



**KUNA PLANNING AND ZONING  
COMMISSION MEETING AGENDA  
November 12, 2019**

**1. CALL TO ORDER AND ROLL CALL**

Chairman Lee Young  
Vice Chairman Dana Hennis  
Commissioner Cathy Gealy

Commissioner John Laraway  
Commissioner Stephen Damron

**2. CONSENT AGENDA: *All Listed Consent Agenda Items are Action Items***

- a. **Meeting Minutes** for October 22, 2019.
- b. **Findings of Fact and Conclusions of Law** for 19-07-ZC (Rezone), 19-03-S (Preliminary Plat) & 19-14-DR (Design Review)

**3. PUBLIC HEARING:**

- a. **19-06-ZC (Rezone), 19-07-S (Preliminary Plat) & 19-27-DR (Design Review)** – Kern River Heights Subdivision; On behalf of Carl Bader (owner), JUB Engineers requests to rezone one parcel consisting of approximately 7.25 acres from an “A” (Agriculture) to “R-6” (Medium Density Residential) zoning district classification and to subdivide the 7.25 acres into 35 total lots (twenty-nine (29) buildable lots, six (6) common lots). The subject site is located at 750 S. Ten Mile Road, Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APN: R5070503500).

**4. ADJOURNMENT**

**CITY OF KUNA  
PLANNING & ZONING COMMISSION**

**MEETING MINUTES  
Tuesday, October 22, 2019**

PZ COMMISSION MEMBER	PRESENT	CITY STAFF PRESENT:	PRESENT
Chairman Lee Young	X	Wendy Howell, Planning Director	X
Commissioner Dana Hennis	X	Troy Behunin, Senior Planner	N/A
Commissioner Cathy Gealy	X	Jace Hellman, Planner II	X
Commissioner Stephen Damron	X	Sam Weiger, Planner I	N/A
Commissioner John Laraway	X	Doug Hanson, Planner I	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 October 8, 2019.

**Findings of Fact and Conclusions of Law** for 19-26-DR (Design Review) & 19-11-SN (Sign)

*Commissioner Hennis motions to approve the consent agenda; Commissioner Damron seconds, all aye and motion carried 4-0.*

**2. PUBLIC HEARING**

**19-03-AN (Annexation), 19-02-S (Preliminary Plat) & 19-09-DR (Design Review)** – Chotika Subdivision; Don Veasey (owner) requests to annex two parcels consisting of approximately 7.67 acres into Kuna City Limits with an R-6 (Medium Density Residential) zone and to subdivide the 7.67 acres into 38 total lots (33 buildable lots, 5 common lots). The subject sites are located at 642 S. Ash St. and S. Ash St., Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APNs: R5070503050 and R5070502835).

*Commissioner Gealy motions to table Case No. 19-07-ZC (Rezone), 19-03-S (Preliminary Plat) & 19-14-DR (Design Review); Commissioner Hennis seconds, all aye and motion carried 4-0.*

**19-07-ZC (Rezone), 19-03-S (Preliminary Plat) & 19-14-DR (Design Review)** – Robinhood Subdivision; The applicant, JUB Engineers, on behalf of M3 Companies (Owner), requests approval to rezone approx. 25.08 acres and subdivide approx. 37.61 acres into 137 total lots. This site is located near the NEC of Cloverdale and Kuna Roads, Kuna, Idaho, in Section 22, Township 2 North, Range 1 East (APN #'s S1422212410; S1422212000; S1422233700).

**Troy Behunin:** Good evening Commissioners, for the record Troy Behunin, Planner III, Kuna Planning and Zoning Staff, 751 W. 4<sup>th</sup> St., Kuna ID 83634. The applications before you tonight Case No.19-07-ZC (Rezone), 19-03-S (Preliminary Plat) are presented for your vote to recommend approval, conditional approval or denial to the City Council. Application 19-14-DR (Design Review) is before you tonight for your decision. The project is located near the northeast corner of Cloverdale and Kuna Roads. This project is approximately 37.61 acres in size. The applicant is seeking a rezone for the portion of area that is going to make up the Robin Hood Subdivision approximately 25.08 acres, which is already zoned R-12, high density residential. The applicant seeks to change that from R-12 to R-6, medium density residential for the subdivision. As this is a small portion of the entire Falcon Crest PUD Master Plan Project, it was approved as a mixed-use general designation. Staff reviews the request to be consistent with the

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Future Land Use Map of the City of Kuna. The preliminary plat also appears to meet all of City of Kuna standards and/or meet the requirements of the Falcon Crest Development Agreement. The applicant is proposing public streets rather than private streets for the project. Staff recommends that the applicant be conditioned to follow all standards approved in the development agreement and/or any items that were discussed and approved through the PUD public hearing process. The landscape plan does appear to meet all of the City of Kuna standards, those listed in the development agreement and PUD approvals. Staff notes that a subdivision monument sign was not a part of the design review application and reminds that applicant all subdivision signs must go through design review as well. The applicant has submitted everything required, and staff finds this application to be complimentary to the Comprehensive Plan Goals, Comprehensive Plan Map and the development agreement that was approved before City Council earlier this year. I will stand for any questions that you may have? **C/Gealy:** In the staff report there was a statement that there will be 2.76 acres of golf course lots, can you explain for the record what a golf course lot is? **Troy Behunin:** Lots that will be adjacent to one of the holes for the golf course. The back or side property line will be adjacent to a hole of the golf course. **C/Gealy:** It is not the actual golf course itself? **Troy Behunin:** Correct, they will be private lots that abut up against it, or share a property line. **C/Laraway:** Does the golf course count towards the open space requirement? **Troy Behunin:** The golf course does count towards open space. There is also a significant amount of open space along the entry road and inside the subdivision itself. There is going to be a significant amount of open space and yes, the golf course will count towards a portion of that. **C/Gealy:** In the staff report there was mention of a connection through one lot to another for the Fire District and that staff will support a no connection if approved by the Kuna Rural Fire District? **Troy Behunin:** If you look at the site plan for the subdivision in the packet block 1 lot 48 and near block 7 lot 24 there was a discussion in the pre plat application meeting about a possible need for a connection for the fire department, EMS only. If Kuna Rural Fire District doesn't see the need for that because the developer meets the street turn around requirements than staff will support the road between those lots being removed. I am not aware of any change of decision by the fire department, however there was a change at the fire chief position. The fire department will have another chance to look at this during the final plat stage of the project. Staff is unaware if the applicant has had any meeting with the fire department in between the time of the pre-application meeting and tonight. The applicant may be able to address the question at the end of their presentation. **C/Gealy:** In the staff report you suggested including a condition that the roads meet Kuna and ACHD standards, but in the ACHD report there was quite a bit of discussion that some of the roads as presented aren't meeting standards, will they work with the applicant? **Troy Behunin:** Well, for example the entry road as it is currently built does not meet anyone's standards because it is a private drive. However, when it does get converted to a public road then there will be a chance for the applicant to meet the standards from the City and ACHD. **C/Gealy:** to your knowledge is the applicant willing to do that? **Troy Behunin:** Yes. **C/Hennis:** The only thing that seemed like it was a major point of contention was the curbing. **Troy Behunin:** Yes, that is actually a very unique situation, having a private drive that is being converted to a public road with some curbing that ACHD's maintenance department and policy does not support. However, at the request of the applicant and in order to preserve the true nature of what makes a planned unit development a unique subdivision, staff did issue a letter of support for keeping the hand cut sand stones for curbing. The maintenance and repair will be the exclusive responsibility of the HOA. **C/Gealy:** Did ACHD agree to that? **Troy Behunin:** Reluctantly, they did. There are a few things that an applicant can do to make a subdivision unique and that was one that staff supported. **C/Young:** In previous meetings there was a lot of concern for water and wells. It is my understanding that the developer is now piping in from Kuna, not sinking new wells? **Troy Behunin:** That is my understanding. Perhaps the applicant Mark Tate with the M3 Companies can elaborate on that in his presentation tonight. He has been working very closely with the Public Works Department and City Engineer. **C/Young:** We will now have the applicant come forward, state your name and address for the record. **Mark Tate:** Good evening, Mark Tate with M3 Companies 1087 E. River St. Boise, ID 83702. There is a PowerPoint presentation forthcoming, but to answer your question about the water that is correct, we are planning a water main extension from Kuna all the way down Kuna Rd to serve the property. That will also include a water reservoir along Kuna Rd. and a booster station to serve the project. That is not to say that someday a well won't be drilled out in that area, ultimately as things grow around the project there is going to be another domestic well out

