit will be obtained for any subdivision entrance sign.**
Noted.
9. **All landscaping will be permanently maintained per the CC & R's for this development.**
CC & R's are included with this final plat submittal with a reference to landscape maintenance.
10. **Submit a petition to the city consenting to the pooling of irrigation surface water rights for delivery and request annexation of the irrigation surface water rights appurtenant to the property to the KMID prior to requesting final plat signature.**
Developer will submit the required petition.
11. **Land has been provided for a well site with 3 phase power and a drain line for blow off water.**
The location of the land to be provided is adjacent to Phase 2 of this subdivision.
12. **The developer will extend a 12" PI main from the existing 12" PI main located at Kay street.**
COMPLETE - See approved Construction Drawings sheets C-103 & C-104

Land has been provided for the pump station with 3 phase power and a drain line for water over-flow. *The location of the land to be provided is adjacent to Phase 2 of this subdivision.*
13. **Any future assigns will comply with the conditions of development.**
Requirement is noted.
14. **The Preliminary plat and landscape plan are binding site plans and will be observed accordingly.**
Requirement is noted.
15. **Applicant will follow staff, city engineer and other agency recommended requirements as applicable.**
Requirement is noted.
16. **Applicant will comply with all local, state and federal laws as required.**
Requirement is noted.

Please feel free to contact me at 208.376.7330 if you have any questions.

Sincerely,

J-U-B ENGINEERS, Inc.



ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=5 CHE FOWLER
PIONEER TITLE COMPANY OF ADA COUNTY

2017-058573
06/27/2017 02:32 PM
\$22.00

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

AFTER RECORDING, RETURN TO:

Toll ID I LLC
250 Gibraltar Road
Horsham, PA 19044

GRANT DEED

For value received, **KUNA HILL DEVELOPMENT LLC, an Idaho limited liability company ("Grantor")**, does hereby grant, bargain, sell and convey to **TOLL ID I LLC, an Idaho limited liability company ("Grantee")**, whose address is c/o Toll Bros., Inc., 250 Gibraltar Road, Horsham, Pennsylvania 19044, the following described property situated in Ada County, Idaho:

See **Exhibit A** attached hereto and incorporated herein.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or otherwise appertaining, and all estate, right, title and interest in and to the said property.

TO HAVE AND TO HOLD said property unto Grantee and Grantee's heirs, successors and assigns forever. And Grantor does hereby covenant to and with Grantee that Grantor is the owner in fee simple of said property.

SUBJECT TO the matters set forth on **Exhibit B** attached hereto and incorporated herein.

In witness whereof, Grantor has executed this Grant Deed this 26 day of June, 2017.

{signature page follows}

GRANTOR:

KUNA HILL DEVELOPMENT LLC

By: Coleman Real Estate Management LLC
Its: Manager

By: *Noelle Gambill*
Name: Noelle Gambill
Its: Manager

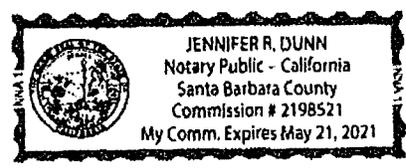
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Barbara)

On June 26th, 2017 before me, Jennifer R. Dunn, Notary Public, personally appeared Noelle Gambill, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: *Jennifer R. Dunn* (seal)

EXHIBIT A
Legal Description

A parcel of land situated in the southeast quarter of Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the Southeast corner of the Southeast quarter of Section 13, Township 2 North, Range 1 West, Boise Meridian (the section corner common to Sections 13 & 24, Range 1 West, and 18 & 19, Range 1 East);

Thence N88°45'41"W, 973.49 feet along the South line of the Southeast quarter;

Thence N00°11'35"E, 48.01 feet parallel with and 973.33 feet from the East line of the Southeast quarter to the North right-of-way line of E. Deer Flat Road, the POINT OF BEGINNING:

Thence N88°45'41"W, 1657.45 feet along the North right-of-way line of E. Deer Flat Road to the West line of the Southeast quarter;

Thence N00°10'26"E, 2597.57 feet along the West line of the Southeast quarter to the Northwest corner of the Southeast quarter (the center quarter-section corner of Section 13);

Thence S88°51'58"E, 1971.63 feet along the North line of the Southeast quarter;

Thence S00°11'35"W, 1753.96 feet parallel with and 660.00 feet from the East line of the Southeast quarter to the center line of the Kuna Canal;

Thence N70°46'49"W, 174.05 feet along the center line of the Kuna Canal;

Thence 151.82 feet on a curve to the left, having a radius of 500.00 feet, a central angle of 17°23'50", a chord bearing of N79°28'44"W, and a chord length of 151.24 feet, along the center line of the Kuna Canal;

Thence S00°11'35"W, 925.34 feet parallel with and 973.33 feet from the East line of the southeast quarter to the POINT OF BEGINNING.

EXHIBIT B
Permitted Exceptions

1. The lien of general real estate taxes and other governmental liens and assessments not yet due.
2. Rights of way for Kuna Canal.
3. Right of way for East Deer Flat Road.
4. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes, as disclosed in instrument or by action herein set forth.
For: Roadway
Disclosed: Warranty Deed
Recorded: June 4, 1919
Instrument No.: 80276, in Book 136 of Deeds at Page 241
5. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
In Favor of: Idaho Power Company
Recorded: August 6, 1974
Instrument No.: 895212

(continued on following page)

6. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: Pipeline
In Favor of: City of Kuna, a municipal corporation
Recorded: August 11, 2010
Instrument No.: 110074195
7. Matters disclosed by Record of Survey
Survey No.: 10672
Recorded: October 20, 2016
Instrument No.: 2016-100815
As Follows: Kuna Canal
8. Terms, conditions, and provisions of Memorandum of Agreement
Between: Margaret M. Hill Family Limited Partnership, an Idaho limited partnership and
Kuna Hill Development LLC, an Idaho limited liability company
Dated: February 10, 2017
Recorded: February 10, 2017
Instrument No.: 2017-013032
9. Mortgage
Dated: February 10, 2017
Mortgagor: Margaret M. Hill Family Limited Partnership
Mortgagee: Kuna Hill Development LLC, an Idaho limited liability company
Recorded: February 10, 2017
Instrument No.: 2017-013031

(end of Exhibit B)



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, Thomas Coleman, 3103 W. Sheryl Dr
 Name Address
Meridian, ID 83647
 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 JUB Engineers, Inc. 250 S Beechwood Ave, Suite 201, Boise, ID 83709
 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 2nd day of October, 2018

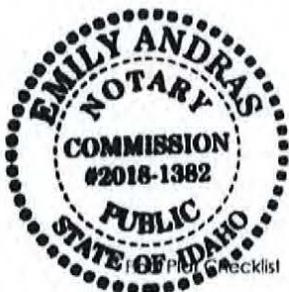
Signature

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

Notary Public for Idaho

Residing at: Ada County, Idaho

My commission expires: July 30, 2024



PLAT SHOWING Winfield Springs Subdivision No. 4

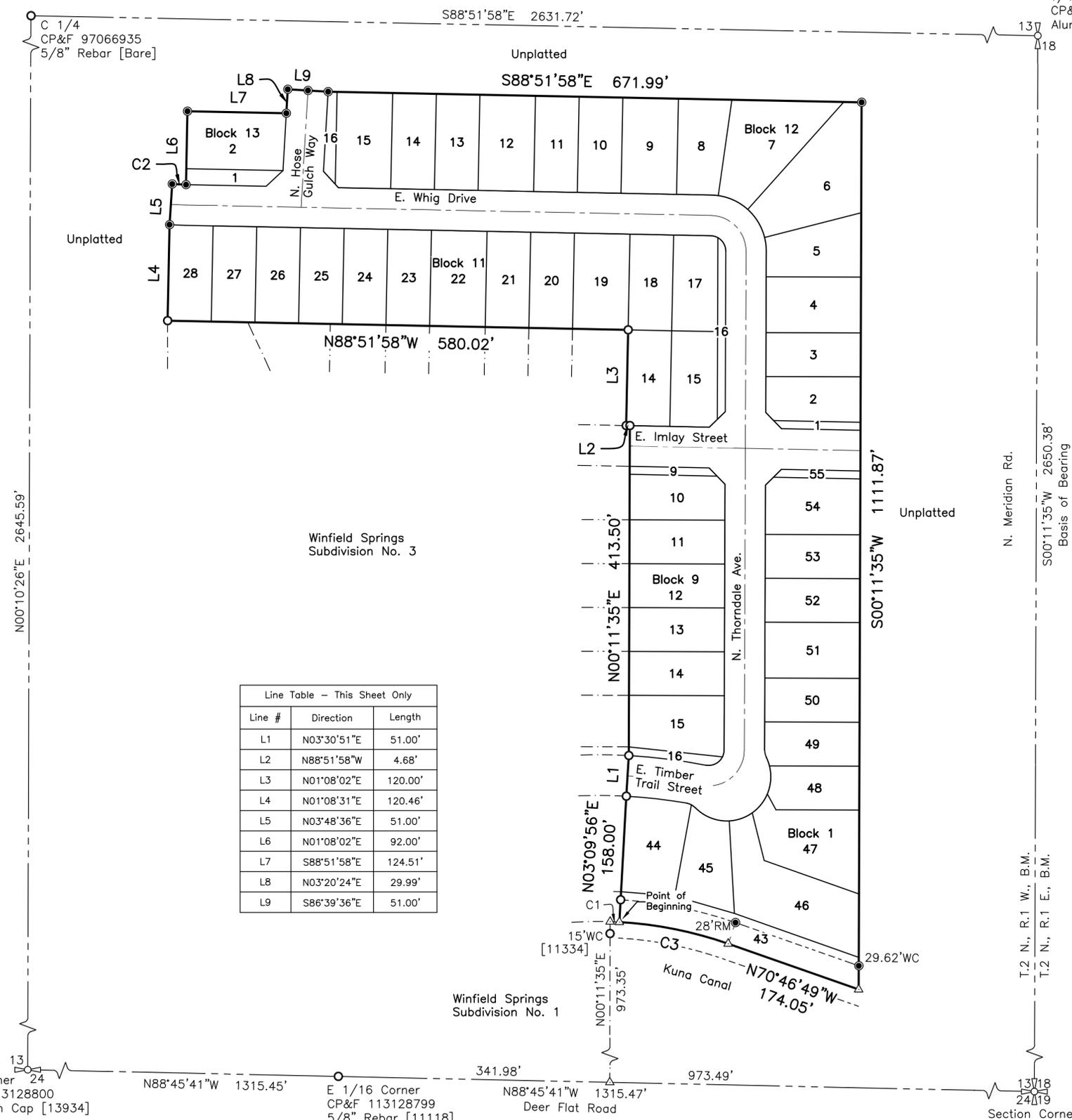
Situated in the Southeast Quarter of
Section 13, Township 2 North, Range 1 West, Boise Meridian,
City of Kuna, Ada County, Idaho.
2019

PLAT BOOK _____ PAGE _____

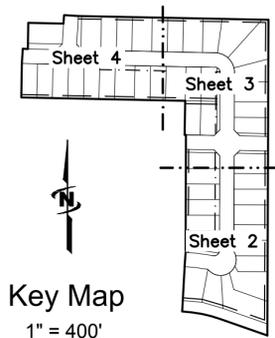
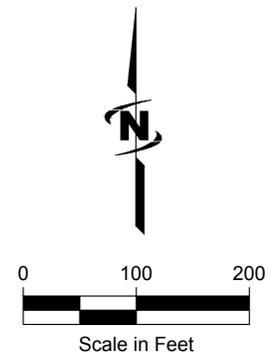
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	11.72'	500.00'	1°20'34"	S87°30'21"E	11.72'
C2	17.45'	373.67'	2°40'34"	S87°31'41"E	17.45'
C3	140.10'	500.00'	16°03'16"	N78°48'27"W	139.64'

Legend

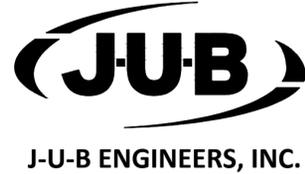
- Subdivision Boundary Line
- Lot Line
- Right-of-way Line
- Section Line
- Center Line
- Adjacent Property Line
- Match Line
- Utility Easement Line
- ACHD Sidewalk Easement Line
- Kuna Canal Easement Line
- Off-site Sewer Easement Line
- Off-site Drainage Easement Line
- ACHD Drainage & Utility Easement Line
- Kuna Irrigation Easement Line
- Section Corner
- Quarter-Section Corner
- Found 1/2" Rebar, with Plastic Cap Marked "J-U-B 16642", Unless Otherwise Noted
- Found 5/8" Rebar, with Plastic Cap Marked "J-U-B 16642", Unless Otherwise Noted
- Set 1/2"x24" Rebar, with Plastic Cap Marked "J-U-B 16642"
- Set 5/8"x24" Rebar, with Plastic Cap Marked "J-U-B 16642"
- Point Not Set or Found
- C# - Curve Number (Typical)
- L# - Course Number (Typical)
- # - Lot Number (Typical)
- [####] - PLS Number Found on Monument
- WC - Witness Corner
- RM - Reference Monument



Line #	Direction	Length
L1	N03°30'51"E	51.00'
L2	N88°51'58"W	4.68'
L3	N01°08'02"E	120.00'
L4	N01°08'31"E	120.46'
L5	N03°48'36"E	51.00'
L6	N01°08'02"E	92.00'
L7	S88°51'58"E	124.51'
L8	N03°20'24"E	29.99'
L9	S86°39'36"E	51.00'



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See Sheet 5 for Notes, Easement Notes, and Reference Documents

Section Corner
CP&F 2018-071257
Aluminum Cap [7323]

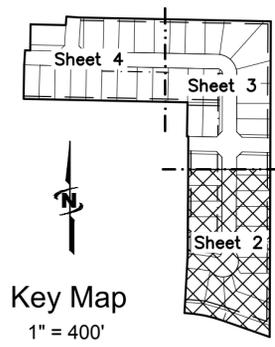
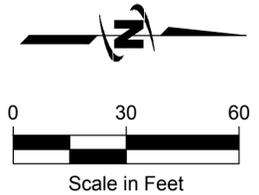
JUB Project No. 10-18-061

PLAT SHOWING Winfield Springs Subdivision No. 4

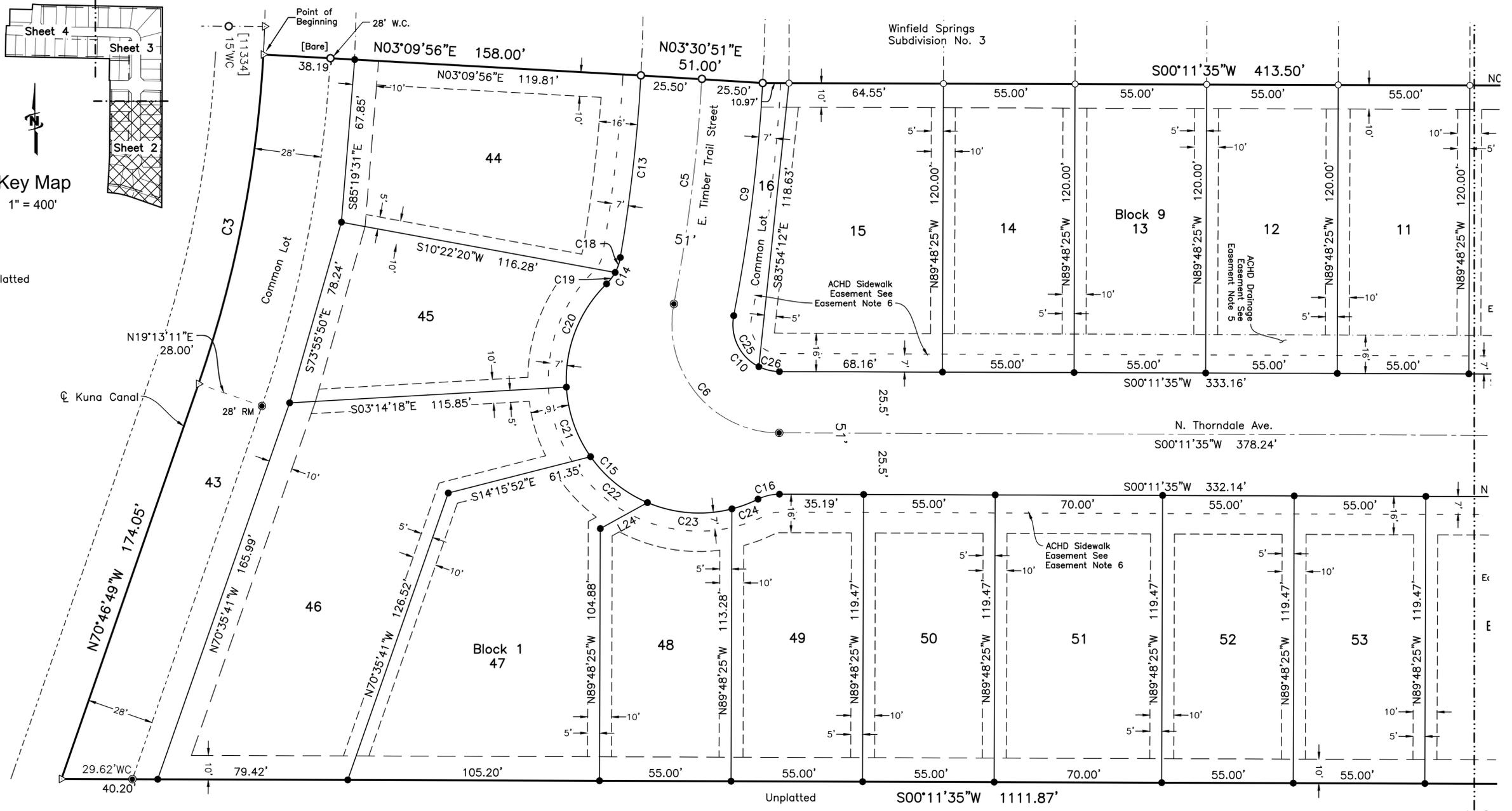
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Line Table - This Sheet Only

Line #	Direction	Length
L24	S28°45'48"E	22.50'



Unplatted



Curve Table - This Sheet Only

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C3	140.10'	500.00'	16°03'16"	N78°48'27"W	139.64'
C5	94.24'	683.50'	7°54'00"	N82°52'17"W	94.17'
C6	79.24'	45.00'	100°53'08"	N50°38'09"E	69.39'
C9	97.61'	709.00'	7°53'17"	N82°51'56"W	97.53'
C10	34.34'	19.50'	100°53'08"	N50°38'09"E	30.07'
C13	76.27'	658.00'	6°38'28"	N83°30'51"W	76.22'
C14	12.58'	20.00'	36°03'11"	N62°10'01"W	12.38'
C15	157.15'	55.50'	162°14'17"	N54°44'26"E	109.67'
C16	9.28'	20.00'	26°34'18"	S13°05'34"E	9.19'

Curve Table - This Sheet Only

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C18	6.60'	20.00'	18°55'16"	N70°43'59"W	6.57'
C19	5.98'	20.00'	17°07'55"	N52°42'23"W	5.96'
C20	47.56'	55.50'	49°05'52"	S68°41'22"E	46.12'
C21	31.04'	55.50'	32°02'33"	N70°44'26"E	30.64'
C22	30.89'	55.50'	31°53'38"	N38°46'20"E	30.50'
C23	36.03'	55.50'	37°11'56"	N04°13'33"E	35.40'
C24	11.63'	55.50'	12°00'18"	N20°22'33"W	11.61'
C25	25.44'	19.50'	74°44'11"	N63°42'38"E	23.67'
C26	8.90'	19.50'	26°08'57"	N13°16'04"E	8.82'



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See Sheet 1 for Legend
See Sheet 5 for Notes, Easement Notes,
and Reference Documents

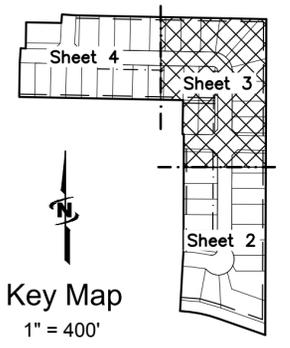
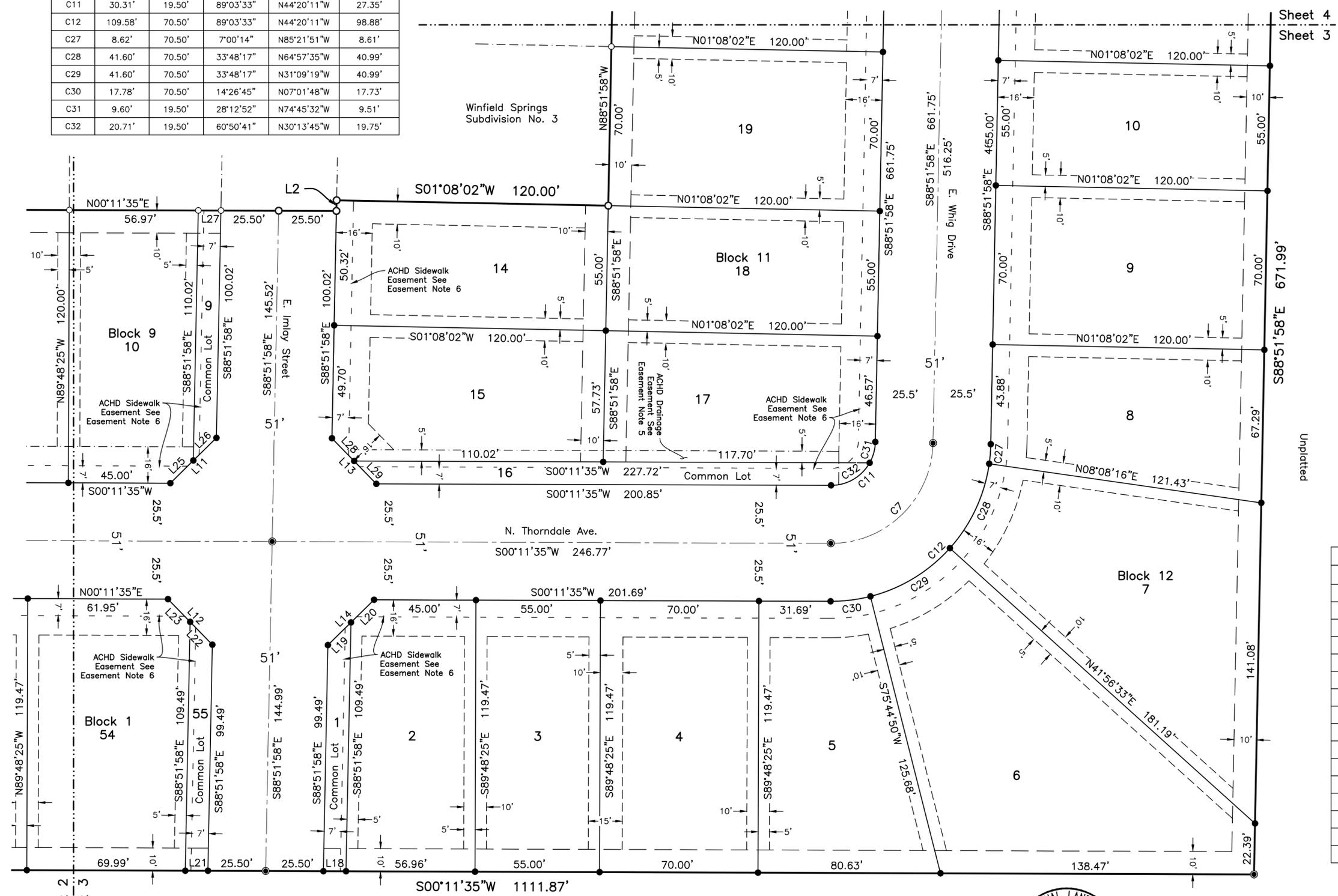
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PLAT SHOWING Winfield Springs Subdivision No. 4

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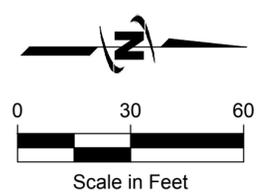
Curve Table - This Sheet Only

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C7	69.95'	45.00'	89°03'33"	N44°20'11"W	63.11'
C11	30.31'	19.50'	89°03'33"	N44°20'11"W	27.35'
C12	109.58'	70.50'	89°03'33"	N44°20'11"W	98.88'
C27	8.62'	70.50'	7°00'14"	N85°21'51"W	8.61'
C28	41.60'	70.50'	33°48'17"	N64°57'35"W	40.99'
C29	41.60'	70.50'	33°48'17"	N31°09'19"W	40.99'
C30	17.78'	70.50'	14°26'45"	N07°01'48"W	17.73'
C31	9.60'	19.50'	28°12'52"	N74°45'32"W	9.51'
C32	20.71'	19.50'	60°50'41"	N30°13'45"W	19.75'



Line Table - This Sheet Only

Line #	Direction	Length
L2	N88°51'58"W	4.68'
L11	N44°20'11"W	28.52'
L12	S45°39'49"W	28.05'
L13	N45°39'49"E	28.05'
L14	N44°20'11"W	28.52'
L18	S00°11'35"W	10.00'
L19	N44°20'11"W	14.26'
L20	N44°20'11"W	14.26'
L21	S00°11'35"W	10.00'
L22	N45°39'49"E	14.03'
L23	N45°39'49"E	14.02'
L25	S44°20'11"E	14.26'
L26	S44°20'11"E	14.26'
L27	N00°11'35"E	10.00'
L28	S45°39'49"W	14.02'
L29	S45°39'49"W	14.03'



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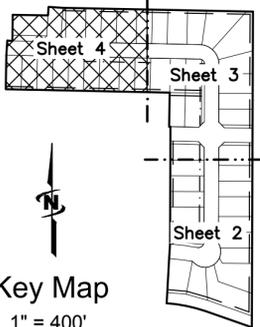
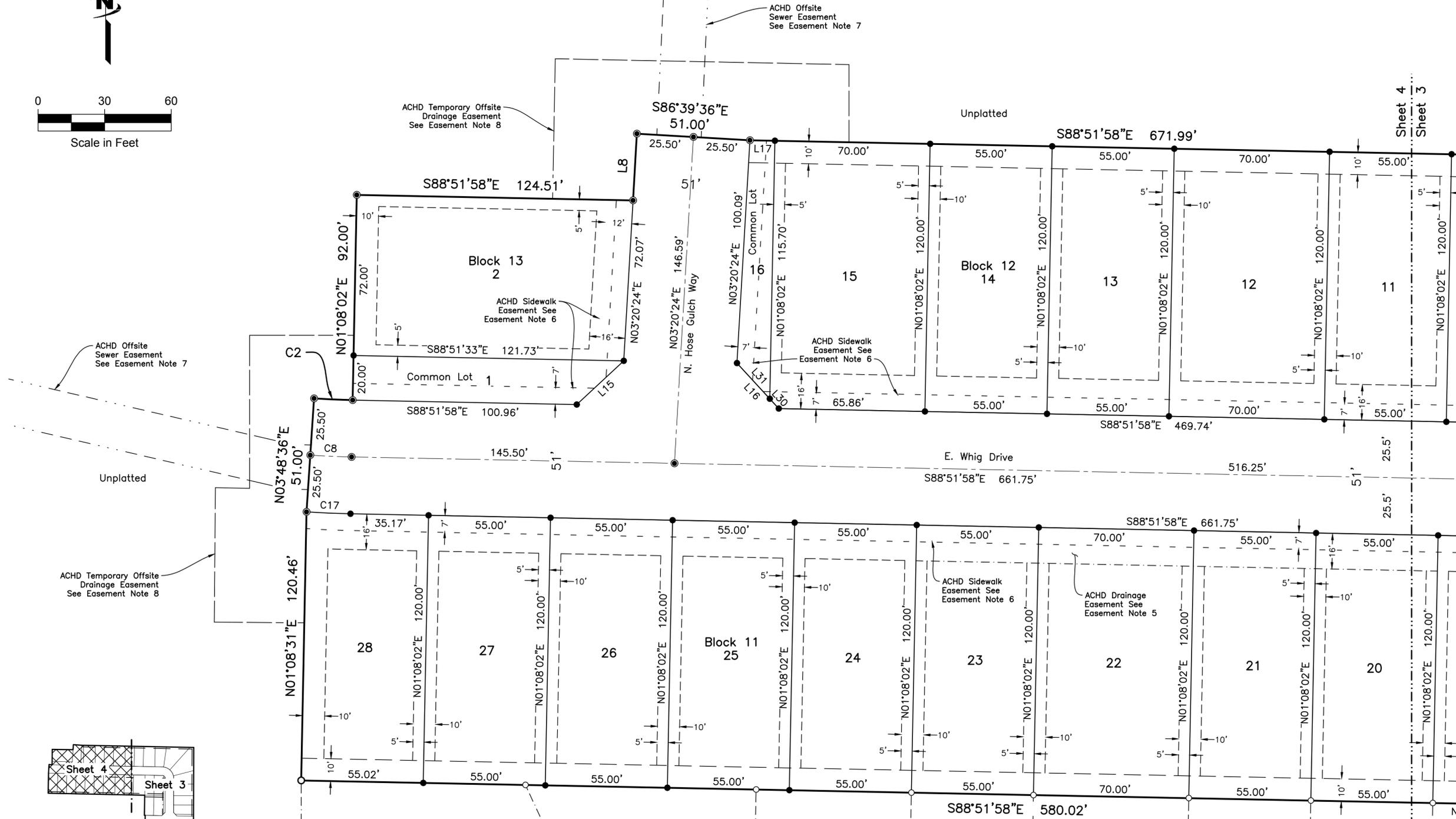
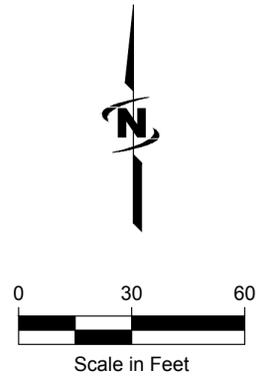
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See Sheet 1 for Legend
See Sheet 5 for Notes, Easement Notes, and Reference Documents

PLAT SHOWING Winfield Springs Subdivision No. 4

PLAT BOOK _____ PAGE _____



Line Table - This Sheet Only

Line #	Direction	Length
L8	N03°20'24"E	29.99'
L15	S47°14'13"W	28.82'
L16	N42°45'47"W	27.73'
L17	S88°51'58"E	11.24'
L30	N42°45'47"W	5.97'
L31	N42°45'47"W	21.77'

Curve Table - This Sheet Only

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C2	17.45'	373.67'	2°40'34"	S87°31'41"E	17.45'
C8	18.64'	399.17'	2°40'34"	S87°31'41"E	18.64'
C17	19.84'	424.67'	2°40'34"	S87°31'41"E	19.83'



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See Sheet 5 for Notes, Easement Notes, and Reference Documents

PLAT SHOWING Winfield Springs Subdivision No. 4

Notes

1. Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of re-subdivision.
2. Lots 43 and 55 of Block 1, Lots 9 and 16 of Block 9, Lot 16 of Block 11, Lots 1 and 16 of Block 12, and Lot 1 of Block 13 are common lots which shall be owned and maintained by the Winfield Springs Subdivision Homeowners Association, Inc. The ownership and maintenance commitment may not be dissolved without the express consent of the City of Kuna.
3. Minimum building setback lines shall be in accordance with the City of Kuna's Zoning Ordinance at the time of issuance of the individual building permit, or as specifically approved and/or required.
4. Lots shall not be reduced in size without prior approval from the health authority.
5. No additional domestic water supplies shall be installed beyond the water system approved in the sanitary restriction release.
6. Reference is made to the public health letter on file with Ada County Recorder regarding additional restrictions.
7. This Subdivision is located within zone X (area of Minimal Flood Hazard) as shown on FEMA National Flood Hazard FIRMette exported on 5/17/2018 at 10:16:52 AM. Panel No. 16001C0250J, Effective date 10/02/2003.
8. This development recognizes Section 22-4503 of Idaho Code, Right to Farm Act, which states, "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
9. 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 or drainage entity or district.
10. The Homeowners Association (HOA), its ownership, and maintenance commitments cannot be dissolved without the express written consent of the City of Kuna, Idaho. All improved individual lots are subject to the fractional share of the irrigation assessment for each HOA common lot that receives municipal irrigation. If the assessment is not paid by the HOA, the individual improved lots are subject to a lien for non-payment.
11. This Development is subject to ACHD License Agreement Instrument No. 2018-108853
12. See Record of Survey 10672 for additional boundary information.

Reference Documents

Subdivisions: Winfield Springs Subdivision No. 1, Winfield Springs Subdivision No. 2, Winfield Springs Subdivision No. 3

Surveys: ROSs 2060, 3684, 3985, 9004, & 10672.

Deeds: Warranty Deed 2017-013030 (Hill to Kuna Hill Development), & Grant Deed 2017-058573 (Kuna Hill Development to Toll ID I LLC).

Easements: _____ & _____

Release of Easements: _____

Easement Notes

1. Lots 55 of Block 1, Lots 9 and 16 of Block 9, Lot 16 of Block 11, Lots 1 & 16 of Block 12 and Lot 1 of Block 13 are designated as having a Utility Easement co-situated with said Lot (i.e. blanket easement).
2. All Utility Easements shown or designated hereon are non-exclusive, perpetual, shall run with the land, are appurtenant to the lots shown hereon, and are hereby reserved for the installation, maintenance, operation, and use of public & private utilities, sewer service, cable television/data; City of Kuna water, sewer & drainage; appurtenances thereto; and lot drainage.
3. The Kuna Irrigation Easements shown hereon are non-exclusive, perpetual, shall run with the land, and are hereby reserved for the installation, maintenance, operation, and use of City of Kuna irrigation pipes & boxes; and appurtenances thereto.
4. The Drainage Easements shown hereon are non-exclusive, perpetual, shall run with the land, and are hereby reserved for ACHD; the installation, maintenance, operation, and use of storm water drainage facilities and the appurtenances thereto. ACHD is responsible for the maintenance of said Drainage Easements
5. Portions of Lots 10, 11, 12, 13 & 14 of Block 9; Lot 16 and portions of Lots 15, 17, 20, 21, 22 & 23 of Block 11 are servient 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 Number 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.
6. See Instrument Number _____ for Existing ACHD Sidewalk Easements.
7. See Instrument Number _____ for Existing ACHD Offsite Sewer Easement.
8. See Instrument Number _____ for Existing ACHD Offsite Drainage Easement.
9. Kuna Canal widths provided by Boise Project Board of Control.
10. No Utility Easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping, parking, side & rear property line fences, or other such nonpermanent improvements.
11. All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.



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NOT FOR RECORDATION



City of Kuna

Findings of Fact and Conclusions of Law

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

To: Kuna City Council

Case Number(s): 16-03-S (Subdivision) and 16-06-AN (Annexation):
Winfield Springs Subdivision

Location: North of Deer Flat Road, east of N. Kay Avenue and west of Meridian Road/Highway 69, Kuna, Idaho 83634

Planner: Trevor Kesner, Planner II

Hearing Date: May 02, 2017
Findings: **May 16, 2017**

Applicant: Coleman Real Estate Holdings LLC
1116 S Vista Avenue, #471
Boise ID 83705
208-917-7216

Engineer/ Representative: **J-U-B Engineers, Scott Wonders**
250 S. Beechwood Ave., Ste. 201
Boise, ID 83709
208.323.9336
swonders@jub.com

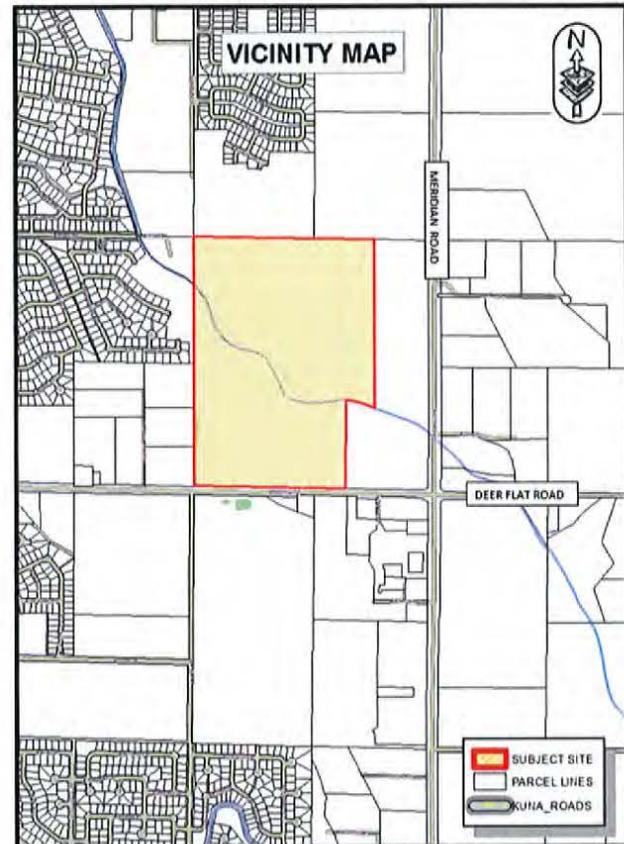


Table of Contents:

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| A. Course Proceedings | G. Procedural Background |
| B. Applicant Request | H. Factual Summary |
| C. Site History | I. Comprehensive Plan Analysis |
| D. General Project Facts | J. Conclusions of Law |
| E. Staff Analysis | K. Findings of Fact |
| F. Applicable Standards | L. Conditions of Approval |

A. Course of Proceedings

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that annexations and subdivisions are designated as public hearings, with the City Council as the decision-making body. These land use applications were given proper public notice and have followed the requirements set forth in Idaho Code, Chapter 65, Local Land Use Planning Act (LLUPA).

a. Notifications

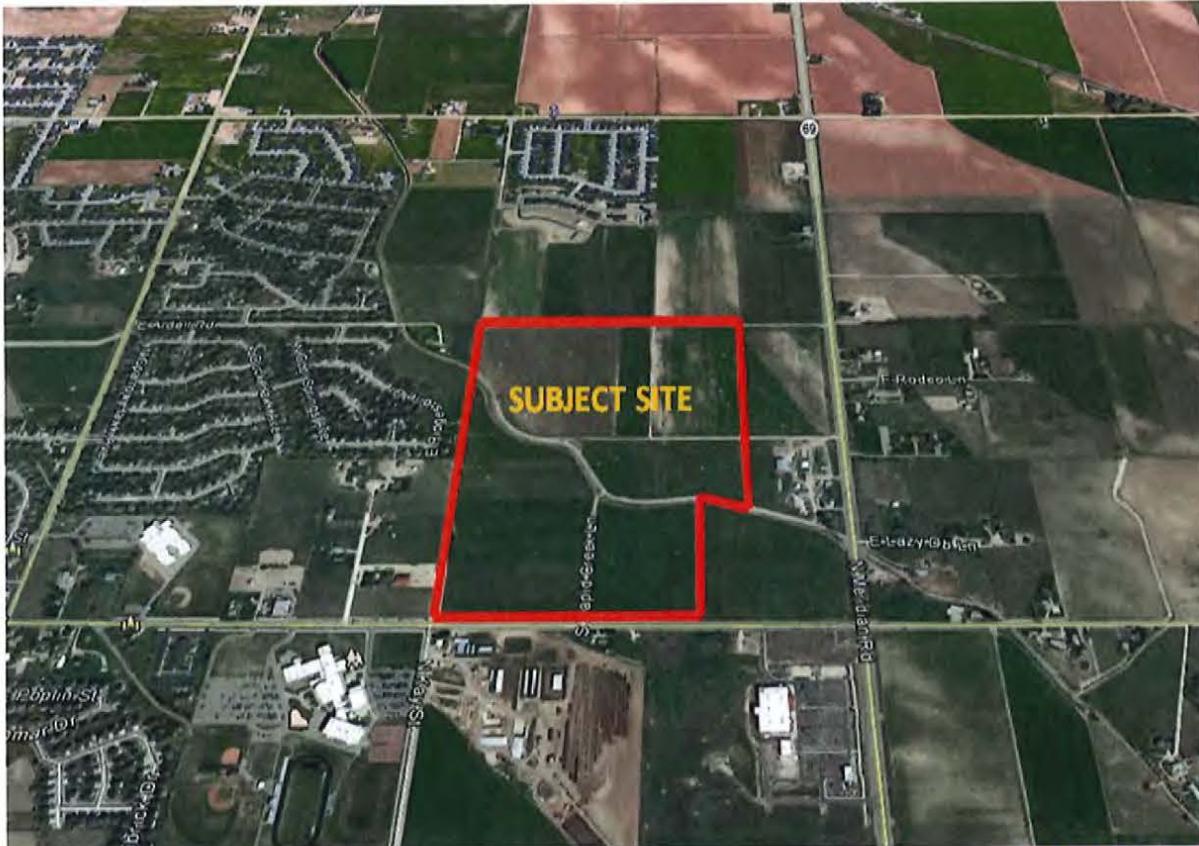
- | | |
|---------------------------|---|
| i. Neighborhood Meeting | August 2, 2016 |
| ii. Agencies | September 22, 2016 (Original Concept)
February 27, 2017 (Final Design) |
| iii. 300' Property Owners | April 14, 2017 |
| iv. Kuna, Melba Newspaper | April 12 and April 19, 2017 |

v. Site Posted

April 21, 2017

B. Applicant Request:

1. Coleman Real Estate Holdings, LLC represented by J-U-B Engineers, requests approval to annex approximately 111.18 acres into Kuna City limits with an R-6 residential zoning designation and subdivide the property into 342 single family residential lots, and 33 common lots, for the Winfield Springs Subdivision. The applicant has received Design Review approval for common area landscaping. The site is located approximately 900 feet northwest of the intersection of Deer Flat and Meridian Roads, Kuna, Idaho.

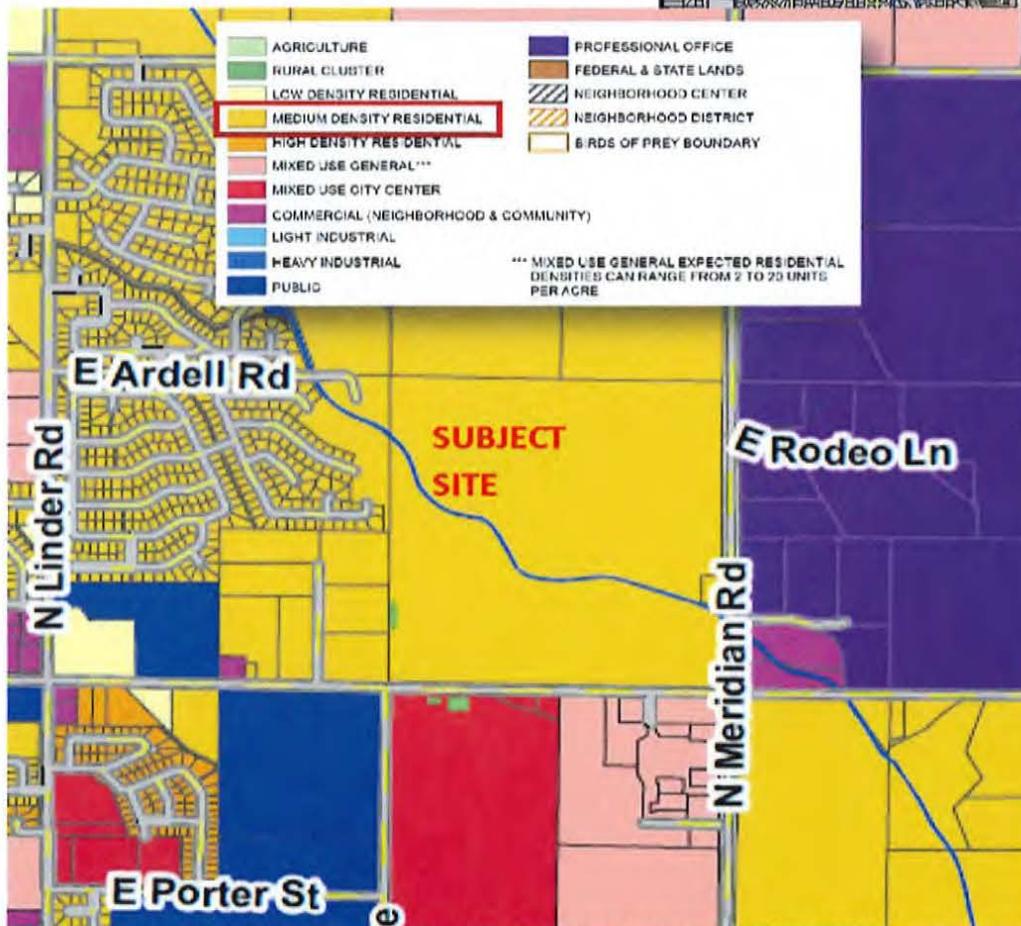
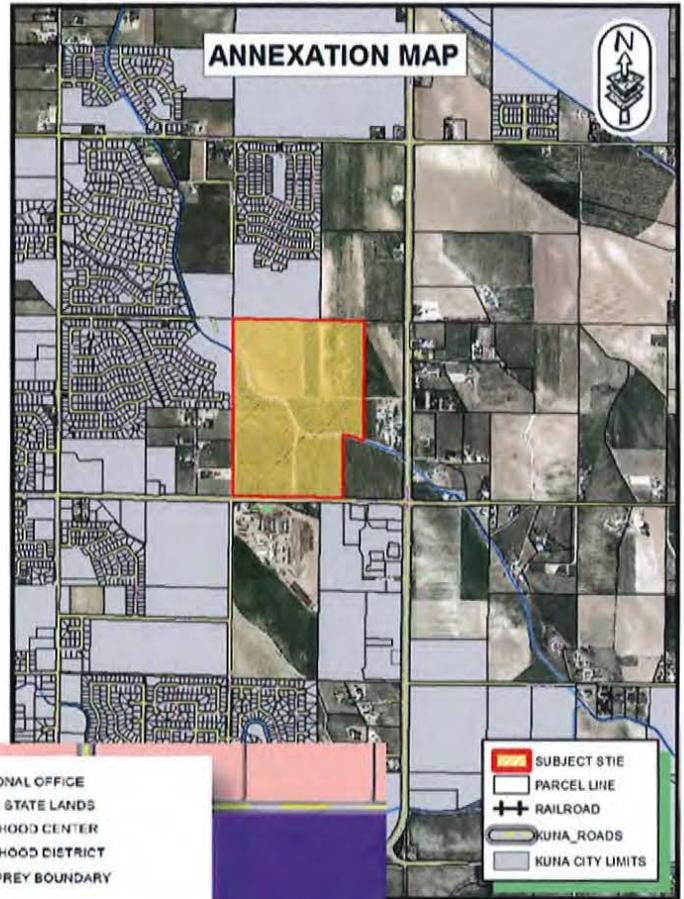
2. Site Location Map:

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- C. History:** Approximately 111.18 acres was split from the original parcel of approximately 152.17 acres in Ada County (October 20, 2016), and is contiguous to Kuna City limits on the north and west portions of the parcel. The remaining lands (approximately 41.66 acres) from the lot split which front Highway 69/Meridian Road are not part of this annexation request. This property has historically been used for agricultural purposes.

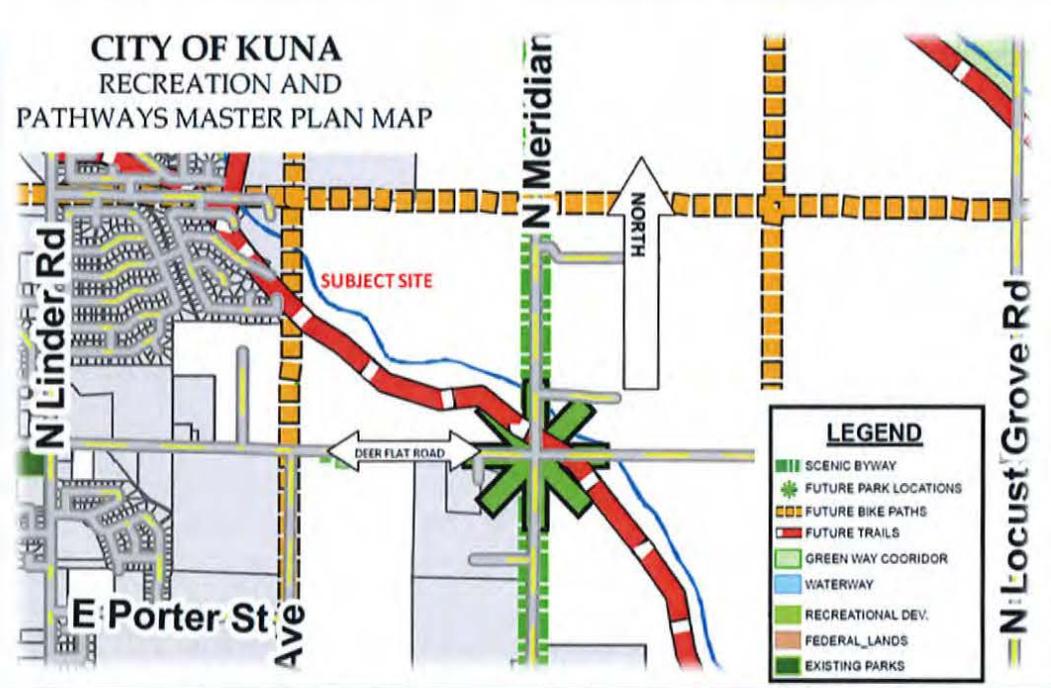
D. General Projects Facts:

1. **Comprehensive Plan Designation:** The City of Kuna's Future Land Use Map identifies the 111.18-acre subject parcel as Medium Density Residential. Staff views this land use request to be consistent with the approved Future Land Use Map.
2. **Kuna Comprehensive Plan Future Land Use Map:**
The Kuna Comprehensive Plan Future Land Use Map shown below in conjunction with the map legend indicates that the subject site is designated as Medium Density Residential. The applicant's request is consistent with the Future Land Use Map designation.



3. **Kuna Recreation and Pathways Master Plan Map:**

The Kuna Recreation and Master Pathways Plan map identifies a trail adjacent to the Kuna Canal waterway as it flows through the subject site. The applicants submitted, proposed landscape plan accommodates this trail designation along the Kuna Canal.



4. **Surrounding Existing Land Uses and Zoning Designations:**

North	R-6/ RR	Medium Density Residential – City of Kuna/ Rural Residential – Ada County
South	RR/ C-1	Rural Urban Transitional – Ada County/ Neighborhood Business District (commercial) – City of Kuna
East	RUT	Rural Urban Transitional – Ada County
West	RUT/ R-6	Rural Urban Transitional – Ada County/ Medium Density Residential – City of Kuna

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

- Approximately 111.18 acres
- RUT (Rural Urban Transitional) – Ada County
- Parcel # S1313449115 (Original Parcel)

6. **Services:**

- Sanitary Sewer – City of Kuna
- Potable Water – City of Kuna
- Irrigation District – Boise-Kuna Irrigation District
- Pressurized Irrigation – City of Kuna (KMID)
- Fire Protection – Kuna Rural Fire District
- Police Protection – Kuna City Police (Ada County Sheriff’s office)
- Sanitation Services – J&M Sanitation

7. **Existing Structures, Vegetation and Natural Features:** Currently there are no structures on the subject site. This site slopes slightly from the southwest to the north, but is otherwise generally flat. The Kuna Canal Lateral flows through the center of the subject parcel. On-site vegetation consists of agricultural crops which have historically been harvested annually.
8. **Transportation / Connectivity:** The applicant proposes to construct North Kay Avenue as a half street section from East Deer Flat Road to East Ardell Road; and extend East Ardell Road as a half street section from North Kay Avenue eastward to the project's eastern boundary, and extend the pavement to Highway 69 as a new roadway. The applicant will permit an access to Highway 69 at the alignment of East Ardell Road with Idaho Transportation Department (ITD). ITD and Ada County Highway District (ACHD) have approved the applicant's revised Traffic Impact Study (TIS).

ITD will require the applicant to install southbound right turn lanes on State Highway 69/Meridian Road. at both West Ardell and Deer Flat Roads. ITD recommends timing the installation of said southbound right turn lanes be coordinated with ACHD, as trips in the Highway 69 corridor increase with development.

- ACHD recommends a 36-foot wide street section for the extension of Kay Avenue and Ardell Roads, (which are classified as 'collectors') with vertical curb, gutter, 12-feet of additional pavement and a 3-foot wide gravel shoulder.
This recommendation aligns with Kuna City Code Title 6, Chapter 3, Section 6, which states that the minimum roadway width within City limits shall be thirty-six (36) feet wide, back of curb to back of curb, in all zoning districts.
- Applicant proposes a borrow ditch on the unimproved sides of Kay Avenue and Ardell Roads and either 7-foot wide attached concrete sidewalks, or 8-foot wide parkway strips with detached minimum 5-foot wide concrete sidewalk abutting the project site.
Kuna City Code Title 5, Chapter 17, Section 5 states that development along a Towncenter Collector or mid-mile section road shall install an eight-foot wide detached sidewalk along the accompanying property frontage within the public right-of-way and separated from the public vertical curb (or its alignment) by a four- to eight-foot wide irrigated and landscaped planter strip.

Internal streets are proposed as a 51-foot street width (back-of-curb to back-of-curb) with 8-foot wide parkway strips and detached 5-foot wide concrete sidewalks; except for North Windmill Avenue (primary subdivision entrance) off Deer Flat Road, which will utilize a 66-foot street width and include centerline landscape islands.

The applicant proposes seven access points to the site:

- Two (2) access streets on the west side of the project along North Kay Avenue extension (proposed *East Thorndale Street* and *East Wabash Street*);
- Two (2) access streets on the north side of the project (proposed *North Whig Avenue* and *North Woodfield Avenue*) along East Ardell Street extension;
- One (1) access on the south side of the project, from East Deer Flat Road (*proposed North Windmill Way*) to align with the future roadway constructed behind the Ridley's development.
- Two (2) stub streets on the east side of the project (proposed *East Wabash Street* and *East Fort Erie Street*), which are intended to be future points of access to the remaining lands that are not a part of these requests.

There are multiple pedestrian and bicycle pathway connections throughout the development to support alternative transportation choices for residents, and create a more walkable and pedestrian friendly neighborhood environment.

9. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site (see Exhibit B.7).

10. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:

- Kuna City Engineer (Gordon Law, P.E.) – Exhibit B.1
- Central District Health Department (CDHD) – Exhibit B.2
- Community Planning Association of Southwest Idaho (COMPASS) – Exhibit B.3
- Boise Project Board of Control – Exhibit B.4
- Idaho Transportation Department (ITD) – Exhibit B.5
- Ada County Highway District (ACHD) – Exhibit B.6
- Idaho Department of Environmental Quality – Exhibit B.7

E. Staff Analysis:

Coleman Real Estate Holdings, LLC represented by J-U-B Engineers requests approval to annex approximately 111.18 acres with a current county zoning designation of Rural-Urban Transition (RUT) into Kuna City limits with an R-6 (Medium Density Residential) zoning designation; and subdivide the subject property to create a 343-single family residential building lot subdivision (Winfield Springs). The applicant also proposes to develop 33 additional lots into common lots for the use by residents. The common lots will comprise 12.6% of the site, or approximately 14 acres, respectively. The common lots will be developed as open space (lawn), a playground, a community clubhouse and a swimming pool facility. Applicant also proposes a multi-use pathway that runs through the project adjacent the Kuna Canal which is consistent with Kuna's Recreation and Pathways Map. A Homeowners Association (HOA) will be established for the care and maintenance for all common lots.

Applicant is proposing seven (7) phases of development which will be driven by the consumer market. A Design Review application for the common area landscaping and buffers has been approved for the applicant's annexation and preliminary subdivision plat request.

Public services will be extended by the developer to the property from existing facilities to the north and south of the project. The project anticipates a new potable water supply and distribution well site to serve this development.

Staff has determined these applications comply with Kuna City Code, Title 5, Idaho Statute §50-222, and Kuna's Comprehensive Plan; and forwards a recommendation of approval for Case No.'s 16-03-S and 16-06-AN, to the City Council with the proposed conditions of approval.

F. Applicable Standards:

1. Kuna City Code Chapter 6 – Chapter 1-6; Subdivision Regulations,
2. Kuna City Code Title 5 – Chapter 1-17; Zoning Regulations,
3. City of Kuna Comprehensive Plan and Future Land Use Map,
4. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

G. Procedural Background:

The Planning and Zoning Commission held a Public Hearing on April 11, 2017, to consider Cases No.'s 16-03-S, 16-06-AN and 16-13-DR, including the submitted application documents, agency comments, staff's report, exhibits and public testimony presented at the hearing. The Commission recommended approval for Case No.'s 16-03-S and 16-06-AN to the City Council, and subsequently made findings on April 25, 2017 with the conditions as stated in Section 'L' of this report.

H. **Factual Summary:**

This site is located near the northwest corner (NWC) of the intersection of West Deer Flat and North Meridian Roads. Applicant proposes to annex approximately 111.18 acres into the City of Kuna as an R-6 (medium density residential) zoning designation. Applicant has submitted a preliminary plat to subdivide the parcel into 347 total lots (342 buildable; 33 common).

I. **Comprehensive Plan Analysis:**

The comprehensive plan is a living document, intended for use as a guide to governmental bodies. The plan is not law that must be strictly adhered to in the most stringent sense; it is to be used by public officials to assist in their decision making for the City. The following Comprehensive Plan components are applicable:

Goals, Policies and Objectives from the Kuna Comprehensive Plan:

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

Ensure the 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 evaluate with guidance from the City attorney and the Idaho Attorney General's six criterion established to determine the potential for property takings.

Comment: Utilizing the Idaho Attorney Generals criteria, and a review by the City Attorney, the proposed project does not constitute a "takings" and the economic value is intact.

Economic Development Goals and Objectives - Section 5 - Summary:

Ensure an adequate supply of housing for all income levels and facilitate pedestrian connections, both visually and physically, to enhance pedestrian movement.

Comment: The proposed application complies with the comprehensive plan by providing a mix of lot sizes, pathways and greenways to meet this goal.

Land Use Goals and Objectives - Section 6 - Summary:

Adopt a future land use plan and map that includes natural and developed open spaces, while providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups. Protect existing neighborhoods and ensure new development is sustainable and keeps Kuna desirable. Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles.

Comment: The project complies with the land use plan as adopted by the City by incorporating the following; open spaces and utilization of the Kuna Canal corridor for the future pathway, varied housing densities and types and promotes desirable, cohesive community character and a quality neighborhood.

Natural Resources Goals and Objectives - Section 7 - Summary:

Retain natural resources that contribute to Kuna's quality of life while developing a green grid of trails for bikes throughout the City for recreation and alternative transportation needs.

Comment: The proposed application provides pathways through the development as well as a trail along the Kuna Canal for recreation and alternate transportation modes.

Public Services, Facilities and Utilities Goals and Objectives - Section 8 - Summary:

Provide adequate services, facilities, and utilities for all City residents and annex contiguous properties that request City services. Ensure that development within Kuna connects into the City's sanitary sewer and potable water systems and continue expansion of the City's sewer systems as resources allow.

Comment: Kuna has adequate capacity to provide public services for this development and the authority to annex the requested lands into the City. This application will expand the City's sanitary sewer system, potable water and adds to the pressure irrigation mainline in an orderly fashion.

Transportation Goals and Objectives - Section 9 - Summary:

Work with ACHD, COMPASS, and ITD to promote and encourage bicycling and walking as transportation modes. Develop a transportation strategy and identify future transit corridors while requiring developers to preserve rights-of-way, to improve mobility on major routes while balancing land use planning with transportation needs.

Comment: Applicant provided a Traffic Impact Study. ACHD and ITD have provided comments and a staff report based on the applicants submitted documents; and the City engineer has provided a staff report. The project meets with the transportation goals of the City by extending public rights-of-way on North Kay Avenue and East Ardell Roads to create additional transportation connections.

Recreation Goals and Objectives - Section 10 - Summary:

Ensure a City wide system of parks, trails and recreational opportunities for a variety of year-round outdoor activities balancing active and passive open spaces with easy access for users. Encourage the development of community and neighborhood-centered recreational facilities including gathering places connected by trails, walkways, bikeways and horse paths.

Comment: Applicant's proposed subdivision incorporates trails along the Kuna Canal, open spaces, a playground, a pool facility for residents among other gathering places for the community (clubhouse), meeting the goals of the City.

Housing Goals and Objectives - Section 12 - Summary:

Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly residential development while discouraging developers from developing land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl.

Comment: Applicant has proposed 342 single family lots which will contribute to high-quality lots of varied sizes to be developed in a logical and orderly manner. The development adds trails and open space throughout the subdivision, creating a pleasant and walkable neighborhood environment.

Community Design Goals and Objectives - Section 13 - Summary:

Strengthen Kuna's image through good community and urban design principles that create self-sufficient neighborhoods. Foster good community design concepts that incorporate landscape features to serve as buffers between incompatible uses while reducing scale and create a sense of place.

Comment: The application incorporates sound community design and landscape features to buffer incompatible uses to create a sense of place for the community to foster neighborhood interactions and activities.

J. Conclusions of Law:

Based on the evidence contained in Case No's 16-03-S and 16-06-AN, the Kuna City Council finds Case No's 16-03-S and 16-06-AN complies with Kuna City Code and the Kuna Comprehensive Plan.

5. This request appears to be consistent and in compliance with Kuna City Code (KCC).

Comment: The proposed project meets the land use and area standards in Chapter 3, Title 5 of the KCC. Staff also finds that the proposed project meets all applicable requirements of Title 6 of the KCC.

6. The site is physically suitable for a subdivision.

Comment: *The 111.18 acre subdivision is large enough to include a mix of lot sizes, a community clubhouse and pool facility, a playground, open spaces, pathways and a trail along the Kuna Canal.*

7. The annexation and subdivision uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

Comment: *The land to be annexed is currently used as farmland and is not used as wildlife habitat. Roads, homes and open spaces are planned for construction according to City requirements and best practices. Staff is not aware of any environmental damage or loss of habitat associated with the development.*

8. The annexation and subdivision applications are not likely to cause adverse public health problems.

Comment: *The annexation of the property requires a zoning designation per Kuna Code 5-13-9. The medium density zoning designation and application for a residential subdivision requires connection to public sewer and water facilities, therefore eliminating the occurrence of adverse public health problems.*

9. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public, taking into account the physical features of the site, public facilities available to the site and existing adjacent uses.

Comment: *The annexation of lands and design of the subdivision considers the location of the property adjacent to the Kuna Canal, arterial and collector roadways (North Kay Avenue, East Deer Flat and East Ardell Roads) and the state highway system (Highway 69/Meridian Road). The subject property can be connected to the City's public sewer, water and pressure irrigation facilities. The adjacent uses are public, commercial and agriculture as proposed in the Kuna Comprehensive Plan Future Land Use Map.*

10. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.

Comment: *Correspondence from ACHD and Kuna Public Works confirms that the proposed streets and utility services are suitable and adequate for the residential subdivision project. A traffic impact study (TIS) prepared by Thompson Engineers was submitted with the application documents and has been accepted by the ACHD and ITD. ACHD confirms that the proposed streets within and adjacent to the subdivision are adequate for the proposed development. With the addition of a southbound right-hand turn lane off Highway 69/Meridian Road onto Deer Flat Road and West Ardell Road, as recommended by Idaho Transportation Department (ITD), the roadways in proximity to the project are adequate to accommodate the traffic that will be generated by the development.*

K. Council Findings:

1. This request appears to be generally consistent and in compliance with Kuna City Code (KCC).
2. The use appears to meet the general objectives of Kuna's Comprehensive Plan.
3. The site is physically suitable for a subdivision.
4. The annexation and subdivision uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
5. The annexation and subdivision applications are not likely to cause adverse public health problems.
6. The applications appear to avoid detriment to the present and potential surrounding uses; the health, safety, and general welfare of the public, taking into account the physical features of the site, public facilities and existing adjacent uses.

7. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.
8. Kuna City Council accepts the facts as outlined in the staff report, public testimony and the supporting evidence list as presented.
9. The Kuna City Council has the authority to approve, conditionally approve, or deny this annexation and subdivision applications.
10. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and Kuna City Ordinances.

L. Council Decision:

Note: 16-03-S (Subdivision) and 16-06-AN (Annexation): The proposed motion is to approve these requests. If the Council wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.

Based on the facts outlined in staff's report and public testimony during the public hearing, the City Council of Kuna, Idaho, hereby grants *approval* of Case No's 16-03-S and 16-06-AN; an annexation and preliminary plat for the Winfield Springs residential subdivision with the following conditions of approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer hook-ups.
 - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
 - d. The *Boise Project and Board of Control* shall approval any modifications to the existing irrigation system.
 - e. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permit.
2. A stub street (with utility stubs) shall be extended from the project south of the Kuna Canal to the property east of the project. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District, and Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and Idaho Transportation Department.
 - 2.1- Dedicate right-of-way in sufficient amounts to follow Kuna City and ACHD standards and widths.
3. Installation of utility service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2-W.
4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
5. Street lighting shall use LED lights, with spacing and wattages meeting KCC 5-4-6; applicant shall coordinate a street light plan for Planning and Zoning approval in concert with the prepared construction drawings for the project.
6. Parking within the site shall comply with KCC 5-9-3. A separate Design Review application is required for the community clubhouse and parking lot.

7. Fencing within and around the site shall comply with KCC standards.
8. A sign permit shall be obtained prior to any subdivision entrance sign construction and shall comply with KCC 5-10-4. Monument signs will require a separate design review.
9. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within three days or as the planting season permits as required to meet KCC 5-17-7 standards. Maintenance and planting within public rights-of-way shall be approved from the public entities owning the property.
10. Submit a petition to the City consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID) prior to requesting final plat signature from the City Engineer.
11. Should the City Engineer conclude there is a need for a potable water supply well in the area (based upon the forthcoming results of a comprehensive water master plan study), the developer will be required to provide land for the well site, three (3) phase power to the well site and a drain line for blow-off water.
12. The City Engineer concludes there is a need for a Pressure Irrigation pump station and a 600,000-gallon reservoir along the Kuna Canal. The City will construct the pump station and reservoir, if the developer extends a 12-inch Pressure Irrigation main from an existing 12-inch Pressure Irrigation main, located .05 miles south of the southwest boundary of the property in the Kay Street/Boise Avenue right-of-way; and the developer provide sufficient land for the pump station, three (3) phase power to the pump station site, and a drain line for water over-flow. The developer may be eligible for reimbursement for oversized facilities consistent with City policy.
13. The land owner/applicant/developer and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the Commission and Council, or seek amending them through public hearing processes.
14. The applicant's proposed preliminary plat (dated 02/02/17) and landscape plan (dated 09/16/2017) shall be considered binding site plans, or as modified and approved through the public hearing process.
15. Applicant shall follow staff, city engineer and other agency recommended requirements as applicable.
16. Compliance with all local, state and federal laws is required.

DATED: this 16nd day of May 2017.



Joe Stear
Kuna City Mayor

Attest:


Chris Engels
Kuna City Clerk

**DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
WINFIELD SPRINGS SUBDIVISION**

TOLL IDI, LLC
COLEMAN HOMES
3103 W SHERYL DRIVE, SUITE 100
MERIDIAN, IDAHO 83642
TELEPHONE: (208) 424-0020
FAX: (208) 424-0030
WWW.MYCOLEMANHOME.COM

WELCOME!

Welcome to Winfield Springs Community!

We are pleased that you have decided to become a member of our Community. The following document is the Declaration of Covenants, Conditions and Restrictions for the Community. The purpose of the Declaration is to ensure quality development and proper use of the Community; to protect the owner of each lot against undesirable development or use of surrounding parcels which may diminish the value of the Owner's Lot; to encourage the erection of attractive improvements at appropriate locations; to assure adequate free spaces between structures; to provide for well-maintained and unifying landscaping; and to enhance and protect the value, desirability and attractiveness of the development.

A few of the important details set forth in this Declaration include:

- Rules for Voting and Governance by Bellano Creek Homeowners Association, Inc.
- Architectural Review Standards and Requirements
- Use Restrictions
- Appearance and Maintenance Requirements
- Common Area Limitations
- Assessments and Budgets

Please note that this Declaration is the primary governing document for the Community. Please read it carefully. We make no representations of any kind, express or implied, through any agent, realtor, employee or otherwise, except as set forth in this Declaration. We expressly disclaim any and all other representations, warranties, statements or information not set forth herein.

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WINFIELD SPRINGS SUBDIVISION

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BELLANO CREEK SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions for Bellano Creek Subdivision (this “**Declaration**”) has been adopted as of November 12, 2013. Capitalized terms not otherwise defined in the text hereof are defined in Article 11.

RECITALS

WHEREAS, the Property subject to this Declaration (the “**Property**”) is all real property (other than real property dedicated to the public) that is the subject of the Plat of Isola Creek Subdivision No. 1 filed in Book 106 of Plats at Pages 14538 through 14539 as Instrument No. 113124071 in the office of the Recorder of Ada County, Idaho (“**Phase 1 Plat**”), which is incorporated herein by reference.

WHEREAS, this Declaration sets forth a set of the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively “**Restrictions**”) that will apply to the Property, which Restrictions are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property and to ensure a well-integrated, high quality development.

NOW, THEREFORE, 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 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 and Restrictions set forth herein shall run with the land constituting the Property, and with each estate therein, and shall be binding upon any Person 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, each Person or Owner having or holding an interest in the Property and such Person’s or Owner’s successors in interest, and may be enforced by Grantor, any Owner or Owner’s successors in interest, any Person having or holding an interest in the Property or such Person’s successors in interest, or by the Association.

**ARTICLE 1 GOVERNANCE AND ADMINISTRATION:
ASSOCIATION**

1.1 Organization of Association. The Association shall be charged with the duties and invested with the powers prescribed by law and set forth in the Project Documents. Neither

the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Each Owner shall abide by and benefit from the provisions, covenants, conditions and restrictions contained in the Project Documents.

1.2 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 per Lot in the Association. Memberships in the Association shall be appurtenant to, and may not be separated from ownership of a Lot. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of an Owner's title to a Lot 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.

1.3 Membership Voting. The Association will have two (2) classes of memberships:

1.3.1 Class A Members. Class A Members shall be the Owners of Lots, excluding Grantor for so long as Grantor is the Class B Member. Following the Class B Member Termination Date (defined below), at all meetings of the Association each Class A Member will be entitled to one (1) vote for each Lot owned by such Member. Upon the Class B Member Termination Date, to the extent Grantor owns a Lot, Grantor shall become a Class A Member and shall be entitled to one (1) vote for each Lot owned by Grantor.

1.3.2 Class B Member. Grantor, by and through Grantor's designated representative, shall be the Class B Member, and shall be the sole voting member of the Association entitled to vote the collective voting power of all Lots until the Class B Member Termination Date. The Class B Member shall be entitled to one (1) vote for each Lot, whether or not such Lot is owned by the Class B Member. The Class B Member shall cease to be a voting Member in the Association upon the date ("**Class B Member Termination Date**") that is the earlier to occur of the following: (i) the date upon which Grantor no longer owns any Lot; (ii) the date Grantor informs the Board in writing that Grantor no longer wishes to exercise its rights as the Class B Member, or (iii) September 1, 2023.

1.4 Board of Directors and Officers. The Board of Directors and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws shall carry out all of the powers and duties of the Association as set forth herein and in the Articles and Bylaws of the Association and shall be selected as follows:

1.4.1 Selection of Board Prior to Class B Member Termination Date. Until the Class B Member Termination Date, the Board shall consist of not less than three (3) members of the Board ("**Directors**") nor more than seven (7) Directors, all appointed by the Class B Member in the Class B Member's discretion. The Class B Member shall have the right and authority to remove and replace any Director, with or without cause, in the Class B Member's discretion. The Class B Member shall have the right to voluntarily

terminate its right to appoint Directors and to fill vacancies pursuant to this Section. Directors appointed by the Class B Member need not be Members.

1.4.2 Selection of Board after Class B Member Termination Date. Subsequent to the Class B Member Termination Date, the Board shall be comprised of Directors selected by the Members as provided for in the Bylaws.

1.4.3 Vacancies on the Board. Vacancies on the Board occurring prior to the Class B Member Termination Date shall be filled by the Class B Member. Thereafter, vacancies on the Board occurring between meetings of the Members may be filled by the majority vote of the remaining Directors then sitting on the Board. Upon an annual meeting or a special meeting called for the purpose of filling the vacancy, the Members shall designate a new Director to fill the vacancy on the Board.

1.5 Power and Duties of the Association.

1.5.1 Powers. The Association shall have all the powers of a profit or non-profit corporation organized under the applicable provisions of the Idaho Code, or the powers of any other entity chosen by Grantor, as those powers are set forth in the applicable sections of the Idaho Code and the Project Documents, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Project Documents. The Association shall have the power and authority 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 the Project Documents, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper ownership, management and operation of the Common Area and the Association's other assets, and the performance of the other responsibilities herein assigned, including, by way of illustration and not limitation:

1.5.1.1 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 or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Project Documents, and to enforce by injunction or otherwise, all provisions hereof.

1.5.1.2 Delegation of Powers. The authority to delegate all or any portion of its powers and duties to committees, officers, employees or to any Person to act as manager, and to contract with the Association for the maintenance, repair, replacement and operation of any 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. All contracts for management of any Common Area shall be for a term not exceeding one (1) year, and shall be subject to review by the Board upon termination of the Class B membership.

1.5.1.3 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems

reasonable and appropriate, including but not limited to rules and regulations regarding the use of the Common Area and such other rules and regulations that the Association deems reasonable and appropriate. Any Association Rules shall apply equally to all Owners. 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 such Association Rules are inconsistent with or less restrictive than any other provisions of this Declaration, the Articles, Bylaws, and/or Architectural Design Guidelines, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles, Bylaws, or Architectural Design Guidelines to the extent, but only to the extent of any such inconsistency.

1.5.1.4 Improvements. The authority to own, maintain, repair, replace and operate any Improvements, including but not limited to landscaping islands, bridges, bridge facades, street lights, any Association club house, pump or lift stations, median strips, sidewalks and pathways located within any public right-of-way or Common Area within the Property, and planter strips on Lots between sidewalks or pathways and the roads running adjacent to such Lots. The Association shall also have the power to own, maintain, repair, replace and operate any of the above specified Improvements, or similar Improvements, located within a Lot or within any other portion of the Property. The Association shall also have the authority and power to take corrective actions regarding Improvements located on any portion of the Property to bring such Improvements into compliance with all applicable laws and the provisions of the Project Documents.

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

1.5.1.6 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 same, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining the following:

1.5.1.6.1 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;

1.5.1.6.2 Public and other 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; and

1.5.1.6.3 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 pedestrian and 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-five (25) years after the death of the individuals executing this Declaration on behalf of Grantor.

1.5.1.7 Other. Such other and further powers as the Association Board deems reasonable and appropriate, it being the intent of the undersigned that the Association have broad power and authority consistent with the Project Documents and applicable law.

1.5.2 Duties. In addition to duties necessary and proper to carry out the powers delegated to the Association by the Project Documents, without limiting the generality thereof, the Association or its agents, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

1.5.2.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, with the Improvements constructed thereon, including the repair and replacement of property damaged or destroyed by casualty loss, including but not limited any signs placed at the entrances to or otherwise in the vicinity of the Property. The Association shall, at Grantor's discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association;

1.5.2.2 Operation and Maintenance of Storm Drainage Facilities. Operate and maintain or otherwise provide for the operation and maintenance of all public and other storm drainage facilities, including but not limited to drainage pipes and

collection ponds located on and through the Lots or Common Area and the repair and replacement of property damaged or destroyed by casualty loss;

1.5.2.3 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;

1.5.2.4 Maintenance of Berms, Retaining Walls and Fences. Maintain any berms, retaining walls, fences and water amenities within and abutting any Common Area. The Association shall also be responsible for maintaining or repairing the exterior surface of any fences abutting any Common Areas. For the purposes of this Declaration exterior surface shall be deemed the surface facing the Common Area or public right-of-way. If any repairs or replacements will affect the external appearance of such fences, the Association shall be responsible for such repairs or replacements. Costs of repair, replacement and maintenance of such fences shall be passed on to Owners as a Regular Assessment except for any repair or replacement made necessary as a result of the negligence or willful conduct of an Owner, which shall be the obligation of that Owner;

1.5.2.5 Improvements. Maintain, improve, operate, repair and replace any facilities and Improvements, including but not limited to drainage systems or facilities, street lights, bridge facades, pathways, sidewalks, planter strips, landscape islands or median strips, and landscaping or landscaping improvements, which the Association is obligated, or otherwise deems advisable, to maintain, operate, repair and replace, pursuant to this Declaration, Project Documents, any Plat, license, easement, agreement or applicable governmental approvals;

1.5.2.6 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area or against the Property, 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 and/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;

1.5.2.7 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area, and to own and/or manage for the benefit of the Owners all water rights and rights to receive water

held by the Association, whether such rights are evidenced by license, permit, claim, decree, stock ownership or otherwise;

1.5.2.8 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, and to the extent possible to obtain, including, without limitation the following policies of insurance:

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

1.5.2.8.2 Comprehensive public liability insurance insuring the Board, the Association, Grantor and the individual grantees, tenants, agents and employees, invitees and guests of each of the foregoing against any liability incident to the ownership and/or use of the Common Area. Limits on 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;

1.5.2.8.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000);

1.5.2.8.4 Such other insurance, including motor vehicle insurance and worker'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;

1.5.2.8.5 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; and

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

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

1.5.2.10 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 Project Documents and any and all applicable laws, ordinances, rules and regulations.

1.6 Meetings of the Association. The Association shall hold an annual meeting and special meetings all as provided for in the Bylaws.

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

1.7.1 A pro forma operating statement or budget representing the Association for each fiscal year shall be made available for distribution not less than sixty (60) days after the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable.

1.7.2 Within ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and available for delivery upon request 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 available for distribution upon request to each Member within ninety (90) days after the end of each fiscal year.

1.8 Manager. The Association may employ or contract for the services of a professional manager or management company ("**Manager**"), provided that no such employment or contract shall have a term of more than one (1) year, and each such contract shall be subject to cancellation by the Association with or without cause and without payment of a termination fee; provided thirty (30) days or more prior written notice is provided. The Manager so employed or contracted with shall not have the authority to make expenditures chargeable against the Association except upon specific prior written approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by such Manager of any such duty, power or function so delegated by or on behalf of the Board. The Association may contract with Grantor or any affiliate of Grantor to act as Manager pursuant to the terms of this Section 1.8.

1.9 Personal Liability; Indemnification. No member of the Board, or member of any committee of the Association, or any officer of the Association, or 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 officer, committee or other representative or employee of the Association, Grantor or the Committee, 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.

The Association shall defend, indemnify and hold harmless Grantor against and from any and all actions, causes of action, judgments, damages, liability, costs, attorneys' fees, expenses or compensation of any kind whatsoever, and from any other claim of any nature, known or unknown, raised or not, contingent or mature, that may be brought against Grantor and arise out of or are in any way connected with the Property, the Association, the Board or the Committee.

ARTICLE 2 GOVERNANCE AND ADMINISTRATION: ARCHITECTURAL REVIEW COMMITTEE

2.1 Creation; Grantor's Right of Appointment. At its discretion, the Board shall appoint no less than three (3) and no more than five (5) individuals to serve on an architectural review committee (the "Architectural Review Committee" or "Committee"). Until such individuals are appointed, the Board shall serve as the Architectural Review Committee. If a vacancy on the Committee occurs and a permanent replacement has not yet been appointed, the Board may appoint an acting Member to serve for a specified temporary period not to exceed one (1) year. A member of the Committee need not be an Owner. The Board shall have the exclusive right to appoint, remove and replace all members of the Committee; members of the Committee may be removed immediately at any time without cause. The Committee shall review, study and either approve or reject the proposed Improvements on the Property, all in compliance with the Declaration and the Architectural Design Guidelines. Except as otherwise set forth herein, any action or decision made by a majority of the Committee shall be the binding decision of the entire Committee. The Committee is authorized to retain the services of one or more consulting architects, landscape architects, engineers, designers and other consultants to advise and assist the Committee on a single project, on a number of projects or on a continuing basis. The actions of the Committee in the exercise of its discretion by its approval or disapproval of the proposed Improvements on the Property, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

2.2 Improvements Generally. No Improvements on any portion of the Property shall be constructed, reconstructed, placed on or removed from the Property without prior written consent of the Committee, and without being in compliance with the Project Documents and the Architectural Design Guidelines. The Architectural Design Guidelines shall be developed and used by the Committee to ensure that all Improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location on the Building Envelope, height, grade and finish ground elevation, natural conditions, landscaping and all aesthetic considerations, including guidelines designed to protect the special qualities of the Property, and to encourage creative design, by providing general architectural, design and construction guidelines (including Building Envelope guidelines), landscape guidelines (including a description of existing, natural conditions and vegetation), submittal and review procedures, and fees and charges for review. The Architectural Design Guidelines shall be drafted to conform to this Declaration, the Articles and Bylaws, and must be approved by the Board prior to implementation. In the event of a conflict between the Architectural Design

Guidelines and this Declaration, the Articles and the Bylaws, this Declaration, the Articles or Bylaws, as the case may be, shall govern. The content of the Architectural Design Guidelines may be modified and amended from time to time as provided in the Architectural Design Guidelines, and in all events can be modified and changed by a majority vote of the Board.

2.3 Expenses. All expenses of the Committee shall be paid by the Association. The Committee shall have the right to charge reasonable fees for applications submitted to it for review, in amounts which may be established by the Committee from time to time, and such fees shall be collected by the Committee and remitted to the Association to help defray the expenses of the Committee's operation, including reasonable payment to each member of the Committee for their services as provided herein. The Committee fees may also be increased from time to time as necessary to reflect increases in the cost of the Committee's performance of its duties and responsibilities under this Section. Each Owner, by submitting a design review application to the Committee, agrees to pay any additional reasonable fees based on costs incurred by the Committee in retaining consultants for the review and approval of the Owner's application(s).

2.4 Non-Liability of Committee Members. Approval by the Committee does not assure approval of the Improvements by any appropriate governmental or quasi-governmental agency, board or commission. Neither the Committee nor any of its members shall be responsible or liable to any Association or to any Person, Owner or Grantor with respect to any loss, liability, claim or expense which may arise by reason of any approval or denial of any Improvements. Neither the Board, Committee or any agent thereof nor Grantor or any of its partners, employees, agents or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved, nor for any structural or other defects in any work done according to such plans and specifications. In any and all events, the Committee shall be defended, indemnified and held harmless by the Association in any such suit or proceeding which may arise by reason of the Committee's decision. The Association, however, shall not be obligated to defend, indemnify and hold harmless any member of the Committee to the extent any such member of the Committee shall be adjudged (after exhausting any appeal rights) to be liable for willful misconduct or bad faith in the performance of such member's duty as a member of the Committee, unless and only to the extent that the court in which such action or suit may be brought shall determine that, despite the adjudication of liability, but in view of all circumstances of the case, such member is fairly and reasonably entitled to indemnification and defense for such expense if such court shall deem it proper.

2.5 Variations. The Committee may authorize variances from compliance with any of the Architectural Design Guidelines, 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. Such variances must be evidenced in writing and must be signed by at least three (3) members of the Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or the Architectural Design Guidelines 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 or the Architectural Design Guidelines for any purpose except as to the particular property 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 the Owner's use of the Property, including but not limited to zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority.

ARTICLE 3 ASSESSMENTS

3.1 Covenant to Pay Assessments. By acceptance of a deed to any Lot, each Owner of such Lot thereby 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 Project Document.

3.1.1 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.

3.1.2 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 or she remains an Owner.

3.2 Uniform Rate of Assessment. All Assessments must be fixed at a uniform rate for each type of Lot, but the basis and rate of Assessments for each type of use may be varied. Lots shall be assessed on the basis appropriate for each type of use, as determined by the Board from time to time.

3.3 Initial Set-Up Assessment; Transfer Assessments. Upon conveyance of a Lot from Grantor to an Owner, other than an affiliate of Grantor, Grantor shall pay an "Initial Set-Up Assessment" of Two Hundred Fifty and No/100ths Dollars (\$250.00) to the Association at the closing of such conveyance. Upon any subsequent sale, conveyance or other transfer of a Lot, the acquiring Owner shall pay a "Transfer Assessment" of Two Hundred Fifty and No/100ths Dollars (\$250.00) to the Association at the closing such acquisition. The Association may waive the Transfer Assessment where the sale, conveyance or other transfer is (a) conveyance of a Lot between co-Owners of such Lot (i.e., co-tenant owners or community property owners), (b) from an Owner to a trust in which the transferring Owner is the current income beneficiary, (c) from an Owner to an entity wholly owned by the transferring Owner. The amount of the Initial Set-Up Assessment and the Transfer Assessment may be adjusted by the Board from time to time.

3.4 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.

3.4.1 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 but not limited to the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area, including all Improvements located on such areas owned and/or managed and maintained by the Associations (the "**Operating Expenses**"), and an amount allocated to an adequate reserve fund to be used for repair, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Associations that must be replaced and maintained on a regular basis (the "**Repair Expenses**"). The Operating Expenses and the Repair Expenses, and any other expenses necessary to acquire all assets and services and to otherwise carry out the powers, duties and responsibilities of an Association, are collectively referred to herein as the "**Expenses.**"

3.4.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis as provided for in the Bylaws.

3.4.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Project Documents, payment of Regular Assessments to an Association in monthly, quarterly, semi-annual or annual installments. Regardless of the installment schedule adopted by the Board, the Board may bill for Assessments monthly, quarterly, semi-annually or annually, at its discretion. 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 Lots attributable to the Owner by the total number of Lots in the Property.

3.5 Special Assessments.

3.5.1 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, improvement, protection, maintenance, repair, management and operation of Improvements upon the Common Area, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

3.5.2 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.

3.6 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Member

and/or such Member's Lot as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Lot or Improvements into compliance with the provisions of the Project Documents, for damage caused by the Member, or any member of the Member's family, representatives or invitees, to any Common Area or any other portion of the Property, for the operation, maintenance, repair and replacement of the Common Driveway Lots, or for otherwise providing any goods or services benefiting less than all Members or such Members' Lots.

3.7 Assessment Period. Unless otherwise provided in the Project Documents, the Assessment period shall be determined by the Board. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal installments or in a single payment due at closing on the sale of a Lot, at the discretion of the Board.

3.8 Notice and Assessment Due Date. Except with regard to the Initial Assessment, thirty (30) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Lot subject thereto, and to any Person in possession of such Lot by the Association. The Association shall determine if payments for all Assessments shall be due monthly, quarterly, semi-annually or annually. The Assessment installment schedule shall be the same for all Association Assessments. 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 may accrue, at the Board's discretion, with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days may accrue, at the Board's discretion, interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's 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 be exempt from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Lot.

3.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in the Project Documents, written notice of any meeting called for the purpose of levying a Special Assessment by the Association, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members and to any Person in possession of a Lot not less than fifteen (15) days nor more than thirty (30) days before such meeting. Quorum requirements shall be as provided for in the Bylaws.

ARTICLE 4 ENFORCEMENT OF ASSESSMENTS; LIENS

4.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Lot, upon becoming an Owner of such 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 attorneys' 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 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.

4.2 Assessment Liens.

4.2.1 Creation. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against such 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 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 Lots upon recordation of a claim of lien with the Ada County Recorder's Office. 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 Lot and Assessments on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

4.2.2 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 Ada County Recorder's Office a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of preparing and recording such notice, but subtracting therefrom any credits and offsets, if any), a sufficient description of the Lot(s) against which the same have been assessed, the name of the record Owner thereof and the name of the Association. 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.

4.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court.

4.4 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Lot shall not be subordinate to the lien of any Mortgage except the lien of a First Mortgage given and made in good faith and for value that is of record as an encumbrance against such Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Article 4, the sale or transfer of any 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.

4.5 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no Amendment of this Declaration shall operate to defeat the rights of the beneficiary under any deed of trust or a mortgagee under any mortgage upon a Lot made in good faith and for value, and recorded prior to the recordation of such Amendment, provided that after the foreclosure of any such deed of trust or mortgage such Lot shall remain subject to this Declaration as amended.

4.6 Non-Exclusive Remedies. The remedies set forth in this Article or elsewhere in this Declaration shall not be deemed to be exclusive remedies, and the Association may pursue all other remedies available at law or in equity.

ARTICLE 5 RIGHTS TO COMMON AREAS

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

5.1.1 The right of the Association to levy and increase Assessments for the construction, protection, maintenance, repair, management and operation of Improvements on the Common Area, including the right to Special Assessments;

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

5.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility or other Person for such purposes and subject to such conditions as may be permitted by the Project Documents; provided however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by at least two-thirds (2/3) of the Class A and Class B Members has been recorded;

5.1.4 The right of the Association to prohibit the construction of Improvements on all Common Areas;

5.1.5 Common Areas may be used by the Public as established from time to time by Grantor on any portion of the Property by specifically describing such area as an area for Public Use on a recorded Plat, by granting or reserving it in a deed or other instrument or by designating it as such in this Declaration;

5.1.6 The Common Area cannot be mortgaged or conveyed without the approval of the Owners, excluding Grantor, of at least two-thirds (2/3) of the total voting power in the Association. If ingress or egress to any Lot is through the Common Area, any conveyance or encumbrance of the Common Area shall be subject to an easement of the Owners of such Lots for the purpose of ingress and egress.

5.2 Delegation of Right to Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment to the Common Area to the members of such Owner's family residing within the Owner's residence and/or to such Owner's contract purchasers who reside on such Owner's Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Common Area to the general public, and such delegation to the general public shall be for a fee set by Grantor or the Association.

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

5.4 Association's Responsibility. The Association shall maintain and keep the Common Area in good repair, such maintenance to be funded as provided in this Declaration. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, fencing installed by Grantor along exterior portions of the Property and other Improvements situated within the Common Area.

5.5 No Warranty for Improvements. Grantor makes no warranty, guarantee or undertaking, express or implied, oral or written, with respect to Common Area or the construction thereof. All warranties, guarantees and undertakings are hereby expressly disclaimed, including but not limited to the implied warranties of habitability, merchantability and fitness for a particular purpose.

ARTICLE 6 STANDARDS, REQUIREMENTS AND RESTRICTIONS

6.1 Improvements – Generally. All Improvements shall be designed, constructed and used in such a manner as to promote compatibility between the types of uses contemplated by this Declaration. Specific design and construction guidelines are contained in the Architectural

Design Guidelines. The Architectural Design Guidelines and the general instructions set forth in this Declaration shall govern the right of a Person or Owner to construct, reconstruct, refinish, remove, add, alter or maintain any Improvement upon, under or above the Property, and to make or create any excavation or fill on the Property, or make any change in the natural or existing surface contour or drainage, or install any utility line or conduit on, under or over the Property, including but not limited to any Lot. All Improvements by any Owner must be pre-approved in writing by the Committee prior to their construction or reconstruction. In the event any Improvements are damaged or completely destroyed, the Owner shall repair or reconstruct such Improvements in accordance with the Architectural Design Guidelines governing such repair or reconstruction. No Lots shall be permitted to remain in an unimproved condition, unless the Owner has received prior written approval from the Committee for a landscape plan.

All Lots shall be used exclusively for residential purposes and other appropriate uses permitted under any zoning ordinances applicable to the Property, provided such other appropriate uses are in compliance with local laws, rules, regulations and ordinances. No Lot, other than the Lot(s) used for irrigation or utility facilities and services, shall be improved except with residential structures and accessory structures as permitted under the Architectural Design Guidelines. This Declaration is not intended to serve as authority for the Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

The Association, after reasonable notice to the offender and/or to the Owner, may remove any Improvement constructed, reconstructed, refinished, removed, added, altered or maintained in violation of this Declaration and/or the Architectural Design Guidelines, and the Owner of the Improvements shall immediately reimburse the Association for all expenses incurred with such removal. Each violation of this Declaration and the Architectural Design Guidelines is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner and/or Member shall be applicable.

6.2 Minimum Building Size. The primary residential structure on any Lot shall contain at minimum two thousand (2,000) square feet of interior living space, excluding porches, patios and garages. If the primary residential structure on a Lot contains more than one (1) story, the minimum square footage at grade shall be one thousand (1,580) square feet.

6.3 Setbacks. Subject to the requirements of the applicable ordinances of the City of Meridian and the rights of the Committee to approve the site plan for any Improvement to be constructed upon a Lot:

6.3.1 All residential structures shall be subject to the setbacks set forth in the Architectural Design Guidelines.

6.3.2 All other structures shall be subject to such setbacks as may be required by the Committee.

6.3.3 Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of the governmental entities having jurisdiction over the Property require setbacks different than those provided herein, the more restrictive shall prevail.

6.3.4 For the purpose of this Section, eaves, steps, chimneys and gutters shall not be considered as a part of residential structure, provided however that this shall not be construed to permit any eaves, steps, chimneys or gutters or any portion of the residential structure to encroach upon any other Lot.

6.4 Fences and Hedges. No fences or walls shall be constructed, erected, installed or maintained on any Lot unless specifically approved by the Committee in writing, in advance of construction, as to location, material, design and color. All fences and hedges must comply with the applicable ordinances of the City of Meridian.

6.5 Exterior Maintenance; Owner's Obligations. All residential structures and accessory structures on each Lot shall be of frame, stone, stucco or brick construction, and if other than stone or brick, shall be finished, painted and maintained in good repair. 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(s) permit any Improvement, including but not limited to trees, landscaping and fencing, which is the responsibility of such Owner(s) to maintain, to fall into disrepair, so as to create a dangerous, unsafe, unsightly or unattractive condition, or so as to damage property or facilities on or adjoining his or her Lot, the Association, upon thirty (30) days' prior written notice to the Owner(s) of such property, shall have the right to correct such condition or damage and to enter upon such Owner's Lot(s) for the purpose of doing so, and such Owner(s) shall promptly reimburse the Association for the cost thereof (or an Owner's share of such costs). Any dispute between neighboring Owners regarding the sharing of such costs shall be resolved in accordance with Section 7.9. The costs incurred pursuant to this Section 6.5 may be treated by the Association as a Limited Assessment and constitute a lien enforceable in the same manner as other Assessments as set forth herein. The Owner(s) of the offending property(ies) shall be personally liable, and such Owner's property(ies) 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 therefor, or in the event of a dispute between neighboring Owners that is resolved in accordance with Section 7.9, within ten (10) days of the decision by the respective board, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

6.6 Landscaping. Each Owner agrees to maintain, improve, operate, repair and replace landscaping according to the Architectural Design Guidelines. Prior to construction of Improvements, the Owner shall remove weeds and maintain the Lot in a clean and safe condition free of debris or any hazardous condition.

The Owner shall submit a landscaping plan to the Committee for written approval as part of the Owner's initial submittals to the Committee. The Owner shall landscape such Lot in

conformance with the landscape plan approved by the Committee within thirty (30) days after substantial completion of the primary residential structure, provided however that if placement and planting of landscaping is made impractical by inclement weather, the completion of landscaping may be deferred a reasonable period of time in the discretion of the Committee (but shall be completed no later than the next April 30th following occupancy). All Owners shall install, maintain, repair and replace, in at least the Owner's front yard, a timer-controlled automated irrigation system, which shall be operated in accordance with any rules adopted by the Association. All landscaping plan must comply with the applicable ordinances of the City of Meridian. The rear yard landscaping must be completed within six (6) months of occupancy by Owner; provided however that if placement and planting of landscaping is made impractical by inclement weather, the completion of landscaping may be deferred a reasonable period of time in the discretion of the Committee (but shall be completed no later than the next April 30th following occupancy). The Owner is responsible for landscaping and maintaining the strip of property between any pathway or sidewalk located on the Owner's Lot and the street running adjacent thereto. The Owners understand and agree that the centers of the tree(s), which the Owners shall plant, pursuant to the Architectural Design Guidelines, within the planter strip on their Lots or adjacent to their Lots, between the sidewalk and the streets, shall be four (4) feet from the back of the curb.

6.7 Mailboxes. Any mailbox or mailbox post or structure constructed by Grantor on a Lot for the purpose of providing a receptacle for mail delivered solely to that Lot, shall be deemed the property of the Owner of such Lot. The Owner shall maintain, repair and replace such mailbox, mailbox post or structure in good condition and repair, and of the same quality and design, at such Owner's sole cost and expense. In accordance with Article 2 hereof, an Owner shall obtain prior written approval from the Committee before modifying or replacing such Owner's mailbox or mailbox post, unless the replacement is identical to the original.

6.8 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof or to its occupants or residents. No business or home occupation, no noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness 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 residents or to other property in the vicinity or to its occupants or residents, as determined by the Association, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Committee), flashing lights or search lights shall be located, used or placed on the Property without the prior written approval of the Committee. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant ways, metals, bulk material and scrap shall be kept at all times in such containers and in areas approved by the

Committee. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property.

6.8.1 Basketball backboards or posts shall not be installed without prior approval of the Committee as to materials and positioning. At a minimum, backboards shall be constructed of Plexiglas or acrylic materials and shall be supported by metal posts. Backboards must be perpendicular to and adjacent to the driveway or to the side of the house. Portable basketball stands must have a backboard constructed of Plexiglas or acrylic materials and must not be put on public or Association owned sidewalks and/or streets and must be kept in an upright position.

6.8.2 No major appliances, including without limitation clothes washers, dryers, refrigerators or freezers may be kept, stored or operated on any balcony, patio, porch or other exterior area of any Improvement. Window air-conditioning units are not allowed.

6.8.3 Windows shall be covered only by drapes, shades or shutters and shall not be painted or covered by foil, cardboard, sheets or similar materials.

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

6.10 Insurance Rates. Nothing shall be done or kept on any Lot which will increase the rate of or cancel any 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 Lot which would result in the cancellation of insurance on any portion of the Property owned or managed by the Association or which would be in violation of any law.

6.11 Vehicles and Equipment. The use of all vehicles and equipment shall be subject to any of the Project Documents which prohibit or limit the use thereof within the Property. Without limiting the foregoing, the following specific restrictions apply: (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 therefor; (2) vehicles shall not extend or otherwise be permitted on or into any sidewalk, bicycle path or pedestrian path unless such vehicle is engaged in an emergency procedure, or as provided elsewhere in the Project Documents; (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 but not limited to streets, parking areas and driveways, unless the same are located on a concrete pad and enclosed by a structure concealing them from view in a manner approved by the 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 9:00 p.m.

6.12 Animals/Pets.

6.12.1 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that Household Pets (defined below) may be kept for an Owner's personal use provided that (a) such Household Pets are not bred or maintained for any commercial purpose; (b) no more than four (4) domesticated dogs or domesticated cats may be kept on a Lot; and (c) any such Household Pets shall be properly restrained and controlled at any time they are within the Property. "**Household Pets**" as permitted hereby shall mean generally recognized household pets, such as domesticated dogs, domesticated cats, fish, birds, rodents and non-poisonous reptiles. Household Pets shall not include livestock, poultry, swine or waterfowl. Notwithstanding the foregoing, Household Pets shall not be kept which unreasonably bother or constitute a nuisance (defined below) to other Owners. As used in this paragraph, "nuisance" shall mean any noisy animal (defined below), any vicious animal, any non-domestic household pet or any animal which damages or destroys property. Excessive, continued or untimely barking, molesting passersby, chasing vehicles, pursuing or attacking other animals, including wildlife, and trespassing upon private property in such a manner as to damage the property shall also be deemed a nuisance. As used in this paragraph, "noisy animal" means any animal which habitually, constantly or frequently disturbs the sleep, peace or quiet of any Person. Owners shall contact Ada County Animal Control regarding noisy animals prior to complaining to the Board about such animals. Any costs associated with responding to complaints of a noisy animal or nuisance pet may be levied against an Owner or Occupant as a Limited Assessment. The Owner of a Property where a Household Pet is kept, as well as the legal owner of the pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of roads or other property necessitated by such pet.

6.13 Construction and Temporary Structures. During the course of construction, no trailer houses or similar mobile units designed for overnight accommodations shall be parked on any street. No trailer, basement, tent, shack, garage, barn or other unattached structure erected on a Lot shall, at any time, be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No building of any kind shall be erected or maintained on a Lot prior to the construction of the Improvements thereon. The construction of Improvements shall be prosecuted diligently and continuously from the time of commencement thereof until such Improvements are fully completed and painted. The construction site shall be cleaned of trash and debris nightly and maintained in a non-nuisance condition.

6.14 Drainage. Ada County Highway District ("**ACHD**") is hereby granted a perpetual blanket storm water, drainage, overflow and retention easement over a portion of the following Lots: Lots 1 and 25, Block 1; Lot 1, Block 5; and portions of Lots 3, 4, 5, 6, 22, 23 and 24, Block 1 and portions of Lots 3, 4, 5, 6 and 7, Block 4, all as shown on the Phase 1 Plat.

All or a portion of said Lots are depicted on the Phase 1 Plat as being servient to the ACHD storm water drainage system pursuant to that certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009 as Instrument No. 109053259 in the official records of Ada

County (“**Master Easement**”), which Master Easement is incorporated herein by this reference as if set forth in full. The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Idaho Code Section 40-2302. The Master Easement is for the operation and maintenance of the storm water drainage system. The Master 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.

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

Storm drainage facilities within the Property shall be located within the ACHD rights-of-way and/or within the Common Area. Maintenance of all the storm drainage facilities within the public rights-of-way shall be the responsibility of ACHD. Surface maintenance (grass, trees, shrubs, etc.) of the storm drainage facilities outside the public rights-of-way (“**Storm Water Park Areas**”) is the responsibility of the Association. All Storm Water Park Areas are subject to ACHD easements, if any, shown on the Plats. The primary purpose of the Storm Water Park Areas is for the management of storm water. All recreation, aesthetic and other uses of such areas are secondary. ACHD has the right to inspect such facilities and, if necessary, perform any required maintenance or repairs. ACHD has the right to assess the Association for the costs of any required maintenance or repairs where the Association has failed to adequately maintain the surface areas that are part of the storm water treatment/detention area(s) within the Property, including the use of liens and/or assessments of maintenance costs against the Lots. The Association shall maintain a “Maintenance and Operation Manual” containing a stamped and approved construction plan for the Property showing the location of all Storm Water Park Areas, a copy of the Plats, engineering drawings showing the detail of each Storm Water Park Area that receives ACHD drainage and stating that the Association shall be responsible for maintaining the same along with plan sheets folded and appended to the manual, a written description of the maintenance required by the Association, an itemized estimate of the annual operating and maintenance costs of the Association and a statement describing the primary purpose of each facility to be used to control storm water. The Maintenance and Operation Manual shall also state that any additions to or improvements within the storm drainage facilities, such as park benches or additional landscaping, should be considered temporary and may be removed when heavy maintenance of the storm drainage facilities is required and that the replacement of those items shall be the financial responsibility of the Association. Any changes or modifications of the Storm Water Park Areas above and beyond the improvements shown on the ACHD approved storm drainage plans for the Property, as set forth in the Maintenance and Operation Manual, shall require the prior approval of ACHD and any other governmental entity having jurisdiction of the Property.

6.15 Grading. All Lots within the Property shall be graded so that they drain to the street or streets adjacent to such Lots. Under no circumstances shall any Lot drain onto, over,

across or under a Common Area Lot or an adjacent Lot. The Owner of any Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved by any public agency, or by the Committee, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon. An Owner failing to perform the Owner's obligations under this Section shall be subject to Regular, Special and Limited Assessments provided for herein, as necessary for the Association to perform the Owner's responsibilities herein. Nevertheless, while the Association shall have the authority and power to take corrective actions by performing an Owner's obligations under this Section, the Association shall not have a duty or obligation to take such corrective actions.

6.16 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Lot unless such system is approved by all government authorities having jurisdiction and designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Committee and Grantor (so long as Grantor owns one or more Lots).

6.17 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 Lot to the City of Meridian sewer system and pay all charges assessed thereon.

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

6.19 Signs. Except as specifically provided for in writing within the Project Documents, no more than one (1) sign shall be allowed on any Lot at any one time advertising the property for sale or to advertise the property during the course of construction. No sign of any kind shall be displayed to the public view more than six (6) square feet in size and not more than three (3) feet above grade. In addition, signs may also be allowed as follows:

6.19.1 The Association may erect and maintain uniform subdivision identification signs, street signs and other appropriate informational signs upon the Common Area or upon utility easements of a size and design approved by the Committee. No other signs shall be placed or maintained upon the Common Area.

6.19.2 Directional and open house signs may be used during open house time period only.

6.19.3 All lot signs must be removed within thirty (30) days after occupancy.

6.19.4 Signs advertising a property for rent are not allowed anywhere on the Property.

6.20 Antennae. All exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be screened by a fence, landscaping or similar structures in accordance with the Architectural Design Guidelines, or as otherwise required to ensure the safety of the residents of the Property, except that screening shall not be required where it would unreasonably delay installation or unreasonably increase the cost of installation, maintenance or use of the antennae, or preclude the reception of an acceptable quality signal. No antennae may be installed until after an Owner has received Committee approval for construction of residential Improvements on the Owner's Lot.

6.21 No Further Subdivision. No Lot may be further subdivided unless expressly approved in writing by Grantor, so long as Grantor owns a Lot in the Property, and the Board of the Association. Any such further subdivision shall be consistent with all applicable state and local laws, rules, regulations and ordinances.

6.22 Leasing. In order to foster and maintain the stable, residential character of the Property and to preserve the property values of the Owners of Lots within the Property, Grantor desires to have Owners reside in the residential dwellings located on their Lots. Accordingly, no Owner may lease, in whole or part, such Owner's Lot or the residential dwelling located thereon to any Person except as expressly permitted in this Section 6.22. For purposes of this Section 6.22, the term "lease" as applied to a Lot shall be deemed to include, without limitation, any rental, letting, subletting, demising or assignment of any interest, estate or right of use, enjoyment, occupancy or possession of any Lot (or portion thereof) to any Person who is not a member of such Owner's family. For purposes of this Section 6.22, a "member of such Owner's family" shall be defined as any natural person who is related to the Owner by blood, legal marriage or legal adoption. By purchasing a Lot or Lots on the Property, an Owner agrees that the purpose of this Section 6.22 is worthy of protection and that the provisions hereof do not constitute an unreasonable restraint upon the alienation of Owner's Lot(s). Notwithstanding the foregoing, an Owner may lease its entire Lot to a single housekeeping unit so long as such lease is for a term of one (1) year or longer. For purposes of this Section 6.22, a "single housekeeping unit" shall be one individual or two or more individuals living together sharing household responsibilities and activities which may include, sharing expenses, chores, eating evening meals together and participating in recreational activities and having close social, economic and psychological commitments to each other. An Owner who leases a Lot shall be fully responsible for the conduct and activities of such Owner's tenant as if such Owner were the tenant. Any Owner who leases a Lot shall comply with the Fair Housing Act, 42 U.S.C. 21 3601 et. seq., to the extent the same may be applicable to such Owner.

6.23 Compliance with Laws. Subject to the rights of reasonable contest, each Owner and any and all professionals retained by such Owner or any employees, contractors or subcontractors of such professionals, shall promptly comply with the provisions of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations with

respect to all or any portion of the Property, including but not limited to any and all portions of the Property subject to regulation by the U.S. Army Corps of Engineers as wetlands areas.

ARTICLE 7 EASEMENTS

7.1 Owner's Easements of Enjoyment. Every Owner shall have a nonexclusive easement for the use and enjoyment of the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the Restrictions set forth in this Declaration, as supplemented and amended from time to time.

7.2 Delegation of Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment in the Common Area to such Owner's tenants, employees, family, guests or invitees.

7.3 Recorded Easements. The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use.

7.4 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto, or as between adjacent 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 or bad faith act(s) of an Owner. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments within and over adjoining Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 7.4.

7.5 Maintenance and Use Easement between Walls and Property. Whenever the wall of a structure, a fence, eave or overhang constructed on a Lot pursuant to the Committee's approval is located within three (3) feet of the property line of such Lot, the Owner of such Lot is hereby granted an easement over and on the adjoining Lot (not to exceed three (3) feet from the property line of the Lot) for purposes of maintaining, repairing or replacing such wall, fence, eaves or other overhangs, and the Owner of such adjoining Lot is hereby granted an easement for landscaping purposes over and on the area lying between the property line and such structure or fence so long as such use does not cause damage to the structure or fence.

7.6 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services and for necessary maintenance and repair of any Improvement including but not limited to 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 Lot or Common Area.

7.7 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 Lot in the Property.

The Owners of Lots are hereby restricted and enjoined from constructing or altering any Improvements upon any drainage or utility easement areas as shown on the Plats or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for its intended purpose; provided, however, that the Association, Grantor and any Owner or designated Person having an interest in any landscaping easement described in this Article 7, shall be entitled to install and maintain landscaping on such easement areas, subject to approval by the Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, further, 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 Lot where Improvements were so damaged, or in the event the easement area where Improvements were so damaged is located in a Common Area, the Association shall be responsible for the damage sustained and may impose a Special or Limited Assessment therefor.