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there, but for the foreseeable future that won't be necessary. **C/Gealy:** As I recall there are two wells out there now for the golf course, so those will continue to operate? **Mark Tate:** Yes, and the staff report did get into this but the pressurized irrigation system will be run off of those existing wells and we have done studies on the existing water quality and water volume monitoring the wells there really hasn't been draw down that we have been able to see over a long term period, the water quality is exceptional and the volume quality of those wells is on par with a municipal well. Over 2,000 gallons per minute with one well and 1,800 gallons per minute with the other, really big substantial wells. Interestingly it is being farmed as sod right now which uses a tremendous amount of water so as we develop the property there will actually be less water being used because we are taking more sod out of production turning it into roads, houses and that sort of thing. Just as a refresher I think that everybody remembers the property where it is at. There are 36 holes of golf out there complete with driving range, tees, greens and practice greens. The facilities they are basically converted farmhouses out there so we are excited to be able to start upgrading a lot of those facilities along with it. This is the master plan from the development agreement and it is basically a bubble plan showing the different densities. The area that the subdivision is called Golf Village A. Its that tan color that you see there, it was zoned R-12 knowing that it was going to be a higher density type of product, but they weren't sure exactly at the time what it was going to be. We have chosen to go with a small mod residential around a rebuilt golf course. That line that you see between the green driving range area and the yellow, was an arbitrary line and that is why we are doing a rezone actually, it cuts through a couple of the lots, otherwise we wouldn't have needed to rezone it we just didn't want half of a bunch of lots to be R-12 and half to be R-6. We are down zoning the whole thing from R-12 to R-6 because it does meet the R-6 standards so the rezone in front of you right now is actually a decrease in the allowable density. On the trail plan the dotted lines you see are kind of the backbone trail infrastructure along Cloverdale Rd. and through the PUD process we've enhanced our requirements for wider pedestrian pathways so we have gone over the minimum standard, so what we expect to do along the entry road is an 8 ft trail along Cloverdale. We did have some discussion with ACHD and there were two points of contention that we were talking about. One being the sandstone, two being the park path on the south side of the road which was an 8 ft trail plus a five-foot sidewalk. We were talking at one point about doing a shared multi-use path, golf and pedestrian. It seemed a little duplicative and confusing to have two parallel paths but that was the non-win with ACHD so we will be building an 8-foot path on the north side, a 5-foot sidewalk on the south side of the entry road and a cart path parallel to the sidewalk. There are some crossings at the entry but it should be a pretty straightforward result. This is an aerial of the area. We are proposing to take the current existing road basically where you see the end of the medians as you come into the project we are going to put a round a bout and the round a bout will have a leg that goes to the south that will be the main entry to the active adult age restricted area portion of the project that's going to be private streets and gated. On the north side of that round about is going to be the access to the new Robin Hood Subdivision. So you can see the area that we are developing is currently golf course. We are actually planning on building a new 9-hole golf course as part of this. The plan is as you can see the development lots, the golf generally is not part of the plat. The golf lots that were being discussed is right at the entry to the community coming off of that round a bout there are two large lots proposed to have golf holes on them. The rest of the golf lots are actually not part of the plat, the plat has a weird boundary that just includes the allotted areas. This is a kind of conceptual rendering of our club facilities, we are planning a huge number of amenities up there. A bar and grill are going to be built up there as part of our first plan for the area that would have outdoor dining, indoor dining, bar, grille, and sports events which I think is something that the south valley is really missing. It could be very successful for not only golf course use but for the neighborhood and everybody around it. I think we will see a lot of good traffic. There will be a new pro shop eventually, cart storage and a social club is planned which would kind of be pickle ball, tennis, swimming pools and workout facilities. A full on country club type atmosphere for the community. This shows more of the boundaries of the plat. It does include the entry road. Right at the entry there is a lot of beautiful, mature landscaping as you come into the project. From the landscape plan standpoint, we plan to retain the trees and the medians. Even without most of the golf course being as part of the plat we have open space and pocket parks within there so we are not short on open space throughout the project. There was a question about emergency access from the end of the cul-de-sacs. We will

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work with the fire department if they decide they need to have emergency access between the end of the cul-de-sacs and the eastern cul-de-sac up to the club, we are planning to accommodate that, so we will need to sit down with them to confirm exactly what they want there. It wouldn't be vehicular the reason for that is it is a golf course and the fewer amount of times you send cars across the golf course the better. This is a photo of the entry and that sandstone curbing. It was a really interesting discussion with ACHD and they very reluctantly accepted the possibility of sandstone, so that is where we are at right now. We want to get their maintenance people on sight to look at the sandstone that has been there for 20 to 30 years and see that the road is not falling apart because of the sandstone. It is in really good shape considering the age of the road. You can see that this is hand cut sandstone quarried from Table Rock. The owner of the golf course the Barbonas family who owns the quarry out there and has for many years. It is kind of a fun historical thing to do but ACHD's initial reaction was to rip it all out and pour a vertical concrete curb and we asked that they use a little bit of common sense. We are glad to see that there is a glimmer of hope out there, but it is nice because the landscaping is matured, the trees are mature, there's ponds, nice views and golf right along the corridor. We will basically be rebuilding the road bed itself, adding pedestrian facilities and bringing it up to the ACHD standard up to the round a bout. At the end of the round a bout is when it becomes a private road. As we continue development beyond the round a bout, we will come through with the same process to rebuild the road and bring it up to the public road standards. Another view, this is looking to the southeast that initial lake as you come in there. The entry road, this is not the final version this was the second to final version which showed a shared multi-use pathway, so picture that but with an extra sidewalk. That was really it. I did have one comment on City memorandum from the City Engineer there was a comment in Exhibit B. Section 3 D., that says Robin Hood Subdivision is part of a PUD, streets shall be constructed, owned and maintained by the Falcon Crest Development, it's successors, heirs and assigns. These streets are proposed to be public so I did just want to clarify that on the record, it was a little bit confusing. From the south side of that entry road is going to be private streets, but this we are proposing to be public. Other than that, we are excited to get moving on this project, as Trot eluded to, we spent a lot of time with Public Works and the City Engineer on the offsite utilities. That is the biggest time commitment, getting all of that squared away, but we are planning on starting utilities this winter to get the project going. It is a big, huge commitment on our part with this amount of infrastructure, that will not only benefit this project but all of Kuna along that corridor, those utilities will benefit a lot of other people. With that I will stand for any questions. **C/Young:** Are there any questions for the applicant at this time? **C/Gealy:** I have one question, it is more for clarification to help me understand. Staff in their report asked for a condition that you provide sod wherever turf was indicated and I have to be honest I don't know the difference between sod and turf and I don't know what the implications are for a golf course? **Mark Tate:** I'm not completely sure either. **C/Gealy:** Somebody must know? That condition was not actually included in the staff report it was suggested. I wanted to find out if you had an opinion. **Mark Tate:** I didn't see that, I figured it was a clarification in the staff report wanting to make sure that it was turf grass sod. I did have this argument with somebody on a design review capacity that put artificial turf in the front yard that said your design guidelines let you do turf, and this is turf. We then had to go back and tell them no, we talked about live plants, not Astroturf. **C/Gealy:** I apologize to staff for not asking while you were up here since it is more of a question for staff. **Troy Behunin:** Commissioner Gealy, fellow commissioners, again **Troy Behunin**, Kuna Planning and Zoning Staff. The reason I put that in there is if you remember last year about this time we had another project come through and they labeled an open area as grass, what they wanted to do was put seed in rather than put sod in and it didn't meet the standards so we just wanted to make sure that we dot that I and cross that T and make sure that areas are either sod or proposing seed. **C/Gealy:** In this case they are proposing turf. **Troy Behunin:** Yes, and it sounds like the applicant indeed does mean sod. **C/Gealy:** Do you see that as a need to add a condition, or do you think this clarification is sufficient? **Troy Behunin:** I don't think so at this point. I just wanted to make sure that it came up during this discussion. **C/Gealy:** Thank you. **C/Young:** We open up public testimony at 6:34 pm. I don't see anybody signed in that is listed to testify. I have one person signed in but he's marked not to. Is there anybody here who has not signed in that would like to testify? Please sign in and after that state your name and address for the record. **Richard Leonard:** Richard D. Leonard, 10863 S. Cloverdale Rd. I don't know if this is pertinent to the subdivision or not. I am concerned and thought maybe I could find out how much

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land I am going to lose across the road, when all of the bare land and all of the profit is being made on the other side? I understand that there is supposed to be 21 feet of our front property taken for the highway. I think it is very unjust and unfair that folks living on the highway, some within short distance of their bedrooms. If this is true, I know that there are already 4 or 5 people that have moved out and people are selling their homes like crazy. Does anybody have any answers on that highway? If this is passed its going to be too late. On the frontage I realize they have 13 steel poles with that new high-rise electricity and it is going to be costly to move them. It is also going to be costly for eminent domain to buy the property on the other side also. I have lived on the other side for 42 years and have been in Kuna for 44. I was a deputy sheriff with the county and am pretty well known in Kuna. I could see this coming, the highway and I just thought that maybe I could find out tonight if anybody had an answer? **C/Young:** The applicant will address that in just a moment. Any other questions? Richard Leonard: That is all. C/ Young: Seeing nobody else signed up I will have the applicant come back up and see if we can address the question. **Mark Tate:** That is an absolutely fair question regarding the Cloverdale widening. I believe that the current right of way can accommodate a 5-lane road and that is what the long-term plan for ACHD calls for. That is also what our traffic study has indicated for long term widening. Cloverdale is considered a major arterial for ACHD so the work along that is covered in their long-term transportation plan. ACHD does have a lot of projects slated along Cloverdale Rd. coming in the 5-year work schedule, starting up north and working their way down. ACHD's process is every 5 years, minimum 5 years but more like 3 years, they go through and reprioritize the projects. If you are seeing more growth in a certain area or higher traffic counts and needs, they are able to reshuffle the order of those projects. I anticipate that Cloverdale Rd. won't continue to move u the list in priority as growth comes along that corridor. Back to his original question about needing to take that right of way, it would be a very long time if ever that they would need to take right of way along that corridor, given that they already have the right of way as a section line road. Those section line road right of ways go back a very long time to when they mapped the valley and took the right of way along the section line. It certainly can accommodate a 5-lane road, anything beyond that would be discussed in the future. **C/Young:** With that I will close the public testimony at 6:41 pm which brings up our discussion. **C/Hennis:** I think the rezone is a good idea because it is dropping the density in half. Ultimately, I like the idea of the single-family development there versus the multi-family that we have seen prior. I like the layout, it's different, not the standard boxy design. I like the way it runs, the landscaping looks nice they are probably going to do nice work along there. I don't see any issues from my point of view. I think they have done a nice job and reduced it quite a bit. The points I want to get across if you didn't get my voice before are: the density reduction is good, the non-linear layout seems nice it is something different than we have been seeing, the landscaping seems far more than what is standard. I like what they have done. **C/Laraway:** I agree with what you are saying. What I like about the concept is it seems like the R-6 just is wonderful for me, but being that it is the first phase I don't see the bar being lowered for the other phases down the road. I think the concept will outdo the one previous and that is what I am excited for. I think it is a good idea, I like what they have done and I like the layout, the future for that area. **C/Young:** As far as the streets are laid out, it is nice to see that they are accommodating topography to a degree. Even as the fairways run through there, the streets are curved so as you look down a street you are not looking from one end to the other. It's a relief that there isn't that whole linear path that happens too often. I agree as far as landscape, given the nature of what is existing that the golf course and the landscaping and the design of that is good. It seems like through ACHD recommendations that they will be addressing some of the deceleration lanes and widening issues as well. I don't have any issues with it as it is laid out currently. **C/Damron:** My only concern would be as future development comes down with the size of this one, where the neighbors that live across Cloverdale that would lose property due to increased traffic and the increased size of the subdivision. Do we have any indication Troy from ACHD what their 5-year plan on that was? How wide they are going to make it or if they are going to look at expanding on the other side of the road? **Troy Behunin:** With an expansion that goes beyond 5 lanes is something beyond a 5-year window. That would be more like a 20-year window. Typically, what happens is that any development, whether it is this size or one tenth of this size, ACHD and the City both require that they improve their half plus 12 feet. The developer must focus the improvements on their half of the road. Sometimes you do have a shift in right of way and I think we have all been down roads where they kind of go back and forth and that is a result

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of that. In the ACHD staff report, on page 2 of their report or 73 of the packet, item number 8 under capital improvement plan or the integrated 5-year work plan, Cloverdale Rd. is listed in the CIP or Capital Improvement Plan to be widened to 3 lanes from Columbia Rd. to Kuna Rd. between 2031 and 2035. The intersection of Cloverdale Rd. and Columbia Rd. is listed in the CIP to be reconstructed as a single lane round a bout, with a westbound right turn pass lane between 2036 and 2030. As Mark Tate indicated ACHD revisits these integrated 5-year work plans and the CIP projects regularly, even yearly. As the need changes and more subdivisions happen at this size or any size, as the impact hits Cloverdale Rd. ACHD will reevaluate that and they will handle it the best that they can. Sometimes they make the developers take care of more than their portion because the impact is so great. **C/Damron:** That is what I am looking at right now, if we can mitigate that before something happens, because across the street they have the high power lines and it is not only the road that they will encroach you will have to move the power lines back so there is another 30-60 foot easement for the power lines. That was my concern and my question. **Troy Behunin:** that is something that ACHD would have to work out with the applicant and would have to workout with Idaho Power. Typically, we all know many of the very expensive capital improvement projects happen as a result of a project, not leading up to it. So, there are very few projects that actually get out in front of anticipated traffic because they won't be able to build it unless they come. **C/Damron:** Yes, that is what we have been through before and that is what I would like to prevent for those people. **Troy Behunin:** That is not our call. **C/Hennis:** Inevitably it is going to be more later than it is sooner, but they won't be widening that road too much. **C/Young:** From what I got from Mr. Tate, if they can build a 5-lane road in the existing right of way area, that much like Meridian Rd. **C/Damron:** It shouldn't be any larger than that. **C/Hennis:** We are only talking 3 lanes out to 2031, I don't think that they are going to be digging too much too soon. **C/Damron:** I just wanted to make sure that we were in the clear. **C/Young:** Any other thoughts? **C/Gealy:** I appreciate reduction in density. I did note that in their letter that they said when they come back and ask for an increase in density in another part of the project at a later date, so we need to bear that in mind. From what I recall from the annexation hearing one of the biggest concerns was water and the impact on people's wells and it seems like that concern has been addressed. By bringing in a water line, that takes care of all of those concerns until a later date when we can perhaps have ore information about exactly how much water is available and what the impacts might be. I appreciate that solution to the concern as well. It looks like a beautiful property. It looks like every lot has access to open space, it looks like a place where people will want to live.

*Commissioner Hennis motions to recommend approval of Case No. 19-07-ZC (Rezone), 19-03-S (Preliminary Plat) & approve 19-14-DR (Design Review); Commissioner Damron seconds, all aye and motion carried 4-0.*

### 3. COMMISSION REPORTS

### 4. ADJOURNMENT

*Commissioner Gealy motions to adjourn; Commissioner Laraway Seconds, all aye and motion carried 4-0.*

**CITY OF KUNA  
PLANNING & ZONING COMMISSION**

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Tuesday, October 22, 2019**

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Lee Young, Chairman  
Kuna Planning and Zoning Commission

ATTEST:

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



# City of Kuna

## Planning and Zoning Commission Findings of Fact & Conclusions of Law

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

To: **P & Z Commission**

Case No's: **19-07-ZC (Rezone)**  
**19-03-S (Preliminary Plat)** and  
**19-14-DR (Sub Design Review)**

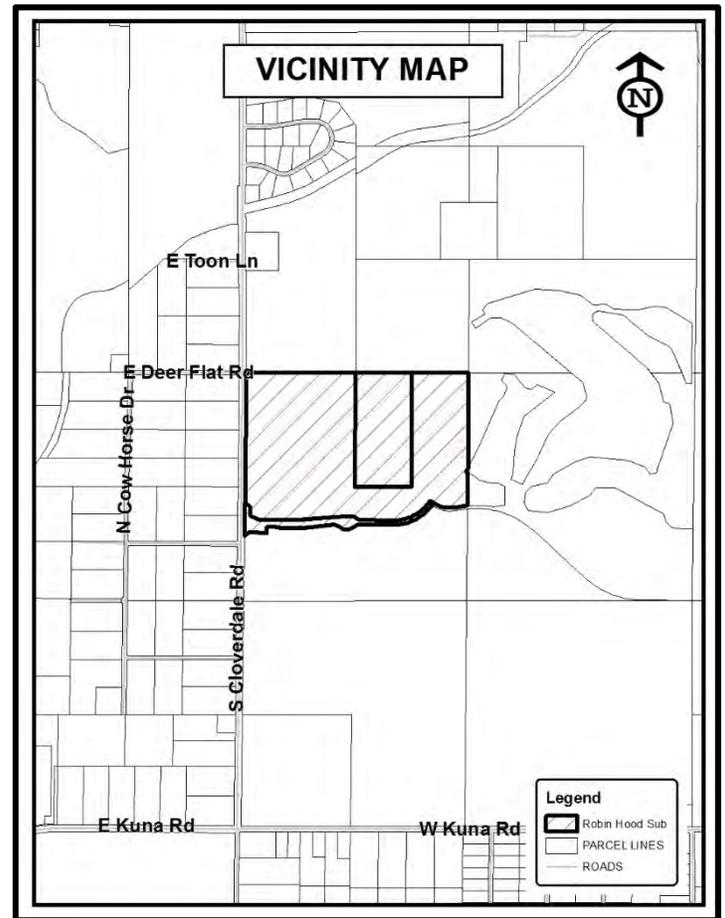
Location: Southeast Corner of Cloverdale and Deer Flat Roads, Kuna, ID.