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

7.8.1 Access for Single Owners. Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Lots owned by an Owner other than the Owner of the Lot served by the connections, the Owner of the Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Lot or to have their agent enter upon any 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; and

7.8.2 Access for Multiple Owners. Whenever utility house connections are installed within the Property, which connections serve more than one Lot the Owner of each Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Lot.

7.9 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair, replacement or maintenance of any Improvement or utility connections, or with respect to the sharing of the cost therefor, 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.

7.10 General Landscape Easement. An easement is hereby reserved to the Association, its contractors, employees and agents to enter all 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 the Association shall determine to be necessary from time to time.

7.11 Easements Deemed Created. All conveyances of Lots made after the date of the recording of the Declaration, as amended and supplemented from time to time whether by Grantor or otherwise, shall be construed to grant and reserve the easements contained in this Article 7, even though no specific reference to such easements or to this Article 7 appears in the instrument for such conveyance.

7.12 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or Persons to enter upon the Property in the proper performance of their duties.

7.13 Maintenance Easement. An easement is hereby reserved to Grantor, which may be assigned by Grantor to the Association, and any member of the Board or manager, if any, and its respective officers, agents, employees and assigns, upon, across, over, in and under the Lots and a right to make such use of the Lots as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Project Documents, including but not limited to the right to enter upon any Lot for the purpose of performing maintenance to sidewalks, pathways, landscaping, the Drainage System and the exterior of Improvements to such Lot as required by the Project Documents.

ARTICLE 8 ALTERNATIVE DISPUTE RESOLUTION

8.1 Agreement for Alternative Dispute Resolution. Each Owner acknowledges that litigation is expensive, time consuming, frustrating and emotionally draining, and that such Owner would prefer to resolve any dispute such Owner may have with Association, the Committee and/or other Owners without litigation. This Article 8 is designed to provide a convenient, fair, timely and cost effective forum for resolving most disputes at the earliest possible juncture without the expense, delay, frustration and emotional drain of litigation. Therefore, each Owner agrees that any and all claims, disputes or other matters in question,

whether in contract, tort or otherwise (a “**Claim**”) between such Owner and the Grantor, the Association (or any member of the Board), the Committee (or any member thereof) and/or another Owner shall be subject to alternative dispute resolution pursuant to this Article 8 if such Claim relates to such Owner’s rights, responsibilities or obligations under the Project Documents. The Grantor (until the Class B Termination Date), the Association, the members of the Board, the Committee and the members thereof agree to be bound by the provisions of this Article 8.

8.2 Initial Discussions. Each Owner shall first attempt to resolve any Claim by raising the issues of concern with the other parties to the Claim and engaging in direct discussions to resolve the issues. Most Claims can be resolved through direct discussions if the parties engage in the discussions with openness and good faith. Keep calm, avoid personal attacks, seriously consider the other parties’ perspective, avoid escalating the dispute and try to reach a compromise. Assume that the other Person is acting in good faith unless you have clear evidence to the contrary.

8.3 Notice of Claim. If the Owner is unable to reach a satisfactory resolution of such Claim within a reasonable time, the Owner shall, as a condition precedent to filing any legal or equitable proceeding related thereto, deliver a demand for alternative dispute resolution pursuant to this Article 8 by written notice to the other parties to the Claim and to the Board. Such notice shall identify (a) the nature of the Claim, (b) the parties involved and each identified party’s role in the Claim, (c) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises), and (d) the claimant’s proposed remedy. The demand shall be served on the other parties to the Claim and the Board by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the demand is served actual notice of the demand. The Owner shall continue to diligently honor its obligations under the Project Documents pending the final resolution of any Claim. If an Owner files a legal or equitable proceeding before complying with this Article 8, any other party to such proceeding shall have the right to have such legal or equitable proceeding stayed pending such party’s referral of the Claim to the Board and completion of the procedures set forth in this Article 8.

8.4 Board Review of Claim. Upon receipt of a Claim, the Board will timely review the Claim and take one or more of the following actions by written notice to the parties thereto: (1) request additional supporting data from the claimant or a response with supporting data from another party, (2) accept all or any part Claim for resolution and order mandatory mediation in accordance with Section 8.5 hereof, (3) accept all or any part Claim for resolution and order mandatory, binding arbitration in accordance with Section 8.6 hereof, (4) suggest a compromise, (5) decline to accept all or any part of the Claim for resolution because the Board concludes, it is sole discretion, that the Claim or portion thereof does not relate such Owner’s rights, responsibilities or obligations under the Project Documents, or (6) decline to accept all or any part of the Claim for resolution because the Board concludes, it is sole discretion, that the Claim or portion thereof is not appropriate for resolution pursuant to this Article 8. If the Board requests an Owner to respond to a Claim or to furnish additional supporting data, such Owner shall respond within ten days after receipt of such request. Upon receipt of the response or supporting data, if any, the Board will act as set forth in the first sentence of this Section 8.4. If

the Board declines to accept a Claim or any part thereof for resolution, the parties thereto may then pursue any lawful rights or remedies related thereto.

8.5 Mediation. If the Board orders mediation, the Board shall appoint a mediator who shall set the time, place and rules of the mediation. Each party subject to this Article 8 ordered by the Board to participate in the mediation shall do so in good faith. The mediator shall endeavor to hold the mediation at a mutually convenient time and location; provided, however, the mediator shall endeavor to complete the mediation within twenty-one days after the order for mediation. The parties shall share the mediator's fees equally. If any Owner fails to pay its share of the mediator's fees when due, the Board may pay such Owner's share, which shall be a Limited Assessment against such Owner. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof, and any party to a settlement agreement may seek judicial enforcement thereof at anytime. The mediator shall report the result of the mediation to the Board. If mediation fails to fully resolve a Claim, the Board may order arbitration of any unresolved part of such Claim in accordance with Section 8.6 hereof.

8.6 Arbitration. If the Board orders arbitration, the Board shall appoint an arbitrator who shall set the time, place, schedule and rules of the arbitration. The arbitrator may be any judge or attorney. Each party subject to this Article 8 ordered by the Board to participate in the arbitration shall do so in good faith and shall be bound by the result thereof. The arbitrator may, in its discretion, order parties to produce documents relevant to the dispute but may not order written discovery or depositions. The arbitrator shall endeavor to hold the arbitration at mutually convenient times and locations; provided, however, the arbitrator shall endeavor to complete the arbitration within forty-five days after the order for arbitration. The parties shall bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees and attorneys' fees against a party if the arbitrator determines such party pursued a Claim or defense without good faith or without substantial foundation in fact or law. If any Owner fails to pay its share of the arbitrator's fees (but not any arbitrator's award) when due, the Board may pay such Owner's share, which shall be a Limited Assessment against such Owner. Except as otherwise provided herein, the arbitration shall be conducted in accordance with the Idaho Uniform Arbitration Act, Idaho Code § 7-901 et seq. The arbitrator's award shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof, and any beneficiary of a judgment may seek judicial enforcement thereof at any time. If a legal or equitable proceeding is instituted to enforce an arbitrator's award, the prevailing party to such proceeding shall be entitled to recover attorneys' fees and costs.

8.7 Exemptions. This Article 8 shall not apply to (1) any legal action instituted in the Small Claims Division of the Fourth District Court in Ada County (commonly known as "Small Claims Court"), (2) any Claim that would otherwise be barred by the statute of limitations, (3) any suit by Grantor or the Association to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo, or (4) any Claim that does not relate such Owner's rights, responsibilities or obligations under the Project Documents; provided, however, the Board's decision to accept or reject a Claim (or part thereof) for resolution pursuant to Section

8.4 hereof shall be subject only to the standard of review for the vacation of awards pursuant to Idaho Uniform Arbitration Act.

ARTICLE 9 INSPECTION OF ASSOCIATION BOOKS AND RECORDS

9.1 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, 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 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.

9.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to (1) notice to be given to the custodians of the records by the Persons desiring to make the inspection; (2) hours and days of the week when such an inspection may be made; and (3) payment of the cost of reproducing copies of documents requested pursuant to this Article 9.

9.3 Director's Rights of Inspection. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

ARTICLE 10 GRANTOR RIGHTS

10.1 Right of Development. Nothing contained in this Declaration shall limit the right of Grantor to grant licenses, to reserve rights-of-ways and easements for utility companies, public agencies or others, to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, 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. 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 Lot by a purchaser to grant, establish and/or reserve on that 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 for the proper development and disposal of the Property. Grantor may use any structures owned or controlled by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Association or Committee approval of any Improvement constructed or placed by Grantor, or its affiliated entities, on any portion of the Property. 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 Ada County Recorder's Office.

Each Owner by acceptance of a deed to any Lot or other portion of the Property agrees that such Owner shall not object to or oppose any development of any portion of the Property or other property owned by Grantor and annexed to the Property. Such agreement not to oppose development is a material consideration to the conveyance of any portion of the Property by Grantor to any and all Owners.

No provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property, including any subdivision or re-subdivision of the Property, or 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.

10.2 Rights Incident to Construction. Grantor, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements on the Property owned by Grantor; provided, however, that no such rights shall be exercised by Grantor in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot by that Owner or such Owner's family, tenants, employees, guests or invitees.

10.3 Water Rights Appurtenant to Subdivision Lands. Grantor hereby reserves unto itself any and all water rights appurtenant to the Property, and Owners of any and all Lots accordingly shall have no right, title or interest in any of said water or water rights.

10.4 Exemption for Architectural Review. Any and all Improvements constructed by Grantor on or to the Property are not subject to review and approval by the Committee. Lots owned by Grantor may remain in an unimproved condition.

10.5 Construction and Temporary Structures. Grantor or its authorized agents, to facilitate Lot sales, may place a temporary sales office or construction trailer of a portable nature upon any Lot.

10.6 Signs. Grantor is entitled to place signs of such size, design and number, as Grantor may deem appropriate, to identify the project and display related information pertaining thereto, and to advertise Lots for sale, on any portion of the Property.

10.7 Regular Assessments. For two (2) years following the date assessments are first assessed against the Owners of Lots, Grantor shall not be assessed any Regular Assessments for any Lots owned by Grantor. However, during such two (2) year period, Grantor shall pay an amount equal to the Operating Expenses shortfall of the Association (the "**Shortfall Payment**"), which Shortfall Payment shall be the lesser of (i) the actual Operating Expenses Shortfall, or (ii) the Regular Assessments that Grantor would otherwise be assessed as an Owner of a Lot multiplied by the total number of Lots owned by Grantor on the date Regular Assessments are assessed against the Owners of Lots. After the foregoing two (2) year period, Grantor shall be assessed Regular Assessments for each Lot of which Grantor is an Owner.

10.8 Membership Register. Grantor may copy the membership register for the purposes of solicitation of or direct mailing to any Member.

10.9 Declaration Amendment. Except as provided in Section 10.10, until the recordation of the next deed from Grantor for a Lot, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to or terminated (each, an “**Amendment**”) by Grantor by recordation of a written instrument setting forth such Amendment. In addition, Grantor, regardless of whether it has conveyed any Lot(s) to an Owner, shall have the exclusive right, power and authority to add to and/or amend this Declaration or any of the Project Documents, at any time and at its sole discretion, to comply with any and all requirements and conditions of the Federal National Mortgage Association (“**FNMA**”), the Government National Mortgage Association (“**GNMA**”), the Federal Housing Administration (“**FHA**”), the Veterans Administration (“**VA**”) and the Federal Home Loan Mortgage Corporation (“**FHLMC**”).

10.10 Mortgage Protection. Notwithstanding any other provision of this Declaration, no Amendment of this Declaration or any supplement hereto shall operate to defeat or render invalid the rights of the beneficiary or mortgagee under any First Mortgage upon a 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 Mortgage, such Lot shall remain subject to this Declaration, as amended and/or supplemented. In order to induce the FHLMC, GNMA, FHA, VA and FNMA to participate in the financing of the sale of Lots, any provisions hereof or of the Association’s Articles of Incorporation and/or Bylaws, which conflict with or are not adequate to meet the requirements of FHLMC, GNMA, FHA, VA and FNMA, may be amended and supplemented by Grantor, in its sole discretion and without needing to obtain any approvals or consents, to meet such requirements.

In addition to the foregoing, Grantor may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of FHLMC, GNMA, FHA, VA and FNMA, or any similar entity, so as to allow the purchase, guaranty or insurance, as the case may be, by such entities of First Mortgages encumbering Lots with residences thereon. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential Mortgage borrowers and potential sellers of their Lots, if such agencies approve the Property as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time. Beneficiaries or mortgagees under a Mortgage are hereby authorized to furnish information to Grantor concerning the status of any Mortgage encumbering a Lot.

10.11 Annexation. Grantor may annex additional lands into the Property by recording a supplement to this Declaration declaring such additional lands to be part of the Property and subject to this Declaration. Grantor may exercise the foregoing annexation rights at any time and from time to time without the approval of any Owner or the Association. The supplement to this Declaration may set forth additional or different covenants and restrictions applicable to the annexed lands, as Grantor may deem appropriate, and may delete or modify as to the annexed lands such covenants or restrictions as are contained herein which Grantor deems not appropriate for the annexed lands, so long as the quality of Property is not materially adversely affected. The

Owners of Lots within annexed lands shall become Members of the Association with all rights, privileges and obligations as all other Members. Grantor shall not be obligated in any manner by this Declaration to annex additional lands to the Property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex continuous tracts, it being the intention hereof that Grantor may decline to exercise the rights granted in this Article or may elect to exercise such rights only to a limited extent.

10.12 De-Annexation. Grantor shall have the right to delete all or a portion of the Property from the coverage of this Declaration and the jurisdiction of the Association, provided that Grantor is the owner of all property to be de-annexed. Such deannexation shall be effective upon Grantor's recordation of a supplement to this Declaration identifying the de-annexed lands and declaring that such lands shall no longer be subject to this Declaration.

ARTICLE 11 DEFINITIONS

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

11.2 "Amendment" has the meaning ascribed to it in Section 10.9.

11.3 "Architectural Design Guidelines" means the architectural design guidelines and rules promulgated, published, amended and supplemented from time to time pursuant to Article 2.

11.4 "Articles" means the Articles of Incorporation of the Association, as the same may be amended or revised from time to time.

11.5 "Assessments" means those payments required of Owners who are Association Members, including Regular, Special, or Limited Assessments.

11.6 "Association" means Bellano Creek Homeowners Association, Inc.

11.7 "Association Rules" means those rules and regulations promulgated by the Association governing conduct upon and use of the Property, the imposition of fines and forfeitures for violation of Association Rules, and procedural matters for use in the conduct of business of the Association.

11.8 "Board" means the Board of Directors of the Association.

11.9 "Building Envelope" means the area within a Lot where a residential structure and accessory structures may be located, always subject to the prior written approval of the Committee. Unless otherwise designated by Grantor, the Building Envelope shall be that portion of the Lot not located within legal setback areas or designated easements.

11.10 "Bylaws" means the Bylaws of the Association, as the same may be amended or revised from time to time.

- 11.11 “Claim” has the meaning ascribed to it in Section 8.1.
- 11.12 “Class B Member Termination Date” has the meaning ascribed to it in Subsection 1.3.2.
- 11.13 “Committee” means the Architectural Review Committee described in Article 2 hereof.
- 11.14 “Common Area” means (a) Lots 1, 12, 22, 25 and 26, Block 1; Lots 1 and 8, Block 2; Lots 1 and 8, Block 3; and Lot 1, Block 5, all as shown on the Phase 1 Plat; and (b) any other parcels of real property in which the Association holds an interest or which is held or maintained for the benefit of the Association and its Members, including personal property or improvements located thereon. The Association may acquire any Common Area it deems necessary and/or beneficial to the Property. Common Area may include easement and/or license rights.
- 11.15 “Declaration” means this Declaration of Covenants, Conditions and Restrictions for Bellano Creek Subdivision, as it may be amended and supplemented from time to time.
- 11.16 “Discretion” or “discretion” means the freedom or authority to act according to one’s own judgment.
- 11.17 “Expenses” has the meaning ascribed to it in Subsection 3.4.1.
- 11.18 “First Mortgage” means any Mortgage which is not subordinate to any other Mortgage or to any other financial lien except liens for taxes and assessments or other non-consensual liens that are given priority by statute.
- 11.19 “Grantor” means ISOLA CREEK LLC, an Idaho limited liability company, whose complete mailing address is 1859 S. Topaz Way, Suite 200, Meridian, Idaho 83642, its successors or any Person to whom the rights under this Declaration are expressly transferred, in whole or in part, other than a transfer of a Lot to Owners that are natural persons by ISOLA CREEK LLC or its successors.
- 11.20 “Improvement” means any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon or allowed on, under or over any portion of the Property, including but not limited to residential structures, accessory buildings, club houses, pump or lift stations, fences, streets, drives, driveways, parking areas, sidewalks, bridges, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, wildlife habitat improvements, living and/or dead vegetation, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, recreational facilities, grading, road construction, utility improvements, trees, plantings, landscaping and any exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and all later changes and new Improvements.

11.21 “Limited Assessment” means a charge against a particular Owner and such Owner’s Lot, directly attributable to the Owner, equal to the cost incurred by the Association in connection with corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration, including but not limited to damage to or maintenance, repair, replacement and operation activities performed for any Common Area or the failure of an Owner to keep the Owner’s Lot in proper repair, and including interest thereon as provided in this Declaration or for any goods or services provided by the Association benefiting less than all Owners.

11.22 “Lot” means a lot depicted on the Plats upon which Improvements may be constructed. For voting, membership and Assessment purposes herein, “Lot” shall not include any lots owned by the Association as Common Area.

11.23 “Member” means each Owner holding a membership in the Association, including Grantor.

11.24 “Mortgage” means any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

11.25 “Occupant” means any resident or occupant of a Lot other than the Owner, including but not limited to family members, guests, invitees and tenants.

11.26 “Operating Expenses” has the meaning ascribed to it in Subsection 3.4.1.

11.27 “Oversized Vehicles” means vehicles which are too high or too wide to clear the entrance of a normal residential garage door opening.

11.28 “Owner” means the record owner, whether one or more Persons, including Grantor, holding fee simple interest of record to a Lot that is a part of the Property, and buyers under executory contracts of sale, but excluding those Persons having such interest merely as security for the performance of an obligation, unless and until such Person has acquired fee simple title pursuant to foreclosure or other proceedings.

11.29 “Person(s)” means any individual, partnership, corporation, trust, estate or other legal entity, including Grantor.

11.30 “Phase 1 Plat” has the meaning set forth in the first recital of this Declaration

11.31 “Plat” means any subdivision plat covering any portion of the Property as recorded in the Ada County Recorder’s Office, as the same may be amended by duly recorded amendments thereof.

11.32 “Project Documents” means the basic documents creating and governing the Property including but not limited to this Declaration, the Articles, Bylaws, Association Rules, the Architectural Design Guidelines and any other procedures, rules, regulations or policies

adopted under such documents by the Association or the Committee. In the event of any conflict between this Declaration and any other of the Project Documents, this Declaration shall control.

11.33 “Property” has the meaning set forth in the first recital of this Declaration, as the same may be amended from time to time pursuant to Sections 10.11 and 10.12.

11.34 “Regular Assessment” means the portion of the cost of maintaining, improving, repairing, managing and operating the Common Area, including all Improvements located thereon, and the other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association pursuant to the terms of this Declaration.

11.35 “Restrictions” has the meaning set forth in the second recital of this Declaration.

11.36 “Special Assessment” means that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized to be paid to the Association pursuant to the provisions of this Declaration.

ARTICLE 12 MISCELLANEOUS

12.1 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, 2043, unless amended as herein provided. After December 31, 2043, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least a majority of the voting power of the Association and such written instrument is recorded with the Ada County Recorder’s Office.

12.2 Amendment.

12.2.1 By Owners. Except as provided in Sections 10.9 and 10.10, after the recordation of the next deed from Grantor for a Lot, any Amendment to any provision of this Declaration, other than to this Section 12.2, 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 Members representing more than sixty-five percent (65%) of the total voting power in the Association, except where a greater percentage is required by express provision in this Declaration, and such Amendment shall be effective upon its recordation with the Ada County Recorder’s Office. Any Amendment to this Section 12.2 shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

12.2.2 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.

12.3 Notices. Any notices permitted or required to be delivered as provided in this Declaration shall be in writing and may be delivered either personally, by fax 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, first class, 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 or to the address of such Person as contained in the Ada County tax assessor's rolls. Such address may be changed from time to time by notice in writing to the Association.

12.4 Enforcement and Non-Waiver.

12.4.1 Right of Enforcement. Except as otherwise provided herein, Grantor, the Association or any Owner shall have the right to enforce any or all of the provisions hereof against any property within the Property and against the Owners thereof.

12.4.2 Violations and Nuisances. The failure of any Owner of a Lot to comply with any provision hereof, or with any provision of the Project Documents, is hereby declared a nuisance and will give rise to a cause of action in Grantor, the Association or any Owner for recovery of damages or for negative or affirmative injunctive relief or both.

12.4.3 Violation of Law. Any violation of any federal, state 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.

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

12.4.5 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.

12.5 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.

12.5.1 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.

12.5.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Subsection 12.5.1, 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.

12.5.3 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 include the masculine, feminine and neuter.

12.5.4 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.

12.5.5 Government Rules and Ordinances. In the event any of these CC&R's are less restrictive than any government rules, regulations or ordinances, then the more restrictive government rule, regulation or ordinances shall apply. These CC&R's are subject to all rules, regulations, laws and ordinances of all applicable government bodies. In the event a governmental rule, regulation, law or ordinance would render a part of these CC&R's unlawful, then in such event that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

12.6 Successors and Assigns. All references herein to Grantor, the Association, Owners, Members or Persons shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Association, Owners, Members or Persons.

12.7 Owner's Acknowledgements. The following acknowledgments identify additional information currently known by Grantor about the Property which each Owner should consider when purchasing a Lot. Each Owner understands that these acknowledgments may not be a complete list of issues that an Owner may wish to consider prior to purchasing a Lot since Grantor cannot control future events and may not be aware of certain issues existing at this time, including without limitation, future development requirements of governmental organizations claiming jurisdiction over the Property, or how such requirements may impact the future development plans of the Property. Each Owner, by accepting a deed to any Lot, acknowledges and agrees to the following:

12.7.1 Irrigation Water. Grantor anticipates that Nampa Meridian Irrigation District will supply irrigation water to Owner's Lot through an irrigation system owned by that district and Owner acknowledges the obligation to pay assessments to that district, whether or not Owner uses that irrigation water.

12.7.2 Ongoing Development. Owner acknowledges that the development of the Property will occur over time and that construction activities will be present on the Property throughout the development process. No Owner shall object to, interfere with or otherwise impede the development of any remaining portion of the Property and that this acknowledgment and agreement is a material consideration to Grantor.

12.7.3 Due Diligence; Acceptance of Lots "As-Is". Owner acknowledges that the information contained in the Project Documents is not a complete or exhaustive collection of information about the Property or any Lot. Each prospective Owner must conduct a full and complete due diligence of the Property and any Lot therein to such prospective Owner's satisfaction. Owner accepts title to the Lot(s) after conducting all necessary inquiries and due diligence. Owner further takes the Lot(s) "As-Is, Where-Is."

12.7.4 No Warranties. Owner acknowledges that no warranties, express or implied, written or verbal, or understandings other than those expressly contained in any written document between Grantor and an Owner.

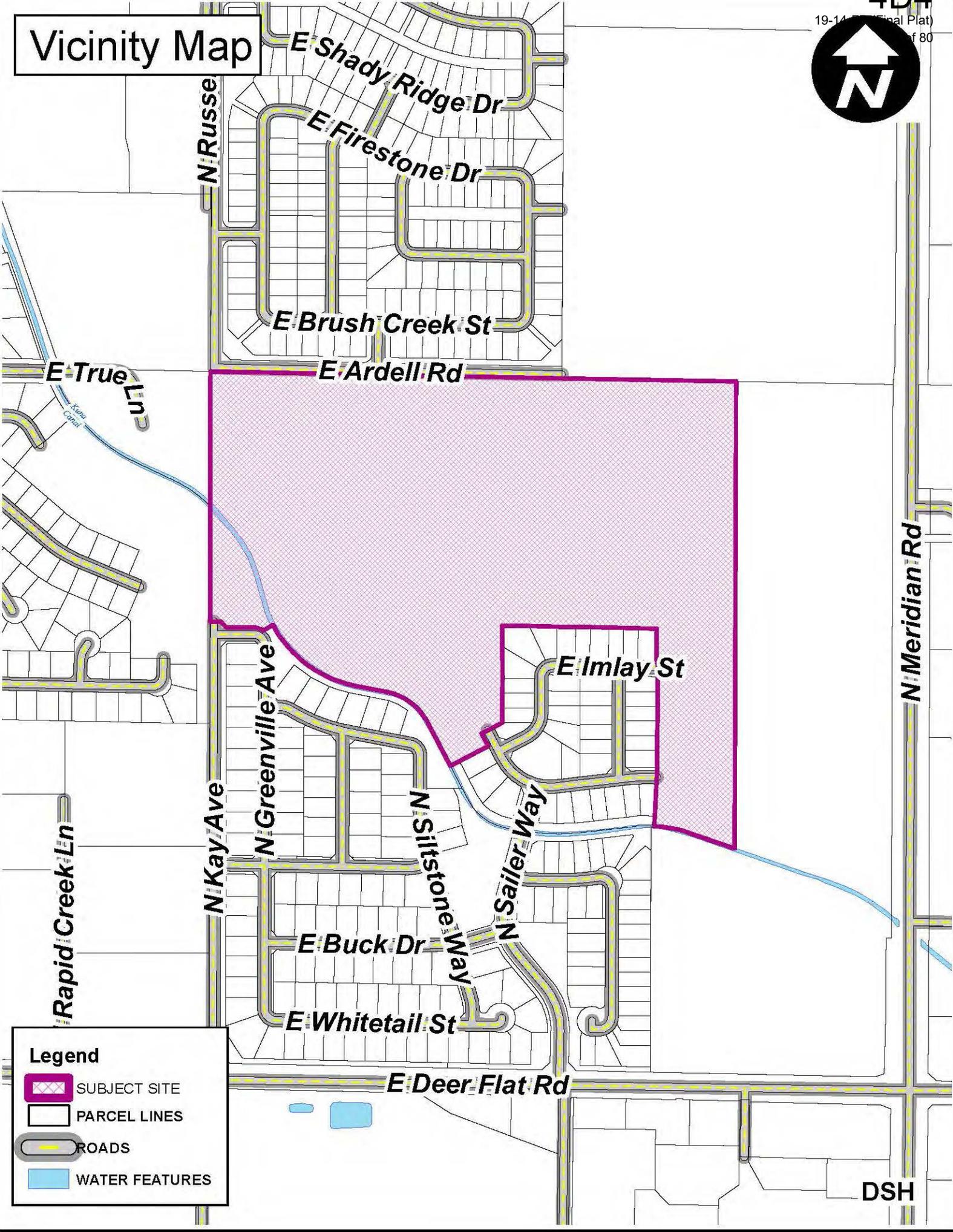
12.7.5 Meridian Wastewater Treatment Facility. Owner acknowledges the existing City of Meridian wastewater treatment facility located on the west side of Ten Mile Road adjacent to the Property. Owner acknowledges that this facility is not a nuisance and its existence does not give rise to any liability on the party of Grantor or the City of Meridian.

Each Owner understands that these acknowledgments may not be a complete list of issues that an Owner may wish to consider prior to purchasing a Lot since Grantor cannot control future events and may not be aware of certain issues existing at this time, including but not limited to future development requirements of governmental or municipal organizations claiming jurisdiction over the Property or how such requirements may impact the future development plans of the Property.

{ end of text; signature page follows }



Vicinity Map



Legend

-  SUBJECT SITE
-  PARCEL LINES
-  ROADS
-  WATER FEATURES



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov

Paul A. Stevens, P.E.
Kuna City Engineer

FINAL PLAT MEMORANDUM

Date: 4 September 2018
From: Paul A. Stevens, P.E.
To: Wendy Howell, Planning and Zoning Director
RE: Winfield Springs No. 4, 19-14-FP

The Winfield Springs No. 4, 19-14-FP Final Plat request dated 30 August 2019 has been reviewed. This review is based on land use as allowed or permitted in an "R-6" zone.

This Final Plat encompasses 10.82 Acres containing forty-six (46) residential lots and six (6) common lots. A commensurate burden will be placed on City of Kuna utilities; Pressurized Irrigation, Sewer, & Water.

Comments may be expanded or refined in connection with the future land-use actions.

1) Property Description

- a) The applicant provided a cover letter and sheets one through five of seven final plat sheets.

2) General

- a) Winfield Springs Subdivision No. 4 will increase demand on constructed facilities and on water rights provided by others. Water rights associated with this property shall be transferred to the City at time of connection (development) by deed and "Change of Ownership" form from IDWR.
- b) Provide engineering certification on all final engineering drawings/Record Drawings.
- c) Provide final plat showing all modifications stemming from construction.

3) Inspection & Fees

- a) This project is being constructed. The responsible engineer of record will provide Record Drawings upon completion.
- b) The inspection fee for City inspection of the construction of public water, sewer and irrigation facilities associated with this development has been paid.

4) Sanitary Sewer & Potable Water Connection & Fees

- a) This project is in agreement with the Sewer, and Water master plans.

5) Pressurized Irrigation

- a) This project is in agreement with the PI master plan

6) Grading and Storm Drainage

The following is a requirement of the Final Plat approval and subsequent construction drawings:

- a) A grading and drainage plan has been provided as part of the Construction Drawings.
- b) Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties will be made within the final inspection process.
- c) The final inspection shall verify that slopes are not steeper than 3:1 on lots adjacent to a street or common lot and no steeper than 4:1 for lots with common rear lot lines.
- d) Runoff from public right-of-way is regulated by ACHD. Satisfaction of this requirement shall be verified before final project acceptance.

7) Final Plat

- a) Comments may result from the final construction review.
 - (1) The final plat sheets 1-5 appear to match the work being constructed.
 - (2) Upon project completion, the final plat must be compared with the record construction drawings. All lot line adjustments, easements and similar items must be recorded on the final plat such that an accurate and truthful document results.

8) As-Built Drawings

- a) As-built (Record) drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes but will not be responsible for the finished product. As-built drawings will be required before occupancy or final plat approval is granted.



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"

19-0452

June 12, 2019

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

RECEIVED
JUN 14 2019
CITY OF KUNA

RE: Winfield Springs Subdivision No. 4

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 June 12, 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". The signature is written in a cursive, flowing style.

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

cc: Thomas Coleman
Toll ID I, LLC
JUB Engineers
City of Kuna

LB:bk

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

City Council
Staff Memo

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

To: City Council

Case Numbers: 19-04-ZC (Rezone)
Kuna Rural Fire District

Site Location: East Kuna Road, Kuna, ID 83634

Planner: Jace Hellman, Planner II

Hearing Date: October 15, 2019

Owner: Cloverdale Ranch
2528 N. Cloverdale Rd.
Boise, ID 83713
208.375.5262

Applicant: Kuna Rural Fire District
150 W. Boise St.
Kuna, ID 83634
208.922.1144
Office@Kunafire.com

Table of Contents:

- A. Process and Noticing
- B. Applicant's Request
- C. Site History
- D. General Project Facts
- E. Staff Analysis
- F. Applicable Standards
- G. Proposed Comprehensive Plan Analysis



- H. Proposed Kuna City Code Analysis
- I. Commission's Recommendation
- J. Council's Proposed Order of Decision

A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that rezone applications are designated as a public hearing, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body. This land use application was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

a. Notifications

- | | |
|----------------------------------|------------------------------|
| i. Neighborhood Meeting | June 18, 2019 (No attendees) |
| ii. Agency Comment Request | July 16, 2019 |
| iii. 700' Property Owners Notice | September 25, 2019 |
| iv. Kuna Melba Newspaper | September 25, 2019 |
| v. Site Posted | October 4, 2019 |

B. Applicant's Request:

On behalf of Cloverdale Ranch (owner), the Kuna Rural Fire District is requesting to rezone approximately 1.63 acres from an "A" (Agriculture) zoning district classification to a "P" (Public) zoning district classification. The

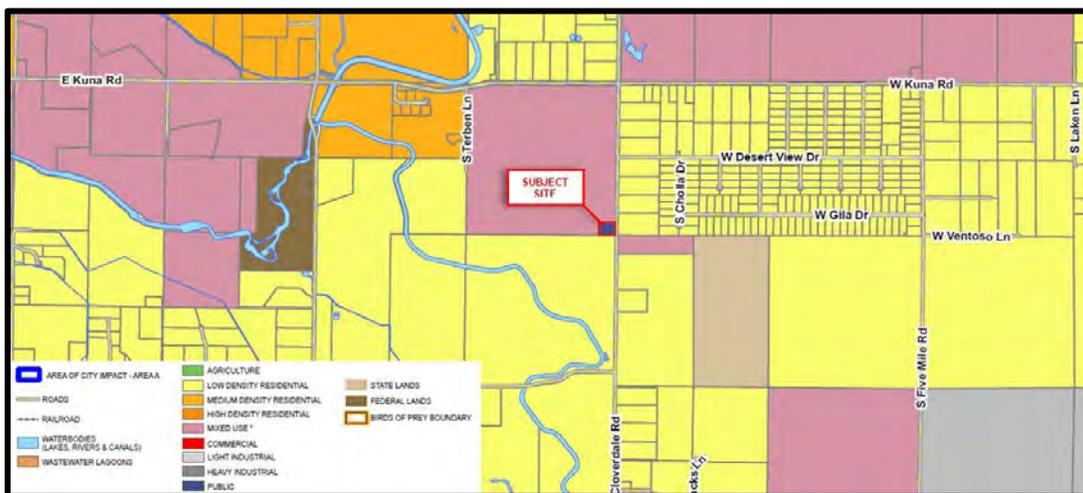
subject site is located at the southwest corner (SWC) of S. Cloverdale Road and E. Kuna Road, Kuna, ID 83634 (APN: S1428111010).

C. Site History:

On December 18, 2018, the Kuna City Council approved request to split this 1.63-acre parcel from a larger 157.17-acre parcel. Historically, the parcel has served as farm land.

D. General Projects Facts:

1. **Comprehensive Plan Map:** The Future Land Use Map (Comp Plan Map) is intended to serve as a *guide* for the decision-making body for the City. The Future Land Use Map indicates land use designations generally speaking, it is not the actual zone. The Future Land Use Map identifies the subject site as having a Public zoning designation.



2. **Surrounding Land Uses:**

North	A	Agriculture – Kuna City
South	RR	Rural Residential – Ada County
East	RR	Rural Residential – Ada County
West	A	Agriculture – Kuna City

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

Property Owner	Parcel Size	Current Zone:	Parcel Numbers
Cloverdale Ranch	1.63-acres	A (Agriculture)	S1428111010

4. **Services:**

- Sanitary Sewer– City of Kuna (future)
- Potable Water – City of Kuna (future)
- Pressurized Irrigation – City of Kuna (KMIS) (future)
- Fire Protection – Kuna Rural Fire District
- Police Protection – Kuna Police (Ada County Sheriff’s office)
- Sanitation Services – J & M Sanitation (future)

5. **Existing Structures, Vegetation and Natural Features:**

Currently, there are no structures on site. Agricultural fields account for all of the sites vegetation. The site is relatively flat with an estimated average slope of 1% to 6%. Bedrock depth is estimated to be between twenty (20) and forty (40) inches according to the USDA Soil Survey for Ada County.

6. **Transportation / Connectivity:**

The site is currently accessed via an existing driveway onto Kuna Road.

7. **Environmental Issues:**

Staff is unaware of any environmental issues surrounding the subject site.

8. **Agency Responses:** The following agency comments are included as exhibits with this case file:

- Boise Project Board of Control Exhibit C-1
- Kuna City Engineer Exhibit C-2
- Idaho Transportation Department Exhibit C-3
- Ada County Highway District Exhibit C-4

E. **Staff Analysis:**

On December 18, 2018, the Kuna Rural Fire District was approved for a lot split of 1.63 acres in preparation to purchase the subject site, and apply to rezone said property from Agriculture (A) to Public (P). A public facility such as a fire station is permitted in a public zoning district. However, at this time the Kuna Rural Fire District has not yet determined whether or not this site will host a new fire station. The Kuna Rural Fire District held a neighborhood meeting with residents within 700 feet of the subject site on June 18, 2019. According to the applicants "Neighborhood Meeting Certification", there were no attendees.

The Kuna Street Circulation Map identifies a proposed east/west mid-mile collector running along the subject site's southern property line. Staff notes, at the time of future development, the applicant will be responsible to construct a portion of the newly proposed road. Standard right-of-way for collector streets is typically 50 to 70-feet.

Staff has determined the applicant's rezone request is in compliance with Kuna City Code, Title Five; Idaho Statutes § 67-65 and the goals and policies set in Kuna's Comprehensive Plan. The Planning and Zoning Commission voted 2-0 on Tuesday, August 27, 2019 to recommend approval of case no. 19-04-ZC to City Council, subject to the conditions of approval as stated in section "J" of this report. Staff recommends that if the City Council approves this application, that the applicant be subject to the conditions of approval, and any additional conditions the Council wishes to impose.

F. **Applicable Standards:**

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

G. **Proposed Comprehensive Plan Analysis:**

The Kuna City Council may (accept or reject) the Comprehensive Plan components, and has determined the proposed annexation and preliminary plat requests for the site (*are/are not*) consistent with the following Comprehensive Plan components as described below:

Goal Area 2: Kuna will be a healthy, safe community.

- Goal 2.F: Provide public safety and emergency services (police, fire, ambulance).
 - Objective 2.F.1: Provide safety and emergency services that meet the need of all Kuna residents
 - Policy 2.F.1.c: Support the Kuna Rural Fire District in locating sites for construction of new facilities necessary to retain or improve emergency response time.

Goal Area 3: Kuna's Land uses will support a desirable, distinctive and well-designed community.

- Goal 3.G: Respect and protect private property rights.

- Objective 3.G.1: Ensure land use policies, restrictions, and fees do not violate private property rights.
 - Policy 3.G.1.b: Ensure City land use actions, decisions and regulations will not cause an unconstitutional regulatory taking of private property; and do not effectively eliminate all economic value of the subject property.
 - Policy 3.G.1.c: Ensure City land use actions, decisions and regulations do not prevent a private property owner from taking advantage of a fundamental property right. Ensure city actions do not impose a substantial and significant limitation on the use of the property.

Goal Area 4: Kuna will be a connected community through strong transportation and infrastructure systems.

- Goal 4.D: Promote a connected street network that incorporates mid-mile collectors and crossing for improved neighborhood connectivity.
 - Objective 4.D.2: Ensure the continued expansion/development of a mid-mile collector system throughout the community.
 - Policy 4.D.2.a: Extend and expand mid-mile roads as growth occurs.

H. Proposed Kuna City Code Analysis:

1. This request appears to *(be/not be)* consistent and in compliance with all Kuna City Code (KCC).

Comment: *The proposed applications (adhere/not adhere) to the applicable requirements of KCC Title 5.*

2. The annexation request *(is/is not)* likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

Comment: *The land to be developed is not used as wildlife habitat. Roads, driveways, family units and open spaces are planned for construction according the City and ACHD requirements and best practices and will therefore not cause environmental damage or loss of habitat.*

3. This application *(is/is not)* likely to cause adverse public health problems.

Comment: *The project will connect to public sewer and potable water systems at the point of future development, therefore eliminating the occurrence of adverse public health problems.*

I. Commission's Recommendation

Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission of Kuna, Idaho, hereby recommends *approval* of Case No. 19-04-ZC (*Rezone*); a request from the Kuna Rural Fire District to rezone approximately 1.63 acres from its current "A" (Agriculture) zoning district to a "P" (Public) zoning district subject to the following conditions of approval listed in section "J" of this staff memo.

J. Council's Proposed Order of Decision

Based on the facts outlined in staff's report and public testimony as presented, the City Council of Kuna, Idaho, hereby *(approves/conditionally approves/denies)* Case No. 19-04-ZC (*Rezone*); a request from the Kuna Rural Fire District to rezone approximately 1.63 acres from its current "A" (Agriculture) zoning district to a "P" (Public) zoning district, subject to the following conditions of approval:

1. At time of development the applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer hook-ups.

- b. The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - c. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
 - d. The Kuna Fire District shall approve fire flow requirements and/or construction plans. Installation of fire protection facilities as required by Kuna Fire District are required.
 - e. The Kuna Municipal Irrigation District and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
 - f. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
 - g. All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
2. Installation of service facilities at the time of future development shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
 3. Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. At time of development all City services shall be brought to and through the subject property. The applicant shall conform to all corresponding Master Plans.
 4. Any future site improvements the property owner shall comply with the provisions set forth in Kuna City Code (KCC).
 5. Any site improvements and/or building construction shall be subject to Design Review prior to commencement.
 6. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
 7. Developer/owner/applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
 8. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED this 15th day of October, 2019.



City of Kuna

City Council

Proposed Findings of Fact and Conclusions of Law

19-04-ZC (Rezone) - Public hearing
P.O. Box 13 6 of 55
Phone: (208) 922-5274
Fax: (208) 922-5989
www.Kunacity.id.gov

6A

Based upon the record contained in Case No. 19-04-ZC (Rezone) including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, exhibits, and the testimony during the public hearing, the Kuna City Council hereby (*approves/conditionally approves/denies*) the Findings of Fact and Conclusions of Law, and conditions of approval for Case No. 19-04-ZC, a request from the Kuna Rural Fire District to rezone approximately 1.63 acres from its current "A" (Agriculture) zoning district to a "P" (Public) zoning district.

1. *Based on the evidence contained in Case No. 19-04-ZC, this proposal does generally comply with the City Code.*

Staff Finding: *The applicant has submitted a complete application, and following staff review for technical compliance the application appears to be in general compliance with Kuna City Code Title 5.*

2. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

Staff Finding: *Neighborhood notices were mailed to residents within 700-ft of the proposed project site on September 25, 2019 and a legal notice was published in the Kuna Melba Newspaper on September 25, 2019. The applicant posted a sign on the property on October 4, 2019.*

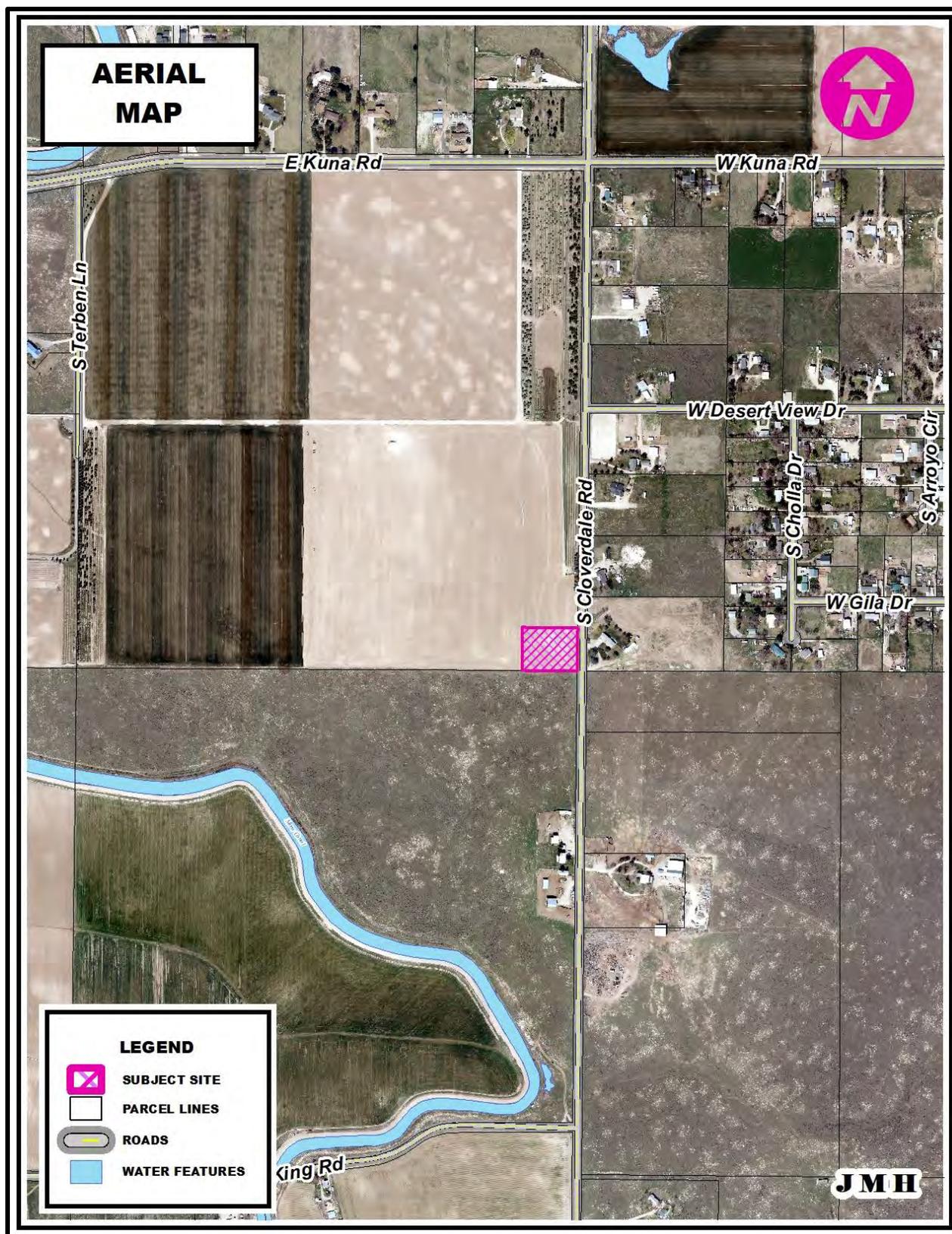
3. Based on the evidence contained in Case No. 19-04-ZC, this proposal does generally comply with the Comprehensive Plan.

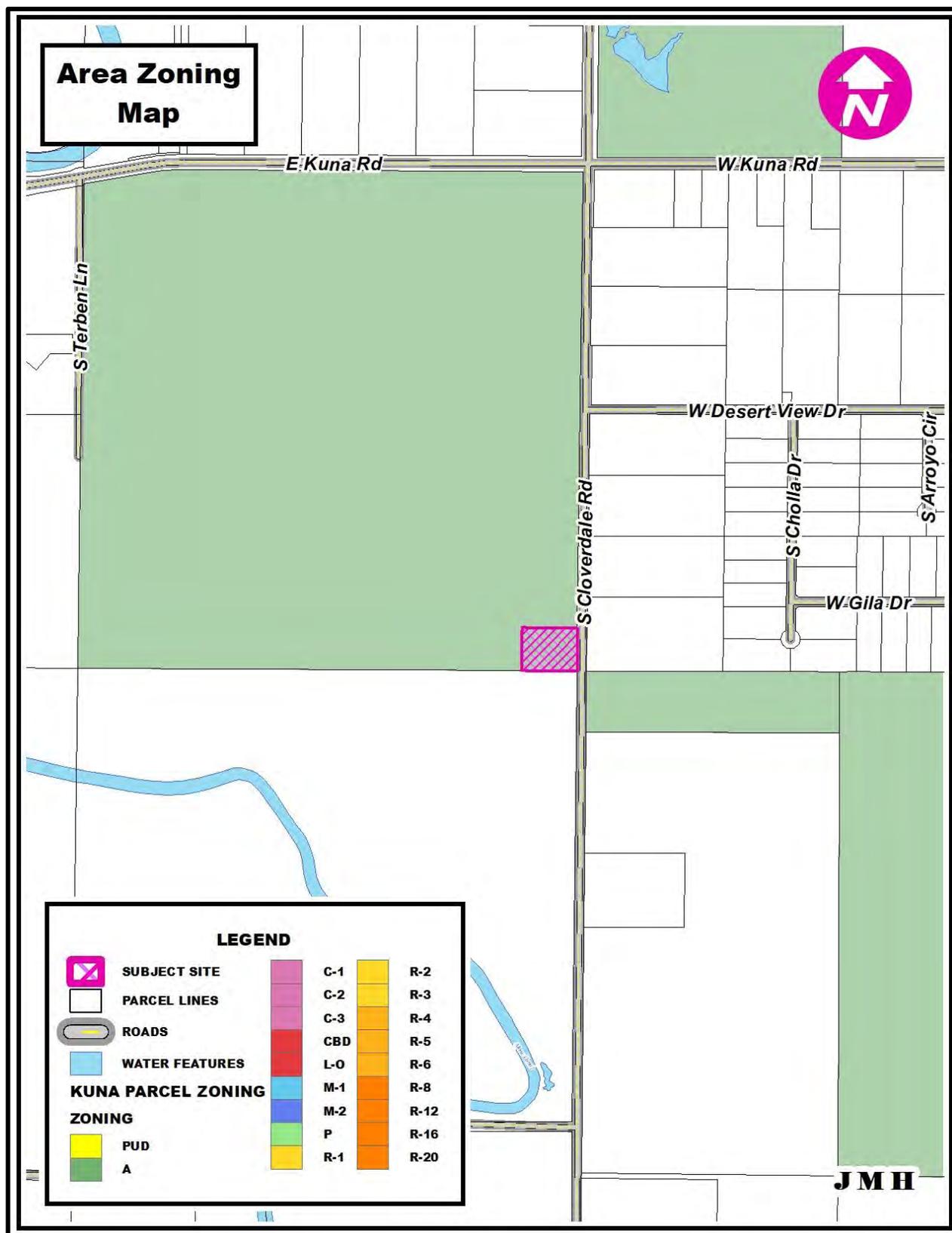
Staff Finding: *The Comprehensive Plan has listed goals, objectives and policies for providing safety and emergency services that meet the need of all Kuna residents and supporting the Kuna Rural Fire District in locating sites for construction of new facilities necessary to retain or improve emergency response time.*

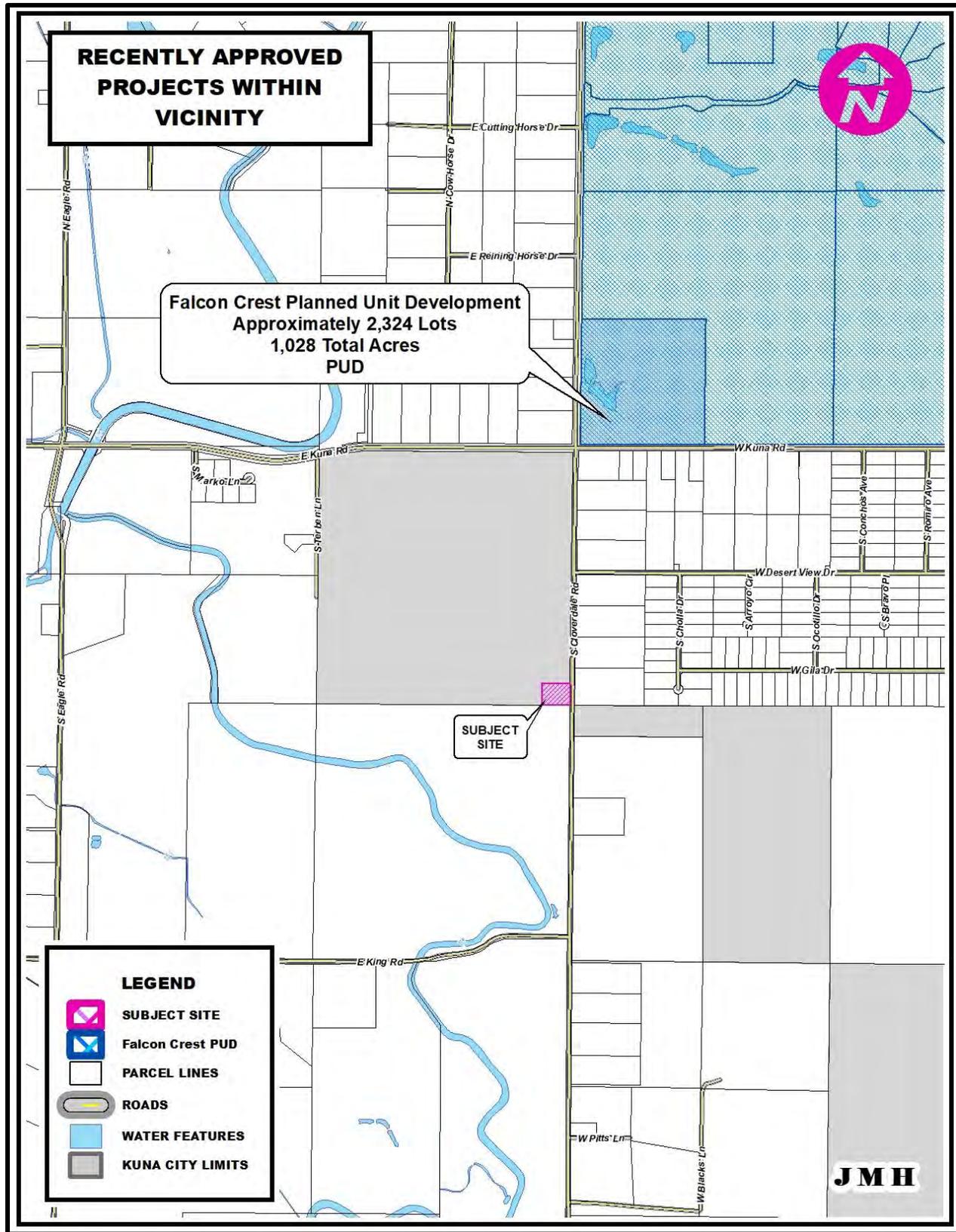
4. Based on evidence contained in Case No. 19-04-ZC, this proposal does generally comply with the Future Land Use Map.

Staff Finding: *The Future Land Use Map identifies the subject site as Public (P). The applicants proposed zoning designation of Public is in conformance with the City of Kuna's Future Land Use Map.*

DATED this 15th day of October, 2019.







**CITY OF KUNA
 PLANNING & ZONING COMMISSION**

**MEETING MINUTES
 Tuesday, August 27, 2019**

PZ COMMISSION MEMBER	PRESENT	CITY STAFF PRESENT:	PRESENT
Chairman Lee Young	X	Wendy Howell, Planning Director	Absent
Commissioner Dana Hennis	N/A	Troy Behunin, Senior Planner	X
Commissioner Cathy Gealy	X	Jace Hellman, Planner II	X
Commissioner Stephen Damron	N/A	Sam Weiger, Planner I	X
Commissioner John Laraway	X		

6:00 pm – COMMISSION MEETING

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

Call to Order and Roll Call

1. CONSENT AGENDA

Meeting Minutes for August 13, 2019.

Findings of Fact and Conclusions of Law For 16-13-DR (Design Review) – Winfield Springs Landscape Modification

Commissioner Gealy Motions to approve the consent agenda; Commissioner Laraway Seconds, all aye and motion carried 3-0.

2. PUBLIC HEARING

19-05-S (Preliminary Plat) & 19-03-ZC (Rezone) – Athleta Subdivision (Mulberry Place); The applicant, Epic Development Idaho, LLC, requests to rezone approximately 4.11 acres in Kuna City from C-1 (Neighborhood Commercial) to R-20, (High Density Residential) zone; and to subdivide the approx. 4.11 acres into 63 total lots (single-family home lots & common lots) and have reserved the name *Athleta Subdivision*. A Design Review Application for the common areas and buffer landscaping accompanies this application. The site is near the northwest corner of Ten Mile Road and Crenshaw Street, Kuna, Idaho in Section 15, Township 2N, Range 1W, APN #: S1315449223.

Troy Behunin: Good evening Commissioners, Troy Behunin, Planner III, 751 W 4th Street, Kuna Planning and Zoning Department. The application for the Athleta Subdivision has had all noticing procedures met to hold this public meeting and public hearing tonight for this application. Staff has been working with the applicant for a very long time. This project has been in the works in some degree for more than two years. Hopefully you’ve had a chance to read everything in the packet. The applicant is requesting a rezone from the commercial neighborhood district zone to the high-density residential zone. Originally, the applicant was pursuing a project that would’ve brought around 63 units of multifamily housing, in fourplexes on that property. During the course of time and the change of City Code that no longer allows for multifamily for a commercial zone. That occurred in February this year. The applicant had decided in early December, late November that they wanted to pursue a different product. In between the meetings we had, the idea was conceived that we should look at a different product. They brought back for-sale, small lots, connected buildings, single-family homes. It’s a townhome project, each of these homes are intended to be sold. The applicant proposes a preliminary plat in order to have them sold. It will function just like every other subdivision in the City and in the nation for that matter. The project is 4.14 acres in size, very small. With the R-20 designation, that zone change would allow them to put in the townhome product. The proposed gross density is almost three units under the requirement. The net density, which is everything on the project, is much less than 20 units per acre. Athleta Subdivision is proposing almost 25 percent open space. They are proposing a gazebo and

CITY OF KUNA PLANNING & ZONING COMMISSION

MEETING MINUTES Tuesday, August 27, 2019

Commissioner Gealy motions to table Case No. 19-08-AN, 19-04-S and 19-19-DR until we get further information from ACHD on the traffic in the area; Commissioner Laraway seconds, all aye and motion carried 2-0.

Josh Beach: I'd like to know the wording of the specific question you're looking for. Right now, it sounds pretty general. When you say traffic in the area, are you asking to know the timing of certain things? **C/Gealy:** I would like to know that this subdivision has other access to Ardell than what we're seeing on this. **C/Young:** A confirmation from ACHD, then? **C/Gealy:** Yes, on how they see the connectivity from this subdivision to the north and the proposed subdivision to the south. **Josh Beach:** You're seeking firm information as to Arroyo Indio, how that's connecting to Ardell, what's been approved. **C/Gealy:** Correct. **Troy Behunin:** We will need a new motion with that information. **C/Gealy:** I can't amend my old motion. **Josh Beach:** We can do that as quickly as you'd like. **C/Gealy:** Would two weeks be sufficient time? **Josh Beach:** Absolutely.

Commissioner Gealy motions to withdraw my previous motion; Commissioner Laraway seconds, all aye and motion carried 2-0.

Commissioner Gealy motions to seek clarification from ACHD regarding connectivity to the existing subdivision to the south as opposed to the subdivision to the north, and table Case No. 19-08-AN, 19-04-S and 19-19-DR to September 10, 2019 pending the information from ACHD.

19-04-ZC (Rezone) – Kuna Rural Fire District; On behalf of Cloverdale Ranch (owner), the Kuna Rural Fire District is requesting to rezone approximately 1.63 acres from an "A" (Agriculture) zoning district classification to a "P" (Public) zoning district classification. The subject site is located at the southwest corner of South Cloverdale Road and East Kuna Road, Kuna, ID 83634 (APN: S1428111010).

Jace Hellman: Jace Hellman, Planner II, 751 West Fourth Street, Kuna, ID 83634. The application before you this evening is for the rezone located adjacent to the southwest corner South Cloverdale Road and East Kuna Road from it's current zoning classification of agricultural to public. There are no plans at this time to develop anything on the site. From what I understand, it's the Kuna Fire District's wish to get it rezoned for the potential of developing something in the future on it. The applicant's proposed zoning is compliant with the comprehensive plan and future land use map. Staff has determined that this rezone is compliant with Kuna City Code. I'll stand for any questions you may have. **Phil Roberts:** Phil Roberts, Kuna Fire Chief, Kuna Fire Department, 16378 North Franklin, Nampa, ID. The plan for this property is to get a rezone for future use. The only use that we would use for that is a future development for firemen. With the city planning and some of the commercial development that's going out in this area or is planned for this area but hasn't quite gotten to a development point. We want to secure some land for future sites for the Fire District. Right now, we don't have a plan to meet this need. The way the property is being developed and sold in this area as you have seen with the last two applicants is that we need to secure some piece of property in the future. Right now, there's no plan for the size of the fire station. It would just be to secure the lot. **C/Gealy:** I saw in the application that the property that is further out from Kuna Road and Five Mile was sold. **Phil Roberts:** Yes. An existing fire station that was there was determined prior to my employment with Kuna Fire, and that was by the past chief and the past commissioners. That site was not in the specific perfect location, and the building on that was undersized. **C/Young:** I'll open the public testimony at 8:55. **Cheryl Gerla:** My name is Cheryl Gerla, I live at 13340 South Cloverdale. My house is the one directly across from the proposed rezoned area. I came tonight just to hear what the plan was. We did get the brochure, invitation for this. We moved out to this property three years ago. My house sits at an angle that will look directly at whatever they put on this property. Right now, I have a view of the mountains and pastures and everything. Every time I look out my front window, I imagine this fire station. Although, I know they are important for the community. We lived in the West Bench in Boise near a fire station. We heard the noise, the alarms, the activity. We moved out here to get away from that. It just breaks my heart to think about this building going in across the street. This will change the way I feel about the area. I know

**CITY OF KUNA
 PLANNING & ZONING COMMISSION**

**MEETING MINUTES
 Tuesday, August 27, 2019**

progress happens, so I object to the rezoning just for the record. It's mostly emotional, but I just wanted to share that. **Phil Roberts:** We will address those concerns with design. With our future plan, this will be three to four years down the road. The other thing that we've determined over time is that we don't start out our engines initially when we know there are concerns. We will go down the road and then turn on our sirens and blinds. We are cognizant to neighborhoods and ask that denser areas come up as indicated. The other is that we would take her view into account, we'll try to make every accommodation when and if this ever developed. Right now, we just plan on securing the property for potential. We can't even guarantee that we'll build. We just need to secure some property on Cloverdale. We have CS Beef and some others. Kuna Mora Road is becoming more active. We've had three fires out there already this year. One of them was a 350-acre fire. Vegetation went out by the correctional facility. We have a need, and one of the future plans for this site, not to linger the conversation, but it's a more rural station that will not be staffed 24/7. Those plans are varying. We are working on what those phases will be, but we are sympathetic to the needs of the community. **C/Gealy:** When we actually come up with a plan for construction, that there will be another public hearing for design review. **Jace Hellman:** Commissioner Gealy, there will be a design review, not necessarily a public hearing. It will be a public meeting, which means we won't have public testimony for it. However, there will be an active application that people can view. I'm sure the fire district would be willing to work with people, not to mention they are going to be required to move improve the roadway, which you can see in the staff report. Sunbeam is actually to the south once it develops. There will also be landscape buffers, everything like that to buffer the use as well. As far as development purposes, unless they came back to plat it for some reason, there would be nothing but design review left at this point. **C/Gealy:** Would neighbors be notified? **Jace Hellman:** Not for a design review. We can encourage them to talk with the neighbors before they build, but they're not required to. I'll close the public testimony at 9:02. **C/Young:** Knowing what the future growth is going to be like out that way with Falcon Crest and the more interesting industrial areas, I think it's great that the City is trying to be proactive and find sites for the growth instead of being behind the curve brush. **C/Gealy:** I appreciate the fire district being willing to work with the neighbors.

Commissioner Laraway motions to recommend approval of Case No. 19-04-ZC with the conditions as outlined in the staff report; Commissioner Gealy seconds, all aye and motion carried 2-0.

Troy Behunin: For Indian Creek Subdivision, it was tabled, it needs to be continued. We will still hold the meeting on the tenth, but I need the motion to be modified to say continue rather than tabled.

Commissioner Gealy motions to seek clarification from ACHD regarding connectivity to the existing subdivision to the south as opposed to the subdivision to the north, and continue Case No. 19-08-AN, 19-04-S and 19-19-DR on September 10, 2019 pending the information from ACHD.

3. COMMISSION REPORTS

4. ADJOURNMENT

Commissioner Hennis motions to adjourn; Commissioner Damron Seconds, all aye and motion carried 2-0.

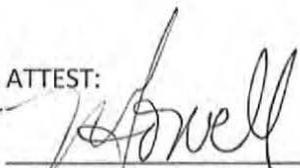
**CITY OF KUNA
PLANNING & ZONING COMMISSION**

**MEETING MINUTES
Tuesday, August 27, 2019**



Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:



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



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

Rezone Checklist

Rezone requires public hearings with both the Planning & Zoning Commission and City Council. Public hearing signs will be required to be posted by the applicant for both meetings. Sign posting regulations are available online.

Project name: Cloverdale Fire Station	Applicant: Kuna Fire District
---	---

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

Applicant (✓)	Description	Staff (✓)
✓	Completed and signed Commission & Council Review Application.	✓
✓	Letter of Intent indicating reasons for proposed rezone.	
✓	Vicinity map drawn to scale, showing the location of the subject property. Map shall contain the following information: Shaded area showing the rezone property, Street names and names of surrounding subdivisions.	
✓	Legal description of the rezone area: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description.	
No	Development Agreement & Development Agreement Checklist	
✓	Recorded warranty deed for the property.	
✓	Proof of ownership—A copy of your deed <u>and</u> Affidavit of Legal Interest. (All parties involved)	
✓	Neighborhood meeting certification (certification & neighborhood meeting list forms shall accompany this application).	
✓	Commitment of Property Posting form signed by the applicant/agent.	

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 Public Hearing 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
6.25.19



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)	19-04-ZC, 19-22-DR
Project name	Cloverdale Fire Station
Date Received	06.25.19
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>Cloverdale Ranch</u>	Phone Number: <u>208.375.5262</u>
Address: <u>2528 N. Cloverdale Road</u>	E-Mail: _____
City, State, Zip: <u>Boise, Idaho 83713</u>	Fax #: <u>208.375.9130</u>
Applicant (Developer): <u>KUNA FIRE DISTRICT</u>	Phone Number: <u>208-922-1144</u>
Address: <u>150 W. BOISE ST.</u>	E-Mail: <u>office@kunafire.com</u>
City, State, Zip: <u>KUNA, ID 83634</u>	Fax #: <u>208-922-1135</u>
Engineer/Representative: _____	Phone Number: _____
Address: _____	F-Mail: _____
City, State, Zip: _____	Fax #: _____

Subject Property Information

Site Address: <u>APPROXIMATELY ACROSS FROM 13340 S. CLOVERDALE</u>	
Site Location (Cross Streets): <u>DESERT VIEW</u>	
Parcel Number (s): <u>51418111010</u>	
Section, Township, Range: _____	
Property size: <u>1.627 ACRES</u>	
Current land use: <u>FARM</u>	Proposed land use: <u>FIRE STATION/STORAGE</u>
Current zoning district: <u>FARM</u>	Proposed zoning district: <u>PUBLIC USE</u>



Project Description

Project / subdivision name: _____

General description of proposed project / request: ERECT A STEEL BLDG. 40X50 TO HOUSE FIRE APPARATUS AS A UNMANNED FIRE STATION.

Type of use proposed (check all that apply):

Residential _____

Commercial _____

Office _____

Industrial _____

Other FIRE STATION

Amenities provided with this development (if applicable): _____

Residential Project Summary (if applicable)

Are there existing buildings? Yes No

Please describe the existing buildings: _____

Any existing buildings to remain? Yes No

Number of residential units: 0 Number of building lots: _____

Number of common and/or other lots: _____

Type of dwellings proposed:

Single-Family _____

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): _____

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

Percentage of open space provided: _____ Acreage of open space: _____

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

Non-Residential Project Summary (if applicable)

Number of building lots: 1 Other lots: 0

Gross floor area square footage: 2000 Existing (if applicable): _____

Hours of operation (days & hours): VARIABLE Building height: 14 FT EAVE HEIGHT

Total number of employees: 3-8 Max. number of employees at one time: 3

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] Date: 4-30-19



KUNA RURAL FIRE DISTRICT

EST. 1951

PERRY PALMER, FIRE CHIEF
150 WEST BOISE STREET
KUNA, ID 83634
PHONE: (208) 922-1144
FAX: (208) 922-1135
WWW.KUNAFIRE.COM

received
6.25.19

To: Jace Hellman

From: Perry Palmer

Date: 5-16-19

Subject: Fire Station Property on Cloverdale

In 1981, the Kuna Rural Fire District consolidated an existing fire station in Desert View located at Kuna Road and Five Mile. Fast forward to 2018 and the station was in need of extensive repairs, was too small to fit any of our apparatus and was poorly located for emergency responses.

The District sold the station and land and has since made a conditional offer for 1.63 acres of land on S. Cloverdale approximately .5 miles south of Kuna Road.

The intentions of the District will be to erect a 40 x 50 foot pre-engineered metal, two bay station. Initially, this will be an un-staffed station housing a fire engine and will provide for some storage of unused items and equipment. At some point beyond 5 years in the future, this location will likely change status for us and would have living quarters added to accommodate full time firefighters to address the anticipated growth in that area.

What the District will be seeking is approval for a zone change to allow for the construction of a community fire station.

Respectfully,

Perry S. Palmer

Fire Chief

Kuna Rural Fire District

received
6-25-19



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.kunacity.id.gov

State of Idaho)
County of Ada)

x I, Terry L. Cook, 401 S. Terken
Name Address
Kuna, Idaho 83634
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 KUNA FIRE DISTRICT 150 W. BOISE ST. KUNA
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.

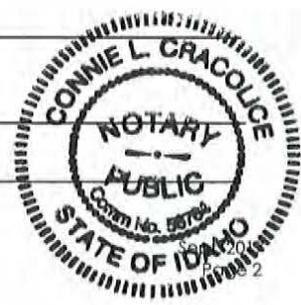
C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose
of site inspections related to processing said application(s).

Dated this 17th day of April, 2019

Terry L. Cook
Signature

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

x Connie L. Cracolice
Notary Public for Idaho
Residing at: Melba, Idaho
My commission expires: 09.16.22



received
6.25.19



City of Kuna COMMITMENT TO PROPERTY POSTING

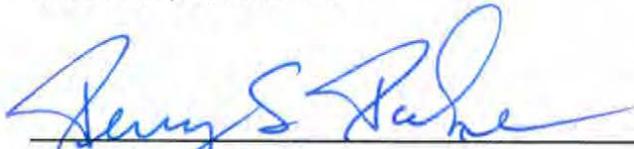
City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.kunacity.id.gov

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

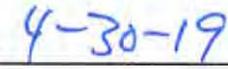
The applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the City no later than seven (7) days prior to the public hearing attesting to where and when the sign (s) were posted. Unless such Certificate is received by the required date,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

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

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



Applicant/agent signature



Date



Neighborhood Meeting Certification

received
6.25.19

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

GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 5-1A-2 of the Kuna City Code or ask one of our planners for more information on neighborhood meetings.

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

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

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

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

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

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

Description of proposed project: ERECT A 40' X 50' UNMANNED FIRE STATION
 Date and time of neighborhood meeting: JUNE 18TH 7:00 PM
 Location of neighborhood meeting: KUNA FIRE DIST. STA. 1

SITE INFORMATION:

Location: Quarter: _____ Section: _____ Township: _____ Range: _____ Total Acres: _____
 Subdivision Name: _____ Lot: _____ Block: _____
 Site Address: _____ Tax Parcel Number(s): _____

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

CURRENT PROPERTY OWNER:

Name: Cloverdale Ranch
 Address: 2528 N. Cloverdale Road City: Boise State: Idaho Zip: 83713

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

Name: _____ Business (if applicable): _____
 Address: _____ City: _____ State: _____ Zip: _____

PROPOSED USE:

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

Application Type

Brief Description

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

40'x50' PRE-ENGINEERED STEEL AND METAL BUILDING LOCATED ON 1.627 ACRES.
AN UNMANNED FIRE STATION/STORAGE BLDG. FOR A FIRE ENGINE AND POSSIBLY A BRUSH FIRE UNIT.

APPLICANT:

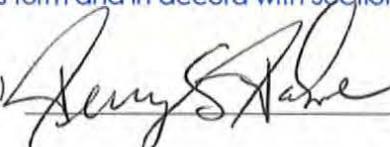
Name: KUNA FIRE DISTRICT

Address: 150 W. BOESE ST.

City: KUNA State: ID Zip: 83634

Telephone: 208-922-1144 Fax: 208-922-1135

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 5-1A-2 of the Kuna City Code

Signature: (Applicant)  Date 6-18-19

PRIMOWNER

BLEVINS HUTCHINGS PEARL DALE

BLEVINS HUTCHINGS SHERRI DALE

BORDER DON L

CLOVERDALE RANCH

GERLA DAVID

HALEY RODNEY D

SECOWNER

BLEVINS SHERRI DALE

BLEVINS HUTCHINGS PEARL DALE

BORBONUS HANS

GERLA CHERYL

ADDCONCAT	STATCONCAT
13690 S CLOVERDALE RD	KUNA, ID 83634-0000
13690 S CLOVERDALE RD	KUNA, ID 83634-0000
13160 S CLOVERDALE RD	KUNA, ID 83634-0000
2528 N CLOVERDALE RD	BOISE, ID 83713-4988
13340 S CLOVERDALE RD	KUNA, ID 83634-0000
13270 S CLOVERDALE RD	KUNA, ID 83634-2522

NEIGHBORHOOD MEETING MINUTES

Meeting Date: 6-18-19 Number of Attendees: 0

Meeting Location: KUNA FIRE STA. 1

Description of Project Presented:

I WAS AT THE STATION AT 6:45 AND STAYED TILL 7:30. NO ONE SHOWED UP TO THE STATION FOR THE MEETING. I DID GET ONE RETURN LETTER FROM THE MAILING. LETTERS WENT OUT ON JUNE 4, 2019

Attendee's comments:

I hereby certify that the above information is complete and correct to the best of my knowledge.

PERRY PALMER
Printed Name

[Signature]
Signature

6-18-19
Date

SIGN IN SHEET

PROJECT NAME: KUNA FIRE DISTRICT STATION 2

Date: 6-18-19

	<u>Name</u>	<u>Address</u>	<u>Zip</u>	<u>Phone</u>
1	<u>NO ONE SHOWED</u>			
2				
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ppalmer@kunafire.com

From: William F. Gigray <wfg@WHITEPETERSON.com>
Sent: Sunday, November 18, 2018 3:28 PM
To: Perry Palmer (ppalmer@kunafire.com)
Cc: Joan Howell
Subject: City of Kuna Applications for Lot Split and Zoning

Hi Chief: This e-mail is in follow up to the applications you provided at the meeting on the 14th.

It is my advice that on the Lot Split you would use the following legal description provided by the seller:

The following describes a parcel of real property lying within a portion of the Northeast Quarter (NE ¼) of Section 28, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows;

BEGINNING at the Southeast corner of said NE ¼, thence, along the south boundary line of said NE ¼, South 89°57' 05" West, 315.00 feet;

Thence, departing said south boundary line, parallel with the east boundary line of said NE ¼, North 00°15' 17" East, 225.00 feet;

Thence, parallel with said south boundary line, North 89°59" 05" East, 315.00 feet, to said east boundary line of said NE ¼;

Thence, along said east boundary line, South 00°15' 17" West, 225.00 feet, to the POINT OF BEGINNING, containing 1.627 acres more or less and is subject to any easements or reservations.

Advise that the subject property is within the City Limits and is the only part of the existing parcel that is in the City Limits. Use Exhibit to the Option agreement to show the proposed parcel. Work with Kuna P & Z staff if they need more than this.

Affidavit of Legal interest have that signed by:

HANSGEORG BORBONUS

TERRY COOK

By: Hansgeorg Borbonus _____

By: Terry Cook _____

Date: _____

Date: _____

6/25/18

Agreement, as Optionee, party herein and whose address is 150 W Boise Street, Kuna, Idaho 83634 and mailing address is P.O. Box 607, Kuna, Idaho 83634.

- 1.12 **Option Consideration:** means and refers to that sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), herein provided for to be paid by the Fire District to Optionor, as consideration for the exclusive option to purchase the Real Property, as herein provided in Section 3.
- 1.13 **Optionor:** Means and refers to Borbonus, Cook and Cloverdale Ranch owners of the Real Property and parties to this Agreement as Optionor.
- 1.14 **Party/Parties:** means and refers to the Optionor and the Fire District.
- 1.15 **Real Property:** means and refers to that certain Real Property depicted in **Exhibit A** attached hereto and by this reference incorporated herein this definition and which is legally described as follows:

The following describes a parcel of real property lying within a portion of the Northeast Quarter (NE ¼) of Section 28, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows;

BEGINNING at the Southeast corner of said NE ¼, thence, along the south boundary line of said NE ¼, South 89°57'05" West, 315.00 feet;

Thence, departing said south boundary line, parallel with the east boundary line of said NE ¼, North 00°15'17" East, 225.00 feet;

Thence, parallel with said south boundary line, North 89°59'05" East, 315.00 feet, to said east boundary line of said NE ¼;

Thence, along said east boundary line, South 00°15'17" West, 225.00 feet, to the **POINT OF BEGINNING**, containing 1.627 acres more or less and is subject to any easements or reservations.

**SECTION 2
RECITALS**

The Parties recite and declare:

- 2.1 The Fire District has the authority, pursuant to Idaho Code Section 31-1417 (2) to *purchase, hold, sell and convey real property, make such contracts, and purchase,...* as may be necessary or convenient for the purposes of the Fire District; and
- 2.2 Optionor is the sole owner of the Real Property and has the exclusive authority to sell and convey the Real Property; and
- 2.3 The Commissioners of the Fire District have determined that the Real Property, because it is size and location, would be beneficial to the District as a site for the development and construction of a fire station and related uses; and

A8

Exhibit (A)

RECORD OF SURVEY

A PORTION OF THE NE 1/4,
SECTION 28, T 2 N., R 1 E. S.M.
ADA, COUNTY, COUNTY, IDAHO

Seller initial and date _____
Seller initial and date _____

Buyer initial and date _____

RECORD OF SURVEY No. _____



NORTH

100 50 0 100 200
SCALE: 1" = 100'

LEGEND

- Boundary Line
- - - Section Line
- - - Easement Line
- ⊙ Found Brass Cap
- Found 1/2" Iron Pin
- ⊠ Found Aluminum Cap
- ⊞ Set 5/8"x24" Iron Pin, PLS 13448
- ⊠ Found Aluminum Cap Right-of-Way Monument
- Set Mag Nail
- WC Witness Corner

CERTIFICATE OF SURVEYOR

I, Sean P. Sullivan, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, and that this map is an accurate representation of said survey and that it is in conformity with the Corner Perpetuation and Filing Act, Idaho Code 55-1601 through 55-1612.

Sean P. Sullivan

License No. 13448

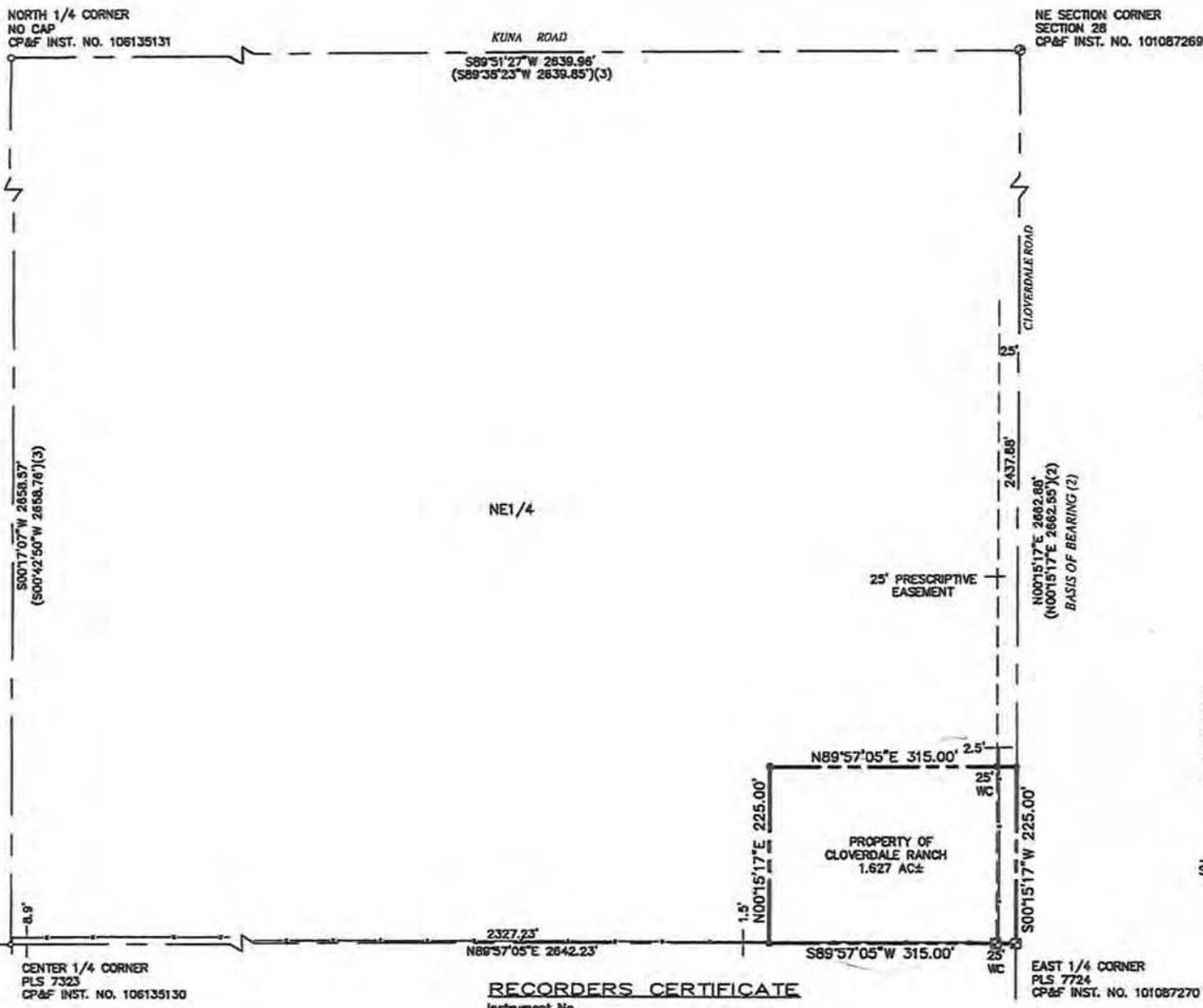


DAVID EVANS AND ASSOCIATES INC.
9825 Emerald St.
Boise Idaho
Phone: 208-585-5058

PREPARED FOR
Cloverdale Ranch, March, 2018

FILE NAME: 19-04-ZC-001
PROJECT NUMBER: 19-04-ZC-001
DRAFTED BY: JST
CHECKED BY: JST

INDEX No. 211-28-1-0-0-00-00



RECORDERS CERTIFICATE

Instrument No. _____
State of Idaho)
County of Ada)
I hereby certify that this instrument was filed for
at the request of DEA at _____ minutes past _____ o'clock
_____m, this _____ day of _____ year of 2018.
Ex-Officio Recorder Deputy
Fee: \$5.00

- REFERENCES:**
- (1) Quit Claim Deed, Inst. No. 2017-059087
 - (2) Desert View Estates NO. 5, Book 32 Page 1949
 - (3) Record of Survey, Inst. No. 4185





VICINITY MAP

E Kuna Rd

W Kuna Rd

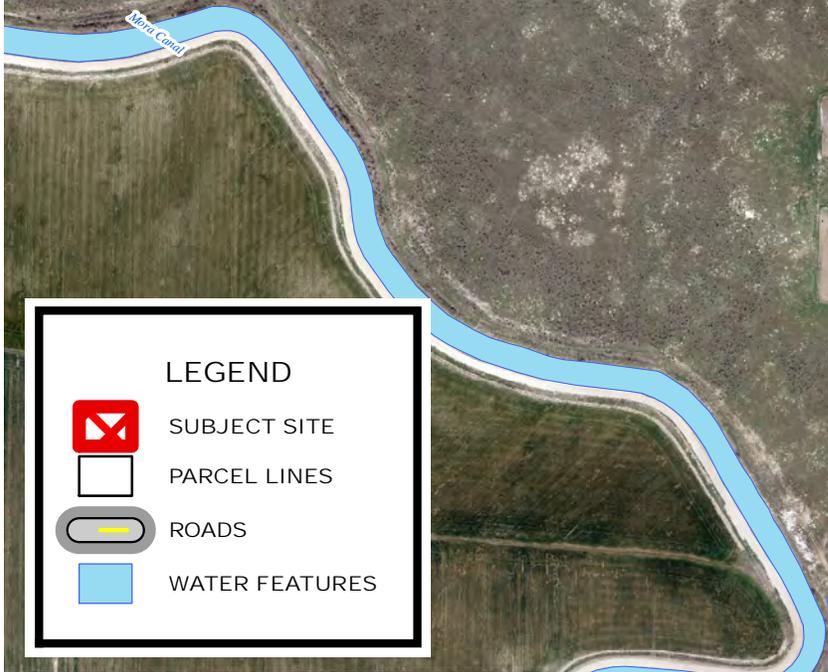
W Desert View Dr

S Cloverdale Rd

S Cholla Dr

W Gila Dr

SUBJECT
SITE



LEGEND

-  SUBJECT SITE
-  PARCEL LINES
-  ROADS
-  WATER FEATURES

345222 1947174

1 KUNA, CITY OF

P.O. BOX 13
KUNA ID 83634

**AFFIDAVIT OF PUBLICATION
STATE OF IDAHO**

County of Ada

)
)SS.
)

Sharon Jessen
of Nampa, Canyon County, Idaho, being
first duly sworn, deposes and says:

1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.
2. That I am the Principle Clerk of the Kuna Melba News, a weekly newspaper published in the City of Kuna, in the County of Ada, State of Idaho; that the said newspaper is in general circulation in the said County of Ada, and in the vicinity of Kuna and Melba, and has been uninterruptedly published in said County during a period of seventy-eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.
3. That the notice, of which the annexed is a printed copy, was published in said newspaper 1 time(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement.

That said notice was published the following:
09/25/2019

Sharon Jessen

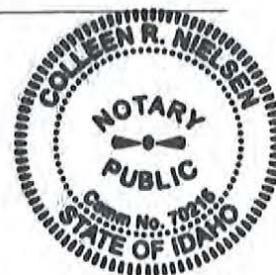
STATE OF IDAHO

County of Canyon

On this 25th day of September in the year of 2019 before me a Notary Public, personally appeared, Sharon Jessen, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that he/she executed the same.

Colleen R. Nielsen

Notary Public for Idaho
Residing at Canyon County
My Commission expires 06/28/2023



LEGAL NOTICE

File # 19-04-ZC (Rezone),
Kuna Rural Fire District;
Cloverdale Fire Station.

NOTICE IS HEREBY GIVEN, that the Kuna City Council will hold a public hearing, Tuesday, October 15, 2019 at 6:00 pm, or as soon as can be heard at Kuna City Hall, 751 W. 4th St, Kuna, ID; in connection with a Rezone (ZC) request from the Kuna Rural Fire District, on behalf of Cloverdale Ranch (owner), to rezone approximately 1.63 acres from its current "A" (Agriculture) zoning district to a "P" (Public) zoning district. The subject site is located at the southwest corner (SWC) of S. Cloverdale Road and E. Kuna Road, Kuna, ID 83634 (APN: S1428111010).

The public is invited to present written or oral comments. Written testimony received by the close of business on October 8, 2019 will be included in the packets distributed to the governing body. Late submissions (must include eight (8) copies) will be presented to the governing body at the time of the hearing. Please mail written comments to PO Box 13, Kuna, ID 83634, or drop them off at City Hall: 751 West 4th Street, Kuna, ID.

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

If you have any questions or require special accommodations, please contact the Kuna Planning & Zoning Department prior to the meeting at (208) 922-5274.

Kuna Planning & Zoning
Department
September 25, 2019
1947174

Exhibit
A5



CITY OF KUNA
PLANNING & ZONING DEPARTMENT
PO Box 13 • 751 W. 4th St • Kuna, Idaho • 83634
Phone (208) 922-5274 • Fax: (208) 922-5989
www.kunacity.id.gov

Dear Property Owner:

NOTICE IS HEREBY GIVEN that the City of Kuna **City Council** is scheduled to hold a public hearing on **October 15, 2019**, beginning at **6:00 pm** on the following case:

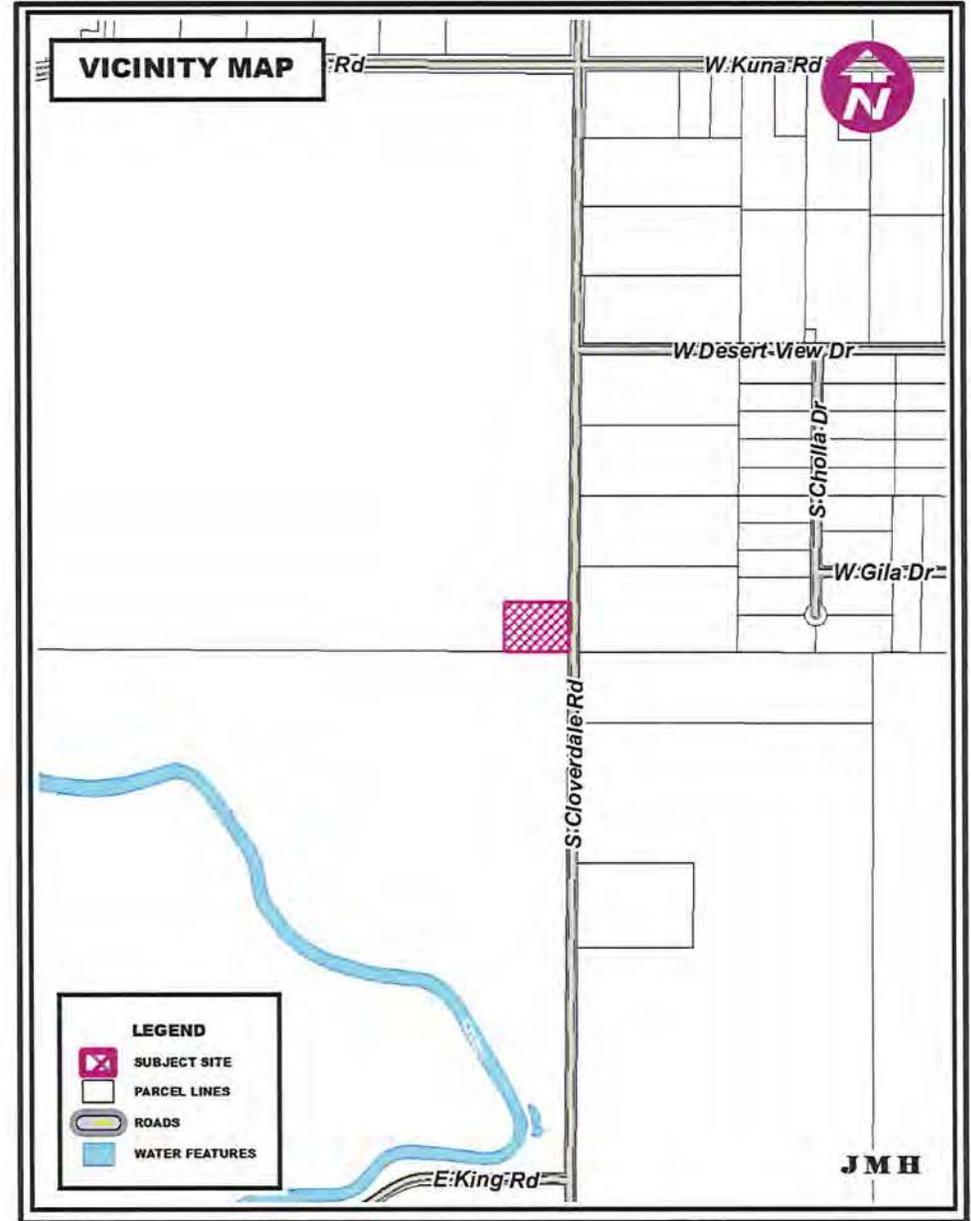
On Behalf of Cloverdale Ranch (owner), the Kuna Rural Fire District is requesting to rezone approximately 1.63 acres from its current "A" (Agriculture) zoning district to a "P" (Public) zoning district. The subject site is located at the southwest corner (SWC) of S. Cloverdale Road and E. Kuna Road, Kuna, ID 83634 (APN: S1428111010).

The hearing will be held at **6:00 PM in the Council Chambers at City Hall located at 751 W. 4th Street, Kuna, Idaho.**

You are invited to provide oral or written comments. Written testimony received by the close of business on **October 8, 2019** will be included in the packet that is distributed to the governing body prior to the hearing. Late submissions (must submit eight (8) copies) will be presented to the governing body at time of the hearing. Please note oral comments made during the public hearing will be restricted to three (3) minutes per person.

Mail written comments to PO Box 13, Kuna, ID 83634 or hand deliver them to City Hall.

If you have questions or need special assistance, please contact the Planning and Zoning Division at (208) 922-5274.



MAILED 9/25/19

Suggestions For Testifying at the Public Hearing:

Be informed . . .

Review the proposal, staff report, applicable provisions of the ordinance, comprehensive plan and Idaho State Code (Title 67, Chapter 65).

All items pertaining to the application can be found the Friday prior to the hearing at <http://kunacity.id.gov/240/Agendas-and-Meeting-Minutes>.

Be on time . . .

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

Speak to the point . . .

The governing body appreciates pertinent, well organized, factual and concise comments. Redundant testimony is prohibited. **The developer or their representative is given 10 minutes to present their project. Others wishing to testify are given three (3) minutes. The developer (or their representative) is given additional time for rebuttal to address issues raised during public testimony.** Long stories, abstract complaints, or generalities may not be the best use of time. Neighborhood groups are encouraged to organize testimony and have one (1) person speak on behalf of the group. The group representative will receive 10 minutes to make comments.

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

Written testimony submitted one (1) week prior to the hearing will be included in the packet that is distributed to the governing body prior to the hearing. Late submissions must submit eight (8) copies, which will be presented to the governing body at time of hearing. As a reminder, it is unreasonable to submit extensive written comments or information at the hearing and expect them to be reviewed prior to a decision.

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

NEGOTIATE

Pearl Hutchings Blevins
Sherri Blevins
13690 S Cloverdale Road
Kuna, ID 83634

Don Border
13160 S Cloverdale Rd
Kuna, ID 83634

Cloverdale Ranch
Hans Borbonus
2528 N Cloverdale Rd
Boise, ID 83713

David & Cheryl Gerla
13340 S Cloverdale Rd
Kuna, ID 83634

Rodney Haley
13270 S Cloverdale Rd
Kuna, ID 83634

PRIMOWNER

BLEVINS HUTCHINGS PEARL DALE
BLEVINS HUTCHINGS SHERRI DALE
BORDER DON L
CLOVERDALE RANCH
GERLA DAVID
HALEY RODNEY D

SECOWNER

BLEVINS SHERRI DALE
BLEVINS HUTCHINGS PEARL DALE

BORBONUS HANS
GERLA CHERYL

ADDCONCAT

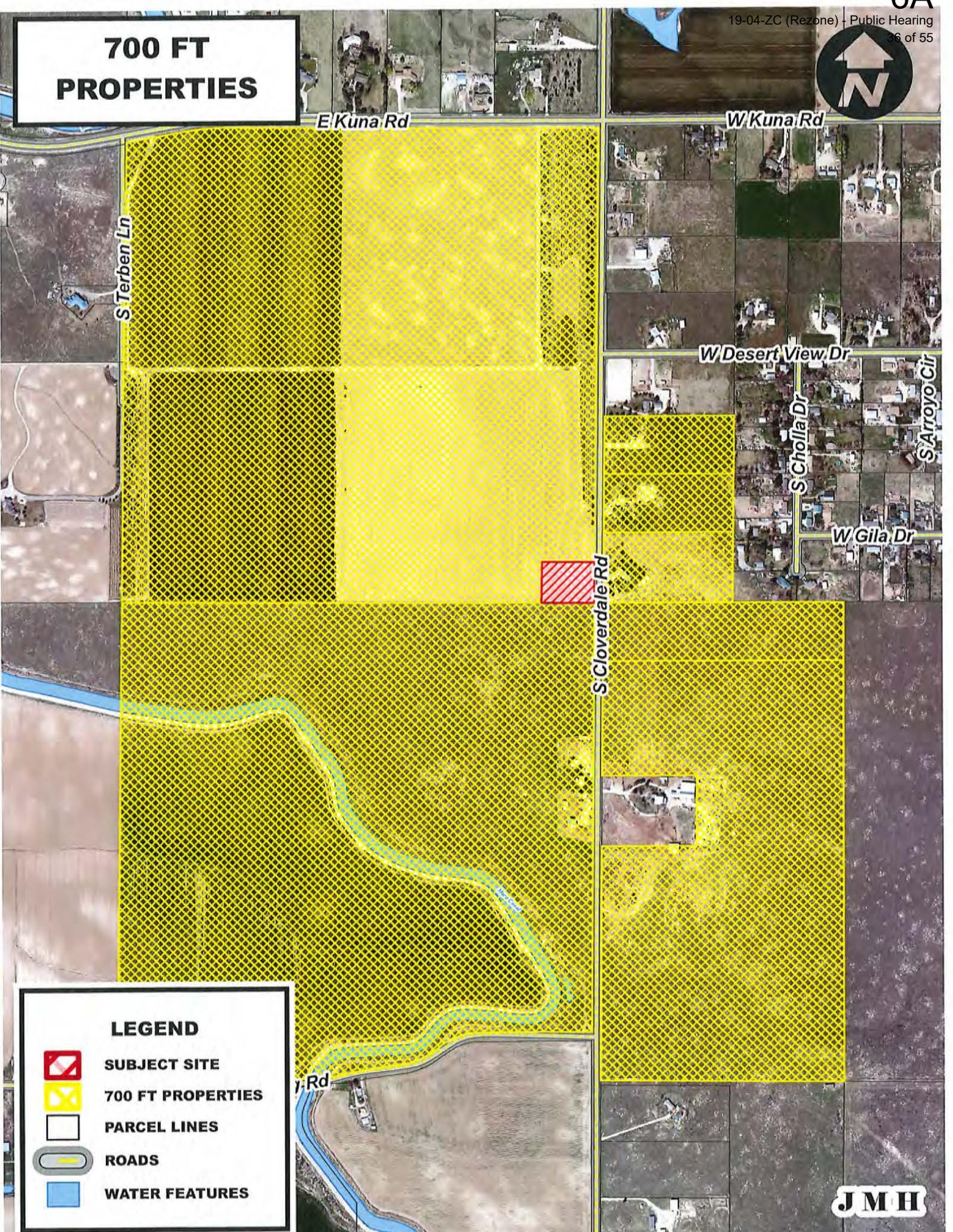
13690 S CLOVERDALE RD
13690 S CLOVERDALE RD
13160 S CLOVERDALE RD
2528 N CLOVERDALE RD
13340 S CLOVERDALE RD
13270 S CLOVERDALE RD

STATCONCAT

KUNA, ID 83634-0000
KUNA, ID 83634-0000
KUNA, ID 83634-0000
BOISE, ID 83713-4988
KUNA, ID 83634-0000
KUNA, ID 83634-2522



700 FT PROPERTIES



LEGEND

-  SUBJECT SITE
-  700 FT PROPERTIES
-  PARCEL LINES
-  ROADS
-  WATER FEATURES

Jace Hellman

From: Jace Hellman
Sent: Tuesday, July 16, 2019 3:41 PM
To: ACHD; Ada County Engineer; Adam Ingram; Becky Rone - Kuna USPS Addressing; Bob Bachman; Bobby Withrow; Boise Project Board of Control (TRitthaler@boiseproject.org); Cable One t.v.; Central District Health Dept. CDHD; COMPASS; DEQ (Alicia.martin@deq.idaho.gov); Eric Adolfson; Idaho Power; Idaho Power; Idaho Power Easements; 'Idaho Power Easments 2'; Intermountain Gas; ITD; J&M Sanitation - Chad Gordon; jmcDaniel@adaweb.net; Julie Stanely - Regional Address Mgmt.; Kuna Postmaster - Marc C. Boyer; Kuna School District; Kuna School District; Kuna School District; Lisa Holland; Megan Leatherman; Nampa Meridian Irrigation District; New York Irrigation; Paul Stevens; Perry Palmer; Planning Mgr: Ada County Development Services Kuna Planning and Zoning Request for Comment - Case No. 19-04-ZC (Rezone) - Kuna Rural Fire District; Cloverdale Fire Station.
Subject:
Attachments: KFRD Agency Packet.pdf

July 16, 2019

Notice is hereby given by the City of Kuna that the following action(s) are under consideration:

File Number & Case Name:	19-04-ZC (Rezone) – Kuna Rural Fire District; Cloverdale Fire Station.
Project Description	On Behalf of Cloverdale Ranch (owner), the Kuna Rural Fire District is requesting to rezone approximately 1.63 acres from its current "A" (Agriculture) zoning district to a "P" (Public) zoning district. The subject site is located at the southwest corner (SWC) of S. Cloverdale Road and E. Kuna Road, Kuna, ID 83634 (APN: S1428111010).
Site Location	SWC of S. Cloverdale Road and E. Kuna Road, Kuna, ID 83634 (APN: S1428111010)
Applicant	Kuna Rural Fire District 150 W. Boise St. Kuna, ID 83634 208-922-1144 office@kunafire.com
Owner	Cloverdale Ranch 2528 N. Cloverdale Road Boise, ID 83713 208-375-5262
Public Hearing Date	Tuesday, August 27, 2019 6:00 pm Kuna City Hall is located at 751 W. 4 th Street, Kuna, ID 83634

Staff Contact	Jace Hellman, Planner II jhellman@kunaaid.gov Phone: 208.922.5274 Fax: 208.922.5989
----------------------	--

Enclosed is information to assist you with your consideration and response. All comments as to how this action may affect the service(s) your agency provides, is greatly appreciated. Please contact staff with any questions. **If your agency needs different or additional information to review and provide comments please notify our office and they will be sent to you.** If your agency needs additional time for review, please let our office know as soon as possible. *No response within 15 business days will indicate you have no objection or comments for this project.*

Thank you,

Jace Hellman
 Planner II
 751 W 4th St
 Kuna, ID 83634
jhellman@kunaaid.gov



Jace Hellman

From: Tom Ritthaler <TRitthaler@boiseproject.org>
Sent: Wednesday, July 17, 2019 8:33 AM
To: Jace Hellman
Subject: RE: Kuna Planning and Zoning Request for Comment - Case No. 19-04-ZC (Rezone) - Kuna Rural Fire District; Cloverdale Fire Station.

Jace,
 Boise Project has no facilities or jurisdiction at this location.

Tom

From: Jace Hellman
Sent: Tuesday, July 16, 2019 3:41 PM
To: ACHD <clittle@achdidaho.org>; Ada County Engineer <agilman@adaweb.net>; Adam Ingram <adam.ingram@cableone.biz>; Becky Rone - Kuna USPS Addressing <rebecca.i.rone@usps.gov>; Bob Bachman <bbachman@kunaid.gov>; Bobby Withrow <bwithrow@kunaid.gov>; Boise Project Board of Control (TRitthaler@boiseproject.org) <TRitthaler@boiseproject.org>; Cable One t.v. <cheryl.goettsche@cableone.biz>; Central District Health Dept. CDHD <lbadigia@cdhd.idaho.gov>; COMPASS <cmiller@compassidaho.org>; DEQ (Alicia.martin@deq.idaho.gov) <Alicia.martin@deq.idaho.gov>; Eric Adolfson <eadolfson@compassidaho.org>; Idaho Power <ahawkins@idahopower.com>; Idaho Power <bwatson2@idahopower.com>; Idaho Power Easements <easements@idahopower.com>; Idaho Power Easements 2 <kfunke@idahopower.com>; Intermountain Gas <bryce.ostler@intgas.com>; ITD <D3Development.Services@itd.idaho.gov>; J&M Sanitation - Chad Gordon <Chad.Gordon@jmsanitation.com>; jmcDaniel@adaweb.net; Julie Stanely - Regional Address Mgmt. <Julie.R.Stanley@usps.gov>; Kuna Postmaster - Marc C. Boyer <marc.c.boyer@usps.gov>; Kuna School District <kbekkedahl@kunaschools.org>; Kuna School District <bsaxton@kunaschools.org>; Kuna School District <wjohnson@kunaschools.org>; Lisa Holland <lholland@kunaid.gov>; Megan Leatherman <mleatherman@adaweb.net>; Nampa Meridian Irrigation District <nmid@nmid.org>; New York Irrigation <terri@nyid.org>; Paul Stevens <PStevens@kunaid.gov>; Perry Palmer <ppalmer@kunafire.com>; Planning Mgr: Ada County Development Services <jboal@adaweb.net>
Subject: Kuna Planning and Zoning Request for Comment - Case No. 19-04-ZC (Rezone) - Kuna Rural Fire District; Cloverdale Fire Station.

July 16, 2019

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Applicant	Kuna Rural Fire District 150 W. Boise St. Kuna, ID 83634 208-922-1144 office@kunafire.com
Owner	Cloverdale Ranch 2528 N. Cloverdale Road Boise, ID 83713 208-375-5262
Public Hearing Date	Tuesday, August 27, 2019 6:00 pm Kuna City Hall is located at 751 W. 4 th Street, Kuna, ID 83634
Staff Contact	Jace Hellman, Planner II jhellman@kunaid.gov Phone: 208.922.5274 Fax: 208.922.5989
<p>Enclosed is information to assist you with your consideration and response. All comments as to how this action may affect the service(s) your agency provides, is greatly appreciated. Please contact staff with any questions. If your agency needs different or additional information to review and provide comments please notify our office and they will be sent to you. If your agency needs additional time for review, please let our office know as soon as possible. <i>No response within 15 business days will indicate you have no objection or comments for this project.</i></p>	

Thank you,

Jace Hellman
Planner II
751 W 4th St
Kuna, ID 83634
jhellman@kunaid.gov





CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov

Paul A. Stevens, P.E.
Kuna City Engineer
208-287-1727

REZONE & DESIGN REVIEW MEMORANDUM

Date: 23 July 2019
From: Paul A. Stevens, P.E.
To: Wendy Howell, Planning and Zoning Director
RE: Kuna Rural Fire District; Cloverdale Fire Station 19-04-ZC & 19-22-DR

The Kuna Rural Fire District; Cloverdale Fire Station 19-04-ZC & 19-22-DR request dated 25 June 2019 has been reviewed. The following narrative is limited to the rezone & design review request. The application shows a request to rezone from "A" agriculture to "P" public. A discussion regarding the availability of city utility services (pressurized irrigation, sewer, & water) will accompany the preliminary plat when submitted.

1. General

- a) With the addition of this property into the corporate limits of Kuna and its potential connection to pressurized irrigation, sewer, and water utilities, this property will be placing demand on constructed facilities and on water rights provided by others. It is expected that this property transfer to the City, at time of connection, all conveyable water rights by deed and "Change of Ownership" form from IDWR. The domestic water right associated solely with a residence and ½ acre or less is not conveyable. The water right held in trust by an irrigation district is also not conveyable.
- b) A plan approval letter will be required if this project affects any local irrigation districts or its facilities.
- c) The City reserves the right of prior approval to all agreements involving the applicant, successors & assigns and the irrigation or drainage district related to the property of this application and any attempt to abandon surface water rights.
- d) Zone P is designed to accommodate public or quasi-public facilities. A fire station is a listed public facility. This lot complies with the Zone P set back and available land area of 1.6 Acres fulfills the requirements listed in the Kuna Code.

2. Property Description

- a) The applicant provided a metes and bounds property description (legal description) of the subject parcel. The legal description pertains to the gross area and the property boundary. A record of survey, and a vicinity map provide graphical illustrations. No subdivision or preliminary plat has been presented.

Exhibit
C2

Jace Hellman

From: D3 Development Services <D3Development.Services@itd.idaho.gov>
Sent: Friday, July 26, 2019 3:03 PM
To: Jace Hellman
Subject: 19-04-ZC (Rezone) - Kuna Rural Fire District; Cloverdale Fire Station.

Good afternoon,
ITD has received application 19-04-ZC for review. ITD does not anticipate any significant traffic impact to the State Highway system from this development and has no objections to the proposed development.

Thank you,

Sarah Arjona
Development Services Coordinator
ITD District 3
(208) 334-8338

From: Jace Hellman <jhellman@kunaID.gov>
Sent: Tuesday, July 16, 2019 3:41 PM
To: ACHD <clittle@achdidaho.org>; Ada County Engineer <agilman@adaweb.net>; Adam Ingram <adam.ingram@cableone.biz>; Becky Rone - Kuna USPS Addressing <rebecca.i.rone@usps.gov>; Bob Bachman <bbachman@kunaid.gov>; Bobby Withrow <bwithrow@kunaid.gov>; Boise Project Board of Control (TRitthaler@boiseproject.org) <TRitthaler@boiseproject.org>; Cable One t.v. <cheryl.goettsche@cableone.biz>; Central District Health Dept. CDHD <lbadigia@cdhd.idaho.gov>; COMPASS <cmiller@compassidaho.org>; DEQ (Alicia.martin@deq.idaho.gov) <Alicia.martin@deq.idaho.gov>; Eric Adolfson <eadolfson@compassidaho.org>; Idaho Power <ahawkins@idahopower.com>; Idaho Power <bwatson2@idahopower.com>; Idaho Power Easements <easements@idahopower.com>; Idaho Power Easements 2 <kfunke@idahopower.com>; Intermountain Gas <bryce.ostler@intgas.com>; D3 Development Services <D3Development.Services@itd.idaho.gov>; J&M Sanitation - Chad Gordon <Chad.Gordon@jmsanitation.com>; jmcDaniel@adaweb.net; Julie Stanely - Regional Address Mgmt. <Julie.R.Stanley@usps.gov>; Kuna Postmaster - Marc C. Boyer <marc.c.boyer@usps.gov>; Kuna School District <kbekkedahl@kunaschools.org>; Kuna School District <bsaxton@kunaschools.org>; Kuna School District <wjohanson@kunaschools.org>; Lisa Holland <lholland@kunaid.gov>; Megan Leatherman <mleatherman@adaweb.net>; Nampa Meridian Irrigation District <nmid@nmid.org>; New York Irrigation <terri@nyid.org>; Paul Stevens <PStevens@kunaid.gov>; Perry Palmer <ppalmer@kunafire.com>; Planning Mgr: Ada County Development Services <jboal@adaweb.net>
Subject: [EXTERNAL] Kuna Planning and Zoning Request for Comment - Case No. 19-04-ZC (Rezone) - Kuna Rural Fire District; Cloverdale Fire Station.