Planner: Troy Behunin, Planner III

Hearing Date: October 22, 2019  
**Findings Date: November 26, 2019**

Owner: **M3 Companies - Mark Tate**  
1087 W. River Street, Ste. 310  
Boise, ID 83702  
208.939.6263  
[MTate@m3companiesllc.com](mailto:MTate@m3companiesllc.com)

Engineer: **JUB Engineers – Wendy Shrief**  
250 S. Beechwood Ave. S. 201  
Boise, ID 83709  
208.323.9336  
[Wshrief@jub.com](mailto:Wshrief@jub.com)



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| C. Site History          | H. Kuna City Code Analysis         |
| D. General Project Facts | I. Recommendation to City Council. |
| E. Staff Analysis        |                                    |

### A. Process and Noticing:

1. Kuna City Code 1-14-3 (KCC), Title 1, Chapter 14, Section 3, states that Annexation, Comprehensive Plan Map Changes, P.U.D.'s, Rezones and Preliminary Plats are designated as public hearings, with the Commission as the recommending body, and City Council as the decision making body, and the Commission as the decision making body for the Design Review. 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 1, 2019 (twenty five (25) persons attended) |
| ii. Agency Comment Request          | June 18, 2019                                     |
| iii. 450' Notice to Property Owners | October 11, 2019                                  |
| iv. Emails sent to Citizens         | October 11, 2019                                  |

- v. Kuna, Melba Newspaper
- vi. Site Posted

July 24, 2019 and October 2, 2019  
 October 5, 2019

**B. Applicants Request:**

**1. Request:**

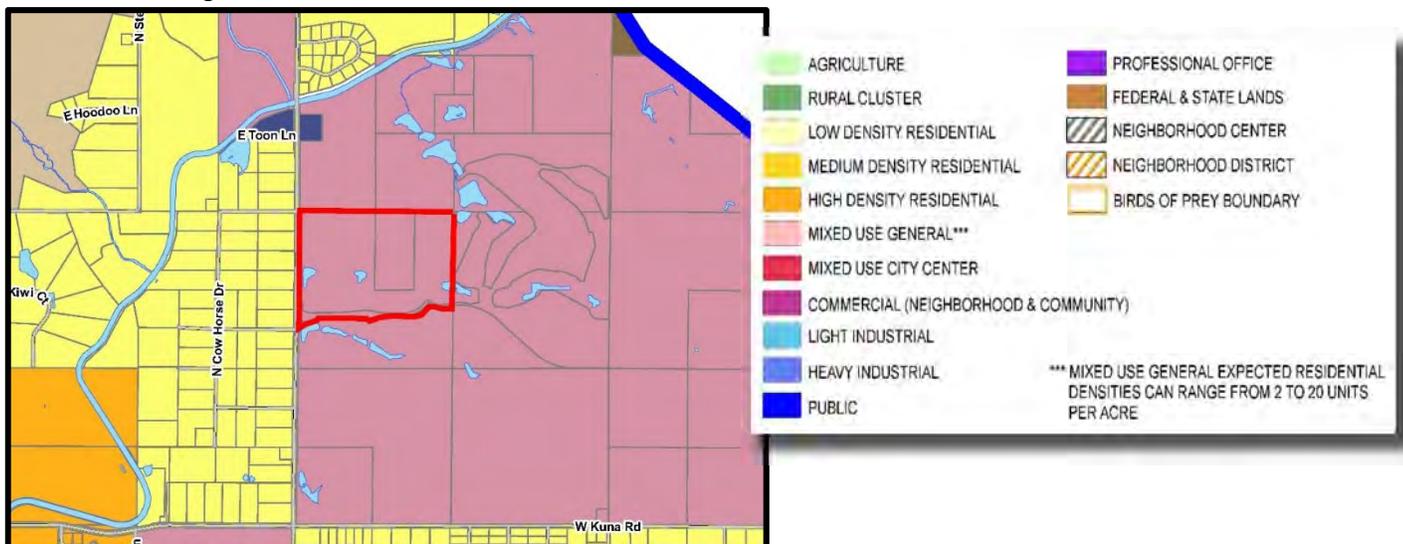
The applicant, JUB Engineers, on behalf of M3 Companies (Owner), requests approval to rezone approx. 25.08 acres and subdivide approx. 37.61 acres into 137 total lots. This site is located near the NEC of Cloverdale and Kuna Roads, Kuna, Idaho, in Section 22, Township 2 North, Range 1 East (APN #'s S1422212410; S1422212000; S1422233700).

**C. Site History:**

These lands historically have been used for golf course and agricultural purposes for many years. The lands in this application are a smaller part of the Planned Unit Development (PUD) for the Falcon Crest Golf Course and were annexed into Kuna, on February 5, 2019, (Case No. 18-03-AN).

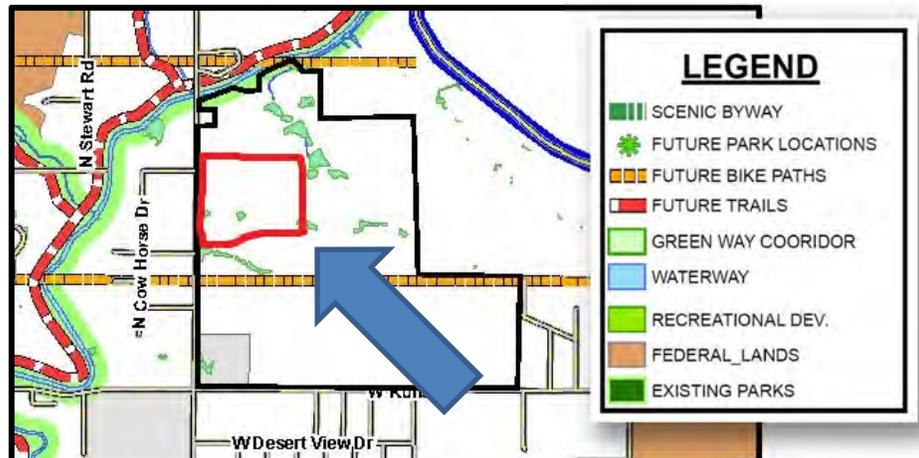
**D. General Projects Facts:**

- 1. **Comprehensive Plan Map:** The Comp Plan Map designation for this site is Mixed-Use, and staff notes as a reminder, this is only a part of a larger PUD. The Future Land Use Map (Comprehensive Plan Map) is intended to serve as a guide for the decision making body. This map indicates land use designations, it is not actual zoning.



**2. Recreation and Pathways Map:**

The Rec. & Path Master Plan Map indicates a future trail along the north side of the New York Canal, which is off-site. The PUD approved by Council in early 2019 includes many walking trails throughout the subdivision and this subdivision complies. Staff finds that the applicant has incorporated green/open spaces throughout the project.



3. **Surrounding Land Uses:**

<b>North</b>	R-6, R-12	Medium & High Density Residential – Golf Course -Kuna City
<b>South</b>	R-6	Medium Density Residential – Kuna City
<b>East</b>	R-6	Medium Density Residential – Kuna City
<b>West</b>	RR	Rural Residential – Ada County

4. **Lot Sizes, Current Zoning, Parcel No’s, and L & B No’s:**

<b>Lot Size (Approximately)</b>	<b>Current Zone:</b>	<b>Parcel Number(s)</b>
20 acres	R-6, Med. Density Residential	S1422212000
79.03 acres	R-6, Med. Density Residential	S1422212410
4.80 acres	R-6, Med. Density Residential	S1422233700

5. **Services (at time of development):**

- Sanitary Sewer– City of Kuna
- Potable Water – City of Kuna
- Pressurized Irrigation – Developer Built and Owned/Maintained
- Fire Protection – Kuna Rural Fire District
- Police Protection – Ada County Sheriff’s office; Kuna Police
- Sanitation Services – J & M Sanitation

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

The site has multiple structures that typically are associated with a golf course and maintenance facilities and vegetation that is generally associated with a golf course and other Agricultural uses.

7. **Transportation / Connectivity:**

The site has significant Cloverdale and Kuna Road frontages. The applicant proposes one point of ingress/egress on Cloverdale Road for phase one, approximately 2,000 feet north of Kuna Road to line up with Reining Horse Drive. This subdivision will also connect to proposed stub streets within the Falcon Crest Subdivision approved in February 2019. All points of access must follow City & ACHD standards.

8. **Environmental Issues:**

Staff is not aware of any environmental issues, health or safety conflicts. Most of the sites’ topography is generally flat with less than 3 percent slope. However, north of this site, there are rolling hills and some grades greater than 3 percent and these are areas within the existing golf course. This site is not within the Nitrate Priority Area (NPA), however, the project will be required to connect to Kuna City sanitary sewer, potable water and provide for a pressure irrigation water system to the project as a whole.