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---
July 16, 2019

Notice is hereby given by the City of Kuna that the following action(s) are under consideration:

File Number & Case Name:	19-04-ZC (Rezone) – Kuna Rural Fire District; Cloverdale Fire Station.
-------------------------------------	--



Project Description	On Behalf of Cloverdale Ranch (owner), the Kuna Rural Fire District is requesting to rezone approximately 1.63 acres from its current "A" (Agriculture) zoning district to a "P" (Public) zoning district. The subject site is located at the southwest corner (SWC) of S. Cloverdale Road and E. Kuna Road, Kuna, ID 83634 (APN: S1428111010).
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Owner	Cloverdale Ranch 2528 N. Cloverdale Road Boise, ID 83713 208-375-5262
Public Hearing Date	Tuesday, August 27, 2019 6:00 pm Kuna City Hall is located at 751 W. 4 th Street, Kuna, ID 83634
Staff Contact	Jace Hellman, Planner II jhellman@kunaid.gov Phone: 208.922.5274 Fax: 208.922.5989
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Thank you,

Jace Hellman
Planner II
751 W 4th St
Kuna, ID 83634
jhellman@kunaid.gov





Project/File: KUNA19-0012/ 19-04-ZC
This is a rezone to Public zoning of 1.63 acres.

Lead Agency: City of Kuna

Site location: SWC of Cloverdale Road & Kuna Road

Staff Approval: August 12, 2019

Applicant: Kuna Rural Fire District
150 W. Boise Street
Kuna, ID 83634

Staff Contact: Dawn Battles
Phone: 387-6218
E-mail: dbattles@achdidaho.org



A. Findings of Fact

1. **Description of Application:** The applicant is requesting a rezone from A (Agricultural) to P (Public) of 1.63 acres. The applicant's proposal is consistent with the City of Kuna's future land use map.

2. **Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Agricultural	A
South	Rural Residential	RR (Ada County)
East	Rural Residential	RR (Ada County)
West	Agricultural	A

- 3. **Site History:** ACHD has not previously reviewed this site for a development application.
- 4. **Transit:** Transit services are not available to serve this site.
- 5. **New Center Lane Miles:** The proposed development includes 0 centerline miles of new public road.
- 6. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time.
- 7. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**
 - Cloverdale Road is listed in the CIP to be widened to 3-lanes from Kuna Road to Hubbard Road between 2031 and 2035.



- The intersection of Kuna Road and Cloverdale Road is listed in the CIP to be constructed as a single-lane roundabout with 2-lanes on the north leg, 2-lanes on the south, 2-lanes east, and 2-lanes on the west leg, and signalized between 2031 and 2035.

B. Traffic Findings for Consideration

1. Condition of Area Roadways

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Cloverdale Road	224-feet	Minor Arterial	245	Better than "E"
Kuna Road	0-feet	Minor Arterial	240	Better than "E"

* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).

2. Average Daily Traffic Count (VDT)

Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for Cloverdale Road south of Kuna Road was 4,110 on August 22, 2018.
- The average daily traffic count for Kuna Road east of Eagle Road was 3,391 on January 29, 2019.

C. Findings for Consideration

This application is for rezone only. Listed below are some findings for consideration that the District may identify when it reviews a future development application. The District may add additional findings for consideration when it reviews a specific redevelopment application.

1. Cloverdale Road

a. Existing Conditions: Cloverdale Road is improved with 2-travel lanes, 28-feet of pavement and no curb, gutter or sidewalk abutting the site. There is 50-feet of right-of-way for Cloverdale Road (27-feet from centerline).

b. Policy:

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of Way Width Policy: District Policy 7205.2.1 & 7205.5.2 states that the standard 3-lane street section shall be 46-feet (back-of-curb to back-of-curb) within 70 feet of right-of-way. This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along

arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Cloverdale Road is designated in the MSM as a Rural Arterial with 3-lanes and on-street bike lanes, a 46-foot street section within 74-feet of right-of-way.

Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Access Policy: District policy 7205.4.6 states that direct access to minor arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1a under District policy 7205.4.6, unless a waiver for the access point has been approved by the District Commission.

- c. **Staff Comments/Recommendations:** As part of a future development application and consistent with the MSM, the applicant should be required to dedicate additional right-of-way to total 37-feet from centerline of Cloverdale Road abutting the site. The applicant will not be compensated for this right-of-way dedication as this segment of Cloverdale Road is not listed in the CIP or IFWYP.

The applicant should widen the pavement on Cloverdale Road to a minimum of 17-feet from centerline plus a 3-foot wide gravel and construct 5-foot wide detached concrete sidewalk located a minimum of 30-feet from centerline of Cloverdale Road abutting the site.

As part of a future development application, the applicant should coordinate any new driveways with ACHD.

2. Sunbeam Street, East/West Mid-Mile Collector (Master Street Map)

a. **Existing Conditions:** There are no mid-mile collector roadways adjacent to or within the site.

b. **Policy:**

Collector Street Policy: District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Half Street Policy: District Policy 7206.2.2 required improvements to adjacent collector street shall consist of pavement widening to one-half the required width, including curb, gutter and concrete sidewalk (minimum 7-foot attached or 5-foot detached), plus 12-feet of additional pavement widening beyond the centerline established for the street to provide an adequate roadway surface, with the pavement crowned at the ultimate centerline. A 3-foot wide gravel shoulder and a borrow ditch sized to accommodate the roadway storm runoff shall be constructed on the unimproved side.

Sidewalk Policy: District policy 7206.5.6 requires concrete sidewalks at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Stub Street Policy: District policy 7206.2.4 states that stub streets will be required to provide circulation or to provide access to adjoining properties. Stub streets will conform with the requirements described in Section 7206.2.4, except a temporary cul-de-sac will not be required if the stub street has a length no greater than 150-feet. A sign shall be installed at the terminus of the stub street stating that, "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENED IN THE FUTURE."

In addition, stub streets must meet the following conditions:

- A stub street shall be designed to slope towards the nearest street intersection within the proposed development and drain surface water towards that intersection; unless an alternative storm drain system is approved by the District.
- The District may require appropriate covenants guaranteeing that the stub street will remain free of obstructions.

Temporary Dead End Streets Policy: District policy 7206.2.4 requires that the design and construction for cul-de-sac streets shall apply to temporary dead end streets. The temporary cul-de-sac shall be paved and shall be the dimensional requirements of a standard cul-de-sac. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. A new collector roadway was identified on the MSM with the street typology of Rural Road. The new collector roadway should align with the new Collector Roadway identified on the MSM on the east side of Cloverdale Road and continue through the property stubbing to the west property line.

Access Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

District Policy 7206.1 states that the primary function of a collector is to intercept traffic from the local street system and carry that traffic to the nearest arterial. A secondary function is to service adjacent property. Access will be limited or controlled. Collectors may also be designated at bicycle and bus routes.

Driveway Location Policy (Stop Controlled Intersection): District policy 7206.4.4 requires driveways located on collector roadways near a STOP controlled intersection to be located outside of the area of influence; OR a minimum of 150-feet from the intersection, whichever is greater. Dimensions shall be measured from the centerline of the intersection to the centerline of the driveway.

Successive Driveways: District policy 7206.4.5 Table 1, requires driveways located on collector roadways with a speed limit of 25 MPH and daily traffic volumes less than 100 VTD to align or offset a minimum of 150-feet from any existing or proposed driveway.

Driveway Width Policy: District policy 7206.4.6 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7206.4.6, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7206.4.6.

- c. **Staff Comments/Recommendations:** There is a new east/west mid-mile collector, Sunbeam Street, designated on the MSM abutting the site's south property line. As part of a future development application, the applicant should be required to construct Sunbeam Street, the east/west collector street as ½ of a 36-foot street section to include vertical curb, gutter and 5-foot wide detached concrete sidewalk or 7-foot wide attached concrete sidewalk, plus 12-feet of additional pavement widening beyond the centerline established for the street to provide an adequate roadway surface, with pavement crowned at the ultimate centerline. A 3-foot wide gravel shoulder and a borrow ditch sized to accommodate the roadway storm runoff shall be constructed on the unimproved side.

The applicant should install a sign at the terminus of Sunbeam Street, the east/west collector stating, *"THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENED IN THE FUTURE."*

The applicant should be required to construct a temporary turnaround at the terminus of Sunbeam Street, the east/west collector street, as the stub street is greater than 150-feet in length. The applicant should receive approval with the appropriate Fire Department and ACHD for the temporary turnaround.

As part of a future development application, the applicant should coordinate any new driveways with ACHD.

3. **Emergency Signals**

All costs associated with the standard warning signs, flashers and signals for the fire station shall be borne by the applicant. The applicant should submit plans to ACHD for review and approval.

4. **Tree Planters**

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

5. **Landscaping**

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

D. Site Specific Conditions of Approval

This application is for a rezone only. The District may add additional findings for consideration when it reviews a specific development application. Site Specific Conditions will be established at that time.

1. Payment of impact fees is due prior to issuance of a building permit.
2. Comply with all Standard Conditions of Approval.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.

2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

G. Attachments

1. Vicinity Map
2. Utility Coordinating Council
3. Development Process Checklist
4. Appeal Guidelines

VICINITY MAP



Ada County Utility Coordinating Council

Developer/Local Improvement District Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

- 1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.
- 2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.
- 3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.
- 4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

- Submit a development application to a City or to Ada County
- The City or the County will transmit the development application to ACHD
- The ACHD **Planning Review Section** will receive the development application to review
- The **Planning Review Section** will do one of the following:
 - Send a "**No Review**" letter to the applicant stating that there are no site specific conditions of approval at this time.
 - Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
 - Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

- For **ALL** development applications, including those receiving a "**No Review**" letter:
 - The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
 - The applicant is required to get a permit from Construction Services (ACHD) for **ANY** work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.
- Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:

Construction (Non-Subdivisions)

- Driveway or Property Approach(s)**
 - Submit a "Driveway Approach Request" form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.
- Working in the ACHD Right-of-Way**
 - Four business days prior to starting work have a bonded contractor submit a "Temporary Highway Use Permit Application" to ACHD Construction – Permits along with:
 - a) Traffic Control Plan
 - b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50' or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)

- Sediment & Erosion Submittal**
 - At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.
- Idaho Power Company**
 - Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.
- Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.
 - a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.
 - b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.
 - c. **Time to Reply:** The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.
 - d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.
 - e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.



City of Kuna

City Council Staff Memo

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

To: City Council

Case Numbers: 19-03-ZC (Rezone), 19-05-S (Subdivision):
Athleta Subdivision

Location: Northwest Corner (NWC) of Ten Mile and Crenshaw Street, Kuna, Idaho 83634

Planner: Troy Behunin, Planner III

Hearing Date: October 15, 2019

Representative: **WHPacific**
Jane Suggs
2141 W. Airport Way, Ste. 104
Boise, Idaho 83705
208.275.8729
jsuggs@whpacific.com

Owner: **Epic Development Idaho, LLC**
Jarron Langston
11785 Valley Sage Dr.
Sparks, NV 89411
208.724.6239
Jarronlangston@gmail.com

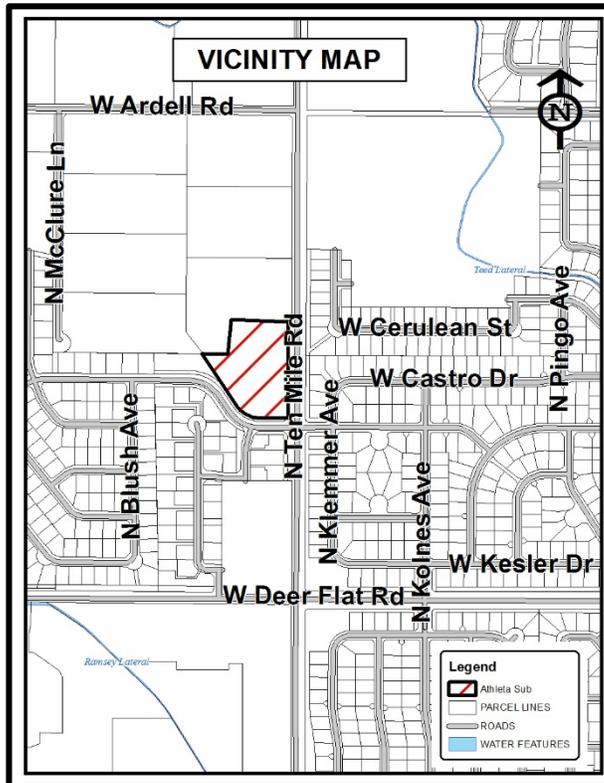


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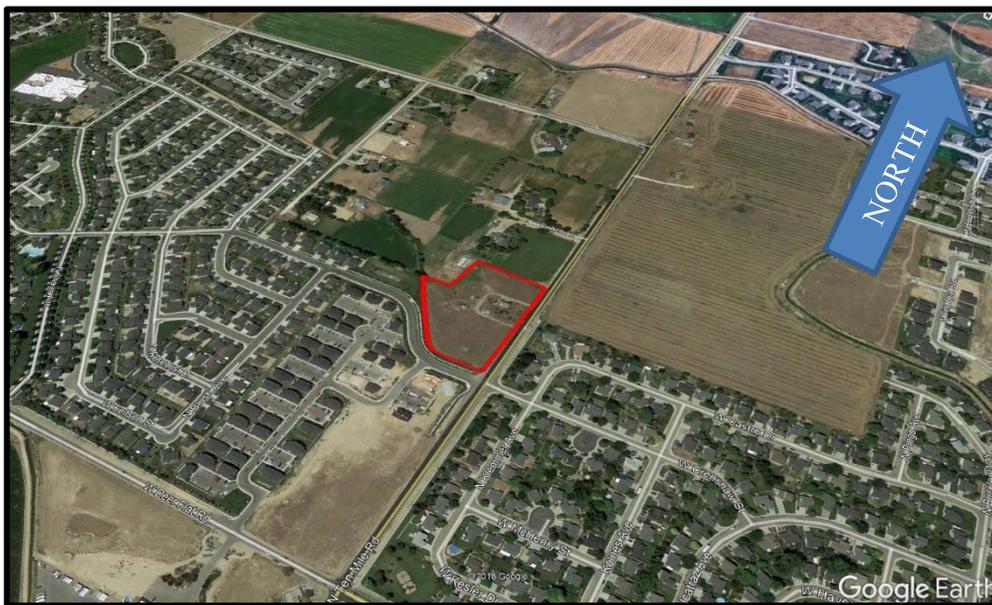
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|--------------------------|--------------------------------|
| A. Process and Noticing | G. Applicable Standards |
| B. Applicants Request | H. Procedural Background |
| C. Exhibit Maps | I. Comprehensive Plan Analysis |
| D. Site History | J. Kuna City Code Analysis |
| E. General Project Facts | K. Commission's Recommendation |
| F. Staff Analysis | L. Conditions of Approval |

A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that rezones and subdivision applications are designated as *public hearings*, with the Planning and Zoning Commission as the recommending body, and the City Council as the decision-making body.
2. These land use applications were given proper public notice and have followed the requirements set forth in Idaho Code, Chapter 65, Local Land Use Planning Act (LLUPA).

a. Notifications

- | | |
|-------------------------|--|
| i. Neighborhood Meeting | April 23, 2019 (Five persons attended) |
| ii. Agencies | July 17, 2019 |

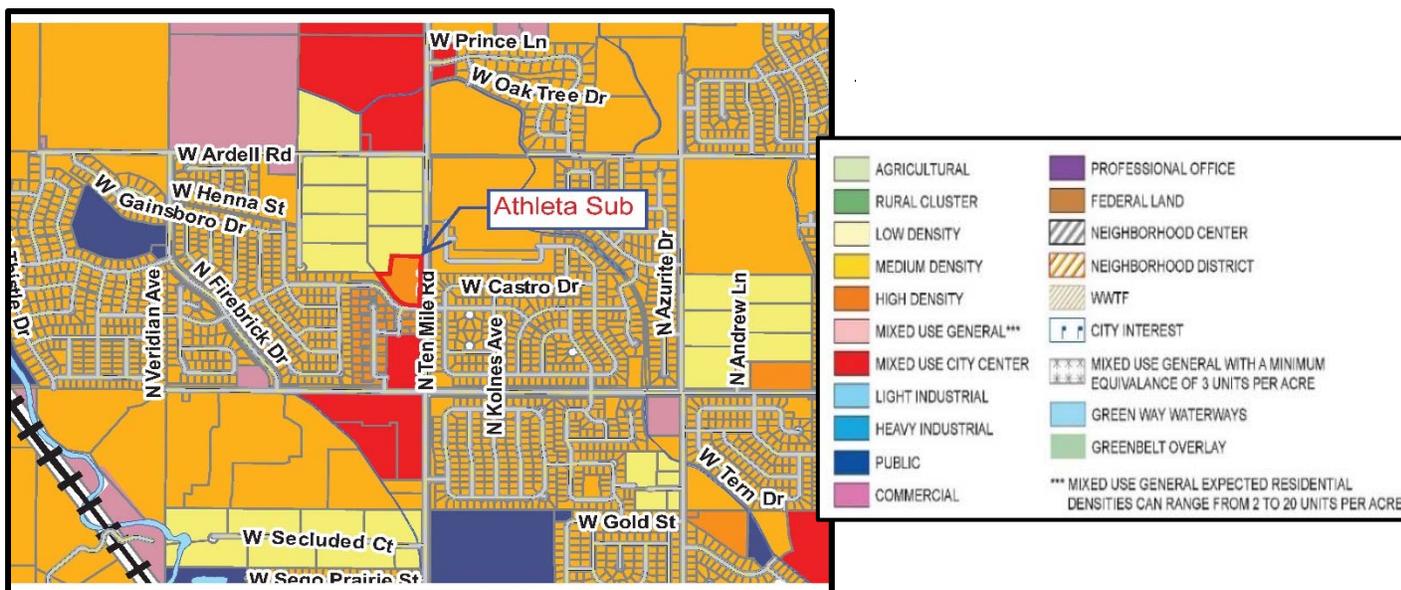


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D. History: The subject site is approximately 4.11 acres in size and is currently zoned C-1 (Neighborhood Commercial) and in Kuna City limits. The subject site has historically been used for a single family residence.

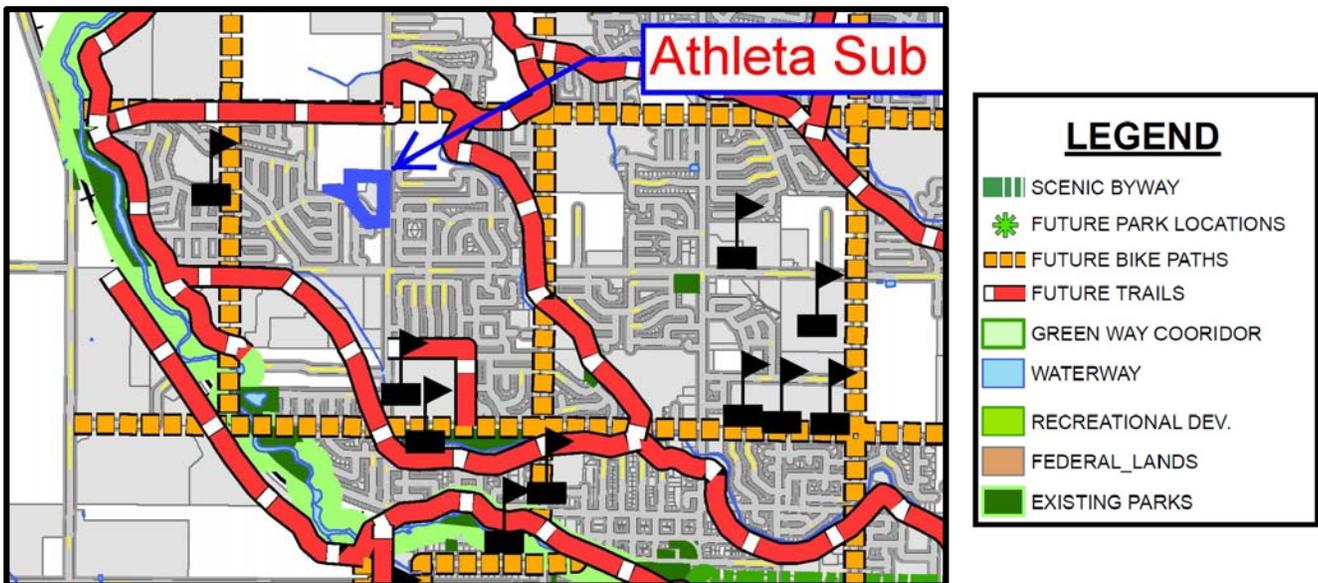
E. General Projects Facts:

- 1. Comprehensive Plan Designation:** The Future Land Use Map (FLUM) is intended to serve as a *guide* for the decision-making body for the City. The Comp Plan map indicates land use designations generally speaking, it is not the actual zone. The FLUM identifies the approximately 4.11-acre site as High Density Residential, or 8 – 20 dwellings per acre, (DUA).



2. **Kuna Recreation and Pathways Master Plan Map:**

The Kuna Recreation and the Master Pathways Plan maps do not identify a future park, bike or walking /path trail near the subject property. Although the applicant has proposed several internal pathways for residents.



3. **Surrounding Existing Land Uses and Zoning Designations:**

North	RUT	Rural Urban Transition – Ada County
South	C-1	Neighborhood Commercial - KUNA CITY
East	R-6	Medium Density Residential - KUNA CITY
West	C-1, R-3 RUT	Commercial, Low Density Residential – KUNA CITY AND Rural Urban Transition – Ada County

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

Property Owner	Parcel Size	Current Zone	Parcel Number
Epic Development	Approx. 4.11 ac.	C-1; Commercial	S1315449223

5. **Services:**

- Sanitary Sewer– City of Kuna
- Potable Water – City of Kuna
- Irrigation District – Boise-Kuna Irrigation District
- Pressure Irrigation–Kuna Municipal Irr. System (KMIS)
- Fire Protection – Kuna Rural Fire District (KRFD)
- Police Protection – Kuna City Police (ACSO)
- Sanitation Services – J & M Sanitation

6. **Existing Structures, Vegetation and Natural Features:** Currently there is a residence on the parcel, with approximately two other out-buildings, with agriculture uses on site. This parcel is generally flat and on-site vegetation is consistent with typical residence and agricultural fields.

Transportation / Connectivity: The site has limited frontage along Ten Mile Road. Applicant shall work with the City and ACHD to place a Ten Mile Road connection as far north as possible to serve the connection/traffic needs of the site. Applicant shall satisfy Kuna City and ACHD’s requirements for roadway improvements, including road widening and vertical/ rolled curb, gutter and sidewalks appropriately. Applicant attempted to gain access to Crenshaw Street across Lot 17, Block 25 in Crimson Point No. 5, however the Homeowners

Association denied the applicants access. The Applicant shall work with the Emergency Medical Services (EMS) to provide emergency access in the southeast part of the site as shown on their preliminary plat dated 6.12.2019 and at proper widths and a surface approved by the KRFD.

7. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site.
8. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:
- City Engineer (Paul Stevens) Exhibit B-1
 - Ada County Highway District (ACHD) Exhibit B-2
 - Boise Project Board of Control Exhibit B-3
 - Central District Health Department (CDHD) Exhibit B-4
 - COMPASS Exhibit B-5
 - Department of Environmental Quality (DEQ) Exhibit B-6
 - Idaho Transportation Department (ITD) Exhibit B-7
 - Kuna School District No. 3 (KSD 3) Exhibit B-8

F. Staff Analysis:

Applicant requests approval to rezone approximately 4.11 acres already in Kuna City limits from C-1 (Neighborhood Commercial) to an R-20 (High Density Residential [HDR]) zone. Applicant proposes to subdivide the approximately 4.11 acres in order to create a 63 total lot subdivision known as *Athleta* Subdivision. Originally, the applicant planned to build 16 separate buildings to house 64 total dwelling units (four-plexes). However, after many meetings with staff, the idea was conceived to create a for-sale subdivision of townhomes. This application is a direct result of the applicant and staff working together to bring a new and unique housing product that does not exist in Kuna at this time.

The applicant proposes to rezone the approximately 4.11 acres from C-1 Commercial to R-20 HDR. The FLUM and the Comprehensive Plan for Kuna identifies this parcel as High Density Residential uses, which equals eight (8) to 20 dwelling units per acre (DUA). This application requests seventeen (17) DUA. Staff views this proposal to be compliant with the FLUM and Comprehensive Plan.

The *Athleta* preliminary plat proposes 57 home lots, 6 common lots (63 total) with a gross density (total property) of 13 DUA and net density (land that can be developed) of 17 DUA including 63,283 square feet of open space (1.45 acres or 35% of the project). The applicant should be conditioned to work with the Public Works department in order to bring utilities to the site in conformance with Kuna's regulations. Public utilities shall be provided at the developers cost, by extending existing utilities/facilities with sufficient sizes. Staff recommends the applicant be conditioned to provide street lights throughout the Sub that comply with KCC for distance, style and wattage, including street lights at all intersections and hydrants. The applicant's proposal is for a new single-family townhome community and features groups of buildings with 4, 5, 6 or 7 attached single-family homes and will be platted as other subdivisions. Front doors will face open spaces to encourage community interaction, and will have alley style driveways behind the units for access. The applicant has proposed significant open spaces (35%), including a large number of pathways, *additional parking*, a pavilion, tot-lot, dog-park and outdoor places for the residents.

The applicant has responded to the Commission's request for additional landscape treatment along the north and west perimeter of the project and added additional landscaping to these areas. The applicant has also responded to the Commission request for a fence that discourages animal trespass from the neighboring properties. The updated landscape plan bearing these changes is attached to this packet.

Staff has determined these applications comply with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan and FLUM; and forwards Case No's 19-03-ZC and 19-05-S, to the Council with recommended conditions of approval listed in section 'M & N' of this report.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5.
2. City of Kuna Subdivision Ordinance Title 6.
3. City of Kuna Comprehensive Plan.
4. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.
5. Future Land Use Map.

H. Procedural Background:

On October 15, 2019, the Council **will consider** the Athleta subdivision project, Case No's 19-03-ZC & 19-05-S, including the applications, agency comments, staff's report and public testimony presented or given.

I. Comprehensive Plan Analysis:

The Council may accept or reject the Comprehensive Plan components, and **have/have not** determined the proposed preliminary plat request for the site **is/is not** consistent with the following Comprehensive Plan components as described below:

The comprehensive plan is a living document, intended for use as a guide to governmental bodies. The plan is not law that must be strictly adhered to in the most stringent sense; it is to be used by public officials to assist their decision making for the City.

2.0 – Property Rights and Summary

Goal 1: Ensure the 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 evaluate with guidance from the City attorney and the Idaho Attorney General's six criterion established to determine the potential for property "takings".

Comment: Utilizing the Idaho Attorney Generals criteria, and a review by the City Attorney, the proposed project does not constitute a "takings" and the economic value is intact.

5.0 Economic Development Goals and Objectives - Summary:

Ensure an adequate supply of housing for all income levels and facilitate pedestrian connections, both visually and physically, to enhance pedestrian movement.

Comment: The proposed application complies with the comprehensive plan by providing a unique set and arrangement of lot sizes, sidewalks, pathways and open spaces throughout to meet this goal.

6.0 Land Use Goals and Objectives - Summary:

Adopt a future land use plan and map that includes natural and developed open spaces, while providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups. Protect existing neighborhoods and ensure new development is sustainable and keeps Kuna desirable. Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles.

Comment: The project complies with the land use plan as adopted by the City by incorporating the following; landscape buffers, a pathway/greenbelt, sidewalks, unique/varied housing densities and types and promotes desirable, cohesive community character and a possibility for a quality neighborhood.

8.0 - Public Services, Facilities and Utilities Goals and Objectives - Summary:

Provide adequate services, facilities, and utilities for all City residents and *annex* contiguous properties who request City services. Ensure that development within Kuna connects into the City's sanitary sewer and potable water systems and continue expansion of the City's sewer systems as resources allow.

Comment: *Kuna has adequate services for this development and the authority to rezone the requested. This application will expand the City's sanitary sewer system, potable water and adds to the pressure irrigation mainline in an orderly fashion and adds amenities and significant open space for its residents.*

9.0 - Transportation Goals and Objectives - Summary:

Work with Kuna City, ACHD and COMPASS to promote and encourage bicycling and walking as transportation modes. Develop a transportation strategy and identify future transit corridors while requiring developers to preserve rights-of-way, to improve mobility on major routes while balancing land use planning with transportation needs.

Comment: *The project meets the transportation goals of the City by extending and improving Ten Mile with expanded rights-of-way along its frontage, adding sidewalks for public use and internal roads for transportation connections.*

12.0 - Housing Goals and Objectives - Summary:

Encourage developers to provide high-quality development with a variety of lot sizes, *dwelling types, densities* and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly residential development while discouraging developers from developing land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl.

Comment: *Applicant has proposed 57 total lots which will possibly contribute to high-quality lots of varied sizes to be developed in a logical and orderly manner. The development proposes varied and unique housing types, open spaces, additional parking and amenities, therefore creating a pleasant neighborhood environment.*

13.0 - Community Design Goals and Objectives - Summary:

Strengthen Kuna's Image through good community and urban design principles that create self-sufficient neighborhoods. Foster good community design concepts that incorporate landscape features to serve as buffers between incompatible uses while reducing scale and create a sense of place.

Comment: *The application incorporates sound community design and landscape features to buffer different uses to create a sense of place for the community and will foster neighborhood interactions and activities within its boundary.*

J. Kuna City Code Analysis:

1. This request appears to be consistent and in compliance with Kuna City Code (KCC).

Comment: *The proposed project meets the land use and area standards in Chapter 3, Title 5 of KCC. Staff also finds that the proposed project meets all applicable requirements of Title 6 of KCC.*

2. The site is physically suitable for a subdivision.

Comment: *The approx. 4.11 acre subdivision has sufficient size to include a mix of lot sizes, community landscape buffer(s).*

3. The rezone and subdivision uses **are/are not** likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

Comment: *The land to be rezoned is/is not used as wildlife habitat. Roads, homes and open spaces are planned for construction according the City requirements and best practices. Staff is not aware of any environmental damage or loss of habitat associated with the proposed development.*

4. The rezone and subdivision application **is/is not** likely to cause adverse public health problems.

Comment: *The rezone of the property follows the zoning designation per Kuna Code 5-13-9. The High density zone requires connection to public sewer and water, therefore eliminating the occurrence of adverse public health problems. Through correspondence with public service providers and application evaluation, this project appears to avoid detriment to surrounding uses.*

5. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.

Comment: *The rezone and subdivision design did consider the location of the property, classified roadways (Ten Mile & Crenshaw) and the system. The subject property can be connected to the City's public sewer, water and pressure irrigation facilities. The adjacent uses are complimentary uses as proposed in the Kuna Comprehensive Plan Future Land Use Map.*

6. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.

K. Recommendation of the Commission:

Based upon the record contained in Case No's 19-03-ZC and 19-05-S including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Commission hereby recommends *approval of* the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 19-03-ZC and 19-05-S a request for rezone and preliminary plat approval by Epic Development Idaho, LLC., with the following conditions of approval:

- *Applicant shall follow the conditions outlined in the staff report;*
- *Applicant work with staff and the neighbors regarding fencing along the boundaries of the proposed subdivision;*
- *Applicant shall work with staff and the neighbors regarding irrigation issues;*
- *Applicant shall work with the Kuna School District to provide a bus shelter based on the number of homes within the subdivision (57);*
- *Applicant shall work with staff to provide a document that notifies future purchasers/home owners that they are buying property adjacent to an active farm.*

L. Proposed Order of Decision by the Council:

*Note: These motions are for the **approval, conditional approval or denial** of the rezone and preliminary plat applications. However, if the Council wishes to approve or deny specific parts of these requests as detailed in the report, those changes must be specified.*

Based upon the record contained in Case No's 19-03-ZC and 19-05-S including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Council hereby **approves, conditional approves or denies** the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 19-03-ZC and 19-05-S a request for rezone and preliminary plat approval by Epic Development Idaho, LLC., with the following conditions of approval listed in section "M" of this staff report:

M. Conditions of Approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to

include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:

- a. The City Engineer shall approve the sewer hook-ups.
 - b. The City Engineer shall approve drainage and grading plans.
 - c. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
 - d. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - e. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
 - f. The *Boise Project and Board of Control* shall approval any modifications to the existing irrigation system.
 - g. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permit.
 - h. Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and Idaho Transportation Department.
 - i. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District,
2. Installation of utility service facilities shall comply with requirements of the public utility or irrigation district providing services. All utilities shall be installed underground, see KCC 6-4-2-W.
 3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site.
 4. Street lighting shall use LED lights, with spacing and wattages meeting KCC 5-4-6; applicant shall coordinate a street light plan for P & Z approval in concert with the prepared construction drawings for the project.
 5. Parking within the site shall comply with KCC 5-9-3.
 6. Fencing within and around the site shall comply with Kuna City standards – KCC 5-5-5- A-J and KCC 6-4-2-E.
 7. A sign permit is required prior to subdivision entrance sign construction and shall comply with KCC 5-10-4. *Monument signs will require a separate design review.*
 8. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within three days or as the planting season permits as required to meet KCC 5-17-7 standards. Maintenance and planting within public rights-of-way shall be approved from the public entities owning the property.
 9. Submit a petition to the City consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID) prior to requesting final plat signature from the City Engineer.
 10. The land owner/applicant/developer and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the Commission and/or Council, or seek amending them through public hearing processes.
 11. The applicant's proposed preliminary plat (dated 06/12/19) shall be considered a binding site plan, or as modified and approved through the public hearing process.
 12. Applicant shall follow staff, city engineer and other agency recommended requirements as applicable.
 13. Compliance with all local, state and federal laws is required.



City of Kuna
Planning and Zoning Commission
Findings of Fact and Conclusions of Law

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

N. Based upon the record contained in Case No’s 19-03-ZC and 19-05-S, including the Comprehensive Plan, Kuna City Code, Staff’s Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna City Council hereby **approves/conditionally approves/denies** of the Findings of Fact and Conclusions of Law, and conditions of approval for Case No’s 19-03-ZC and 19-05-S, a request for a rezone and preliminary plat from Epic Development Idaho, LLC, for the Athleta Subdivision:

- 1. The Kuna Council **approves/conditionally approves/denies** the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.

Comment: The Council will hold a public hearing on the subject applications on October 15, 2019, to hear from City staff, the applicant and to accept public testimony. The decision by the Commission is based on the application, staff report and public testimony, both oral and written.

- 2. Based on the evidence contained in Case No’s 19-03-ZC and 19-05-S, this proposal **is/is not** generally compliant with the Comprehensive Plan and City Code.

Comment: The Comp Plan has listed numerous goals for promoting and supporting a diverse and sustainable economy that will allow more Kuna residents to work in their community and encouraging a balance of land uses to ensure that Kuna remains desirable, stable and a self-sufficient community.

- 3. Based on the evidence contained in Case No’s 19-03-ZC and 19-05-S, this proposal **is/is not** generally compliant with the Kuna City Code.

Comment: The applicant has submitted a complete application, and following staff review the application appears to be in general compliance with the design requirements, public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6.

- 4. The Council has the authority to **approve/conditionally approve/deny** for Case No’s 19-03-ZC and 19-05-S.

Comment: On Tuesday October 15, 2019, the Kuna Council will vote to **approve/conditionally approve/deny** Case No’s 19-03-ZC and 19-05-S.

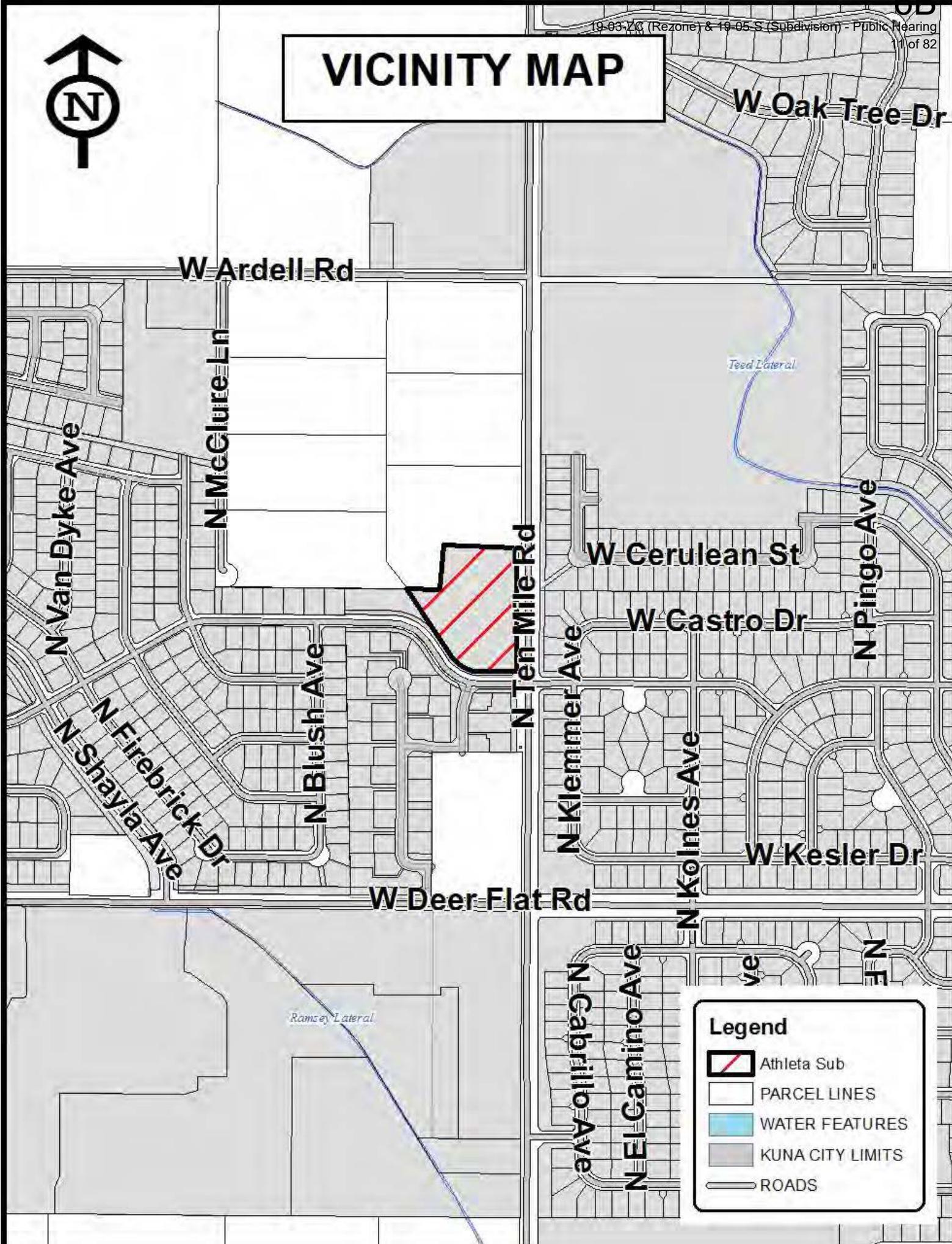
- 5. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

Comment: Neighborhood Notices were mailed out to residents within 400-FT of the proposed project site on October 4, 2019, and a legal notice was published in the Kuna Melba Newspaper on September 25, 2019. The applicant placed a sign on the property on October 1, 2019.

DATED: this ___ day of _____, 2019.

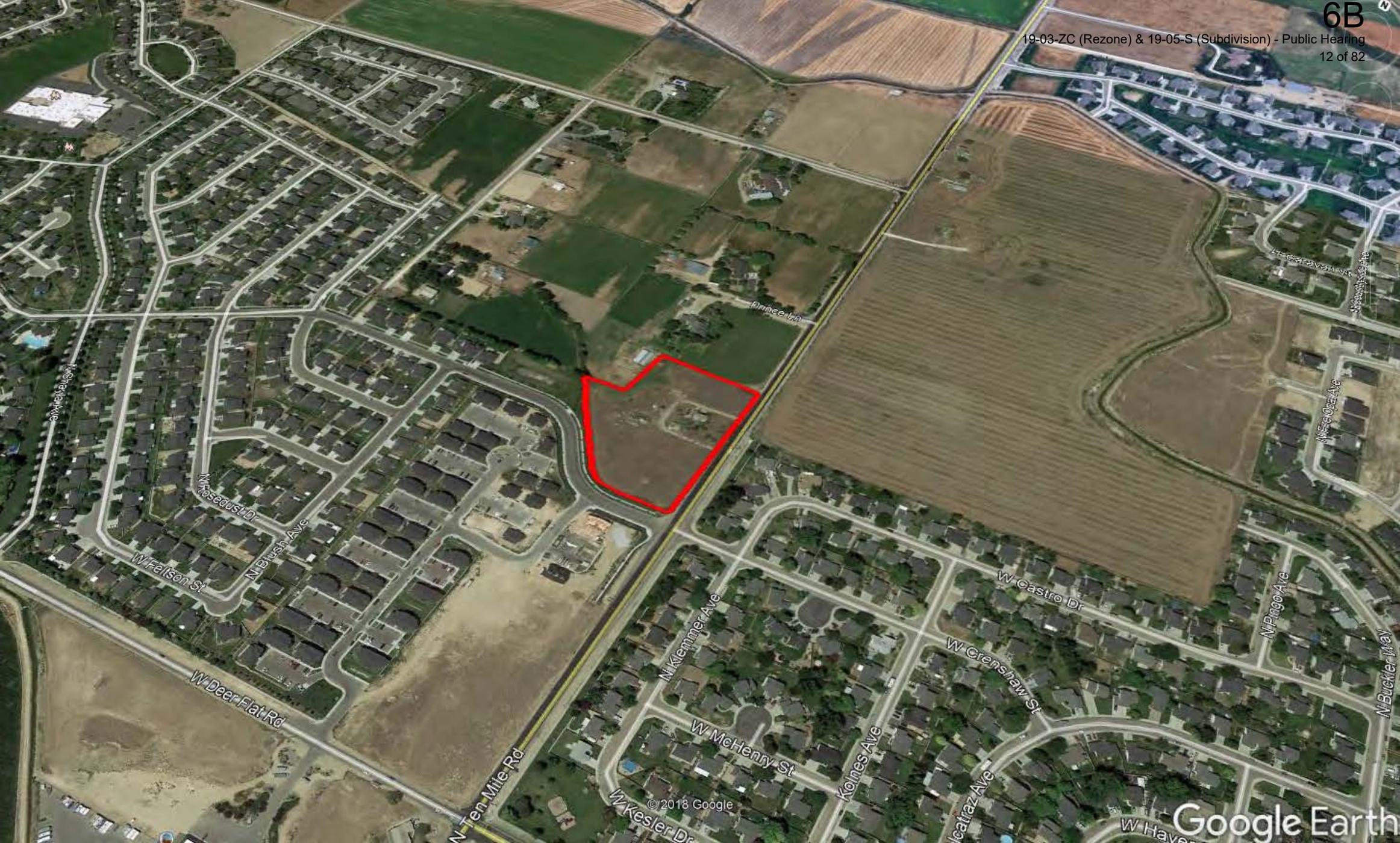


VICINITY MAP



Legend

-  Athleta Sub
-  PARCEL LINES
-  WATER FEATURES
-  KUNA CITY LIMITS
-  ROADS



© 2018 Google

Google Earth

From: Jane Suggs
Sent: Wednesday, October 9, 2019 3:18 PM
To: Troy Behunin <tbehunin@kunaid.gov>
Cc: Jarron Langston <jarronlangston@gmail.com>; Matt Munger <MMunger@whpacific.com>; Truman Mathews <tmathews@nvstarinc.com>
Subject: Athleta Subdivision 19-03-ZC and 19-05-S

Hi Troy,

We appreciate the staff and P&Z Commission recommendations for approval of the rezone and plat for Athleta Subdivision. We agree with all the conditions outlined in the staff report, plus the conditions added by P&Z, below:

- We have already revised the landscape plan (attached) to address the two fences requested by the neighbors and also added some columnar evergreen trees along the north and west boundaries to provide a better buffer.
- We agree to work with the neighbors regarding the irrigation facilities along the north and west boundaries.
- We have already reached out to Kuna Schools to determine the appropriate location for a bus stop/bus shelter in or near Athleta.
- We have contacted a title company to research the appropriate language for a closing document that notifies future home buyers that they are buying a home adjacent to an active farm.

We appreciate working with the staff on our application and also appreciate the constructive comments and recommendations from our neighbors during the approval process.

Please let me know if you have questions or comments.

Thanks,

Jane

PS: I will send additional pdfs in another email. Along with the updated landscape plans, those "slides" may be used in my presentation to the City Council.

Jane Suggs | Planner
WHPacific, Inc. | 2141 W Airport Way, Suite 104, Boise, ID 83705
Direct 208.275.8729 | Mobile 208.602.6941 | Fax 208.342.5353 | jsuggs@whpacific.com



June 13, 2019

Ms. Wendy Howell, Director
Mr. Troy Behunin, Senior Planner
Kuna Planning and Zoning Department
751 W. 4th Street
Kuna, Idaho 83634

Subject: Athleta Subdivision, also known as Mulberry Place and Olivia's Garden
Applications for rezone and preliminary plat

Dear Ms. Howell and Mr. Behunin:

On behalf of our client, Epic Development Idaho, LLC, we are pleased to submit applications for rezone and preliminary plat for Athleta Subdivision. The 4.1-acre site is located at 2003 N. Ten Mile Road, at the northwest corner of Ten Mile Road and W. Crenshaw Street (2N, 1W, 15) and is currently within the Kuna City limits with a zoning designation of C-1. The property has been used as a single-family residence with outbuildings and is presently unoccupied.

The Crimson Point Villas, a 4-plex development, is currently under construction south of the property, across Crenshaw Street. To the east, across Ten Mile Road, are the Palomar Heights Subdivision and the new Cazador Subdivision. To the north is the McClure Subdivision with 7 larger lots in Ada County and to the west is the Crimson Point Subdivision. This area of Kuna already boasts a good mix of home and lot sizes and Athleta homes will add to that mix.

Athleta is providing a new housing lifestyle in Kuna. The homes are single family attached and have minimal yard space to maintain, which is very attractive to first time home buyers and down-sizers. As shown on the site/landscape plan and plat, each of the 57 homes will be on its own lot and will be for sale to individuals/families. Athleta Subdivision is an opportunity to purchase a reasonably priced home, build equity and create wealth.

Each home will have a 2-3 bedrooms, 2 baths and a 2-car garage. There will also be a 20' x 20' driveway in front of the garage that will provide 2 guest parking spaces. The homes will face either Ten Mile Road, Crenshaw Street or common open space. The garages are on the rear of the homes and accessed by private service drives.

Athleta residents can gather at the central park that includes a tot lot and picnic pavilion or they can walk the pathway loop around the entire neighborhood. Residents and their furry friends will appreciate the dog park.

Design Review

The Design Review for Athleta Subdivision (previously known a Mulberry Place) was approved by the Planning and Zoning Commission, acting as the Design Review Committee, on April 9, 2019. The approval was conditioned on applications for preliminary plat and rezone of the property.



Rezone

As noted in the Design Review hearing, this property was originally planned for 16 four-plex units, for a total of 64 units for rent. The C-1 zone on the property allowed multi-family development, including the four-plexes, as a permitted use, subject to design review. The development team, led by Epic Development and NeuDesign Architects, worked with the City planning staff to plan and design a different and much improved housing opportunity for Kuna residents.

During the months of project planning and discussions with the staff, the Kuna zoning ordinance was revised. City Council approved changes to Kuna's zoning ordinance on February 5, 2019. The revisions removed the allowance for multifamily in the C-1 zone, including the allowance for townhomes (single family attached) and condominiums. Due to those changes we now request that the property be rezoned to allow the attractive single family attached homes that were approved by the Design Review Committee.

There is only one current zoning designation in Kuna's code that meets the dimensional standards for these attached single-family homes. The R-20 zone allows a lot size of 1300 sf – 2200 sf. The minimum lot size in Athleta Subdivision is 1453 sf, and the average lot size is . The recently revised zoning ordinance now allows for zero side yard setbacks in R-20 zone with the City Engineer's approval; allowing attached housing. We expect and welcome a condition that will limit the number of homes to 57.

Open Space and Buffers

As noted previously, Athleta features open space that is usable to all residents. Lot 1, Block 1 is the open space area of 16,860 sf (0.39 acres) that surrounds the north, west and south sides of the of the neighborhood and includes the sidewalk that encircles the neighborhood and provides front door access to the homes. It is a great walking path of approximately 1/3 mile. In the center of the neighborhood is the gathering spot of 14,825 sf (that includes a tot lot, picnic pavilion and guest parking spots. And a dog park of 6455 sf for our furry friends.

In addition, a 30' buffer along Ten Mile Road is approximately 15,000 sf and provides ample room for landscaping and internal sidewalk access to Athleta homes.

Service Drives and Utilities

A 22'-wide private service drive with ribbon curb (Lot 13, Block 1) provides vehicular access to the rear loaded garages. The north service drive that intersects Ten Mile Road will provide access to Athleta homes. The southern service drive onto Ten Mile Road is for emergency vehicles only and the access will be controlled with bollards. The service drive meets the requirements for a fire apparatus access and will be clearly signed for no parking to maintain clear access for residents, emergency vehicles and trash collection.

Potable water and sewer will be extended throughout the development along the private service drive as shown on the preliminary plat. Pressurized irrigation will be provided to each buildable lot and to all open space lots.



Trash service will be individual pick up for single family homes with access from a maintained service drive. Lots 9-12, 18-20 and 34-36 will roll their trash bins to the edge of the service drive for pick up.

Neighborhood Meeting

A neighborhood meeting was held on Tuesday, April 23 at 6 pm at the Kuna Public Library. The sign-up sheet is included in our application package. Neighbors were concerned with rentals, the animals/farming on the properties to the north, maintaining irrigation water during and after construction, and the location of the homes along the north and west sides of Athleta. We also discussed the property currently being developed across Ten Mile Road and the future roundabout on Ten Mile Road.

Athleta Subdivision provides a special housing opportunity in Kuna and builds a community with shared open spaces and lifestyle. Our appreciation is extended to the staff as we seek to create a community of unique homes in a new home community and thanks also to the Design Review Committee's approval of these attractive homes. We look forward to working with staff on the next steps of rezoning and subdividing the property.

Sincerely,

A handwritten signature in blue ink that reads "Jane Suggs". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Jane Suggs

cc: Jarron Langston, Epic Development Idaho, LLC



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)	19-03-ZC & 19-05-S
Project name	Athleta Townhome Sub.
Date Received	6.14.2019
Date Accepted/Complete	7.12.2019
Cross Reference Files	
Commission Hearing Date	8.27.2019
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: <u>Epic Development Idaho LLC</u>	Phone Number: <u>208-724-6239</u>
Address: <u>11785 Valley Sage Drive</u>	E-Mail: <u>jarronlangston@gmail.com</u>
City, State, Zip: <u>Sparks, NV 89441</u>	Fax #: _____
Applicant (Developer): <u>Epic Development Idaho LLC</u>	Phone Number: <u>208-724-6239</u>
Address: <u>11785 Valley Sage Drive</u>	E-Mail: <u>jarronlangston@gmail.com</u>
City, State, Zip: <u>Sparks, NV 89441</u>	Fax #: _____
Engineer/Representative: <u>Jane Suggs / WHPacific</u>	Phone Number: <u>208-275-8729</u>
Address: <u>2141 W. Airport Way, Suite 104,</u>	E-Mail: <u>jsuggs@whpacific.com</u>
City, State, Zip: <u>Boise, ID 83705</u>	Fax #: _____

Subject Property Information

Site Address: <u>2003 N. Ten Mile Road</u>	
Site Location (Cross Streets): <u>Ten Mile Road and Crenshaw Street</u>	
Parcel Number (s): <u>S1315449223</u>	
Section, Township, Range: <u>15, 2N, 1W,</u>	
Property size : <u>4.11 acres</u>	
Current land use: <u>single family home and outbuildings - unoccupied</u>	Proposed land use: <u>single family attached homes</u>
Current zoning district: <u>C-1</u>	Proposed zoning district: <u>R-20</u>



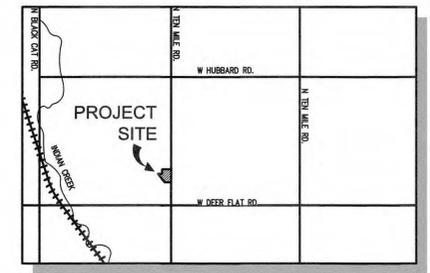
REVISIONS	NO.	BY	DATE	REMARKS

SHEET INFO	MM	MM	MM	MM	MM	MM
ISSY	DRAWN	CHECKED	APPROVED	LAST EDIT	PLOT DATE	SUBMITTAL
					6/12/2019	

SCALE	AS SHOWN

PRELIMINARY PLAT
 EPIC DEVELOPMENT IDAHO, LLC
 ATHLETA SUBDIVISION
 PROJECT NUMBER: P0023554W
 DRAWING FILE NAME: P0023554W-PP-01

SHEET NUMBER
PP-1



VICINITY MAP
 -NTS-

LEGEND

- FOUND MONUMENT, AS NOTED
- FOUND 5/8" REBAR OR AS NOTED
- SET 5/8" X 30" REBAR WITH PLASTIC CAP, PLS 10728
- CALCULATED POINT, NOTHING SET
- PARCEL BOUNDARY LINE
- - - SECTION/ALIQUOT LINE
- () RECORD INFORMATION
- PROPERTY BOUNDARY
- RIGHT OF WAY LINE
- EXISTING ROAD CENTERLINE
- EXISTING LOT LINE
- EXISTING SEWER LINE W/ MANHOLE
- EXISTING WATER MAIN W/ GATE VALVE
- EXISTING COMMUNICATION LINE
- EXISTING STORM DRAIN LINE
- EXISTING POWER LINE
- EXISTING GAS LINE
- EXISTING TOP OF BERM
- EXISTING DITCH
- EXISTING TREE
- EXISTING STREETLIGHT
- EXIST. VERT. CURB, GUTTER & SIDEWALK
- EXIST. SIGN/BARRICADE
- ROAD CENTERLINE
- ROAD RIGHT OF WAY
- INTERIOR LOT LINE
- BLOCK AND LOT NUMBER
- CONSTRUCT VERTICAL CURB, GUTTER & SIDEWALK
- CONSTRUCT STREET LIGHTING
- SURFACE DRAINAGE

BLOCK 5 5

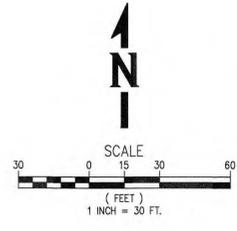
PROJECT NOTES:

- ALL LOTS COMMON TO A PUBLIC RIGHT-OF-WAY HAVE A 10' UTILITY EASEMENT ADJACENT TO THE RIGHT-OF-WAY.
- SANITARY SEWER MAINS SHALL BE 8" UNLESS OTHERWISE SHOWN.
- WATER MAINS SHALL BE 8" UNLESS OTHERWISE SHOWN.
- PRESSURE IRRIGATION SYSTEM TO CONNECT TO CITY OF KUNA PRESSURE IRRIGATION SYSTEM, LOCATED IN TEN MILE ROAD.
- STORM WATER DRAINAGE SHALL BE MANAGED BY ON-SITE SURFACE DISPOSAL FACILITIES IN ACCORDANCE WITH CITY OF KUNA REQUIREMENTS.
- THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE IDAHO CODE SECTION 31-3805 CONCERNING IRRIGATION WATER.
- SUBDIVISION RECOGNIZES SECTION 22-4503 OF IDAHO CODE. THE RIGHT TO FARM ACT.
- ALL LOTS ARE TO BE DESIGNATED SINGLE FAMILY ATTACHED RESIDENTIAL EXCEPT LOTS 1, 13, 23, 30, 37, & 52; BLOCK 1, SHALL BE DESIGNATED OPEN LOTS.
- A BLANKET INGRESS/EGRESS, UTILITY EASEMENT, OVER LOT 13, BLOCK 1, PARKING AREAS ARE TO BE DEDICATED IN FAVOR OF THE PROPERTY OWNERS.
- A UTILITY EASEMENT OVER LOT 23, BLOCK 1, IS TO BE DEDICATED IN FAVOR OF THE PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO: SEWER, POWER, TELEPHONE, CATV AND GAS FOR MAINTENANCE.
- EXISTING WELL TO BE ABANDONED PER IDAHO DEPARTMENT OF WATER RESOURCES.