9. **Agency Responses:**

The following agencies returned comments and are included with this case file:

- City Engineer *Exhibit B 1*
- Ada County Highway District (ACHD) *Exhibit B 2*
- Boise Project Board of Control *Exhibit B 3*
- Central District Heath Department *Exhibit B 4*
- COMPASS *Exhibit B 5*
- Dept. of Environmental Quality (DEQ) *Exhibit B 6*
- ID Transportation Dept. (ITD) *Exhibit B 7*
- Kuna Rural Fire District *Exhibit B 8*

**E. Staff Analysis:**

The subject site is at the southeast corner (SEC) of Cloverdale and Deer Flat Roads. The site was approved for residential development in early 2019 as a smaller part of the greater Falcon Crest PUD whole. If approved, this request will integrate single family homes around the Falcon Crest golf course while providing continuity for this multi-phased project. The Robin Hood Subdivision make's up approximately 37.61 acres of the approximately 1,028 acres PUD.

The applicant seeks to rezone approximately 25.08 acres of previously zoned R-12 (High Density Residential) land, TO an R-6 (Med. Den. Res.) zone. If approved, this down-zoning will be a reduction for a part of the previously approved R-12 zoning designation.

In concert with the previously approved PUD, the applicant proposes various activities within the project to include; walking and cart pathways, recreational activities, approximately 4.89 open space and approximately 2.76 acres of golf course lots. Staff finds that the preliminary plat follows current City Code and any previously approved PUD standards which allows the applicant relief from certain development standards to provide a unique development in Kuna. The applicant proposes one shared driveway which staff will support provided the permanent maintenance, care and responsibility of the shared driveways is detailed in the CC&R's. Staff recommends that the applicant be conditioned to demonstrate shared driveway responsibility as explained. During the pre-application meeting there was discussion about connecting the cul-de-sacs for EMS between lot 48, Block 1 and Lot 24, Block 7, however, staff was unable to find that connection. Staff will support a no connection if it is first approved by the Kuna Rural Fire District (KRFD).

All Robin Hood Sub roads are proposed as public roads. Staff also notes that along arterial roads, KCC calls for full roadway improvements, including curb/gutter, road widening, and sidewalks at eight feet (either separated or attached). Staff recommends that all Kuna and ACHD standards for roads be conditioned on the applicant. All open spaces will be built and maintained by the Home Owners Association (HOA). Staff notes that the proposed preliminary plat appears to be in substantial compliance with KCC and the approved PUD.

This application includes a request for subdivision landscape design review. Staff finds the proposed landscaping for common areas appears to be in substantial conformance with KCC Title 5 chapter 17, Kuna's Landscaping Ordinance (KCC 5-17). Staff recommends that the applicant be conditioned to provide sod in areas labeled as 'Turf'. Staff notes if approved, this landscape plan will be considered a binding plan, and shall be followed as presented and not changed or substitutions made without prior approval. Staff also notes the planting details should be changed to reflect KCC; which are requested in the proposed conditions of approval (Condition #12). Staff recommends that the applicant resubmit an 11 X 17" plan bearing these changes. Design Review for a subdivision monument(s) was not applied for, with this project, however, if monument signs are desired, Design Review with the Committee is required.

Staff has determined the rezone, preliminary plat and design review generally 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. Staff recommends that if the Planning and Zoning Commission recommends approval of Case No's 19-07-ZC (Rezone) and 19-03-S (Preliminary Plat) and approves Case No. 19-14-DR (Design Review), the applicant be subject to the conditions of approval listed in section "I" of this report, as well as any additional conditions requested by the Planning and Zoning Commission detailed at the public hearing.

**F. Applicable Standards:**

1. City of Kuna Zoning Ordinance Title 5,
2. City of Kuna Subdivision Ordinance Title 6,
3. City of Kuna Comprehensive Plan and Map, adopted September 1, 2009,
4. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act,
5. Planned Unit Development Council approvals, February 5, 2019 (18-02-PUD).

## G. Comprehensive Plan Analysis:

The Kuna Commission accepts the Comprehensive Plan components as described below:

The designations of Mixed-Use shown on the Planning Map (See Map above) for these parcels were approved by Council. This application for an R-6 (Med. Den. Res.) subdivision is supported by way of the application being a smaller part of a larger whole known as the *Falcon Crest PUD* (Approved by Council 02.05.19) and staff views this request to be consistent with the following Comprehensive Plan components:

### Goal Area 3: Kuna's land uses will support a desirable, distinctive and well-designed community.

- Goal 3.D: Encourage development of housing options and strong neighborhoods.
  - Objective 3.D.1: Encourage development of housing options for all citizens.
    - Policy 3.D.1.a: Encourage preservation and development of housing that meets demand for household sizes, lifestyles and settings.
- 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 mid-mile collector system throughout the community.
    - Policy 4.D.2.a: Extend and expand mid-mile roads as growth occurs.
    - Policy 4.D.1.b: Preserve adequate right-of-way along all mid-mile roads or other approved alternative locations to align roads.

## H. Kuna City Code Analysis:

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

**Comment:** *The proposed project meets the land use and area standards in Chapter 3, Title 5 of the Kuna City Code (KCC). Staff also finds that the proposed project meets all applicable requirements of Title 5 and Title 6 of the KCC.*

2. The site is physically suitable for the proposed new subdivision and site development.

**Comment:** *The 37.61 acre (approximate) project includes a request for subdividing a portion of the lands into 116 buildable lots and 21 common lots. The site appears to be compatible with the proposal.*

3. The applications **are not** likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

**Comment:** *The land to be annexed, rezoned and subdivided is not used as wildlife habitat. Future roads, dwelling units and open spaces must be designed and planned for construction according the City and ACHD requirements and best practices and will therefore not cause environmental damage or loss of habitat.*

4. The development proposal **is not** likely to cause adverse public health problems.

**Comment:** *The proposed subdivision of the property appears to follow Kuna City Codes. All development requires connection 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 Commission did consider the location of the property and adjacent uses. The subject property is in Kuna City and will be required to connect to the Kuna City central sewer and potable water systems, and create their own Pressure Irrigation System. The current adjacent uses are large lots in the County, and agricultural in nature and the site is adjacent to two Principle arterial roads.*

6. Based on the evidence contained in Case No's 19-07-ZC, 19-03-S, and 19-14-DR, adequately complies with Kuna City Code.

7. Based on the evidence contained in Case No's 19-07-ZC, 19-03-S, and 19-14-DR generally complies with Kuna's Zoning Code.

**I. Recommendation of the Commission:**

**19-07-ZC (Rezone), and 19-03-S (Preliminary Plat)**, Based on the facts outlined in staff's memo, the Comp Plan, City Code, the record before the Commission, the applicant's presentation, public testimony and discussion during the public hearing by the Planning and Zoning Commission of Kuna, Idaho, the Commission hereby recommends **approval** to City Council for Case No's 19-07-ZC and 19-03-S, a Rezone and Preliminary Plat *request* by J-U-B Engineers, on behalf of M3 Companies, with the following conditions of approval *at time of development in the future*:

- Applicant shall follow all conditions of approval as outlined in the Staff Report.

**19-14-DR (Design Review)**, Based on the facts outlined in staff's memo, the Comp Plan, City Code, the record before the Commission, the applicant's presentation, public testimony and discussion during the public hearing by the Planning and Zoning Commission of Kuna, Idaho, the Commission hereby **approves** *Case No. 19-14-DR, a Design Review request* by J-U-B Engineers, on behalf of M3 Companies, with the following conditions of approval *at time of development in the future*:

- Applicant shall follow all conditions of approval as outlined in the Staff Report.
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– At time of development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths, *except as otherwise approved through the PUD process.*
  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 requesting to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
  6. All street lighting within and for the site shall be LED lighting and must comply with Kuna City Code, *except as otherwise approved through the PUD process.*
  7. Parking within the site shall comply with Kuna City Code, *except as otherwise approved through the PUD process.*
  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 go through Design Review for those approvals.
  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 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.
  12. Applicant is conditioned to follow the these planting notes for all trees on site:
    - 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. The applicant’s proposed landscape plan (dated 10.30.2018) shall be considered binding site plans, or as modified and approved through the proper process.
  14. The applicant’s proposed preliminary plat (dated 5.18.2018) shall be considered binding site plans, or as modified and approved through the public hearing process
  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.



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

Based upon the record contained in Case No's 19-07-ZC and 19-03-S, 19-14-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 approves Case No. 19-14-DR, and recommends approval of the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 19-07-ZC and 19-03-S, a request for a rezone, preliminary plat approval by J-U-B Engineers, on behalf of M3 Companies, LLC to rezone approximately 25.08 acres from R-12 (HDR) to R-6 (MDR) and to subdivide approximately 37.61 acres into 137 lots (116 buildable lots and 21 common lots).

- 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 October 22, 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 19-07-ZC, 19-03-S, and 19-14-DR, this proposal generally complies 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 19-07-ZC, 19-03-S, and 19-14-DR, this proposal generally complies 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 Case No. 19-14-DR and to recommend approval to Council for Case No's 19-07-ZC and 19-03-S.

Comment: On October 22, 2019, the Commission voted to approve Case No. 18-14-DR and to recommend approval of Case No's 19-07-ZC and 19-03-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 450-FT of the proposed project site on October 11th, 2019 and a legal notice was in the Kuna Melba Newspaper on July 24, and October 2, 2019. Emails to requesting citizens were sent October 11, 2019. The applicant placed a sign on the property on October 5, 2019.

DATED this 12th day of November, 2019,

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:

Troy Behunin, Planner III
Kuna Planning and Zoning Department



# City of Kuna

## Planning and Zoning Commission

### Staff Report

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

**To:** Planning and Zoning Commission

**Case Numbers:** 19-06-ZC (Rezone), 19-07-S  
 (Preliminary Plat) & 19-27-DR  
 (Design Review)  
**Kern River Heights Subdivision**

**Site Location:** 750 S. Ten Mile Rd., Kuna, ID 83634

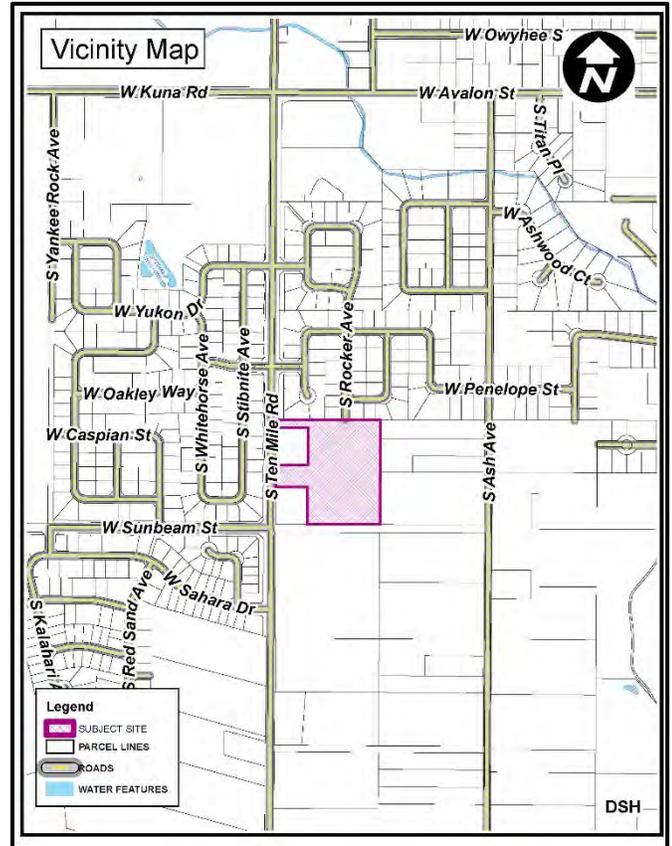
**Planner:** Doug Hanson, Planner I

**Hearing Date:** November 12, 2019

**Owner:** Carl Bader  
 750 S. Ten Mile Rd.  
 Kuna, ID 83634

**Applicant:** Ryan Minert  
 3327 S. Eagle Rd., Ste 110-148  
 Meridian, ID 83646  
 208.639.3262  
[ryan@iagroupllc.com](mailto:ryan@iagroupllc.com)

**Representative:** Wendy Shrief, JUB Engineers  
 250 S. Beechwood Dr., Ste 201  
 Boise, ID 83709  
 208.376.7330  
[wshrief@jub.com](mailto:wshrief@jub.com)



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| E. Staff Analysis        |   |

**A. Process and Noticing:**

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that design reviews are designated as *public meetings*, with the Planning and Zoning Commission (acting as the Design Review Board) as the decision-making body; and that preliminary plats and annexations 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          | July 25, 2019 (2 people attended) |
| ii. Agency Comment Request       | September 5, 2019                 |
| iii. 350’ Property Owners Notice | October 17, 2019                  |

- iv. Kuna Melba Newspaper
- v. Site Posted

October 23, 2019  
November 1, 2019

**B. Applicant’s Request:**

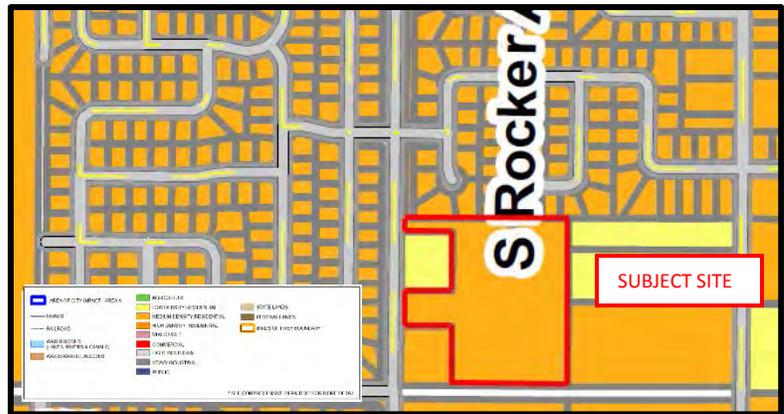
On behalf of Carl Bader (owner), JUB Engineers requests to rezone one parcel consisting of approximately 7.25 acres from an “A” (Agriculture) to “R-6” (Medium Density Residential) zoning district classification and to subdivide the 7.25 acres into 35 total lots (twenty-nine (29) buildable lots, six (6) common lots). The subject site is located at 750 S. Ten Mile Road, Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APN: R5070503500).

**C. Site History:**

The subject parcel is in Kuna City Limits and is currently zoned A (Agriculture). The parcel has historically served as farmland.

**D. General Projects Facts:**

1. **Comprehensive Plan Map:** The Future Land Use Map (FLUM) is intended to serve as a *guide* for the decision-making body for the City. The FLUM indicates land use designations generally speaking, it is not the actual zone. The Future Land Use Map identifies the 7.25-acre site as Medium Density Residential.



2. **Recreation and Pathways Map:**

The Recreation and Pathways Master Plan Map does indicate a future pathway/trail through the Ten Mile Corridor near subject site. (See page 13 of the staff report)

3. **Surrounding Land Uses:**

<b>North</b>	R-6	Medium Density Residential – Kuna City
<b>South</b>	RUT	Rural Urban Transition – Ada County
<b>East</b>	R-1	Estate Residential – Ada County
<b>West</b>	A	Agriculture – Kuna City
	R-4	Medium Density Residential – Kuna City
	R-6	Medium Density Residential – Kuna City

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

Property Owner	Parcel Size	Current Zone:	Parcel Number
Carl Bader	7.25 acres	A (Agriculture)	R5070503500

5. **Services:**

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

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

Currently there are no structures on the parcel, vegetation on-site is consistent with that of crop fields. The sites have an estimated average slope of 12% to 21%. Bedrock depth is estimated to be 10 to 20 inches.

7. **Transportation / Connectivity:**

The applicant proposes connections to an existing public street via S. Rocker Avenue. If the subdivision is approved the projects main ingress/egress will be accessed by an extension of a section of Sunbeam Street (mid-mile collector) that will be located along the southern boundary of the property.

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:

- Central District Health Department ..... Exhibit C-2
- Department of Environmental Quality ..... Exhibit C-3
- Nampa & Meridian Irrigation District ..... Exhibit C-4
- Idaho Transportation Department ..... Exhibit C-5
- Ada County Highway District ..... Exhibit C-6
- Kuna City Engineer ..... Exhibit C-7

**E. Staff Analysis:**

On June 26, 2019, Staff held a pre-application meeting with the applicant to discuss the project. The applicant held a neighborhood meeting with residents within 350 ft of the subject site on July 25, 2019. There were two residents who attended the meeting. A recap of the neighborhood meeting was provided as a part of the application (Exhibit A1).

The applicant proposes to rezone the approximately 7.25 acres from “A” (Agriculture) to “R-6” (Medium Density Residential). The FLUM and the Comprehensive Plan for Kuna identifies this parcel for medium density residential, which equals six (6) dwelling units per net acre. Staff notes that the applicant proposes 6.26 dwelling units per net acre, exceeding the R-6 net acre density established in Kuna City Code by 0.26 dwelling units per net acre.

The project proposes to take its main access from an extension of Sunbeam Street (mid-mile Collector) along the southern border of the property. The applicant is proposing to construct Sunbeam Street as half of a 36-foot-wide street section, plus an additional 12-feet of pavement to total 30-feet, with vertical curb, gutter, and 7-foot wide attached (or 5-foot wide detached) concrete sidewalk abutting the site within the 50-feet of right-of-way. Additionally, the applicant proposes connection into the existing street, S. Rocker Avenue, which will provide access from the Placerville Subdivision adjacent to the north.

The installation of streetlights is a required public improvement (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 250 feet along the site’s frontage and on local roads. The locations of street lights will be approved at the time of construction document review. Staff would note that these street lights shall be designed and installed according to “Dark skies” standards and Kuna City Code.

A design review application was included with this application for the landscaping for the proposed preliminary plat. The preliminary plat and landscape plan, contain 4.9% useable open space for the 7.25-acre site. Staff finds the proposed landscaping and buffers to be in compliance with Kuna City Code.