DEVELOPMENT FEATURES

- TOTAL ACRES: 4.10 ACRES
 - TOTAL LOTS: 74
 - COMMON AREA: 1.98 ACRES= 48%
 - USABLE OPEN SPACE: 0.92 ACRES= 22%
 - BUILDING LOTS: 57 LOTS
 - AVERAGE BUILDING LOT SIZE: 1628 SF
 - DENSITY DU/AC: 13.9 UNITS/AC
 - EXISTING ZONING: C-1
 - MINIMUM BUILDING LOT SIZE: 1,453.50 SF
- SIUE**
 EXISTING ZONING: C1
 PROPOSED ZONING: SAME
- SEWER**
 CITY OF KUNA
- WATER**
 CITY OF KUNA
- IRRIGATION**
 CITY OF KUNA
- SCHOOL**
 KUNA SCHOOL DISTRICT
- EMERGENCY SERVICES**
 FIRE - KUNA RURAL FIRE DISTRICT
 POLICE - CITY OF KUNA

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH. BEARING	CH. DIST.
C1	157.98	161.36	56°05'44"	N61°42'16"W	151.75



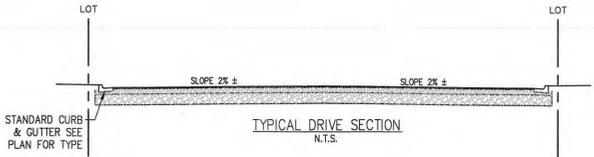
E1/4 CORNER SECTION 15
 2" ALUMINUM CAP
 CORNER RECORD
 NO. 2015-077010

30'
 LANDSCAPE
 BUFFER

N. TEN MILE ROAD

30'
 LANDSCAPE
 BUFFER

SE CORNER SECTION 15
 3.5" ALUMINUM CAP
 CORNER RECORD
 NO. 10212985



[DATE: 6/12/2019 11:20 AM] [AUTHOR: mungest] [PLOTTER: DWG To PDF.pc3] [STYLE: WHP-Standard_Land.plt] [PATH: P:\Epic Development\Athl... \Athl... \PP-1]

PLANT SCHEDULE						
TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY	REMARKS
	Acer freemanii 'Armstrong' / Freeman Maple	B&B	2"		4	35'-40' h & 12' w Class II
	Cercis canadensis / Eastern Redbud	B & B	2"		6	30' h x 25' w Class I
	EXISTING TREE	25 gal			14	
	Liquidambar styraciflua 'Worplesdon' / Worplesdon Sweet Gum	B & B	2"		5	40' h x 25' w Class II
	Liriodendron tulipifera 'Emerald City' TM / Emerald City Tulip Tree	B&B	2"		22	50' h x 25' w Class II
	Picea omorika 'Burns' / Burns Spruce	6'h			13	30'-35' h & 8'-10' w
	Pinus flexilis 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Pine	B & B		6'-7' H	17	25' h x 12' w
	Pinus nigra / Austrian Black Pine	25 gal			3	40' h x 20' w
	Quercus nuttallii 'MonPowe' / Charisma Nuttall Oak	B&B	2"		3	60' h x 50' Class II
SHRUBS	BOTANICAL / COMMON NAME	CONT	FIELD2	SIZE	QTY	REMARKS
	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	1 gal			162	5' h x 3' w
	Forsythia x intermedia 'Kogold' / Magical Gold Forsythia	5 gal			31	5' h x 4' w
	Helictotrichon sempervirens 'Blue Oats' / Blue Oat Grass	1 gal			38	3' h x 3' w
	Juniperus Scopulorum 'Blue Arrow' / Blue Arrow Juniper	3 gal			50	12'-15' h & 2' w
	Juniperus scopulorum 'Medora' / Medora Juniper	3 gal			18	10' h & 2'-3' w
	Lavandula angustifolia 'Hidcote Blue' / Hidcote Blue Lavender	1 gal			138	3' h x 3' w
	Pennisetum alopecuroides 'Red Head' / Red Head Fountain Grass	1 gal			191	3' h x 3' w
	Phlox x 'Opening Act Pink-a-Dot' / Opening Act Pink-a-Dot Phlox	1 gal			21	24' h x 30' w
	Physocarpus opulifolius 'Little Devil' TM / Dwarf Ninebark	5 gal			34	4' h x 4' w
	Pinus strobus 'Blue Shag' / Blue Shag White Pine	5 gal			78	3' h x 4' w

LANDSCAPE MATERIALS LEGEND:	
	SOD LAWN
	LANDSCAPE MULCH
	EXISTING LANDSCAPE TO REMAIN - RETAIN AND PROTECT
	PROPOSED 6' WHITE VINYL FENCE
	ADD A 5' TALL 'NO CLIMB' FENCE ATTACHED TO THE OUTSIDE OF THE PROPOSED VINYL FENCE, TO PROHIBIT ANIMALS FROM THE RURAL PROPERTIES NORTH & WEST FROM ENTERING THE SUBDIVISION

UPDATED PLAN



neUdesign
ARCHITECTURE
725 E 2nd St
Meridian, ID 83642
208.884.2824

CONSULTANT

STACK ROCK
GROUP
LANDSCAPE ARCHITECTURE
& MASTER PLANNING
OFFICE: (208) 345-0500
WWW.STACKROCKGROUP.COM

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CLIENT:
JARRON LANGSTON
MULBERRY PLACE
4 HOME TOWNHOME
10 Mile Rd.
Kunco, Idaho

PROFESSIONAL SEAL
PRELIMINARY

STATE OF IDAHO
JESSEN BUSTER
LANDSCAPE ARCHITECT
LA-16830
10.09.19

NOT FOR CONSTRUCTION

NO.	DESCRIPTION	DATE

LANDSCAPE PLAN

L100

PLANT SCHEDULE						
TREES	BOTANICAL NAME / COMMON NAME	CONT	CAL	SIZE	QTY	REMARKS
	<i>Cercis canadensis</i> / Eastern Redbud	B & B	2"		6	30' h x 25' w Class I
	EXISTING TREE	25 gal			14	
	<i>Liquidambar styraciflua</i> 'Worplesdon' / Worplesdon Sweet Gum	B & B	2"		5	40' h x 25' w Class II
	<i>Liriodendron tulipifera</i> 'Emerald City' TM / Emerald City Tulip Tree	B&B	2"		22	50' h x 25' w Class II
	<i>Pinus flexilis</i> 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Pine	B & B		6'-7' H	11	25' h x 12' w
	<i>Pinus nigra</i> / Austrian Black Pine	25 gal			3	40' h x 20' w
	<i>Quercus nuttallii</i> 'MonPowe' / Charisma Nuttall Oak	B&B	2"		2	60' h x 50' w Class II
SHRUBS	BOTANICAL NAME / COMMON NAME	CONT			QTY	REMARKS
	<i>Calamagrostis x acutiflora</i> 'Karl Foerster' / Feather Reed Grass	1 gal			144	5' h x 3' w
	<i>Forsythia x intermedia</i> 'Kolgold' / Magical Gold Forsythia	5 gal			31	5' h x 4' w
	<i>Helictotrichon sempervirens</i> 'Blue Oats' / Blue Oat Grass	1 gal			38	3' h x 3' w
	<i>Lavandula angustifolia</i> 'Hidcote Blue' / Hidcote Blue Lavender	1 gal			135	3' h x 3' w
	<i>Pennisetum alopecuroides</i> 'Red Head' / Red Head Fountain Grass	1 gal			188	3' h x 3' w
	<i>Philox x 'Opening Act Pink-a-Dot'</i> / Opening Act Pink-a-Dot Philox	1 gal			21	24' h x 30' w
	<i>Physocarpus opulifolius</i> 'Little Devil' TM / Dwarf Ninebark	5 gal			33	4' h x 4' w
	<i>Pinus strobus</i> 'Blue Shag' / Blue Shag White Pine	5 gal			78	3' h x 4' w

LANDSCAPE MATERIALS LEGEND:

- SOD LAWN
- LANDSCAPE MULCH
- EXISTING LANDSCAPE TO REMAIN - RETAIN AND PROTECT
- PROPOSED 6' WHITE VINYL FENCE

ORIGINAL PLAN



neUdesign
 ARCHITECTURE
 725 E 2nd St
 Meridian, ID 83642
 208.884.2824



CONSULTANT
 STACK ROCK GROUP
 LANDSCAPE ARCHITECTURE & MASTER PLANNING
 OFFICE: (208) 345-0500
 WWW.STACKROCKGROUP.COM

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CLIENT:
JARRON LANGSTON
MULBERRY PLACE
4 HOME TOWNHOME
 10 Mile Rd.
 Kuna, Idaho

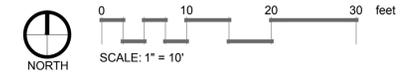


NOT FOR CONSTRUCTION

NO.	DESCRIPTION	DATE

LANDSCAPE PLAN

L100





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ARCHITECTURE
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208.884.2824



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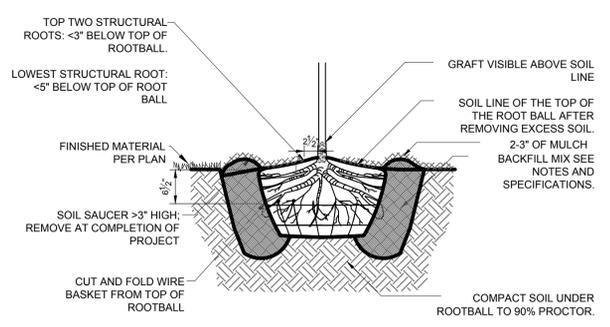


NO. DESCRIPTION DATE

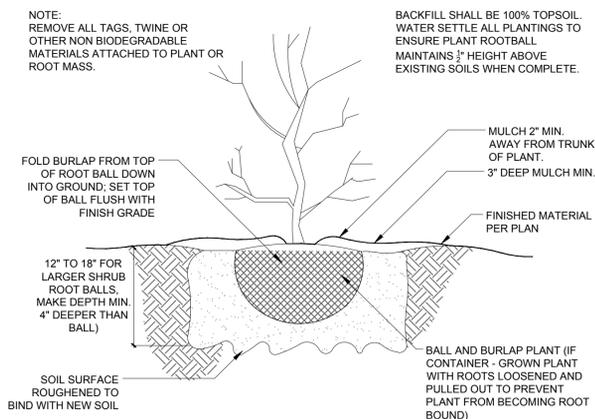
LANDSCAPE
DETAILS

L150

- NOTES:
- DO NOT DAMAGE OR CUT LEADER
 - DO NOT DISTURB ROOT OR DAMAGE ROOT BALL WHEN INSTALLING TREE OR TREE STAKES.
 - TREE STAKING SHALL BE AT THE DISCRETION OF CONTRACTOR. HOWEVER ANY TREES DISTURBED FROM PLUMB DURING THE PLANT WARRANTY PERIOD WILL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
 - WATER PLANTS THOROUGHLY IMMEDIATELY AFTER INSTALLATION.
 - REMOVE ALL BURLAP, TWINE, ROPE, OR MATERIAL FROM THE TOP 1/4 OF THE ROOTBALL.
 - 4' DIAMETER PLANTER BED/MULCH RING AROUND THE TRUNK OF THE TREE. 3" OF MULCH MIN. DO NOT PLACE MULCH WITHIN 2" OF TRUNK OF TREE.



1 BALL AND BURLAP TREE PLANTING
3/4" = 1'-0" 329343.33-04



2 SHRUB PLANTING
1" = 1'-0" 329333.16-01

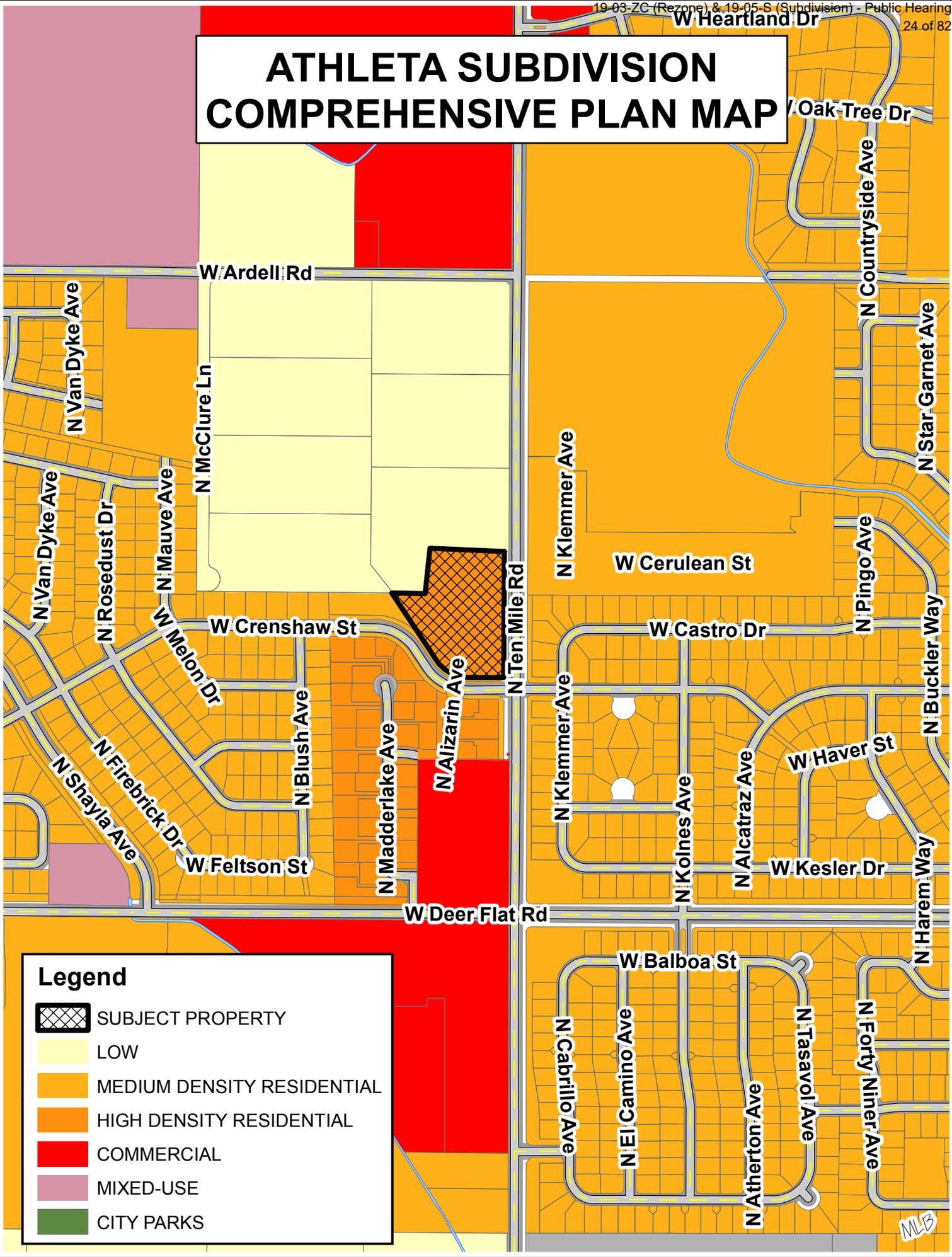
ATHLETA SUBDIVISION VICINITY MAP



LEGEND

-  SUBJECT PROPERTY
-  KUNA CITY LIMITS

ATHLETA SUBDIVISION COMPREHENSIVE PLAN MAP

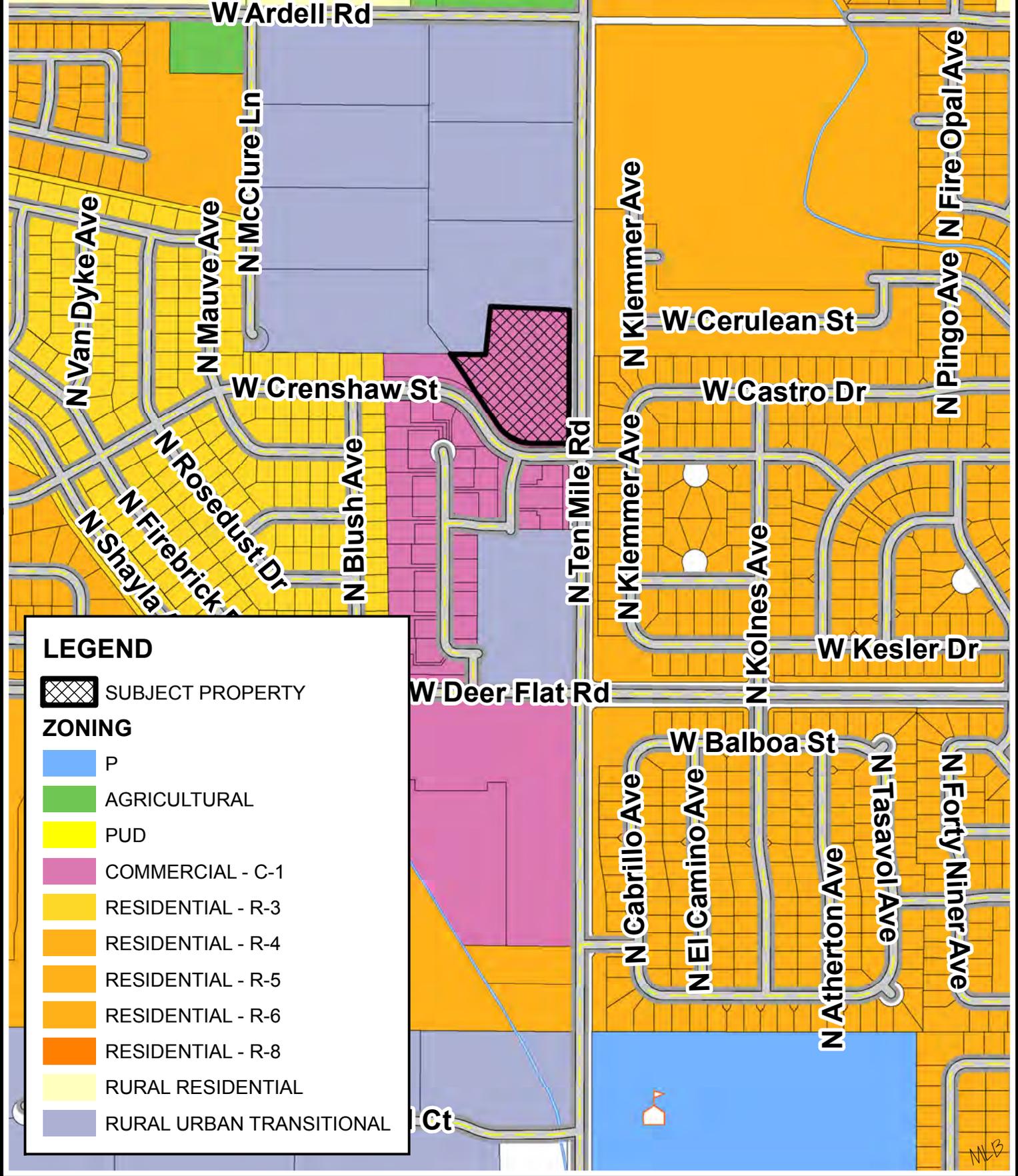


Legend

-  SUBJECT PROPERTY
-  LOW
-  MEDIUM DENSITY RESIDENTIAL
-  HIGH DENSITY RESIDENTIAL
-  COMMERCIAL
-  MIXED-USE
-  CITY PARKS

MLB

ATHLETA SUBDIVISION ZONING MAP



LEGEND

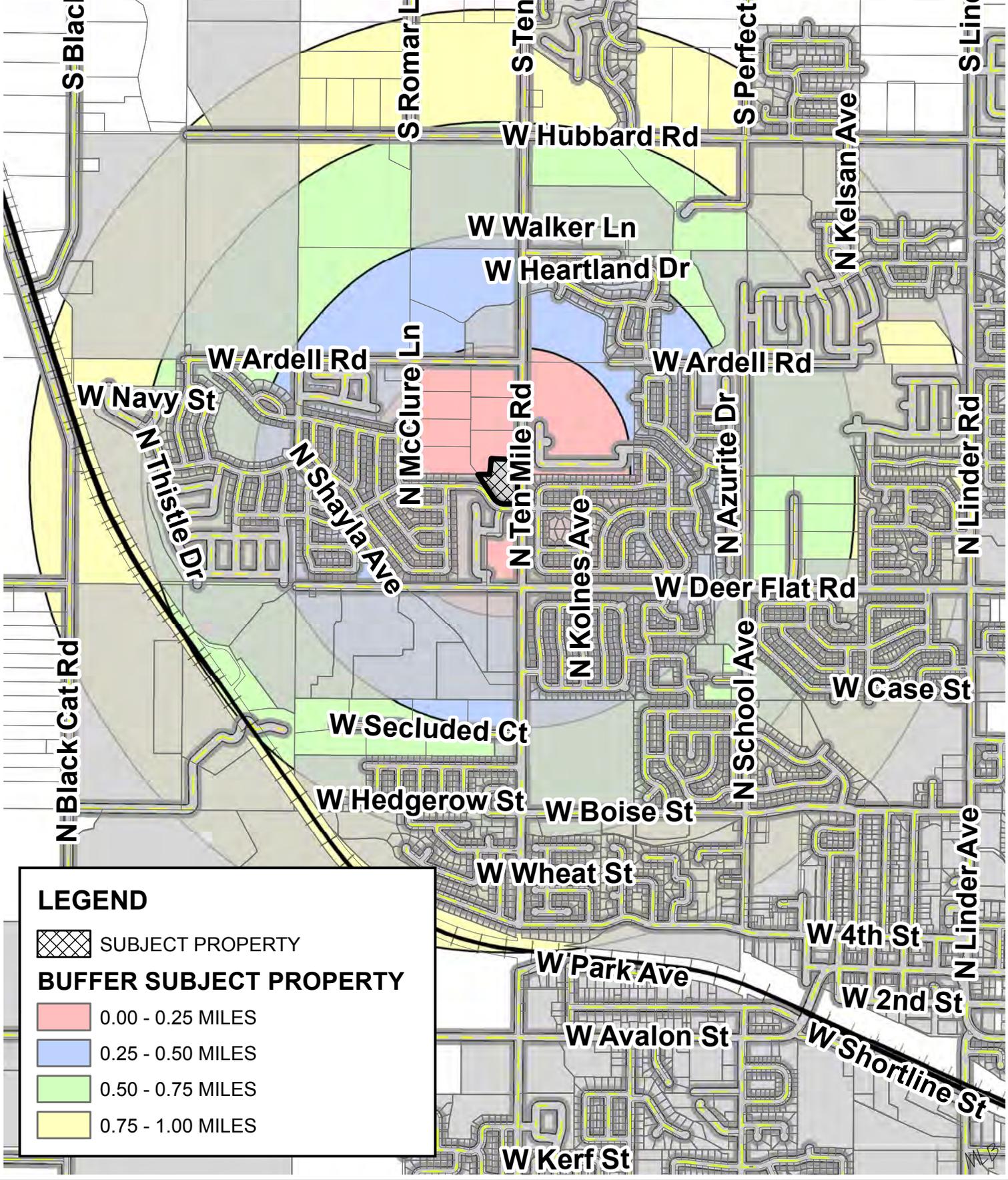
 SUBJECT PROPERTY

ZONING

-  P
-  AGRICULTURAL
-  PUD
-  COMMERCIAL - C-1
-  RESIDENTIAL - R-3
-  RESIDENTIAL - R-4
-  RESIDENTIAL - R-5
-  RESIDENTIAL - R-6
-  RESIDENTIAL - R-8
-  RURAL RESIDENTIAL
-  RURAL URBAN TRANSITIONAL

NLB

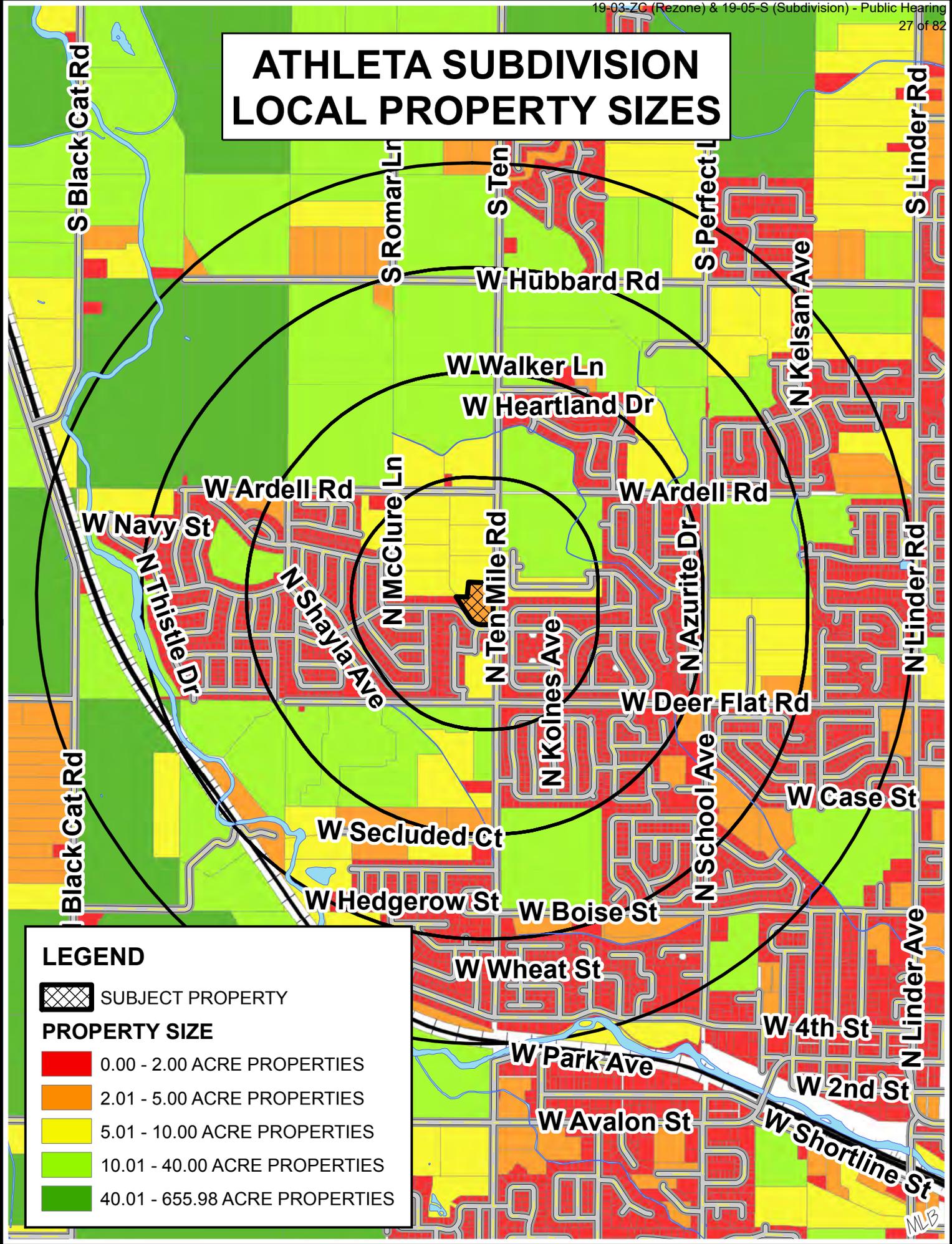
ATHLETA SUBDIVISION PROPERTY RANGE MAP



LEGEND

-  SUBJECT PROPERTY
- BUFFER SUBJECT PROPERTY**
-  0.00 - 0.25 MILES
-  0.25 - 0.50 MILES
-  0.50 - 0.75 MILES
-  0.75 - 1.00 MILES

ATHLETA SUBDIVISION LOCAL PROPERTY SIZES



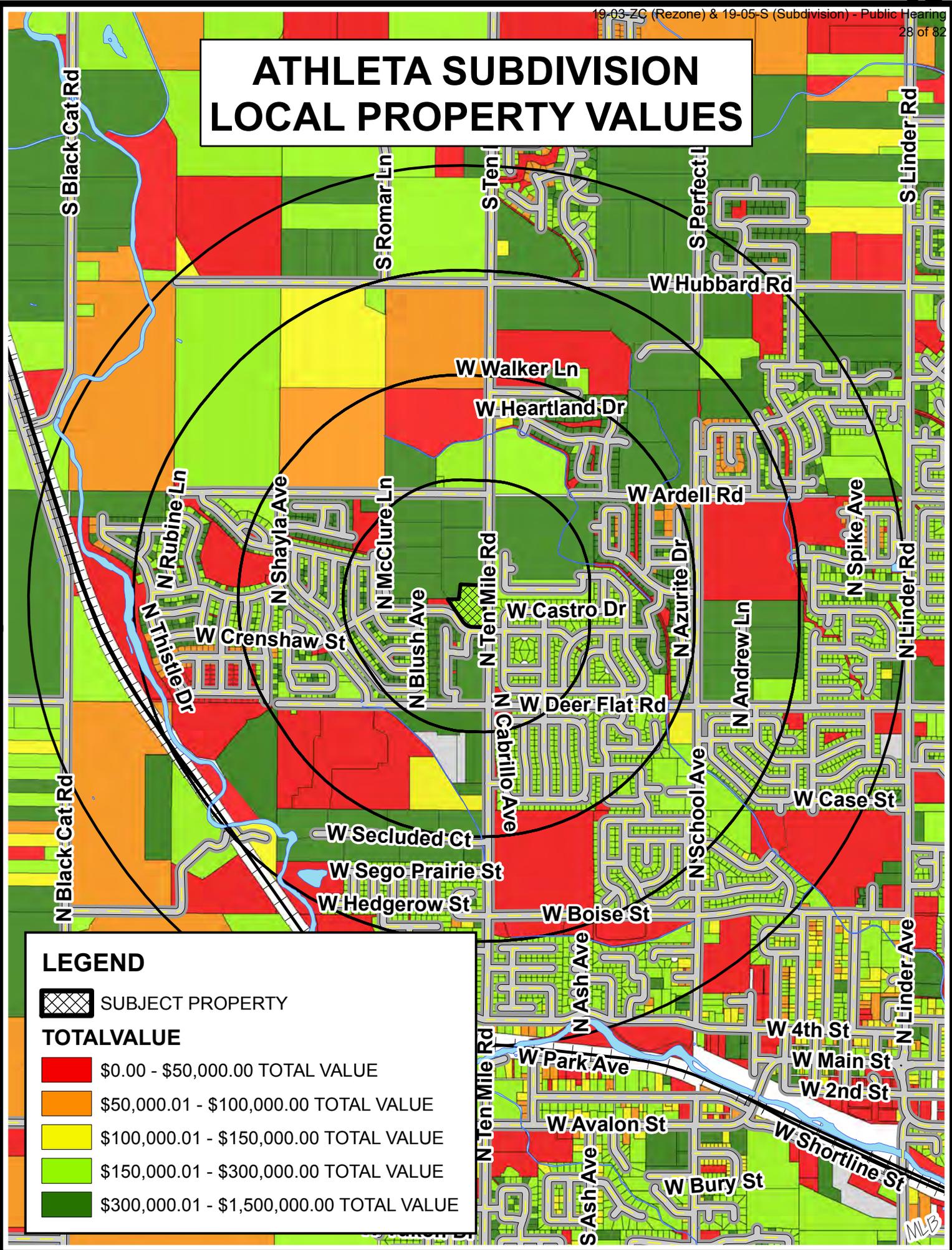
LEGEND

 SUBJECT PROPERTY

PROPERTY SIZE

-  0.00 - 2.00 ACRE PROPERTIES
-  2.01 - 5.00 ACRE PROPERTIES
-  5.01 - 10.00 ACRE PROPERTIES
-  10.01 - 40.00 ACRE PROPERTIES
-  40.01 - 655.98 ACRE PROPERTIES

ATHLETA SUBDIVISION LOCAL PROPERTY VALUES



LEGEND

 SUBJECT PROPERTY

TOTAL VALUE

	\$0.00 - \$50,000.00 TOTAL VALUE
	\$50,000.01 - \$100,000.00 TOTAL VALUE
	\$100,000.01 - \$150,000.00 TOTAL VALUE
	\$150,000.01 - \$300,000.00 TOTAL VALUE
	\$300,000.01 - \$1,500,000.00 TOTAL VALUE

ATHLETA SUBDIVISION PATHWAYS MASTER PLAN

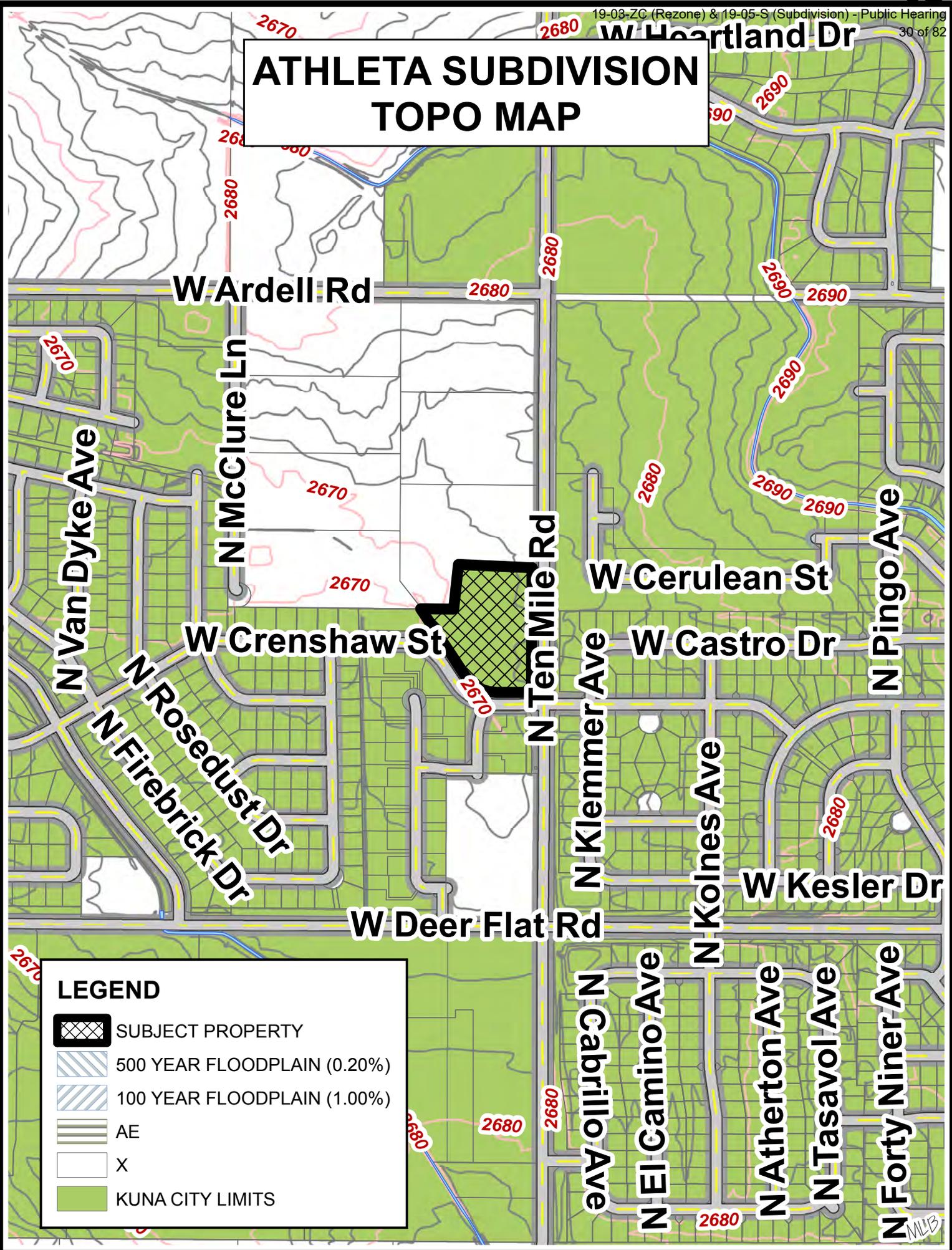


Legend

-  FUTURE TRAILS
-  BIKE ROUTES
-  SCENIC_BYWAY
-  BIRDS OF PREY
-  GREEN BELT OVERLAY
-  SUBJECT PROPERTY
-  KUNA PARKS

M.L.B.

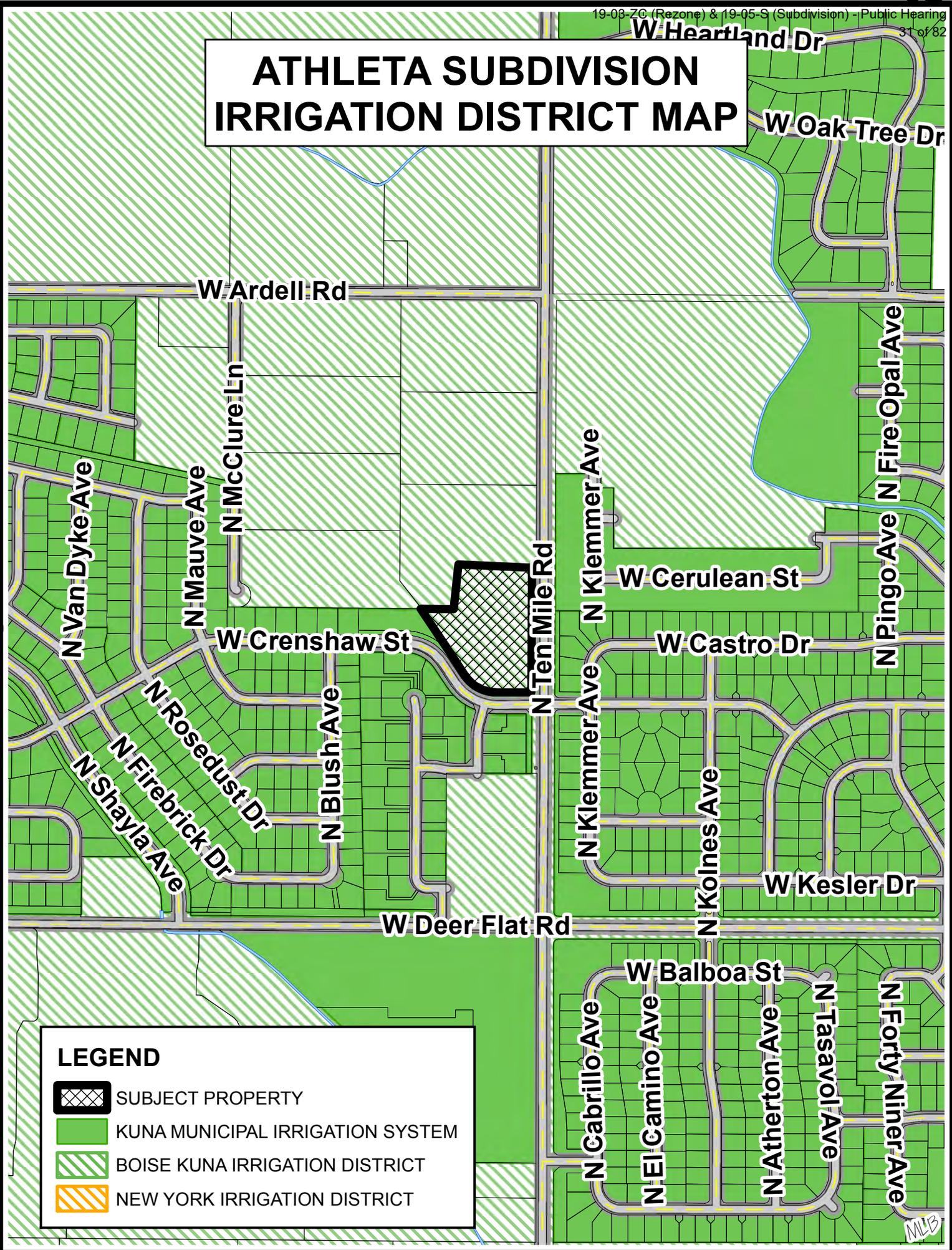
ATHLETA SUBDIVISION TOPO MAP



LEGEND

-  SUBJECT PROPERTY
-  500 YEAR FLOODPLAIN (0.20%)
-  100 YEAR FLOODPLAIN (1.00%)
-  AE
-  X
-  KUNA CITY LIMITS

ATHLETA SUBDIVISION IRRIGATION DISTRICT MAP

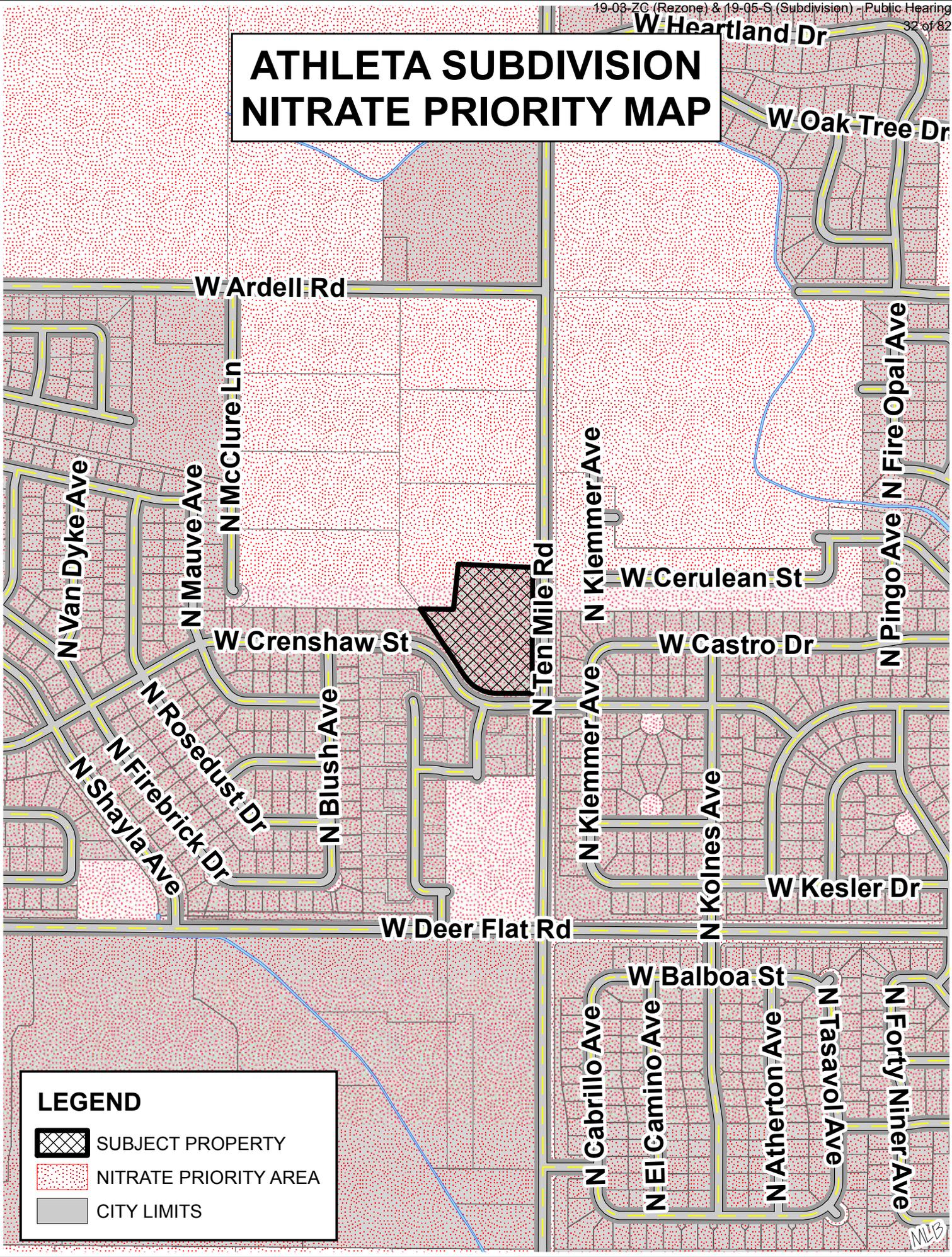


LEGEND

-  SUBJECT PROPERTY
-  KUNA MUNICIPAL IRRIGATION SYSTEM
-  BOISE KUNA IRRIGATION DISTRICT
-  NEW YORK IRRIGATION DISTRICT

MLB

ATHLETA SUBDIVISION NITRATE PRIORITY MAP



LEGEND

-  SUBJECT PROPERTY
-  NITRATE PRIORITY AREA
-  CITY LIMITS

MLB

ATHLETA SUBDIVISION SEWER DRAINAGE BASIN

W Hubbard Rd

SMALL SECTION OF GRAVITY MAIN AT CAPACITY ~ ISSUE

CRIMSON POINT
EDUS COMMITTED: 3117
EDUS CONNECTED: 1174
CAPACITY REMAINING: 65%

W Ardell Rd

W Ardell Rd

W Gainsboro Dr

N Firebrick Dr

N Shayla Ave

N Thistle Dr

N Ten Mile Rd

W Castro Dr

N Buckler Way

W Kesler Dr

N School Ave

W Deer Flat Rd

N Black Cat Rd

W Deer Flat Rd

W Secluded Ct

W Boise St

LEGEND

 LIFT STATIONS

 SUBJECT PROPERTY

 CRIMSON BASIN

 KUNA CITY LIMITS

MLB

Exhibit B-1

CITY OF KUNA

P.O. BOX 13

KUNA, ID 83634

www.kunacity.id.gov

Paul A. Stevens, P.E.

Kuna City Engineer

MEMORANDUM

Date: 12 July 2019
From: Paul A. Stevens, P.E.
To: Wendy Howell, Planning and Zoning Director
RE: Athleta Subdivision 19-03-ZC Rezone & Preliminary Plat – 19-05-S

The Athleta 19-03-ZC Rezone & Preliminary Plat – 19-05-S request dated 14 June 2019 has been reviewed. The application provides a preliminary plat, a narrative explaining the developers vision for the subdivision, a landscape plan, and various explanatory maps and pictures. These comments apply to the preliminary plat and the rezone as they affect public works infrastructure. Landscaping, population density, parking requirements, emergency access, intense pedestrian and vehicular traffic and similar topics are evaluated by the Planning and Zoning Department. Review and evaluation of civil design drawings is accomplished separately, when received.

These comments may be expanded or refined based on future land-use actions. The following comments apply considering current, effective requirements:

1. General

- a. Athleta Subdivision is zoned C-1, Neighborhood Commercial. The site is approximately 4.11 acres. The rezone requests changing the zoning to R-20, High Density. The preliminary plat contains 63 total lots. The proposed net density is 16.76 Dwelling Units per Acre (DUA).
- b. Typical dwelling units are reckoned at approximately 3.18 people per household. At this rate the projected population for this subdivision will be approximately 220 people or 53 people per acre. This population density is much higher than planned for and anticipated in a C-1 zone.
- c. A commensurate impact on the City of Kuna's pressurized irrigation, sewer, and water utilities will result.
- d. A commensurate impact to traffic volumes and densities will follow.
- e. Access to Athleta Subdivision is from one permanent access point on N Ten Mile Road. A second "emergency" access point is located on the southern end of the development also accessing N Ten Mile Road. A second, permanent access point from the west side of the development that would connect to W Crenshaw Street should be considered.
- f. While a walking path and other areas for outside activities are incorporated into the project, connection to the City of Kuna pathways is not available.
- g. A plan approval letter will be required if this project affects any local irrigation districts.
- h. Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
- i. State the vertical datum used for elevations on all drawings.

- j. Provide engineering certification on all final engineering drawings.

2. Inspection Fees

- a. An inspection fee will be levied for City inspection of water, sewer and irrigation facilities construction associated with this development. The current inspection fee is \$1.00 per lineal foot of sewer, water and pressure irrigation pipe. Payment is due and payable prior to City's approval of final construction plans.
- b. The developer shall retain a qualified responsible, Idaho registered professional engineer to provide sufficient inspection to certify to DEQ the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City. IDAPA 10.01.02 lists the professional engineer's project responsibilities.
- c. The developer's engineer and the City's inspector are permitted to coordinate inspections.

3. Right-of-Way

- a. Athleta Subdivision will impact travel on N Ten Mile Road.
- a. All street construction must meet or exceed ACHD and City of Kuna development standards.
- b. Sufficient right-of-way for existing and future classified streets shall be provided pursuant to City & ACHD standards.
- c. Approaches onto classified streets must comply with ACHD approach policies.
- d. Sidewalk, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, shall be provided in connection with property development.
- e. All city mainlines crossing proposed lots, running along the back of lots and sides of lots shall have easements that allow the City of Kuna to access and maintain the utilities.

4. Sanitary Sewer & Potable Water

- a. It is recommended that this application be conditioned to conform to the sewer and water master plans as applicable.
- b. The applicant's property is presently uninhabited, is not connected to City services and is subject to connection fees for the ultimate connected sewer load and water demand as provided in the City's Standard Tables. City Code (6-4-2) requires connection to the City sewer system for all sanitary sewer needs. City Code (6-4-2X) requires connection to City water services.
- c. City code 5-16-3: B.2 states that applicant shall extend public sewer and water to each parcel when water and sewer are available within three hundred (300) feet of the parcels.
- d. All sewer and water infrastructure must meet or exceed City of Kuna requirements.
- e. Water and sewer flow models will be required to verify adequate water supply and fire suppression and sewage removal.
- f. Sewer and water connection fees apply to each lot containing a home or other facility.
- g. All existing sewage treatment facilities (septic tank and drain field) must be decommissioned in accordance with Idaho Department of Environmental Quality requirements. Documentation shall be provided to the City of Kuna.
- h. All existing wells shall be abandoned in accordance with Idaho Department of Water Resources (IDWR) requirements. Documentation shall be provided to the City of Kuna.

5. Pressurized Irrigation

- a. It is recommended that this application be conditioned to conform to the Pressure Irrigation Master Plan.
- b. The applicant's property is not connected to the City's pressurized irrigation system. Relying on drinking water for irrigation purposes conflicts with City Code (6-4-2).

- c. Condition this project to require connection and annexation to the City's Pressurized Irrigation system.
- d. All pressurized irrigation infrastructure shall meet or exceed City of Kuna standards.
- e. Annexation into the municipal irrigation district and pooling of water rights is a requirement of the final plat approval. This site is served by Boise Kuna Irrigation District.
- f. Existing irrigation ditches (supply & drain) must be relocated as needed and as approved by the irrigation ditch company/users.
- g. Pressurized irrigation flow model will be required to verify adequate pressurized irrigation supply.
- h. All residential, common lots and open areas with irrigation are required to connect to the pressurized irrigation system and to pay the associated connection fee.

6. Grading and Storm Drainage

- a. Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties. Slopes shall not be steeper than 3:1 on lots adjacent to a street or common lot and no steeper than 4:1 for lots with common rear lot lines.
- b. Provide a grading and drainage plan which supports and maintains all upstream drainage rights and all downstream irrigation delivery rights as they presently exist for this property.
- c. The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of private storm water disposal systems.
- d. Provide a storm water disposal & treatment plan which accounts for increased storm water runoff volumes. Provide detailed drawings of drainage & treatment facilities with supporting calculations for review and approval.
- e. Runoff from public right-of-way is regulated by ACHD. On site storm water retention shall be reviewed by the City Engineer in conjunction with the Civil Engineering construction improvements review.

7. As-Built Drawings

- a. As-built drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes but will not be responsible for the finished product. As-built drawings will be required before occupancy or final plat approval is granted.

8. Property Description

- a. The applicant provided a preliminary plat and supporting documents as part of the application.