Staff has determined the preliminary plat and design review generally 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. Staff recommends that if the Planning and Zoning Commission recommends approval of case nos. 19-06-ZC (Rezone) and 19-07-S (Preliminary Plat) and approves case no. 19-0-DR (Design Review), the applicant be subject to the conditions of approval listed in section “I” of this report, as well as any additional conditions requested by the Planning and Zoning Commission.

**F. 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.

**G. Proposed Comprehensive Plan Analysis:**

Kuna Planning and Zoning Commission may (accept or reject) the Comprehensive Plan components, and shall determine if 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 3: Kuna’s land uses will support a desirable, distinctive and well-designed community.**

- Goal 3.D: Encourage development of housing options and strong neighborhoods.
  - Objective 3.D.1: Encourage development of housing options for all citizens.
    - Policy 3.D.1.a: Encourage preservation and development of housing that meets demand for household sizes, lifestyles and settings.
- 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 mid-mile collector system throughout the community.
    - Policy 4.D.2.a: Extend and expand mid-mile roads as growth occurs.
    - Policy 4.D.1.b: Preserve adequate right-of-way along all mid-mile roads or other approved alternative locations to align roads.

**H. Proposed 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/do not adhere) to the applicable requirements of Title 5 and Title 6 of KCC.*

2. The Planning and Zoning Commission feels the site (*is/is not*) physically suitable for the proposed development.

**Comment:** *The 7.25-acre (approximate) site (does/does not) 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/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 medium density residential (Kuna City), estate residential (Ada County) and rural urban transition (Ada County).*

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, however, per Kuna City Engineer comments (exhibit C8), a commensurate impact of City services will result with this development.*

#### **I. Commission's Recommendation:**

*Note: These motions are for the approval, conditional approval or denial of the design review application and the recommendation of approval, conditional approval or denial of the annexation and preliminary plat applications to the City Council. 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/conditional approval/denial*) of Case Nos. 19-06-ZC (*Rezone*) and 19-07-S (*Preliminary Plat*), a subdivision request from JUB Engineers to rezone one parcel consisting of approximately 7.25 acres from "A" (Agriculture) to an "R-6" (Medium Density Residential) zoning classification and to subdivide the 7.25 acres into 35 total lots (twenty-nine (33) buildable lots, six (6) common lots); AND (*approves/conditionally approves/denies*) Case No. 19-27-DR (*Design Review*), subject to 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 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 System 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. Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The applicant shall conform all corresponding Master Plans.
  6. Curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code Title 5 Chapter 17.
  7. Applicant shall work with staff in order to provide locations of street lights as required by Kuna City Code.
  8. Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.
  9. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).
  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. If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the preliminary plat.
  12. Any revisions of the plat are subject to administrative determination to rule if the revision is substantial.
  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 City Council, or seek amending them through public hearing processes.
  14. Developer/owner/applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
  15. Developer/owner/applicant shall comply with all local, state and federal laws.

**DATED** this 12<sup>th</sup> day of November, 2019.



*City of Kuna*  
Planning and Zoning Commission  
Proposed Findings of Fact and Conclusions of Law

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

Based upon the record contained in Case Nos. 19-06-ZC, 19-07-S and 19-27-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 (approves/conditionally approves/denies) Case No. 19-27-DR and recommends (*approval/denial*) of the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 19-06-ZC and 19-07-S, a request from JUB Engineers requests to rezone one parcel consisting of approximately 7.25 acres from "A" (Agriculture) to an "R-6" (Medium Density Residential) zoning classification and to subdivide the 7.25 acres into 35 total lots (twenty-nine (29) buildable lots, six (6) common lots).

*If the planning and Zoning Commission wishes to approve, deny or modify specific parts of the Findings of Facts and Conclusions of Law as detailed below, those changes must be specified.*

1. *Based on the evidence contained in Case Nos. 19-06-ZC, 19-07-S and 19-27-DR, 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 the design requirements, public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6.*

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 out to residents within 350-FT of the proposed project site on October 17, 2019 and a legal notice was published in the Kuna Melba Newspaper on October 23, 2019. The applicant posted sign on the property on November 1, 2019.*

3. *Based on the evidence contained in Case Nos. 19-06-ZC, 19-07-S and 19-27-DR, this proposal does generally comply with the Comprehensive Plan.*

**Staff Finding:** *The Comp Plan has listed numerous goals for providing a variety of housing densities and types to accommodate various lifestyles, ages and economic group in Kuna. The proposed zoning designation is R-6 (Medium Density Residential). The Comp Plan Map designates the property as Medium Density.*

4. The contents of the proposed preliminary plat application *does* contain all of the necessary requirements as listed in Kuna City Code 6-2-3: - Preliminary Plat.

**Staff Finding:** *Review by Staff of the proposed preliminary plat confirms all technical requirements listed in KCC 6-2-3 were provided.*

5. The availability of existing and proposed public services and streets *can* accommodate the proposed development.

**Staff Finding:** *Correspondence from ACHD and Kuna Public Works confirms that the streets and utility services and suitable and adequate to accommodate the proposed project. It should be noted that installation of this project will place a commensurate impact on City services.*

6. The proposed development *is* continuous with Master Utility Plans (Sewer/Water/Pressurized Irrigation).

**Staff Finding:** Correspondence from Kuna Public Works recommends the applicant be required to conform to the Master Sewer Plan, Master Water Plan and Master Pressurized Irrigation Plan, therefore satisfying this requirement.

7. The public *does* have the financial capability to provide supporting services to the proposed development.

**Staff Finding:** Throughout the development of the project and beyond, connection fees, impact fees (Fire, police, Park and Ada County Highway District), and property taxes will be collected, therefore satisfying the financial capability to provide supporting services.

8. The proposed project *does* consider health and safety of the public and the surrounding area's environment.

**Staff Finding:** Connection to City services, as well as other public improvements such as streetlights, fire hydrants, sidewalks, bike lanes, etc. are required to be implemented as a part of this project. No major wildlife habitats will be impacted by the proposed development.

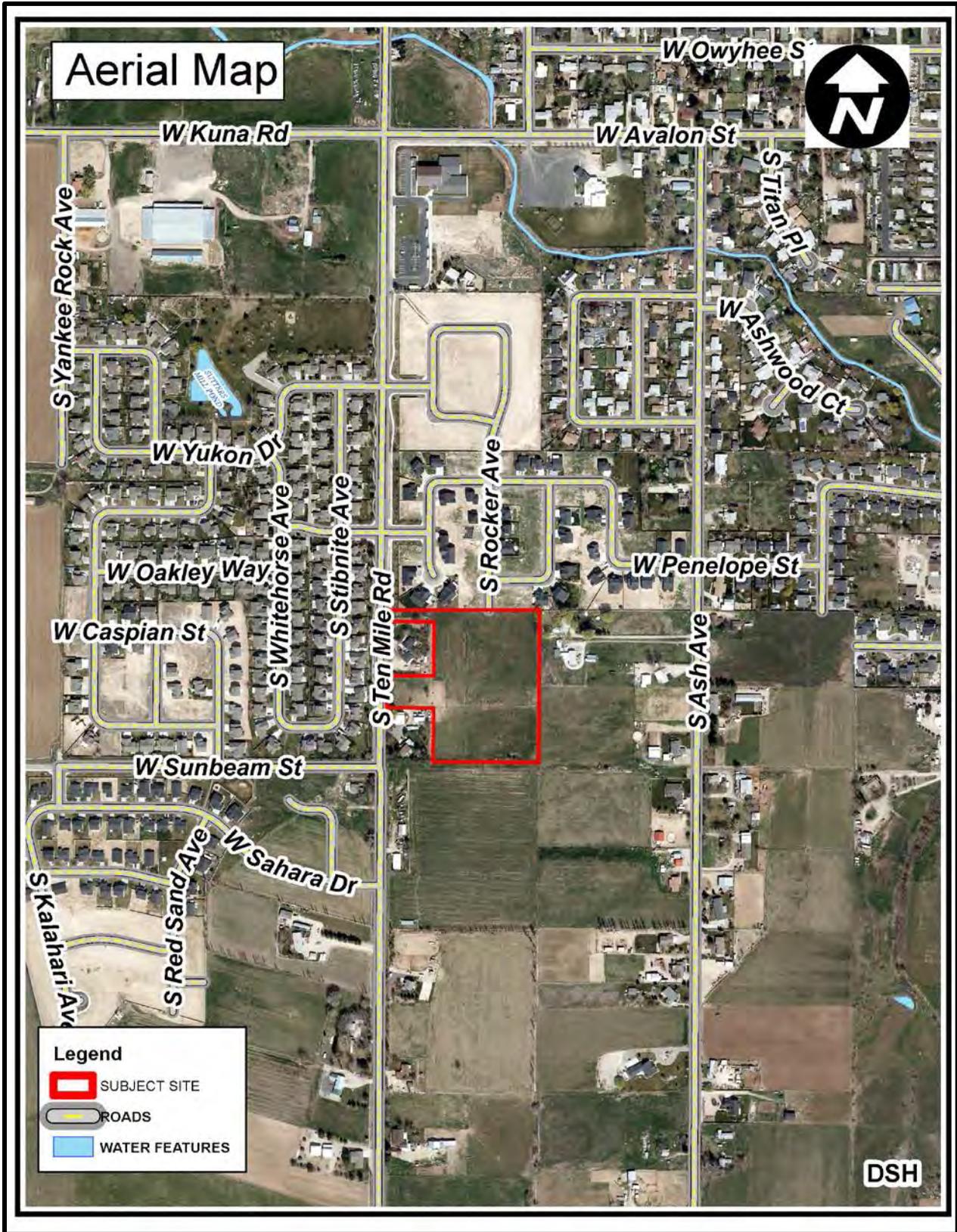
9. All private landowners *have* consented to annexation.