CLINTON C. PLINE
CHAIRMAN OF THE BOARD

RON PLATT
VICE CHAIRMAN OF THE BOARD

ROBERT D. CARTER
PROJECT MANAGER

THOMAS RITTHALER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

MARY SUE CHASE
ASSISTANT SECRETARY-
TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

OPERATING AGENCY FOR 167,000
ACRES FOR THE FOLLOWING
IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT
BOISE-KUNA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

TEL: (208) 344-1141
FAX: (208) 344-1437

19 July 2019

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

RECEIVED
JUL 22 2019
CITY OF KUNA

RE: Jane Sugs, Athleta Sub.
Ten Mile and Crenshaw Kuna 83634
Boise-Kuna Irrigation District
Teed Lateral 242+00
Sec. 15, T2N, R1W, BM.

19-03-ZC, 19-05-S

BK-291

Troy Behunin, Planner:

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

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

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

Sincerely,



Thomas Ritthaler
Assistant Project Manager, BPBC

tbr/tr

cc: Clint McCormick
Lauren Boehlke
File

Watermaster, Div; 2 BPBC
Secretary – Treasurer, BKID



CENTRAL DISTRICT HEALTH DEPARTMENT Environmental Health Division

Return to:

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

Rezone #, Conditional Use #, Preliminary / Final / Short Plat 19-05-S Athleta

RECEIVED CITY OF KUNA JUL 25 2019

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

13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.

14. Reviewed By: [Signature] Date: 7/23/19



CENTRAL DISTRICT HEALTH DEPARTMENT

Environmental Health Division

- Return to:
- ACZ
 - Boise
 - Eagle
 - Garden City
 - Kuna
 - Meridian
 - Star

Rezone # _____
 Conditional Use # _____
 Preliminary / Final / Short Plat 19-04-5
Indian Creek @ Crimson Point

RECEIVED
 JUL 25 2019
 CITY OF KUNA

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

N/A

Reviewed By: [Signature]
 Date: 7/23/19

Communities in Motion 2040 2.0 Development Review

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this review as a tool for local governments to evaluate whether land developments are consistent with the goals of *Communities in Motion 2040 2.0* (CIM 2040), the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 2.0 goals.

Development Name: Athleta

Agency: Kuna

CIM Vision Category: Existing Neighborhoods

New households: 57

New jobs: 0

Exceeds CIM forecast: No

	CIM Corridor: Ten Mile Rd Pedestrian level of stress: R Bicycle level of stress: PG-13	Level of Stress considers facility type, number of vehicle lanes, and speed. Roads with G or PG ratings better support bicyclists and pedestrians of all ages and comfort levels.
	Housing within 1 mile: 2,580 Jobs within 1 mile: 340 Jobs/Housing Ratio: 0.1	A good jobs/housing balance – a ratio between 1 and 1.5 – reduces traffic congestion. Higher numbers indicate the need for more housing and lower numbers indicate an employment need.
	Nearest police station: 0.8 miles Nearest fire station: 1.7 miles	Developments within 1.5 miles of police and fire stations ensure that emergency services are more efficient and reduce the cost of these important public services.
	Farmland consumed: No Farmland within 1 mile: 767 acres	Farmland contributes to the local economy, creates additional jobs, and provides food security to the region. Development in farm areas decreases the productivity and sustainability of farmland.
	Nearest bus stop: >4 miles Nearest public school: 0.5 miles Nearest public park: 0.9 miles Nearest grocery store: 2.2 miles	Residents who live or work less than ½ mile from critical services have more transportation choices. Walking and biking reduces congestion by taking cars off the road, while supporting a healthy and active lifestyle.

Recommendations

Ten Mile Road is a project identified in *Communities in Motion 2040* plan as a long term funded project. This project would widen Ten Mile Road from Deer Flat Road to Hubbard Road from two lanes to three lanes, however, a construction year has not been identified. Currently, the nearest public transportation is more than four miles from the site. ValleyConnect 2.0 identifies a future bus route along Linder Road, from downtown Kuna to the Boise Research Center, via downtown Meridian, with 20-minute frequencies. This route would approximately one mile from the site. The higher density proposed is supportive of bus service. Safe bicycle and pedestrian infrastructure along Deer Flat Road and/or Ardell Road will be critical to providing access to this route. Initial Point High School is ½ mile away, making it available for students to walk or bike. However, sidewalks are only available on the east side of Ten Mile Road. Consider a safe, signalized crossing at or near Crenshaw Street to facilitate non-motorized travel to school and public transportation.

More information about COMPASS and *Communities in Motion 2040 2.0*:

Web: www.compassidaho.org

Email info@compassidaho.org

More information about the development review process:

<http://www.compassidaho.org/dashboard/devreview.htm>





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

DEQ Response to Request for Environmental Comment

Date: August 2, 2019
Agency Requesting Comments: City of Kuna
Date Request Received: July 18, 2019
Applicant/Description: Athleta Subdivision 19-03-ZC, 19-05-S

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

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

1. Air Quality

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

All property owners, developers, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities/and or operations per IDAPA 58.01.01.651.

DEQ recommends the city/county require the development and submittal of a dust prevention and control plan prior to approval. Dust prevention and control plans incorporate appropriate best management practices to control fugitive dust that may be generated at sites.

Information on fugitive dust control plans can be found at:
http://www.deq.idaho.gov/media/61833-dust_control_plan.pdf

- Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited open burning occurs during construction.

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

2. Wastewater and Recycled Water

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding

wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.

All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

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

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

3. Drinking Water

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

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

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

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

4. Surface Water

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

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

5. Hazardous Waste And Ground Water Contamination

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

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

accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

For questions, contact Albert Crawshaw, Waste & Remediation Manager, at 373-0550.

6. Additional Notes

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

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

Sincerely,



Aaron Scheff
aaron.scheff@deg.idaho.gov
Regional Administrator
Boise Regional Office
Idaho Department of Environmental Quality

ec: CM#2019AEK143

Troy Behunin

From: D3 Development Services <D3Development.Services@itd.idaho.gov>
Sent: Wednesday, July 31, 2019 4:53 PM
To: Troy Behunin
Subject: 19-03-ZC, 19-05-S Athleta Subdivision

Good afternoon,
ITD has received application 19-03-ZC, 19-05-S for review. ITD does not anticipate any significant traffic impact to the State Highway system from this development and has no objections to the proposed development.

Thank you,

Sarah Arjona
Development Services Coordinator
ITD District 3
(208) 334-8338

From: Troy Behunin <tbehunin@kunaid.gov>
Sent: Thursday, July 18, 2019 12:26 PM
To: ACHD <clittle@achdidaho.org>; Becky Rone - Kuna USPS Addressing <rebecca.i.rone@usps.gov>; Bob Bachman <bbachman@kunaid.gov>; Boise Project Brd Cntrl <TRitthaler@boiseproject.org>; Boise-Kuna Irrigation Distr. <laurenboehlke@yahoo.com>; Cable One Business <Adam.ingram@cableone.biz>; Cable One t.v. <cheryl.goettsche@cableone.biz>; Central District Health Dept. CDHD <lbadigia@cdhd.idaho.gov>; COMPASS <cmiller@compassidaho.org>; D. Reinhart <Dreinhart@kunschools.org>; DEQ <Alicia.martin@deq.idaho.gov>; Eric Adolfson <eadolfson@compassidaho.org>; Idaho Power <bwatson2@idahopower.com>; Idaho Power <ahawkins@idahopower.com>; Idaho Power - Jacky Chris <easements@idahopower.com>; Intermountain Gas <robert.miller@mdu.com>; Intermountain Gas <bryce.ostler@intgas.com>; D3 Development Services <D3Development.Services@itd.idaho.gov>; Jim O. - KSD <Jim@kunaschools.org>; Julie Stanley - Regional Address Mgmt. <Julie.R.Stanley@usps.gov>; Kuna Police Chief <so4217@adaweb.net>; Kuna Postmaster - Marc C. Boyer <marc.c.boyer@usps.gov>; Kuna School District <kbekkedahl@kunaschools.org>; Kuna School District <wjohanson@kunaschools.org>; Kuna School District <bsaxton@kunaschools.org>; Mike Borzick <mborzick@kunaid.gov>; Nampa Meridian Irrigation District <nmid@nmid.org>; New York Irrigation District <terri@nyid.org>; Paul Stevens <PStevens@kunaid.gov>; Planning Mgr: Ada County Development Services <jboal@adaweb.net>; Lisa Holland <lholland@kunaid.gov>
Subject: [EXTERNAL] Athleta Sub Packet

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Good afternoon everyone,
Please review the included packet for the proposed **Athleta Subdivision** here in Kuna. Please respond within 15 business days. if you need additional information or hard copies please let us know as soon as possible.
Thanks so much!
Troy

Troy Behunin
Planner III
City of Kuna

751 W. 4th Street
Kuna, ID 83634
TBehunin@Kunald.Gov

CONFIDENTIALITY NOTICE

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

Exhibit B-8**Kuna School District***Inspiring each student to become a lifelong learner and a contributing, responsible citizen.*

July 24, 2019

Subject: Athleta Subdivision

Dear Honorable Members of the Planning and Zoning Commission,

After reviewing the plans for the Athleta development, we submit the following response.

We recognize the need for a variety of housing styles to meet a variety of needs in our community. We have two primary points. First we recognize this development may bring additional children to Crimson Point Elementary and Kuna Middle School. We anticipate this may be as many as 38 children. This along with other proposals that we are aware of will bring Crimson Point to capacity in the near future. Once it is at capacity, the Board will have to determine whether or not another bond vote is needed to expand our current schools or build new.

Secondly, we are concerned about bus circulation and the safety of children. In order to address this, we ask the developer to install and pay for a covered bus stop for students on Crenshaw Road within the "open space / amenity area".

Our transportation department is beginning to move toward picking up children at one or two common points on the outside of sub-divisions. Because of this, we will be asking other developers to do the same. It keeps students in a well lit and marked area which makes them visible and keeps them in a safe environment.

Regards,

Jim Obert

David Reinhart

Kuna School District Planners

711 E. Porter Rd., Kuna, Idaho 83634

Phone: (208) 922-1000

FAX: (208) 922-5646

Wendy Johnson
Superintendent

Kim Bekkedahl
Assistant Superintendent

Dr. Catherine Beals
Administrator of CIA

Eileen O'Shea
Administrator of Student
Services

David Reinhart
Administrator of HR

Jane Suggs

From: Sub Name Mail <subnamemail@adacounty.id.gov>
Sent: Thursday, April 25, 2019 4:30 PM
To: Jane Suggs
Cc: kent brown; Travis Foster
Subject: Athleta Subdivision / PKA Olivias Garden Sub Name Reservation

April 24, 2019

Kent Brown, Kent Brown Planning Services
 Travis Foster, WHPacific
 Jane Suggs, WHPacific

RE: Subdivision Name Reservation: **ATHLETA SUBDIVISION** (PKA Olivias Garden Sub)

The Subdivision Name Olivia's Garden Subdivision was previously reserved for parcel S1315449223 on 1/26/2018 by Kent Brown of Kent Brown Planning Services, and at your request, I will replace and reserve the name **Athleta Subdivision** for your project on this parcel. I can honor this reservation only as long as your project is in the approval process. Final approval can only take place when the final plat is recorded.

This reservation is available for the project as long as it is in the approval process unless the project is terminated by the client, the jurisdiction or the conditions of approval have not been met, in which case the name can be re-used by someone else.

Sincerely,



Jerry L. Hastings, PLS 5359
County Surveyor
Deputy Clerk Recorder
 Ada County Development Services
 200 W. Front St., Boise, ID 83702
 (208) 287-7912 office
 (208) 287-7909 fax
 E-mail: jhastings@adacounty.id.gov

From: Jane Suggs [mailto:JSuggs@whpacific.com]
Sent: Monday, April 22, 2019 4:42 PM
To: Sub Name Mail
Cc: Jarron Langston; Cara Duskey; Matt Munger
Subject: Athleta Subdivision in Kuna - new sub name requests

Hi Subnamemail,

I'd like to reserve the name Athleta Place Subdivision for a property located in Kuna at 2003 N. Ten Mile Road (2N, 1W, Section 15). The property is located in the northwest corner of Ten Mile Road and Crenshaw Street.

The parcel number is: S1315449223

The owner/developer is: Epic Development Idaho LLC

The surveyor is: Travis Foster, WHPacific

Let me know if you need additional information.

Thanks,

Jane



NORTH 21



NORTH 9



NORTH 1



NORTH 13

received
0.14.19



WEST 28



WEST 8



West 4



WEST 12



EAST 14



SOUTH 31



SOUTH 7



SOUTH 3



SOUTH 11



EAST 30



EAST 10



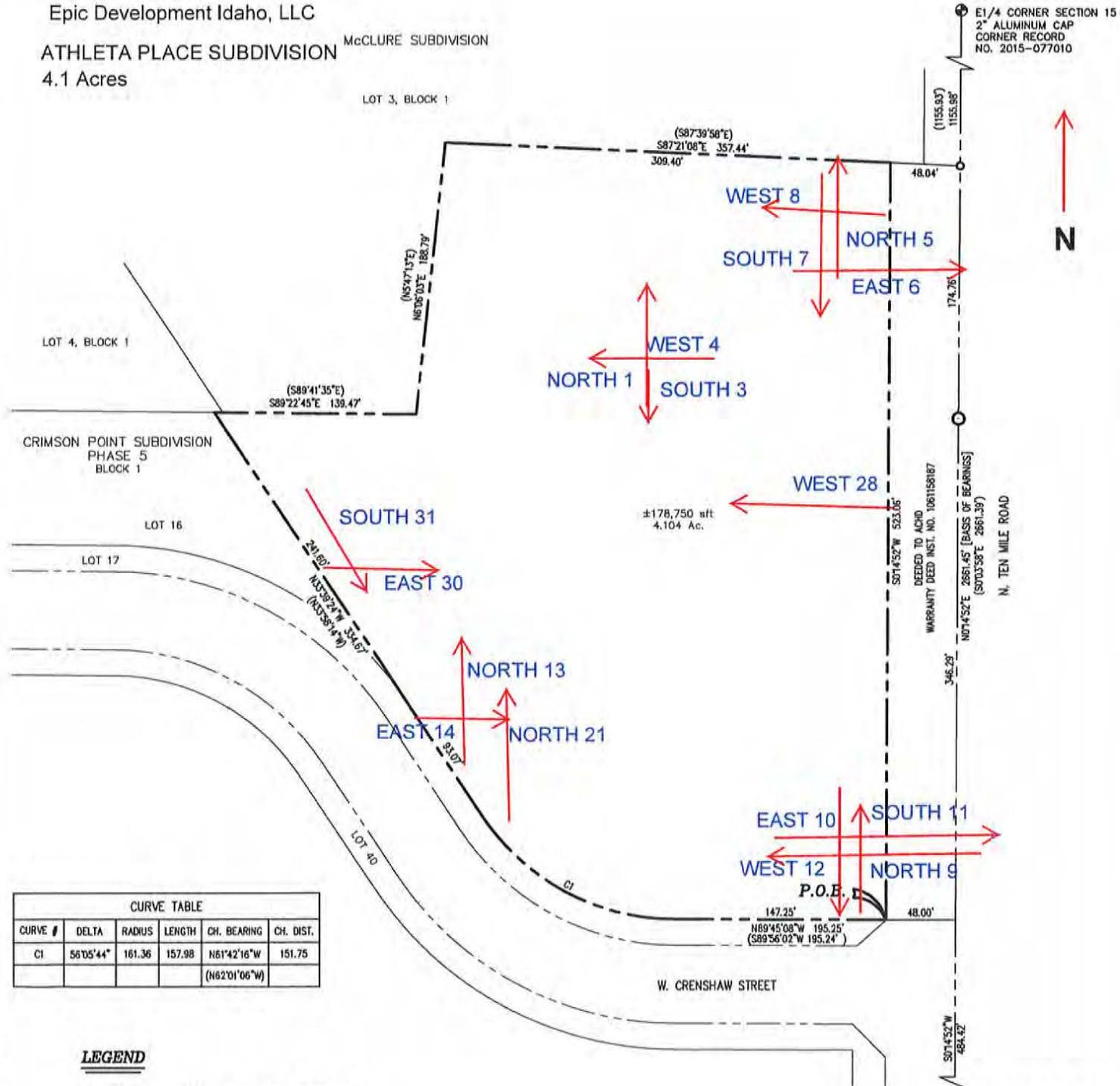
NORTH 5



EAST 10

PHOTO EXHIBIT

Epic Development Idaho, LLC
ATHLETA PLACE SUBDIVISION
4.1 Acres
McCLURE SUBDIVISION
LOT 3, BLOCK 1



CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CH. BEARING	CH. DIST.
C1	58°05'44"	161.36	157.98	N61°42'16"W	151.75
				(N62°01'06"W)	

LEGEND

- FOUND MONUMENT, AS NOTED
- PARCEL BOUNDARY LINE
- SECTION/ALIQUOT LINE
- RIGHT OF WAY LINE
- PROPERTY LINE
- RECORD INFORMATION ROS 6138



Neighborhood Meeting Certification

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

GENERAL INFORMATION:

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

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

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

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

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

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

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

Description of proposed project: rezone property for subdivision for 57 single family attached homes, plus amenities

Date and time of neighborhood meeting: Tuesday, April 23, 2019, 6 pm

Location of neighborhood meeting: Kuna Public Library

SITE INFORMATION:

Location: Quarter: _____ Section: 15 Township: 2N Range: 1W Total Acres: 4.11 acres

Subdivision Name: Athleta Subdivision (proposed) Lot: _____ Block: _____

Site Address: 2003 N. Ten Mile Road Tax Parcel Number(s): S1315449223

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

CURRENT PROPERTY OWNER:

Name: Epic Development Idaho LLC

Address: 11785 Valley Sage Drive City: Sparks State: NV Zip: 89441

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

Name: Jane Suggs Business (if applicable): WHPacific

Address: 2141 W. Airport Way, Suite 104 City: Boise State: Idaho Zip: 83705



PROPOSED USE:

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

Application Type	Brief Description
Annexation	
Re-zone	rezone to R-20 (for lot size dimensions)
Subdivision (Sketch Plat and/or Prelim. Plat)	preliminary plat for 57 buildable lots for sf attached homes
Special Use	
Variance	
Expansion of Extension of a Nonconforming Use	
Zoning Ordinance Map Amendment	

APPLICANT:

Name: Jane Suggs / WHPacific

Address: 2141 W. Airport Way, Suite 104

City: Boise State: Idaho Zip: 83705

Telephone: 208-275-8729 Fax: _____

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 5-1A-2 of the Kuna City Code

Signature: (Applicant) Jane Suggs Date 4/30/19



April 16, 2019

Subject: Mulberry Place – a new subdivision at 2003 N. Ten Mile Road

Dear Neighbor:

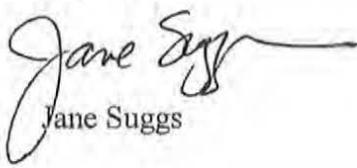
You and your family are invited to attend a neighborhood meeting to discuss the plans to develop a subdivision at 2003 N. Ten Mile Road, at the corner of Ten Mile Road and Crenshaw Street.

The subdivision is being planned for 57 single family attached homes with a mix of 2 bed/2 bath and 3 bed/2 bath designs. Each home will be on its own lot and will have a two-car garage accessed by a service drive in the rear of the home. There will be room to park two additional vehicles on the garage driveway/apron. The subdivision will include a tot-lot, gazebo, guest parking and a dog park.

Our neighborhood meeting will be held on Tuesday, April 23, 2019, at 6:00 pm at the Kuna Library at 457 N. Locust Avenue. We will meet in the conference room.

If you have any questions about the meeting or the proposed project, please do not hesitate to call me at 208-275-8729 or e-mail me at jsuggs@whpacific.com.

Sincerely,


Jane Suggs

received
6-14-19

New Subdivision at 2003 Ten Mile Road
Neighborhood Meeting
Tuesday, April 23, 2018
6 pm

Name

Address

Email

1. Scott Edwards 1534 W Castro Drive Kuna ID 83634 email examples
2. JONATHAN & Ivy DURFEE 2255 N Ten Mile Rd KUNA ID 83634 ivydurf@msn.com
3. Amy Harding 1852 W Greshaw St Kuna amy.harding@hcahoallcare.com
4. Steven Nelson 2082 N. McClune Ln Kuna steves23t@gmail.com
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____



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

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.kunacity.id.gov

City of Kuna AFFIDAVIT OF LEGAL INTEREST

State of Idaho)
) ss
County of Ada)

I, Jarron Langston / Epic Development Idaho, LLC, 11785 VALLEY SAGE DR.
Name Address
SPARKS NV 89441
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 Jane Suggs / WHPacific, 2141 W. Airport Way, Suite 104, 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 22ND day of APRIL, 2019

Signature [Handwritten Signature]

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

Notary Public for Idaho [Handwritten Signature]

Residing at: Meridian, ID

My commission expires: 10/22/19

REBECCA JENSEN
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 62470
MY COMMISSION EXPIRES 10-22-2019

received
6-14-19



PARCEL DESCRIPTION

Date: June 10, 2019

Project: Epic Development Idaho, LLC – Zoning Legal

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

COMMENCING at the southeast corner of said Section 15, monumented by a 3.5” aluminum cap (Corner Record No. 10212985), from which the E1/4 corner of said Section 15, monumented by a 2” aluminum cap (Corner Record No. 2015-077010), bears North 00°14’52” East, a distance of 2661.45 feet;

Thence North 00°14’52” East, coincident with the east line of said Section 15, a distance of 984.42 feet to the **POINT OF BEGINNING**

Thence North 89°45’08” West, perpendicular to said east line, a distance of 195.25 feet to the beginning of a tangent curve to the right;

Thence northwesterly along the arc of said curve the right, an arc distance of 157.98 feet, said curve having a radius of 161.36 feet, a central angle of 56°05’44” and a chord bearing of North 61°42’16” West a distance of 151.75 feet;

Thence North 33°39’24” West, a distance of 334.67 feet to the southerly line of the Amended Plat of McClure Subdivision, Book 58, Pages 5637-5638, Ada County Records;

Thence South 89°22’45” East, coincident with said southerly line, a distance of 139.47 feet;

Thence North 06°06’03” East, coincident with said southerly line, a distance of 188.79 feet;

Thence South 87°21’08” East, coincident with said southerly line, a distance of 309.40 feet to said westerly right of way line;

Thence South 00°14’52” West, coincident with said westerly right of way line, a distance of 523.06 feet to the **POINT OF BEGINNING**.

The above described parcel contains 178,750 square feet or 4.104 acres, more or less.

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

The basis of bearings for this parcel is North 00°14’52” East between the southeast corner and the E1/4 corner of said Section 15.

Travis P. Foster, P.L.S.
End of Description



License No. 10729



McCLURE SUBDIVISION

LOT 3, BLOCK 1

LOT 4, BLOCK 1

CRIMSON POINT SUBDIVISION
PHASE 5
BLOCK 1

LOT 16

LOT 17

LOT 40



±203,808 sft
4.679 Ac.

E1/4 CORNER SECTION 15
2" ALUMINUM CAP
CORNER RECORD
NO. 2015-077010

N. TEN MILE ROAD
S07°45'27"W 2861.45'
(S07°35'58"E 2861.39')

SE CORNER SECTION 15
3.5" ALUMINUM CAP
CORNER RECORD
NO. 10212985

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CH. BEARING	CH. DIST.
C1	56°05'44"	161.36	157.98	N61°42'16"W	151.75
				(N62°01'06"W)	

LEGEND

- FOUND MONUMENT, AS NOTED
- PARCEL BOUNDARY LINE
- SECTION/A LIQUOT LINE
- RIGHT OF WAY LINE
- PROPERTY LINE
- RECORD INFORMATION ROS 6138

P.O.B.

W. CRENSHAW STREET

SHEET NUMBER <h2 style="margin: 0;">EX-2</h2>	<h1 style="margin: 0;">ATHLETA SUBDIVISION ZONING EXHIBIT</h1> <p style="margin: 5px 0;">EPIC DEVELOPMENT IDAHO, LLC ATHLETA SUBDIVISION</p>	DRAWING INFO P0023554W P0023554W_REZONE AS NOTED	SHEET INFO DRAWN: MMM CHECKED: BD LAST EDIT: 6/12/2019 PLOT DATE: 6/12/2019	<p style="font-size: 8px; margin-top: 5px;"> 2141 W Airport Way, Ste 104 Boise, ID 83705 208-342-5400 Fax 208-342-5353 www.whpacific.com </p>
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PARCEL DESCRIPTION

Date: June 10, 2019

Project: Epic Development Idaho, LLC – Athleta Subdivision

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

COMMENCING at the southeast corner of said Section 15, monumented by a 3.5" aluminum cap (Corner Record No. 10212985), from which the E1/4 corner of said Section 15, monumented by a 2" aluminum cap (Corner Record No. 2015-077010), bears North 00°14'52" East, a distance of 2661.45 feet;

Thence North 00°14'52" East, coincident with the east line of said Section 15, a distance of 984.42 feet;

Thence North 89°45'08" West, perpendicular to said east line, a distance of 48.00 feet to the westerly right of way line of North Ten Mile Road and the **POINT OF BEGINNING**;

Thence continuing North 89°45'08" West, perpendicular to said east line, a distance of 147.25 feet to the beginning of a tangent curve to the right;

Thence northwesterly along the arc of said curve the right, an arc distance of 157.98 feet, said curve having a radius of 161.36 feet, a central angle of 56°05'44" and a chord bearing of North 61°42'16" West a distance of 151.75 feet;

Thence North 33°39'24" West, a distance of 334.67 feet to the southerly line of the Amended Plat of McClure Subdivision, Book 58, Pages 5637-5638, Ada County Records;

Thence South 89°22'45" East, coincident with said southerly line, a distance of 139.47 feet;

Thence North 06°06'03" East, coincident with said southerly line, a distance of 188.79 feet;

Thence South 87°21'08" East, coincident with said southerly line, a distance of 309.40 feet to said westerly right of way line;

Thence South 00°14'52" West, coincident with said westerly right of way line, a distance of 523.06 feet to the **POINT OF BEGINNING**.

The above described parcel contains 178,750 square feet or 4.104 acres, more or less.

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

The basis of bearings for this parcel is North 00°14'52" East between the southeast corner and the E1/4 corner of said Section 15.



Travis P. Foster, P.L.S.
End of Description

License No. 10729



McCLURE SUBDIVISION

LOT 3, BLOCK 1

LOT 4, BLOCK 1

CRIMSON POINT SUBDIVISION
PHASE 5
BLOCK 1

LOT 16

LOT 17

LOT 40

±178,750 sft
4.104 Ac.



CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CH. BEARING	CH. DIST.
C1	56°05'44"	161.36	157.98	N61°42'16"W	151.75
				(N62°01'06"W)	

LEGEND

- ⊕ FOUND MONUMENT, AS NOTED
- PARCEL BOUNDARY LINE
- SECTION/ALIQUOT LINE
- - - RIGHT OF WAY LINE
- PROPERTY LINE
- () RECORD INFORMATION ROS 6138

⊕ E1/4 CORNER SECTION 15
2" ALUMINUM CAP
CORNER RECORD
NO. 2015-077010

(1155.93')
1155.98'

(S87°39'58"E)
S87°21'08"E 357.44'
309.40'

48.04'

(N5°47'13"E)
N5°06'03"E 188.79'

(S89°41'35"E)
S89°22'45"E 139.47'

174.76'

DEEDED TO ACHD
WARRANTY DEED INST. NO. 1061158187

N07°45'2"E 2661.45' [BASIS OF BEARINGS]
(S003°56'E 2661.39')

N. TEN MILE ROAD

S01°45'2"W 523.06'

346.29'

P.O.B.

147.25'
N89°45'08"W 195.25'
(S89°56'02"W 195.24')

48.00'

W. CRENSHAW STREET

S01°45'2"W
484.42'

⊕ SE CORNER SECTION 15
3.5" ALUMINUM CAP
CORNER RECORD
NO. 10212985

SHEET NUMBER EX-1	ATHLETA SUBDIVISION ZONING EXHIBIT	DRAWING INFO P0023554W	SHEET INFO DRAWN MMM	<p>2141 W Airport Way, Ste 104 Boise, ID 83705 208-342-5400 Fax 208-342-5353 www.whpacific.com</p>
	EPIC DEVELOPMENT IDAHO, LLC ATHLETA SUBDIVISION	P0023554W_EXHIBIT AS NOTED	CHECKED BD LAST EDIT 6/12/2019 PLOT DATE 6/12/2019	

Jane Suggs

From: Sub Name Mail <subnamemail@adacounty.id.gov>
Sent: Thursday, April 25, 2019 4:30 PM
To: Jane Suggs
Cc: kent brown; Travis Foster
Subject: Athleta Subdivision / PKA Olivias Garden Sub Name Reservation

April 24, 2019

Kent Brown, Kent Brown Planning Services
 Travis Foster, WHPacific
 Jane Suggs, WHPacific

RE: Subdivision Name Reservation: **ATHLETA SUBDIVISION** (PKA Olivias Garden Sub)

The Subdivision Name Olivia's Garden Subdivision was previously reserved for parcel S1315449223 on 1/26/2018 by Kent Brown of Kent Brown Planning Services, and at your request, I will replace and reserve the name **Athleta Subdivision** for your project on this parcel. I can honor this reservation only as long as your project is in the approval process. Final approval can only take place when the final plat is recorded.

This reservation is available for the project as long as it is in the approval process unless the project is terminated by the client, the jurisdiction or the conditions of approval have not been met, in which case the name can be re-used by someone else.

Sincerely,



Jerry L. Hastings, PLS 5359
County Surveyor
Deputy Clerk Recorder
 Ada County Development Services
 200 W. Front St., Boise, ID 83702
 (208) 287-7912 office
 (208) 287-7909 fax
 E-mail: jhastings@adacounty.id.gov

From: Jane Suggs [mailto:JSuggs@whpacific.com]
Sent: Monday, April 22, 2019 4:42 PM
To: Sub Name Mail
Cc: Jarron Langston; Cara Duskey; Matt Munger
Subject: Athleta Subdivision in Kuna - new sub name requests

Hi Subnamemail,

I'd like to reserve the name Athleta Place Subdivision for a property located in Kuna at 2003 N. Ten Mile Road (2N, 1W, Section 15). The property is located in the northwest corner of Ten Mile Road and Crenshaw Street.

The parcel number is: S1315449223

The owner/developer is: Epic Development Idaho LLC

The surveyor is: Travis Foster, WHPacific

Let me know if you need additional information.

Thanks,

Jane





Justin Hubble
1214 North Tasavol Avenue
Kuna, Idaho 83634

March 6, 2017
Page 1 of 14
File 17072-A

Re: Geotechnical Recommendation Report
2003 North Ten Mile Road
Kuna, Idaho

Justin:

As per your authorization, on February 28, 2017, SITE Consulting, LLC, (SITE), personnel logged and sampled three test pits on the referenced property. The test pits were excavated in a vacant field at 2003 North Ten Mile in Kuna, Idaho. The property is north of West Crenshaw Street and west of North Ten Mile Road. A tax parcel number of S1315449223 was located for the property on the Ada County Assessor's website. The site indicates the property includes 4.11 acres and is in sections 15, T2N, R1E.

Subsurface conditions were similar in the three test pits. In general, the site surface is a shallow non-plastic sandy silt or silty sand. This layer contains a four to six inch rootzone and is typically 1.0 to 1.5 feet thick. Tan, dry to moist, cemented, silts are then present and extend to three to four feet below the surface. At this depth, a very rigid and structural hardpan was encountered. This layer could not be penetrated during our first field effort with a large rubber-tire Case backhoe. This layer caused a return trip with a large track mounted excavator. The excavator took, over an hour to penetrate the hardpan layer that is 1.5 to 2.0 feet thick in each of the test pit locations. Either silty sand or sandy silt was encountered below the hardpan layer. This layer extends to the basalt bedrock, which was encountered at 13.0 feet in the south and west test pits. The north test pit was extended to 15.0 feet, the maximum reach of the excavator, and bedrock was not encountered. The lowest foot of silt / sand layer directly above the bedrock was cemented in the south test pit. Groundwater was not encountered in any of the test pits.

received
6.14.19



Well logs for nearby properties to the northwest (McClure Lane), southwest (Deer Flat Road) and north (Ten Mile Road), that surround the subject property, were selected and are included in the appendix. These well logs indicate the groundwater is 75 to 96 feet below the surface. It is noted that that the bedrock was encountered in three of the four well logs and is reported to be approximately ten feet deep and is 42 to 60 feet thick.

The following recommendations are based upon the proposed construction, observed conditions, and reported laboratory test results.

- Stripping of organic material for building pads and pavements will require only minor excavation; 2-4" of grubbing can be anticipated to completely remove all organic materials. This is to be adjusted as needed in the field at the time of construction. Deeper removal depths should be anticipated near ditches and where large bushes and trees are present.
- The surface soil is either silty sand or sandy silt with non-plastic fines and therefore can be used as structural fill within building pads. The use of heavily cemented silts or fractured hardpan as structural fill is not allowed.
- After grubbing and clearing, the building pad and any area that will support future pavements, driveways, sidewalks, etc., should be proof-rolled to confirm stability prior to the placement of structural fill.
- It should be anticipated that surface soil will rut or deflect severely if wet and then loaded with rubber tire equipment. Wet or deflecting areas are to be over-excavated and repaired with structural fill at the time of construction.



- After demolition of the four-onsite building structures, it should be confirmed by inspection that all foundation concrete and slab on grade concrete has been removed.
- Any well or septic tank encountered are to be properly abandoned in accordance with the last IDWR and IDEQ requirements.
- Each lift of structural fill used to backfill excavations left after demolition or to elevate building pads or pavement areas is to be compacted to a minimum of 95% of the maximum dry density as determined by ASTM D698, "Standard Proctor".
- Inplace testing to confirm proper compaction is required. One test each lift, (minimum of three), for every 5000 square feet or three tests per building pad are recommended.
- The upper one foot of structural fill used to repair over excavations or to elevate the building pad, support slab on grade concrete, foundations, or other site concrete, and beneath future pavements should meet the "Sub Base" specifications of the ISPWC Specifications.
- A design bearing capacity of 2000 psf is appropriate for this site provided foundations bear on inspected and approved native soils or upon structural fill extending to approved native soils. It is anticipated that foundations will be constructed atop the cemented silt.
- Inspection after excavation of foundation trenches is to confirm removal of all organic materials and undocumented or non-structural fill. Proof rolling and / or compaction testing may be required at that time based upon observed conditions.



- Compacted native soil and structural fill must pass both testing and inspection requirements. Deflecting and / or excessively wet soils fail regardless of compaction test results.
- Unacceptable soils are to be removed to firm bearing or a maximum depth of 1.5' and replaced with structural fill. Over excavation of wet or soft areas must extend laterally outside foundations a distance equal to the depth of fill.
- Based upon anticipated traffic loads, it is recommended that driveway and entrance areas consist of the following section.

Structural Layer	Recommended Thickness
HMA	3.0"
Base Course	4.0"
Sub Base	10.0"

This section can be reduced to 2.5" / 4.0" /10.0" in parking areas that limit access by large trucks. HMA, base, and subbase used in pavement construction are to meet the materials quality and placement requirements of ISPWC.

- Based upon intended use, the following slab on grade floors sections are recommended for inside the building structures:

Structural Layer	Living Space	Carport / Garage Floors
PCC w/ fiber mesh	4.0"	5.0"
Base Course	4.0"	6.0"
Subgrade	Compacted	and Inspected

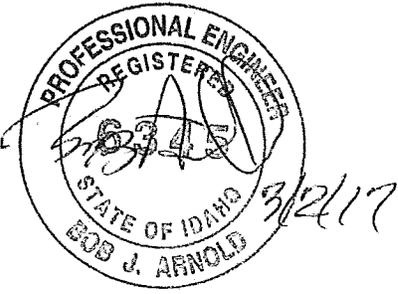
- Exterior flatwork, including sidewalks, patios, stoops, driveways, etc. are to be five inches thick and placed atop a minimum of four inches of granular fill. Organic material, excessively wet soils and any encountered clay soil are to be removed from beneath flatwork and replaced with at least 10" of granular fill.



- Stormwater disposal can best be accomplished with infiltration trenches or surface detention basins or swales. Either system must extend to below the structural hardpan layer or at least seven feet deep.
- Based upon our experiences and test results from the adjacent Crimson Point Development, SITE recommends a design percolation rate of P=3.0 inches / hour for facilities that extend to the native silty sands below the structural hardpan. This value may be improved by drilling and blasting the bedrock. If blasting occurs, it may allow for a design perc rate of P=8 in / hr. Percolation testing after blasting is recommended to confirm successful fracturing of the bedrock formation.
- Testing and inspection at the time of construction is critical to successful completion of this and all construction projects. Recommendations herein for specific testing and inspection are intended to insure acceptable completion of this project.

We appreciate this opportunity to be of service. When appropriate, we would like to discuss continuing our role as geotechnical consultant during construction. Please contact our office if additional information or services are required.

Respectfully submitted,
 Bob J. Arnold, PE
 SITE Consulting, LLC

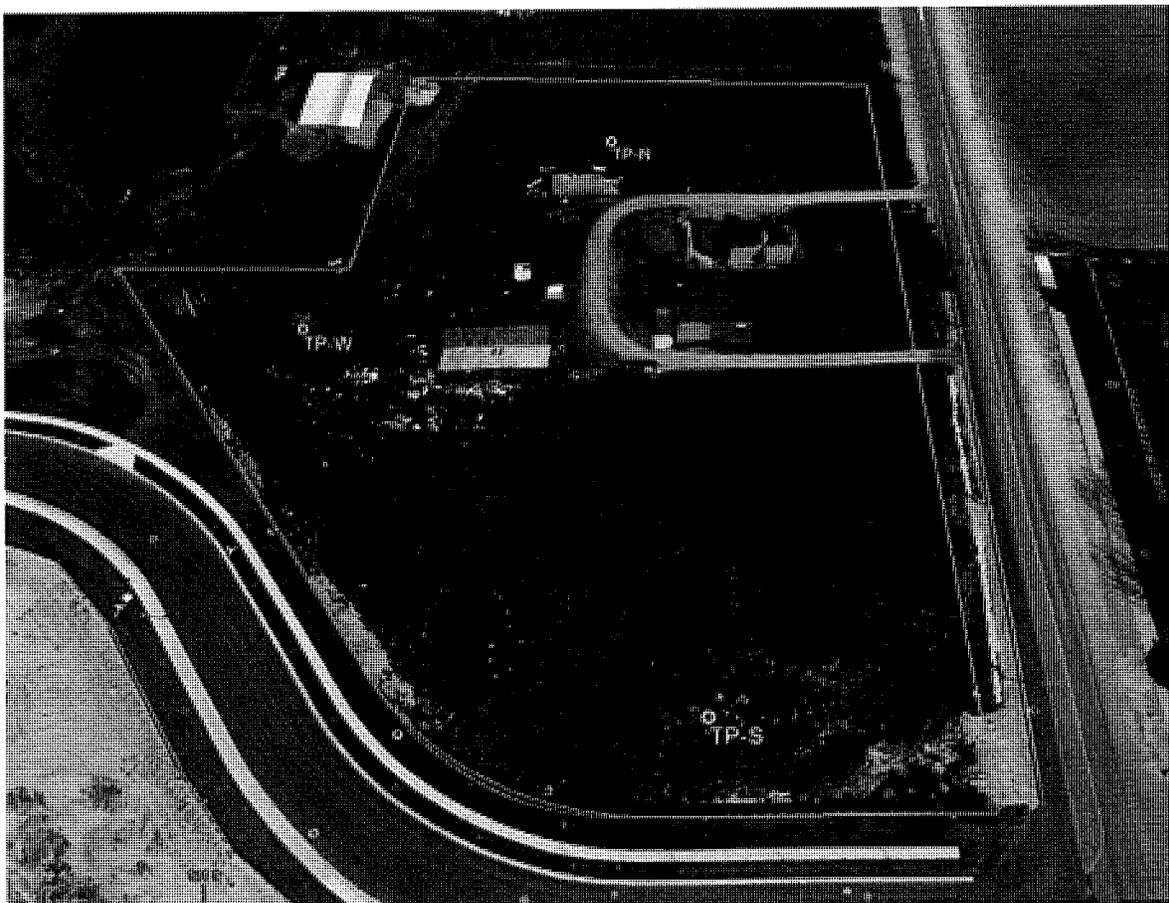




APPENDIX FOLLOWS



AERIAL PHOTO



(Google Earth)
Test Pit Locations



TEST PIT LOG

Test Pit #:	TP-S (South)		File:	1772-A								
Client:	Justin Hubble		Date Excavated:	02/28/17								
Project:	2003 North Ten Mile Road - Kuna, Idaho		Digger:	BigBite Excavation								
Location:	South End		Logged By:	K. Arnold / SITE								
DEPTH	SOILS DESCRIPTION											
	1.0"	3/4"	1/2"	3/8"	#4	#10	#40	#100	#200	%M	LL	PI
0.0-2.5	Light Brown to Tan, Moist, Sand/ SILT - Topsoil with rootzone to 4-6"											
2.5-4.0	Tan, Moist, Cemented, SILT											
4.0-6.0	HARDPAN - Very Hard, Big Excavator Required											
6.0-12.0	Brown, Moist, Silty, SAND											
11.0			100	99	98	97	93	70	31.0	17.6	NP	NP
12.0-13.0	Brown, Moist, Cemented, Silty, SAND											
12.0						100	54	36	26.5	23.0	NP	NP
13.0	BEDROCK, Basalt Bedrock Formation No Groundwater Encountered											



TEST PIT LOG

Test Pit #:	TP-W (West)		File:	1772-A									
Client:	Justin Hubble		Date Excavated:	02/28/17									
Project:	2003 North Ten Mile Road - Kuna, Idaho		Digger:	BigBite Excavation									
Location:	West Side		Logged By:	K. Arnold / SITE									
DEPTH	SOILS DESCRIPTION												
	1.0"	3/4"	1/2"	3/8"	#4	#10	#40	#100	#200	%M	LL	PI	
0.0-1.5	Brown, Moist to Wet, Sandy, SILT with rootzone to 4-6"												
1.5-3.0	Tan, Moist, Cemented, SILT												
3.0-4.5	HARDPAN - Very Hard, Big Excavator Required												
4.5-11.0	Brown, White & Tan, Silty, SAND												
10.0						100	51	37	26.3	24.7	NP	NP	
11.0-13.0	White & Yellow, Dry, Moist, Coarse, SAND with silt												
12.0						100	97	45	15	15.3	12.7	NP	NP
13.0	Bottom of Excavation End of Excavation Due to Sloughing Soils												



TEST PIT LOG

Test Pit #:	TP-N (North)		File:	1772-A									
Client:	Justin Hubble		Date Excavated:	02/28/17									
Project:	2003 North Ten Mile Road - Kuna, Idaho		Digger:	BigBite Excavation									
Location:	North End		Logged By:	K. Arnold / SITE									
DEPTH	SOILS DESCRIPTION												
	1.0"	3/4"	1/2"	3/8"	#4	#10	#40	#100	#200	%M	LL	PI	
0.0-1.0	Brown, Moist to Wet, Sandy, SILT with rootzone to 4-6"												
1.0-3.0	Tan, Moist, Cemented, SILT												
3.0-4.5	HARDPAN - Very Hard, Big Excavator Required												
4.5-10.0	Brown, White & Tan, Sandy, SILT (ML)												
9.0						100	97	91	75.9	24.4	NP	NP	
10.0-12.0	Brown, White, & Tan, Moist, Silty, SAND												
11.0						100	98	65	37	20.2	15.6	NP	NP
12.0-15.0	Brown, Moist, Sandy, SILT with Cemented Pieces												
14.0						100	99	66	42	25.5	21.0	NP	NP
15.0	Bottom of Hole No Groundwater or Bedrock Encountered												



SOIL LOG LEGEND

UNIFIED SOIL CLASSIFICATION SYSTEM

(ASTM STANDARD TEST METHOD D 2487 FOR CLASSIFICATION OF SOIL FOR ENGINEERING PURPOSES)

DIVISIONS				TYPICAL DESCRIPTIONS
COARSE GRAINED SOILS < 50% - #200	GRAVEL & GRAVELLY SOILS <50% - #4	< 5% - #200	GW	Well-graded gravel, gravel-sand mixture, little or no fines.
			GP	Poorly-graded gravel, gravel sand mixture, little or no fines
		5-12% - #200	GM	Silty gravel, gravel-sand-silt mixtures
			> 12% - #200	GC
	SAND & SANDY SOILS ≥ 50% - # 4	< 5% - #200	SW	Well-graded sand, gravelly sand, little or no fines.
			SP	Poorly-graded sand, gravelly sand, little or no fines
		>12% - #200	SM	Silty sand, sand-silt mixtures
			SC	Clayey sand, sand-clay mixtures
FINE GRAINED SOILS ≥ 50% - #200	SILTS AND CLAYS LL < 50%	INORGANIC	ML	Inorganic silt and very fine sand, rock flour, silty or clayey fine sand or clayey silt with slight plasticity
			CL	Lean clay-low to medium plasticity, gravelly clay, sandy clay, silty clay
		ORGANIC	OL	Organic silt and organic silty clay of low plasticity
			MH	Elastic silt, micaceous or diatomaceous fine sand or silty soil.
	SILTS AND CLAYS LL ≥ 50%	INORGANIC	CH	Fat clay - high plasticity
			OH	Organic clay-med. or high plasticity: organic silt
		ORGANIC	PT	Peat, humus, swamp soil with high organic content

ABBREVIATIONS AND ACRONYMS

AASHTO	American Association of State Highway & Transportation Officials
ACP	Asphaltic Concrete Pavement
ASTM	American Society for Testing and Materials
BH	Bore Hole
IBC	International Building Code
ISPWC	Idaho Standard for Public Works Construction
ITD	Idaho Transportation Department
NP	Non Plastic
PCC	Portland Cement Concrete
PCF	Pounds per Cubic Foot
PSF	Pounds per Square Foot
TP	Test Pit
USCS	Unified Soil Classification System



WELL LOGS (4)

RECEIVED

Form 238-7
6/90

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WELL DRILLER'S REPORT

USE TYPEWRITER OR BALLPOINT PEN

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

RECEIVED

AUG 17 1993
AUG 23 1993

Department of Water Resources

1. WELL OWNER

Name Leo McClure
Address 871 N. Ten Mile Kuna Id 83634
Drilling Permit No. 63-93-C-0659-001
Water Right Permit No. _____

7. WATER LEVEL

Static water level 84' feet below land surface.
Flowing? Yes No G.P.M. flow _____
Artesian closed-in pressure _____ p.s.i.
Controlled by: Valve Cap Plug
Temperature 65 OF. Quality Good
Describe artesian or temperature zones below

2. NATURE OF WORK

New well Deepened Replacement
 Well diameter increase
 Abandoned (describe abandonment procedures such as materials, plug depths, etc. in lithologic log)

8. WELL TEST DATA

Pump Bailor Air Other _____

Discharge G.P.M.	Pumping Level	Hours Pumped
20	85'	3

3. PROPOSED USE

Domestic Irrigation Test Municipal
 Industrial Stock Waste Disposal or Injection
 Other _____ (specify type)

9. LITHOLOGIC LOG 70533

Bore Diam.	Depth		Material	Water Yes/No
	From	To		
4	88	90	Course gravel	X
4	90	92	Fine Gravel	X
4	92	97	Yellow Silt	X
4	97	113	Good Quality Yellow Clay	X
4	111	113	Sandy Yellow Clay	X
4	113	114	Sand	X

4. METHOD DRILLED

Rotary Air Hydraulic Reverse rotary
 Cable Dug Other _____

5. WELL CONSTRUCTION

Casing schedule: Steel Concrete Other _____

Thickness	Diameter	From	To
.250	Inches 6	Inches 1	feet 87
.250	Inches 4	Inches 3	feet 99

Was casing drive shoes used? Yes No
Was a packer or seal used? Yes No
Perforated? Yes No
How perforated? Factory Knife Torch Gun
Size of perforation _____ inches by _____ inches

Number	From	To
_____	_____ feet	_____ feet
_____	_____ feet	_____ feet
_____	_____ feet	_____ feet

Well screen installed? Yes No
Manufacturer's name _____
Type _____ Model No. _____
Diameter _____ Slot size _____ Set from _____ feet to _____ feet
Diameter _____ Slot size _____ Set from _____ feet to _____ feet
Gravel packed? Yes No Size of gravel _____
Placed from _____ feet to _____ feet
Surface seal depth 87 Material used in seal: Cement grout
 Bentonite Puddling clay _____
Sealing procedure used: Slurry pit Temp. surface casing
 Overbore to seal depth _____
Method of joining casing: Threaded Welded Solvent
 Weld
 Cemented between strata
Describe access port plug in well seal cap

6. LOCATION OF WELL

Sketch map location must agree with written location.

N		E
W	X	E
S		E

Subdivision Name _____
Lot No. _____ Block No. _____
County Ada 2000 DEER FLAT ROAD
SE 1/4 SE 1/4 Sec. 15, T. 02 N 30 S R. 01 E 1/4

11. DRILLERS CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name Johnston Drilling Firm No. 92
Address 3795-C S. Blvd Meridian Date 7-18-93
Signed by (Firm Official) Steve D. Johnston
and
(Operator) Russell Johnston

USE ADDITIONAL SHEETS IF NECESSARY - FORWARD THE WHITE COPY TO THE DEPARTMENT



Form 238-7
6/93

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

Use Typewriter
or
Ball Point Pen

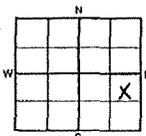
092675

1. DRILLING PERMIT NO. 63-94-W-0075-000
Other IDWR No. _____

2. OWNER: KATHY SMITH
Name _____
Address 6010 OVERLAND RD
City BOISE State ID Zip 83709

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.



T. 2 North or South
R. 1 East or West
Sec. 15 1/4 NE 1/4 SE 1/4
Gov't Lot _____ County Ada

Address of Well Site 2173 S. Ten Mile, KUNA

Lot No. 2 Block No. 1 Subd. Name McClure

4. PROPOSED USE:
 Domestic Municipal Monitor Irrigation
 Thermal Injection Other _____

5. TYPE OF WORK
 New Well Modify or Repair Replacement Abandonment

6. DRILL METHOD
 Mud Rotary Air Rotary Cable Other _____

7. SEALING PROCEDURES

SEAL/FILTER PACK		AMOUNT		METHOD
Material	From To	Sacks or Pounds		
<u>BENTONITE (GRANULAR)</u>	<u>0</u> <u>30</u>	<u>100</u>	<u>Drill & Drive</u>	

Was drive shoe seal tested? Y N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Casing	Liner	Steel	Plastic	Welded	Threaded
<u>6"</u>	<u>12</u>	<u>205</u>	<u>25</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Final location of shoes 205
Top Packer or Headpipe 193 Bottom Tailpipe 207

9. PERFORATIONS/SCREENS
 Perforations Method _____
 Screens Type Houston Material Stawkes

From	To	Slot Size	Number	Diameter	Tel./Pipe Size	Casing	Liner
<u>207</u>	<u>212</u>	<u>.020</u>		<u>5"</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

10. WELL TESTS:

Yield gal./min.	Drawdown	Pumping Depth	Time
<u>75</u>			<u>14 hr</u>

Temperature of water 58 Was a water analysis done? Yes No
By whom? ADAMSON
Water Quality (odor, etc.) low - 2; GWS - 11; PH 8
Bottom Hole Temperature _____

11. STATIC WATER LEVEL:
78 ft. below surface Depth artesian flow found _____
Artesian pressure _____ lb. Describe access port _____
Describe Controlling Devices: _____

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	GPM	SWL
<u>6"</u>	<u>1</u>	<u>6</u>	<u>Top Soil</u>		
	<u>6</u>	<u>54</u>	<u>Black Lava Rock</u>		
	<u>54</u>	<u>60</u>	<u>Brown Clay</u>		
	<u>60</u>	<u>62</u>	<u>Brown Clay</u>		
	<u>62</u>	<u>95</u>	<u>Gravel</u> some X		
	<u>95</u>	<u>100</u>	<u>Dry SAND</u>		
	<u>100</u>	<u>102</u>	<u>Tan Clay</u>		
	<u>102</u>	<u>107</u>	<u>Sandy Clay</u>		
	<u>107</u>	<u>118</u>	<u>Clay</u>		
	<u>118</u>	<u>155</u>	<u>SAND</u>		
	<u>155</u>	<u>157</u>	<u>Clay</u>		
	<u>157</u>	<u>158</u>	<u>SAND</u>		
	<u>158</u>	<u>159</u>	<u>Clay</u>		
	<u>159</u>	<u>186</u>	<u>Yellowish Sandy Clay</u>		
	<u>186</u>	<u>192</u>	<u>Clay</u>		
	<u>192</u>	<u>195</u>	<u>Mostly SAND</u> X		
	<u>195</u>	<u>197</u>	<u>Clay</u>		
	<u>197</u>	<u>201</u>	<u>SAND</u> r. little X		
	<u>201</u>	<u>207</u>	<u>Clay</u>		
	<u>207</u>	<u>212</u>	<u>SAND</u> X		

RECEIVED RECEIVED
MAR 11 1994 MAR 09 1994 FEB 08 1995
Department of Water Resources
WATER RESOURCES
WESTERN REGION
Date: Started 2/15/94 Completed 2/12/94

13. DRILLER'S CERTIFICATION
I/We certify that all minimum well construction standards were complied with at the time the rig was removed.
Firm Name ADAMSON PUMP & DRILL Firm No. 457
Firm Official Dave Adamson Date 2/2/94
and
Supervisor or Operator Dave Adamson Date 2/2/94
(Sign once if Firm Official & Operator)

FORWARD WHITE COPY TO WATER RESOURCES



Form 239-7
4/92

C

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

USE TYPEWRITER OR
BALLPOINT PEN

State law requires that this report be filed with the Director, Department of Water Resources
within 30 days after the completion or abandonment of the well.

1. WELL OWNER
Name Phil Schroeder
Address 7635 McMullen Boise ID 83709
Drilling Permit No. 63-93-W-0882-000
Water Right Permit No. _____

2. NATURE OF WORK
 New well Deepened Replacement
 Well diameter increase Modification
 Abandoned (describe abandonment or modification procedures such as liners, screen, materials, plug depths, etc. in lithologic log, section 9.)

3. PROPOSED USE
 Domestic Irrigation Monitor
 Industrial Stock Waste Disposal or Injection
 Other _____ (specify type)

4. METHOD DRILLED
 Rotary Air Auger Reverse rotary
 Cable Mud Other _____
(backhoe, hydraulic, etc.)

5. WELL CONSTRUCTION
Casing schedule: Steel Concrete Other _____
Thickness _____ Diameter _____ From _____ feet to _____ feet
250 inches 6 inches + 3 feet 157 feet
250 inches 5 inches 154 feet 159 feet
_____ inches _____ inches _____ feet _____ feet
Was casing drive shoe used? Yes No
Was a packer or seal used? Yes No
Perforated? Yes No
How perforated? Factory Knife Torch Gun
Size of perforation? _____ inches by _____ inches
Number _____ From _____ feet to _____ feet
_____ perforations _____ feet _____ feet
_____ perforations _____ feet _____ feet
_____ perforations _____ feet _____ feet
Well screen installed? Yes No
Manufacturer Johnson type stainless
Top Packer or Headpipe 154
Bottom of Tailpipe 164
Diameter 5 Slot size 20 Set from 159 feet to 164 feet
Diameter _____ Slot size _____ Set from _____ feet to _____ feet
Gravel packed? Yes No Size of gravel _____
Placed from _____ feet to _____ feet
Surface seal depth 70 Material used in seal: Cement grout
 Bentonite Pudding clay _____
Sealing procedure used: Slurry pit
 Temp. surface casing Overbore to seal depth
Method of joining casing: Threaded Welded
 Solvent Weld Cemented between strata
Describe access port alum. well seal

6. LOCATION OF WELL
Sketch map location must agree with written location.
Subdivision Name _____
McClure
Lot No. 7 Block No. 1
County Ada
Address of Well Site 2360 N McClure
(give at least name of road)
N/W 1/4 N/W 1/4 Sec. 15 R. 1 E or W

7. WATER LEVEL
Static water level 80 feet below land surface.
Flowing? Yes No G.P.M. flow _____
Artesian closed-in pressure _____ p.s.i.
Controlled by: Valve Cap Plug
Temperature _____ °F. Quality _____
Describe artesian or temperature zones below.

8. WELL TEST DATA
 Pump Baller Air Other _____
Discharge G.P.M. _____ Pumping Level _____ Hours Pumped _____
30 85 4

9. LITHOLOGIC LOG 70534
Bore Diam. Depth From To Material Water Yes No
8 0 1 topsoil X
1 1 2 hardpan X
2 2 9 broken basalt & hardpan X
9 9 60 basalt X
60 60 66 broken basalt & hardpan X
66 66 72 brown clay, sandy X
6 72 94 gravel & sand X
94 94 95 brown clay X
95 95 117 brown sand, fine & dirty X
117 117 119 brown clay X
119 119 124 brown sand X
124 124 144 brown clay X
144 144 156 brown sand, very fine X
156 156 159 brown clay X
159 159 164 brown sand & 1" gravel X

10.
Work started 8/31/93 finished 9/10/93

11. DRILLER'S CERTIFICATION
I/We certify that all minimum well construction standards were complied with at the time the rig was removed.
Firm Name Stevens & Sons Firm No. 353
Address 3709 Hawthorne Dr Date 9/20/93
Signed by Drilling Supervisor [Signature]
and
(Operator) Cline Barry
(if different than the Drilling Supervisor)

USE ADDITIONAL SHEETS IF NECESSARY - FORWARD THE WHITE COPY TO THE DEPARTMENT



Form 2387
6/92

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

USE TYPEWRITER OR
BALLPOINT PEN

State law requires that this report be filed with the Director, Department of Water Resources
within 30 days after the completion or abandonment of the well. AUG 25 1992

1. WELL OWNER
Name BOCK, JAMES
Address TEN MILE & ARDELL
RUNA, ID 83634
Drilling Permit No. 63-92-C-059-0772
Water Right Permit No. _____

2. NATURE OF WORK
 New well Deepened Replacement
 Well diameter increase Modification
 Abandoned (describe abandonment or modification procedures such as liners, screen, materials, plug depths, etc. in lithologic log, section 9.)

3. PROPOSED USE
 Domestic Irrigation Monitor
 Industrial Stock Waste Disposal or Injection
 Other _____ (specify type)

4. METHOD DRILLED
 Rotary Air Auger Reverse rotary
 Cable Mud Other _____ (backhoe, hydraulic, etc.)

5. WELL CONSTRUCTION
Casing schedule: Steel Concrete Other _____
Thickness _____ Diameter 6 inches From 1 feet To 288 feet
_____ inches _____ inches _____ feet _____ feet
_____ inches _____ inches _____ feet _____ feet
Was casing drive shoe used? Yes No
Was a packer or seal used? Yes No
Perforated? Yes No
How perforated? Factory Knife Torch Gun
Size of perforation? _____ inches by _____ inches
Number _____ From _____ To _____
_____ perforations _____ feet _____ feet
_____ perforations _____ feet _____ feet
_____ perforations _____ feet _____ feet
Well screen installed? Yes No
Manufacturer _____ Type _____
Top Packer or Headpipe _____
Bottom of Tailpipe _____
Diameter _____ Slot size _____ Set from _____ feet to _____ feet
Diameter _____ Slot size _____ Set from _____ feet to _____ feet
Gravel packed? Yes No Size of gravel _____
Placed from _____ feet to _____ feet
Surface seal depth 66 Material used in seal: Cement grout
 Bentonite Pudding clay _____
Sealing procedure used: Slurry pit
 Temp. surface casing Overbore to seal depth
Method of joining casing: Threaded Welded
 Solvent Weld Cemented between strata

Describe access port SANITARY WELL CAP

6. LOCATION OF WELL
Sketch map location must agree with written location.
Subdivision Name NOCLURE
Lot No. 4 Block No. 1
County ADA
Address of Well Site _____
(give at least name of road)
SE 1/4 SE 1/4 Sec. 15, R. 1, T. 2 N 2 or S 0

7. WATER LEVEL
Department of Water Resources
Static water level 96 feet below land surface
Flowing? Yes No G.P.M. flow _____
Artesian closed-in pressure _____ p.s.i.
Controlled by: Valve Cap Plug
Temperature _____ °F. Quality _____
Describe artesian or temperature cones below.

B. WELL TEST DATA
 Pump Bailor AX Other _____

Discharge G.P.M.	Pumping Level	Hours Pumped
100	288	2

9. LITHOLOGIC LOG
84970

Bore Diam.	Depth		Material	Water	
	From	To		Yes	No
9"	0	6	TOP SOIL	NO	
9"	6	12	SAND	NO	
9"	12	42	LAVA ROCK/CRACKS	NO	
9"	42	49	CINDERS	NO	
9"	49	66	LAVA ROCK	NO	
6"	66	102	SAND & GRAVEL	NO	
6"	102	129	SAND	YES	
6"	129	143	CLAY	NO	
6"	143	161	SAND	YES	
6"	161	165	CLAY	NO	
6"	165	252	HEAVY SAND/CLAY STR	YES	
6"	252	271	SAND	YES	
6"	271	290	CLAY	NO	
6"	290	293	SAND	YES	

10.
Work started 6/1/92 finished 6/3/92

11. DRILLER'S CERTIFICATION
I/We certify that all minimum well construction standards were complied with at the time the rig was removed.
Firm Name Can-Ada Well Drilling Firm No. 304
Address 4250 Murphy Road Runa, Idaho 8/19/92
Signed by Drilling Supervisor Carl Skinner
and Daniel D. Doherty
(Operator) (if different than the Drilling Supervisor)

USE ADDITIONAL SHEETS IF NECESSARY - FORWARD THE WHITE COPY TO THE DEPARTMENT

Nothing Follows

Dear planning and zoning department

Hi I live right across from the proposed development. I'm a lifelong resident of Kuna so I have a few concerns. The first issue I have is there planned 63 lots in the 4.11 acres and that is not including roads or easements. Not only do I feel it is going to hurt property values around that area but also increase property taxes for home owners because of the schools and fire districts that are already complaining about not having enough resources. Unless the developer is going to pay for these impact fees to cover the school bonds and fire levies. The second issue I have is by looking at how small the properties are going to be is it a low income community that I feel crime rate will be going up as well and as a community we already deal with people breaking into cars. Then third would be the children in this town don't have enough to do from what the rest of the community is saying. The fourth is we don't need more small area developments we already have enough going up in this small community. The fifth would be the increased traffic for that area which is terrible already and you would be adding roughly 125 cars for that small of an area.

Thanks Jimmy

James Elmquist
1775 N Klemmer Ave
Kuna, Idaho
83634

received
10.9.19

Dear City of Kuna Planning and Zoning Division

This is James Elmquist and I live on N Klemmer in the Palomar subdivision. I have lived in Kuna my entire life. I am writing you again about the proposed subdivision on the corner of Ten Mile Road and Crenshaw Street, I still have concerns just like I explained in the last letter I submitted.

1. How many lots they want to put on that 4.11 acres that would be less than .07 on an acre per lot and that is not even including roads threw the subdivision witch I feel will hurt the property values in that area.
2. How many people it's going to bring in even though are schools and emergency agencies are saying are stretched too thin. So most likely they are the going to need more money to operate so property taxes are going to go up to acuminate the growth.
3. Traffic in that area is already terrible, then add roughly an additional 200 cars to what is already there more accidents are going to happen.
4. With more people in that area I feel crime rate in that area will go up also.
5. With more homes more kids and from what the community is already complaining about not enough for kids to do already.

So, that being said is the developer of the Athleta Subdivision going to be charged for the extra cost that the subdivision is going to bring to the city and community in the future. Or is it going to be, we have are money, sucks to be you. I know growth is good but the city and community should not have to pay for it.

Thank you,
Sincerely

James Elmquist

Kuna Planning & Zoning



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634

BOBBY WITHROW
PARKS DIRECTOR

Telephone (208) 639-5346
Email: BWithrow@kunaid.gov

MEMORANDUM

To: Mayor, City Council

From: Bobby Withrow

Subject: Contingency Request

Mayor and City Council,

As the City grows we are receiving requests for additional recreation opportunities for the community. One of the big ones is pickle ball. Pickle ball is a racket sport that is played on a hard court surface, like a tennis courts, and is playable for all age groups. To put it into perspective, pickle ball is in between tennis and ping pong. After conversations with the School District, they will be putting pickle ball lines on some of the tennis courts at the middle school that are being renovated. This could be a good project for the City to partner with the School District on for the benefit of the community.

A little background about this project. The School District came to the City for help with a grant for improvements for the courts at the middle school. During conversations, I brought up the possibility of putting pickle ball lines on the tennis court and that the community has been asking when pickle ball courts and league might come to Kuna. After looking at the time line of the grant process, the School District decided to not pursue the grant but fund the court rehabilitation themselves. The School District was still open to putting the pickle ball lines on the tennis courts and letting the City use the courts for a recreation league play. The recreation play would bring more people to the courts so a few upgrades would be needed, like handicapped parking and an ADA drinking fountain. The attachment shows two handicapped parking spaces and the placement of the drinking fountain.

I'm coming before you to request \$30,000.00 from contingency for a joint project with the School District which would include a drinking fountain and handicap parking. The request came up after the budget was set and that's why it was not in my budget requests.

Thank You,

Bobby Withrow
Parks Director



**RESOLUTION NO. R78-2019
CITY OF KUNA, IDAHO**

**2020 IRRIGATION ASSESSMENT RESOLUTION
KUNA MUNICIPAL IRRIGATION SYSTEM ASSESSMENTS AND FEES**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO SETTING FORTH FEES, ASSESSMENTS AND POLICIES FOR THE KUNA MUNICIPAL IRRIGATION SYSTEM FOR THE 2020 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ASSESSMENT BOOK FOR THE 2020 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ESTIMATE OF EXPENSES FOR THE 2020 IRRIGATION SEASON; SETTING THE TIME AND PLACE FOR THE MEETING OF THE BOARD OF CORRECTION FOR 2020 ASSESSMENTS; SETTING FEES FOR CONNECTING TO SAID IRRIGATION SYSTEM; SETTING UNIFORM METHOD OF ALLOCATING ASSESSMENTS FOR THE 2020 IRRIGATION SEASON; ESTABLISHING BILLING POLICIES; SETTING CUSTOMER SERVICE CHARGES; SETTING SYSTEM POLICIES; REPEALING EXISTING FEES AND POLICIES AS PREVIOUSLY SET BY RESOLUTION, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna, Idaho has established a Municipal Irrigation System, with all the powers and authorities necessary to operate, maintain, replace and/or extend said System; and

WHEREAS, Section 7-8-5 of the Kuna City Code authorizes the City of Kuna, Idaho to charge hook-up fees set forth in a rate schedule adopted by the City Council as a condition for connection to the Municipal Irrigation System; and

WHEREAS, Section 7-8-12 of the Kuna City Code authorizes the City to charge fines and costs for unauthorized connection to the Municipal Irrigation System; and

WHEREAS, Section 7-8-7 of the Kuna City Code authorizes the City Council to establish annual irrigation assessments pursuant to Idaho law.

I. ASSESSMENT ROLL

NOW THEREFORE BE IT RESOLVED, that pursuant to Idaho Code 50-1807, an assessment book for the Kuna Municipal Irrigation System was filed in the office of City Clerk on October 15, 2019, and by this action, Mayor and Council of said City duly receive, make corrections and accept the same.

II. ESTIMATE OF EXPENSES

BE IT FURTHER RESOLVED the estimated expenses or the necessary funds for the expenses of maintaining, operating, improving, extending and enlarging said City's irrigation system for the 2020 irrigation season, and which shall be allocated in proportion to the benefits received to the properties in said assessment book, are as follows:

Estimated Power Costs	\$135,000
BK Irrigation Water Rental (1951.03 Ac)	\$108,000
NY Irrigation Water Rental (463.74 Ac)	\$25,000
NM Irrigation Water Rental (26.09 Ac)	\$1,250
Wages and Benefits	\$223,933
Other Operational Costs	\$138,884
Equipment Costs	\$73,275
System Improvements	\$52,250
Interest and Retirement of Debt	\$0
Unpaid and Delinquent Assessments	\$ 3,700
Adjustments by Council	\$ 2,000
Potable Water Cost (8 MG)	\$ 1,700
Redemptions - Credit	(\$ 3,400)
Connections After Assessment – Credit	(\$ 4,000)
TOTAL ESTIMATED EXPENSES	\$757,592

By this action, Mayor and Council duly receive and accept the same.

III. BOARD OF CORRECTION

BE IT FURTHER RESOLVED the Board of Correction to hear protests to aforesaid assessments, and as deemed appropriate, to correct the same, shall meet March 17, 2020 at 5:30 P.M. at the Kuna City Hall, 751 W. 4th Street, Kuna, Idaho 83634, and continue as long thereafter as may be necessary to conduct the business of the Board. The Board of Correction shall receive protests as to issues of fact in setting assessments, shall correct assessments to conform to the facts and shall conclude the process by confirming the corrected assessment roll. A protestant unable to attend the meeting of the Board may submit a protest in writing any time up to 3:00 P.M. March 12, 2020.

IV. IRRIGATION CONNECTION FEES

BE IT FURTHER RESOLVED, that the charge(s) for connecting to the City Irrigation System shall be determined as follows:

A) Irrigation Main Fees: Each residential property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum six hundred twenty dollars (\$620.00) for each lot or parcel up to ten thousand (10,000) square feet in total area plus eighty and nine tenths cents (\$0.089) per square foot for area exceeding ten thousand (10,000) square feet.

Each commercial property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum six hundred and twenty dollars (\$620.00) for each lot or parcel up to seven thousand (7,000) square feet in total landscaped area plus eight and nine tenths cents (\$0.089) per square foot for landscaped area exceeding seven thousand square feet.

B) Irrigation Supply Fees: Each residential property to be connected to a System pressurized irrigation pump station shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation pump stations to serve the property. The amount of said fee shall be a minimum nine hundred dollars (\$900.00) for each lot or parcel up to ten thousand (10,000) square feet in total area plus twelve and nine tenths cents (\$0.129) per square foot for area exceeding ten thousand (10,000) square feet.

Each commercial property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation pump stations to serve the property. The amount of said fee shall be a minimum nine hundred dollars (\$900.00) for each lot or parcel up to seven thousand (7,000) square feet in total landscaped area plus twelve and nine tenths cents (\$0.129) per square foot for landscaped area exceeding seven thousand (7,000) square feet.

C) **Irrigation Service Fees:** Each irrigation service provided at the expense of the City shall be assessed charges for completing services and connections in accordance with the following schedule:

1"	Service	\$ 223/ea
1 1/2"	Service	\$ 279/ea
2"	Service	\$ 334/ea
3" & larger	Service	Time & Material
1/2 Street Asphalt Patch		See Resolution R70-2016
Full Street Asphalt Patch		See Resolution R70-2016

D) **Previous Connections:** In instances where an improvement on a property has previously been connected to the pressurized irrigation system and complied with the connection fee(s) in force at the time of connection, the above fees do not apply. If, however, the connection involves an increase in demand on the system, then the connection is subject to these fees for the amount of the increase only.

E) **Conversion to Pressure Irrigation:** In instances where a parcel was annexed into the corporate limits of the City of Kuna prior to January 1, 1998, was not annexed and connected into the pressurized system of the Kuna Municipal Irrigation System, and subsequently desires to connect to the pressurized system, the applicable connection fees are fifty percent (50%) of the full amount chargeable per paragraphs A through C above. After January 1, 2021, the connection fees shall return to the full amount chargeable per paragraphs A through C above.

F) **Conversion from Gravity Irrigation:** It is hereby declared to be the policy of the City of Kuna that it is in the general public’s interest to convert from gravity irrigation to pressure irrigation where pressure irrigation service is available and that said conversion is mandatory in the following circumstances:

1. The number of properties served by a delivery ditch, and using the same, falls below a number which can be efficiently served. It shall be presumed that every delivery ditch requires five (5) miner’s inches of lost carrying water to operate and that each property is entitled to one (1) miner’s inch of delivered water. A delivery ditch shall be considered “not efficient” if the carrying water equals or exceeds the delivered water.
2. The delivery ditch has a history of two (2) or more instances of unintended flooding

of nearby properties.

3. Drainage facilities are missing or inadequate to protect the gravity served properties.

In instances where mandatory conversion is ordered by the City, the fifty percent (50%) reduction in connection fees and amortization shall be applied as outlined in Paragraph IV.E above and IV.I below.

G) Capital Improvements Fund: All funds collected from connection fees (Irrigation Main, Irrigation Supply) may be used only for initial construction, late-comer reimbursements according to adopted policies or replacement of Irrigation System Facilities.

H) Potable Water Irrigation (Special Cases): Properties which have constructed pressure irrigation facilities, which are intended to be connected in the future to the City’s pressurized irrigation system, but which have not yet completed the connection, and which currently receive their irrigation supply from the potable system, shall be billed as a potable water account and assessed an assessment expense and a base assessment but not assessed as an operations assessment. At such time as the connection to the pressurized irrigation system is completed, the property shall be converted to an assessed irrigation account.

I) Financing Arrangements: Property owners desiring to connect under terms of Paragraph IV.E and IV.F are permitted to execute a note for the applicable connection fees up to the full amount for said fees amortized over twelve (12) years at four percent (4%) interest and payable monthly on the utility bill. The Mayor is authorized to execute the note on behalf of the City and revenues (with interest collected) are to be credited to the same accounts to which the fees would have been credited if not amortized. Only connection fees are approved for amortization.

J) Alternate Day Sprinkling: Irrigation from the Kuna municipal pressurized irrigation system may be scheduled to occur on alternate days by order of the City or its agent. If an order is instituted, homes with a street address ending with an odd number shall irrigate on odd numbered days and homes with a street address ending with an even number shall irrigate on even numbered days.

K) Wanton Wasting: Wanton wasting of irrigation water or use of irrigation water in a manner to cause damage or nuisance to adjoining properties is prohibited. The City or its agent may disconnect any service which wastes, causes damage to adjacent property or creates a nuisance through its use of irrigation water from the city system.

V. IRRIGATION ASSESSMENTS

BE IT FURTHER RESOLVED the City hereby establishes a uniform method of allocating assessments, determined as follows:

A. Pressurized Irrigation Service: Each parcel or lot receiving pressurized irrigation service shall receive an annual assessment, consisting of the sum of three (3) components, ASSESSMENT EXPENSE, BASE ASSESSMENT, and OPERATIONS ASSESSMENT. Each component is computed as defined below:

1. Assessment Expense: All accounts shall be assessed four dollars (\$4.00) per account to defray the cost of preparing, mailing and collecting the assessment.

2. Base Assessment: Each parcel or lot shall be assessed at the rate of fifty-three dollars and twenty-five cents (\$53.25) per acre, but with a minimum assessment per account of forty-one dollars and fifty cents (\$41.50). This component of the total assessment is largely to defray the cost of water rental charged by the underlying irrigation districts, with any amounts remaining to contribute to capital replacement and maintenance costs.

3. Operations Assessment: Any properties with pressure irrigation service shall be assessed annually fifty-six dollars and no cents (\$56.00) per account for a property up to ten thousand (10,000) square feet in total area. The added assessment for accounts larger than ten thousand (10,000) square feet shall be two dollars and no cents (\$2.00) per thousand (1,000) square feet for the portion of the property exceeding ten thousand (10,000) square feet in area.

4. Capital Reimbursement Assessment: Any property with pressure irrigation service, which has not paid connection fees as a precedent condition for connection, shall pay annually a capital reimbursement fee of 2 percent (2%) for 2018, 3 percent (3%) for 2019 and 4 percent (4%) for the 2020 irrigation season and thereafter, of the amount of the connection fees. This assessment is particularly applicable to landscaped common lots and is in addition to the annual Assessment Expense, Base Assessment and Operations Assessment. Forty-one percent (41%) of the monies collected shall be credited to the account designated for Pressure Irrigation Trunk Line Fees and fifty-nine percent (59%) to the account designated for Pressure Irrigation Supply Fees. Properties subject to this fee, which subsequently pay the applicable one-time connection fees, shall thereafter be excused from payment of the capital reimbursement fee.

B. Gravity Assessment: Each parcel or lot receiving gravity irrigation service from the Municipal Irrigation System shall receive an annual assessment, consisting of the sum of three (3) components, ASSESSMENT EXPENSE, BASE ASSESSMENT, and OPERATIONS ASSESSMENT. Each component is computed as defined below:

1. Assessment Expense: All accounts shall be assessed four dollars (\$4.00) per account to defray the cost of preparing, mailing, and collecting the assessment.

2. Base Assessment: Each parcel or lot shall be assessed at the rate of fifty-four dollars and fifty cents (\$54.50) per acre, but with a minimum assessment per account of thirteen dollars and no cents (\$13.00). This component of the total assessment is largely to defray the cost of water rental charged by the underlying irrigation districts, with any amounts remaining to contribute to capital replacement and maintenance costs.

3. Operations Assessment: Any properties with gravity irrigation service shall be assessed at the rate of twenty-two dollars and no cents (\$22.00) per account for a property less than one (1) acre in total area. The added assessment for residential accounts one (1) acre and larger shall be two dollars and no cents (\$2.00) per acre for the portion of the property exceeding one (1) acre in area.

C. Assessments Due: Assessments are due and payable on April 1st or the first business day thereafter.

D. Partial Year Assessment: For purposes of calculating partial year assessments, the irrigation season is presumed to be April 10th to October 10th. For initial connections made during the course of the irrigation season (such as properties newly annexed into the municipal irrigation system), the new connection shall pay the full Base Assessment, the full Assessment Expense and a prorated Operations Assessment based on the portion of the irrigation season remaining. Partial year assessments are due and payable at the time of building permit issuance, and in instances where a building permit is not being issued, at or before the time of connection.

E. Full Year Assessment: Initial connections made before the commencement of the irrigation season (before April 10th) but after adoption of the annual assessment roll, shall be assessed the full annual irrigation assessment, prior to delivery of irrigation water, as if included in the annual assessment roll.

F. Dual Assessment: In the event a parcel receives an assessment from Kuna Municipal Irrigation System, and also receives and pays an assessment from the property's

underlying irrigation district for the same irrigation season, the amount paid to the underlying irrigation district shall be credited to the account with Kuna Municipal Irrigation System. This policy presumes the City does not receive an assessment from the underlying irrigation district for the same parcel.

G. Vacant Lot Assessment: A non-irrigated parcel of one (1) acre or less in area which has access to pressure irrigation and which is eligible for a building permit for either residential or commercial purposes, but which has not yet exercised that right at the time of assessment, shall be assessed twenty dollars and no cents (\$20.00) per buildable parcel. Vacant lots larger than one (1) acre in size are assessed as a gravity irrigation lot. In the event a building permit is obtained on said parcel after the time of assessment, but before the end of the irrigation season, said parcel shall be treated as a “partial year” or “full year” assessment, as defined above, with credit given for the vacant lot assessment already paid.

VI. CUSTOMER BILLING

A. Annual Billings: All irrigation accounts which do not also have a potable water account shall be billed annually, with courtesy reminders until paid, and be subject to shut-off of the irrigation service if payment is delinquent as provided in Idaho Code.

B. Monthly Billings: Each residential or commercial property that is served by potable water that also has a municipal irrigation account shall be billed for the annual irrigation assessment, as part of their municipal utilities billing statement, in equal monthly installments until paid in full, and be subject to shut-off of the potable water service in addition to other statutory remedies if the monthly payments are delinquent as provided in Kuna City Code.

C. Opt Out Provision: A municipal irrigation account holder may opt out of the monthly billing program at their option, and choose to pay the annual irrigation assessment in a lump sum payment due as provided for in Title 50, Section 18, Idaho Code. The City shall cause a notice to be mailed out to all municipal irrigation/potable water account holders informing them of their option of opting out of the monthly billing program and providing the address to inform the City of the same.

D. Monthly Rates: The monthly installments for payment of the 2020 annual irrigation assessment shall be nine (9) equal installments. After retirement of the 2020 annual

irrigation assessment, the monthly installments shall end until re-started by the 2021 annual irrigation assessment resolution.

VII. CUSTOMER SERVICE CHARGES

A. New Service Accounts: Requests to subdivide an account into additional accounts or aggregate existing accounts under single ownership, into fewer accounts, may be made by application in person at Kuna City Hall between 8:00 a.m. and 5:00 p.m. during normal workdays. Customers will be billed five dollars and no cents (\$5.00) for each account added or reduced, payable at the time of the request. Adjustments in assessments during irrigation season, to the benefit or to the expense of the resulting accounts, shall be treated as “Partial Year Assessments” and prorated from the date of the request. Adjustments to the expense of an account shall be payable at the date of request and adjustments to the credit of an account shall be processed as an account payable in conformance with city procedures.

B. Delinquencies: All delinquent accounts shall be processed in accordance with the provisions of Idaho State Code.

C. Short Notice Line Location Charges: The City of Kuna, as required by law, participates in the Dig Line system. Forty-Eight (48) hours notification is required prior to excavation by any party. Line locations without forty-eight (48) hours’ notice will be billed to the requesting party at the rate ten dollars and no cents (\$10.00) per request. There will be no charge for line locations during times of individual hazard or public emergency.

D. Re-connect Fee: A re-connect fee of fifteen dollars and no cents (\$15.00) if performed during normal work hours or fifty dollars and no cents (\$50.00) if performed after normal work hours shall be paid prior to the account being reconnected, or as subsequently adopted by resolution of City Council, shall be charged to any account to reconnect service following disconnection for non-payment or for any other reason not in the discretion of the City of Kuna or its agents. This fee shall be applied separately for each request and must be paid before reconnection can occur.

E. Tampering Fee: A tampering fee of one hundred dollars and no cents (\$100.00), or as subsequently adopted by resolution of City Council, shall be charged to any account reconnecting service without authorization following disconnection for non-payment of assessments. This fee shall be applied separately for each unauthorized reconnection and must be paid before reconnection can

occur.

F. Unauthorized Connection: In the event a parcel connects to the pressurized irrigation system without authorization, meaning without having paid connection fees and receiving explicit approval to connect, it shall be presumed that the parcel owner has petitioned to connect, but without authorization. The City may collect a tampering fee as outlined in Paragraph VI.E and disconnect the parcel from service, or collect full payment of connection fees and commence billing monthly assessment charges, or commence charging monthly amortization of the connection fees as provided in Paragraph IV.I and commence billing monthly assessment charges. In the event the parcel does not have a water right for use of the water, and one cannot be provided, the only option available is to collect a tampering fee and disconnect the parcel from service.

VII. WATER ALLOTMENT

BE IT FURTHER RESOLVED, that no lot or parcel is entitled to receive delivery of a quantity of water which exceeds the allotment of water provided for that parcel by the underlying irrigation district holding the water right in trust. It is hereby declared to be in the public's best interest that water be used efficiently for its intended irrigation purpose, that a property's use of the irrigation system not impose an unauthorized over-spray or drainage burden on adjacent property and that such unauthorized use or any other misuse or wanton wasting of the same shall be due cause for disconnecting the offending lot or parcel from the pressure or gravity irrigation system for the duration of the irrigation season without any prorated reimbursement of assessment. It is further declared, delivery of water through the pressure or gravity systems ceases when deliveries end by the underlying irrigation district.

VIII. REPEAL OF EXISTING FEES AND POLICIES

BE IT FURTHER RESOLVED that the connection fees and other charges established herein are effective beginning October 15, 2019; prior similar fees and policies established by earlier resolution(s) are hereby repealed.

IX. SEVERABILITY CLAUSE

BE IT FURTHER RESOLVED, that the sections of this Resolution are severable. The invalidity of a section shall not affect the validity of the remaining sections.

X. EFFECTIVE DATE

BE IT FURTHER RESOLVED, that this resolution shall become effective upon passage by the Kuna City Council.

PASSED BY THE COUNCIL of the City of Kuna, this 15th day of October, 2019.

APPROVED BY THE MAYOR of the City of Kuna, this 15th day of October, 2019.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

(Space above reserved for recording)

**ORDINANCE NO. 2019-29A
CITY OF KUNA, IDAHO**

**MUNICIPAL ANNEXATION AND ZONING ORDINANCE
JEFFERSON WASHBURN**

**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 (the "City") is a municipal corporation organized and existing 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

2. Jefferson Washburn (the “Owners”) is the owner of 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 (the “Commission”) of the City, 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 15th day of October, 2019.

CITY OF KUNA

Joe Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A

**JEFFERSON WASHBURN
MUNICIPAL ANNEXATION AND ZONING ORDINANCE**

PARCEL NO. S1303141900 Legal Description

A parcel of land being a portion of the SE 1/4 NE 1/4 of Section 3, Township 2 North, Range 1 West, Boise Meridian, Ada County Idaho, more particularly described as follows:

BEGINNING at a found 3 1/4 inch diameter brass disk stamped "PLS 12087, 2018" marking the SE corner of said SE 1/4 NE 1/4, (East 1/4 corner), said corner bears N. 00° 06' 02" W., a distance of 2663.30 feet from a found 3 1/4 inch diameter brass disk stamped "PLS 12087, 2018" marking the SE corner of said section 3;

Thence along the easterly boundary of said SE 1/4 NE 1/4, N. 00° 07' 51" W., a distance of 547.10 feet to a found 5/8 inch diameter iron pin with plastic cap stamped "PLS 12087";

Thence S. 89° 43' 15" W., a distance of 161.03 feet to a found 5/8 inch diameter iron pin with plastic cap stamped "PLS 7729";

Thence S. 00° 08' 47" E., a distance of 100.10 feet to a point on the centerline of the Harris Canal, said point bears S. 00° 08' 47" E., a distance of 15.00 feet from a found 5/8 inch diameter iron pin witness corner with plastic cap stamped "PLS 7729";

Thence along the centerline of said Harris Canal the following courses and distances:

Thence N. 80° 27' 11" W., a distance of 437.68 feet, (formerly N. 80° 45' W., a distance of 485.0 feet), to a point;

Thence N. 73° 47' 08" W., a distance of 76.98 feet to a point;

Thence N. 57° 10' 17" W., a distance of 210.65 feet, (formerly N. 56° 45' W., a distance of 222.0 feet), to a point;

Thence N. 43° 27' 32" W., a distance of 197.20 feet, (formerly N. 44° 06' W., a distance of 256.8 feet), to a point;

Thence N. 64° 17' 55" W., a distance of 105.91 feet to a point;

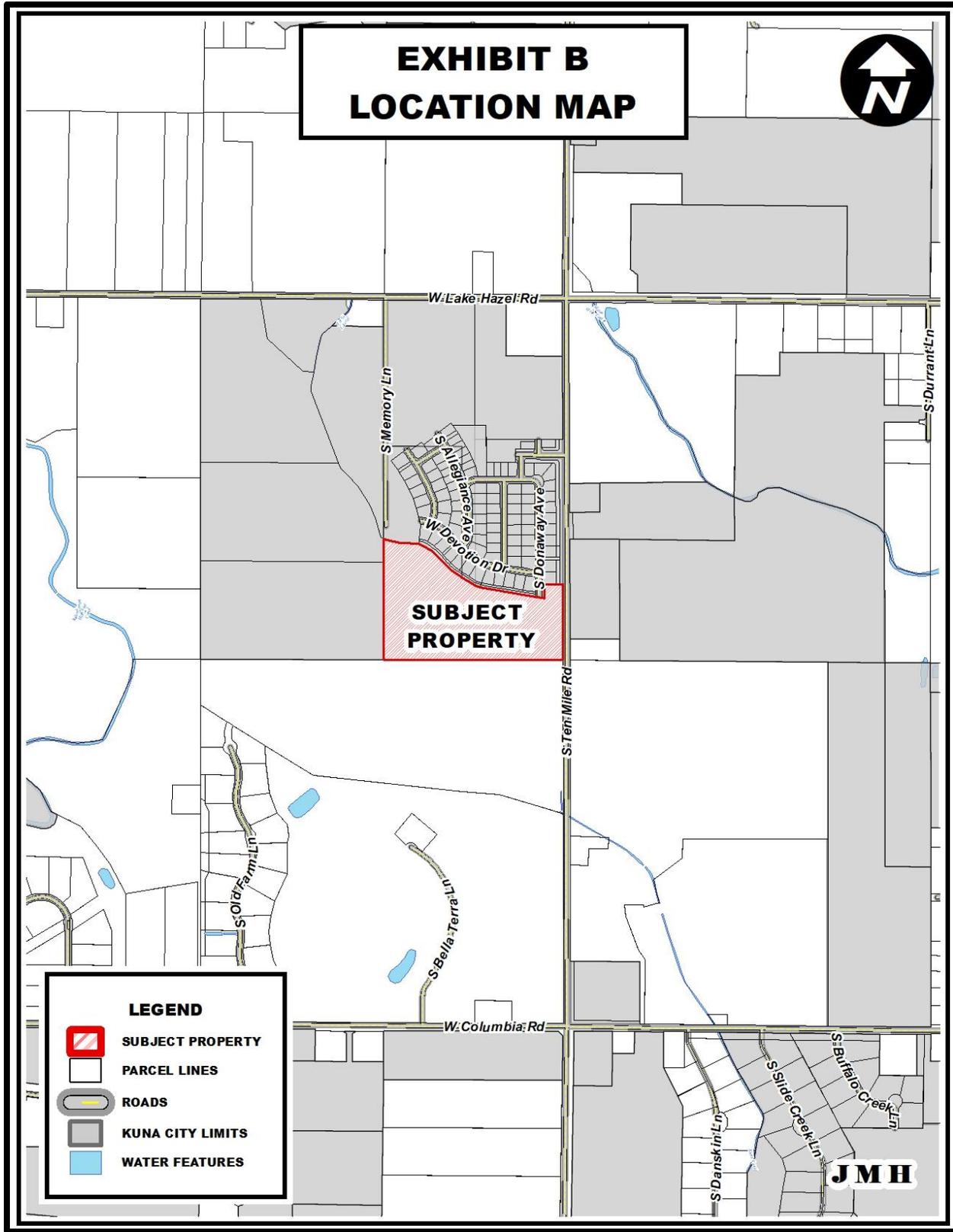
Thence N. 87° 54' 40" W., a distance of 131.41 feet, (formerly N. 84° 26' W., a distance of 314.0 feet) to a point;

Thence N. 77° 46' 35" W., a distance of 122.56 feet to a point on the westerly boundary of said SE 1/4 NE 1/4, said point bears S. 00° 03' 31" E., a distance of 6.11 feet from a found 5/8 inch diameter iron pin witness corner with illegible plastic cap "";

Thence leaving the centerline of said Harris Canal and along the westerly boundary of said SE 1/4 NE 1/4, S. 00° 03' 31" E., a distance of 871.87 feet, (formerly S. 00° 06' W., a distance of 880.8 feet), to a found 5/8 inch diameter iron pin with illegible plastic cap marking the SW corner of said SE 1/4 NE 1/4, (Center east 1/16 corner);

Thence along the southerly boundary of said SE 1/4 NE 1/4, S. 89° 53' 41" E., a distance of 1325.86 feet, (formerly S. 89° 52' E., a distance of 1324.0 feet), to the POINT OF BEGINNING.

This parcel contains 19.06 acres more or less.



**ORDINANCE NO. 2019-38
CITY OF KUNA, IDAHO**

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING KUNA CITY CODE TITLE 2 – BOARDS AND COMMISSIONS:

- **ADDITION OF A NEW CHAPTER 4 TO TITLE 2 KUNA CITY CODE ESTABLISHING THE KUNA ARTS COMMISSION; 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 Title 2 of the Kuna City Code be amended by the addition thereto of a new Chapter 4 to read as follows:

**CHAPTER 4 – KUNA ARTS COMMISSION:
SECTION:**

2-4-1: COMMITTEE NAME:

The arts commission will serve in an advisory capacity to the city council and will be named the Kuna Arts Commission.

2-4-2: MEMBERSHIP:

There shall be no fewer than 3 and no greater than 5 members of the Commission, who are appointed by the mayor, subject to the consent of the city council at the first city council meeting in January, for a term of one year commencing at the first quarterly meeting of the commission in January of each calendar year.

2-4-3: COMMISSION STAFFED BY:

The city clerk or the city clerk's designee will staff the commission to provide the committee with needed information for its review and to provide compliance with the open meeting law [Chapter 2 of Title 74 Idaho Code].

2-4-4: CHARGE:

To promote, sustain and cultivate public art through the display of art pieces throughout the city at selected public locations, review the conceptual design and placement of artwork; solicit public comment and provide a recommendation to the city council on the design and location of artwork and perform other duties as may be requested from time to time by the city council.

2-4-5: ORGANIZATION:

- A. The Kuna Arts Commission shall at its first meeting in January of each year select its officers, which include a chairman, vice chairman and a second vice chair of the committee.

- B. The chairman shall conduct the meetings of the Kuna Arts Commission. The duties of the chairman shall be performed by the vice or second vice chairman in the absence of the chairman or as delegated by the chairman. The chairman and the vice and second vice chairman shall be members of the commission.
- C. The city clerk or city clerk's designee shall serve as the secretary of the committee and shall take minutes and post agenda notices required by the open meeting law. The secretary is not a member of the commission.
- D. The Kuna Arts Commission shall establish a minimum of quarterly meetings scheduled at its first meeting in January of each year, determination to include the dates, time and place of such meetings.
- E. The agenda of each meeting shall include the approval of the minutes of the last meeting.
- F. Fifty-one percent (51%) of the membership of the Kuna Arts Commission shall constitute a quorum. Once a quorum is established for a meeting, the subsequent absence of a member present for creating the quorum shall not dismiss the quorum.
- G. A majority vote of those present at any meeting is sufficient to carry motions.
- H. The Kuna Arts Commission reports directly to the city council of the City of Kuna through the city clerk.

Section 2: Directing the City Clerk

- 2.1 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 3: Effective Date

- 3.1 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 15th day of October, 2019

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

(Space above reserved for recording)

**ORDINANCE NO. 2019-39
CITY OF KUNA, IDAHO**

**ORDINANCE AMENDING THE EXTERIOR BOUNDARIES
OF THE KUNA MUNICIPAL IRRIGATION SYSTEM
[Challenger Development Inc. real property]**

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 CHALLENGER DEVELOPMENT INC.; 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 NAMPA & MERIDIAN IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND**
- **PROVIDING AN EFFECTIVE DATE.**

The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

- 1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the “KMIS”); and
- 1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and
- 1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor’s office as CHALLENGER DEVELOPMENT INC. [legally described in **Exhibit A** attached to this Ordinance and by this reference incorporated

herein] (the “SUBJECT REAL PROPERTIES”) within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and

- 1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Nampa & Meridian Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 15th day of October, 2019.

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A

**LEGAL DESCRIPTION FOR WATER RIGHTS ON
CHALLENGER DEVELOPMENT INC.**

A parcel of land located in the NE 1/4 of the NE1/4 of Section 3, T.2N., R.1W., B.M., Ada, County, Idaho more particularly described as follows:

Commencing at the NE corner of said Section 3 from which an aluminum cap monument marking the E1/4 corner of said Section 3 bears South 00°07'58" East, 2624.99 feet;

thence along the East boundary line of said Section 3 South 00°07'58" East, 423.40 feet to the **REAL POINT OF BEGINNING**;

thence continuing along said East boundary line South 00°07'58" East, 601.07 feet to the NE corner of 5 of Memory Ranch Subdivision No. 1 as filed in Book 111 of Plats at Pages 16,180 through 16,182, records of Ada County, Idaho;

thence along the northerly boundary line of said Memory Ranch Subdivision No. 1 the following 7 courses and distances;

thence leaving said East boundary line South 89°52'01" West, 226.00 feet;

thence South 00°07'59" East, 16.24 feet;

thence South 89°52'01" West, 101.00 feet;

thence South 00°07'59" East, 51.11 feet;

thence North 89°29'53" West, 37.78 feet;

thence South 00°30'07" West, 101.00 feet;

thence North 89°29'53" West, 210.00 feet to a point on the exterior boundary line of Memory Ranch Subdivision No. 2 as filed in Book of Plats at Pages through , records of Ada County, Idaho;

thence along the exterior boundary line of said Memory Ranch Subdivision No. 2 the following 7 courses and distances;

thence North 00°59'45" West, 207.08 feet;

thence North 00°07'59" West, 61.99 feet;

thence North 89°29'53" West, 245.24 feet;

thence North 35°10'08" West, 15.74 feet;

thence South 53°45'18" West, 151.00 feet;

thence 8.85 feet along the arc of a non-tangent curve to the right, said curve having a radius of 1,493.00 feet, a central angle of 00°20'22" and a long chord which bears South 36°04'31" East, 8.85 feet;

thence South 54°05'40" West, 101.00 feet;

thence continuing along said exterior boundary line and the northwesterly extension thereof North 37°03'29" West, 56.00 feet;

thence North 39°16'51" West, 52.00 feet;

thence North 41°26'48" West, 53.22 feet;

thence North 32°41'38" West, 66.53 feet;

thence North 21°15'25" West, 107.25 feet;

thence North 05°49'02" East, 143.42 feet;

thence South 81°50'35" East, 190.83 feet;

thence South 89°29'53" East, 360.29 feet;

thence North 00°30'07" East, 101.00 feet;

thence North 89°29'53" West, 2.14 feet;

thence North 00°30'07" East, 151.00 feet;

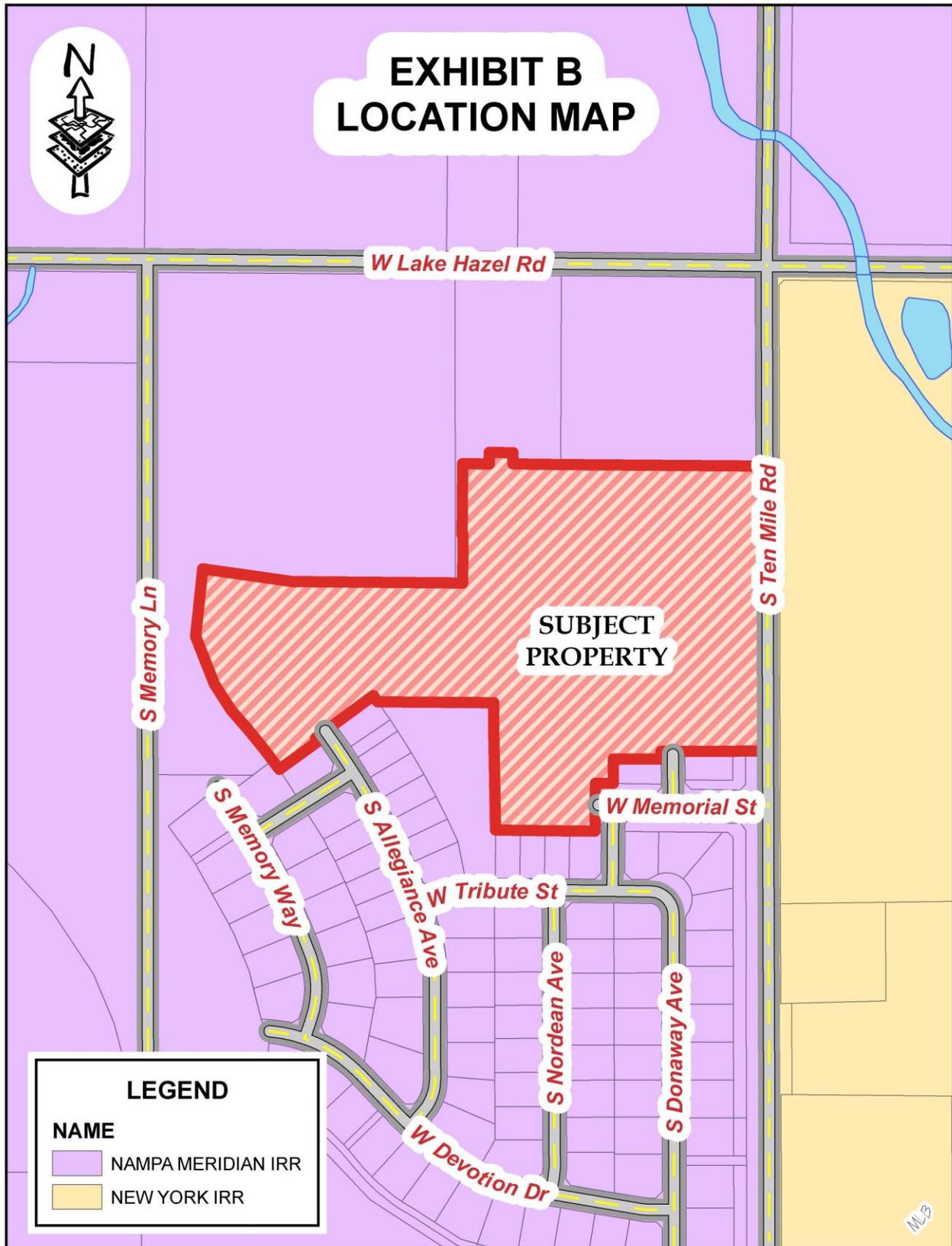
thence South 89°29'53" East, 56.00 feet;

thence North 00°12'37" East, 23.87 feet;

thence South 89°47'23" East, 50.00 feet;

thence South 00°12'37" West, 24.13 feet;

thence South 89°29'53" East, 537.49 feet to the **REAL POINT OF BEGINNING**.
Containing 13.42 acres, more or less.



(Space above reserved for recording)

**ORDINANCE NO. 2019-40
CITY OF KUNA, IDAHO**

**ORDINANCE AMENDING THE EXTERIOR BOUNDARIES
OF THE KUNA MUNICIPAL IRRIGATION SYSTEM
[SELECT DEVELOPMENT & CONTRACTING LLC. real property]**

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 SELECT DEVELOPMENT & CONTRACTING 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 BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND**
- **PROVIDING AN EFFECTIVE DATE.**

The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

- 1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the “KMIS”); and
- 1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and
- 1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor’s office as SELECT DEVELOPMENT & CONTRACTING LLC. [legally described in **Exhibit A** attached to this Ordinance and by this reference

incorporated herein] (the “SUBJECT REAL PROPERTIES”) within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and

- 1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 15th day of October, 2019.

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A

**LEGAL DESCRIPTION FOR WATER RIGHTS ON
SELECT DEVELOPMENT & CONTRACTING LLC.
LUGARNO TERRA**

A parcel of land being the SE1/4 SW1/4 of Section 18, T. 2 N., R. 1 E., B.M., Ada County, Idaho, more particularly described as follows:

COMMENCING at the southwest corner of said Section 18, marked by an aluminum cap/PLS 7323, from which the S1/4 corner of said Section 18, marked by a brass cap/PLS 8575, bears South 89°35'05" East, 2558.87 feet;

Thence South 89°35'05" East, coincident with the south line of the SW1/4 of said Section 18, a distance of 1235.78 feet to the W1/16 corner of said Section 18, marked by an aluminum cap/ PLS 10561 and the **POINT OF BEGINNING**;

Thence North 00°09'26" East, coincident with the west line of said SE1/4 SW1/4 of Section 18, a distance of 1324.09 feet to the SW1/16 corner of said Section 18, marked by a 5/8" rebar/cap PELS 3260;

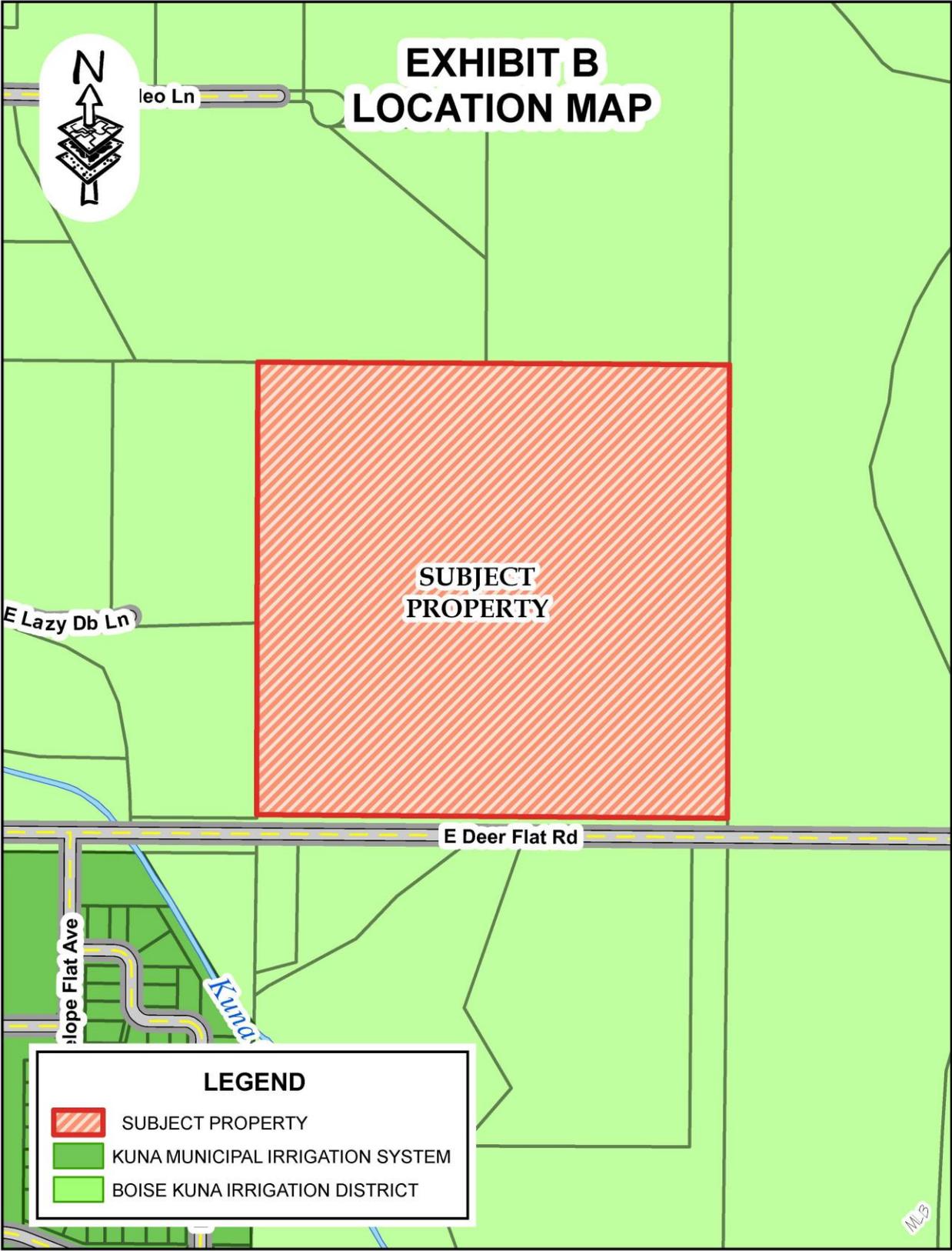
Thence South 89°39'42" East, coincident with the north line of said SE1/4 SW1/4 of Section 18, a distance of 1325.67 feet to the CS1/16 corner of said Section 18, marked by an iron pipe;

Thence South 00°16'07" West, coincident with the east line of said SE1/4 SW1/4 of Section 18, a distance of 1325.87 feet to the S1/4 corner of said Section 18, marked by a brass cap/PLS 8575;

Thence North 89°35'05" West, coincident with said south line of the SE1/4 SW1/4 of Section 18, a distance of 1323.09 feet to the **POINT OF BEGINNING**.

The above described parcel of land contains 40.28 acres, more or less.

BASIS OF BEARINGS for this description is South 89°35'05" East between the SW Corner of Section 18 and the South 1/4 Corner of Section 18, T. 2 N., R. 1 E., B.M., Ada County, Idaho.



(Space above reserved for recording)

**ORDINANCE NO. 2019-41
CITY OF KUNA, IDAHO**

**ORDINANCE AMENDING THE EXTERIOR BOUNDARIES
OF THE KUNA MUNICIPAL IRRIGATION SYSTEM
[KUNA EAST LLC. real property]**

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 KUNA EAST 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 BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND**
- **PROVIDING AN EFFECTIVE DATE.**

The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

- 1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the “KMIS”); and
- 1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and
- 1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor’s office as KUNA EAST LLC. [legally described in **Exhibit A** attached to this Ordinance and by this reference incorporated herein] (the “SUBJECT

REAL PROPERTIES”) within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and

- 1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 15th day of October, 2019.

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A**LEGAL DESCRIPTION FOR WATER RIGHTS ON
KUNA EAST LLC.
ASHTON ESTATES ADDITION**

Land Situated in the State of Idaho, County of Ada, City of Kuna.

The Southeast quarter (SE1/4) of the Northwest quarter (NW1/4) of Section 19, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPTING THEREFROM the following described tract:

Beginning at the center line of said Section 19, Township 2 North, Range 1 East, B.M.; thence running North 516 feet; thence running West 147 feet; thence running in a Southwesterly direction 75 feet to a point 217 feet West of the North and South center line of said Section 19; thence running Southeasterly to a point on the East and West center line of said Section 19, 72 feet West of the center line of said section; thence running East 72 feet to the center of said section and the point of beginning.

FURTHER EXCEPTING road right of way.