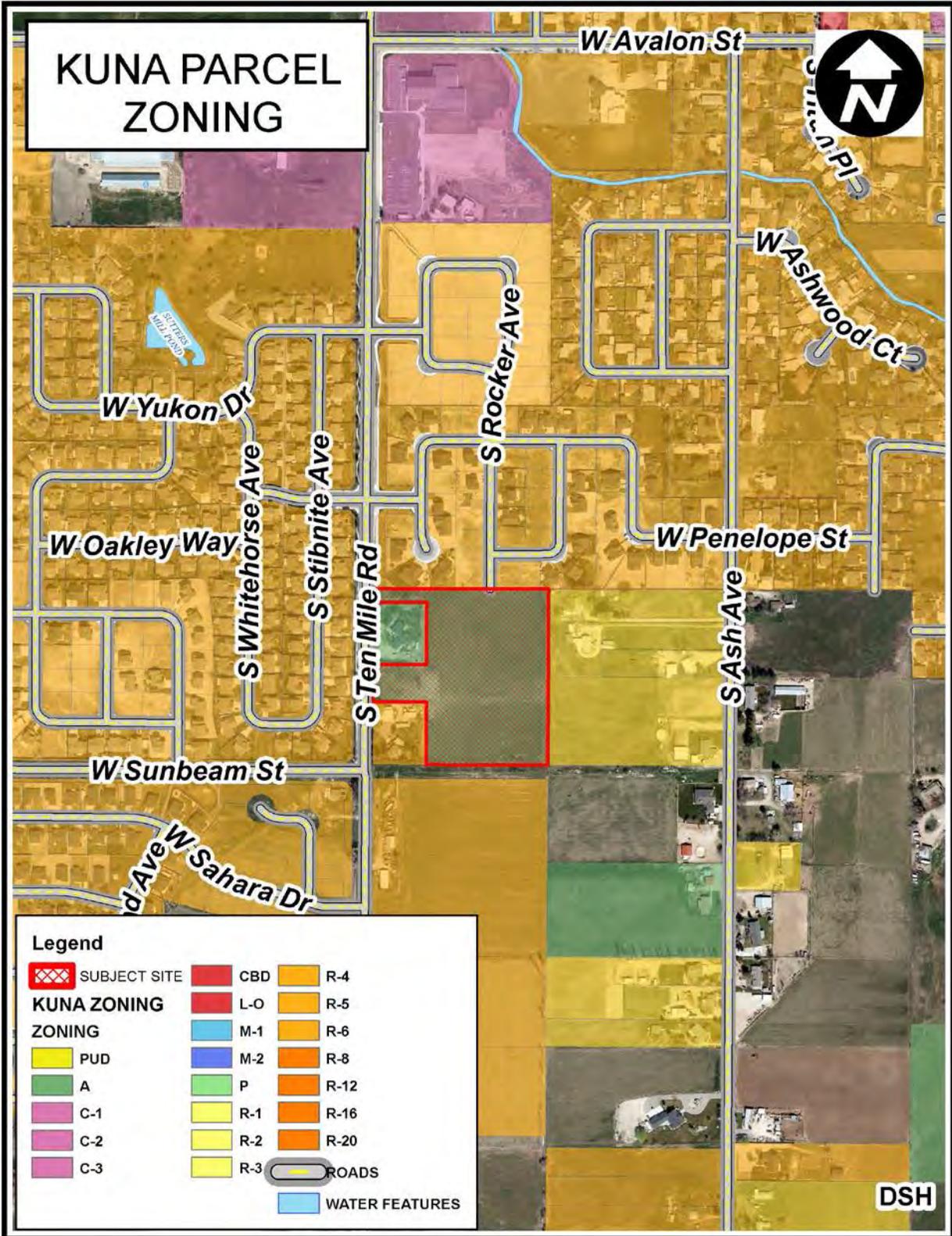
**Staff Finding:** An affidavit of legal interest was signed by Carl Bader allowing JUB Engineers to act on their behalf of this project, therefore consenting to the rezone of the proposed project site.

10. The proposed project lands *are* contiguous or adjacent to property within Kuna City Limits.

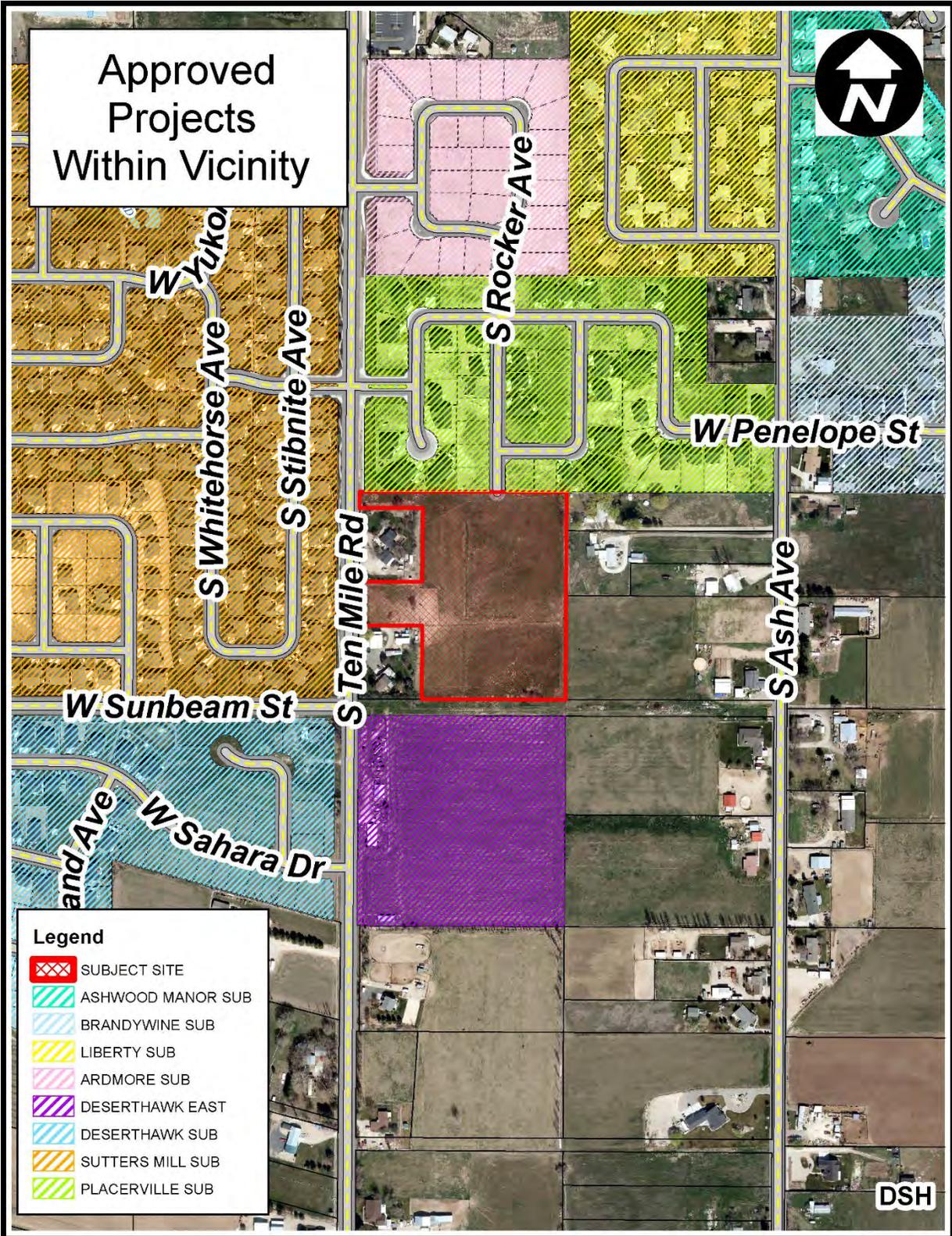
**Staff Finding:** The parcel is contiguous with City limits to the north, west and south.

**DATED** this 12<sup>th</sup> day of November, 2019.

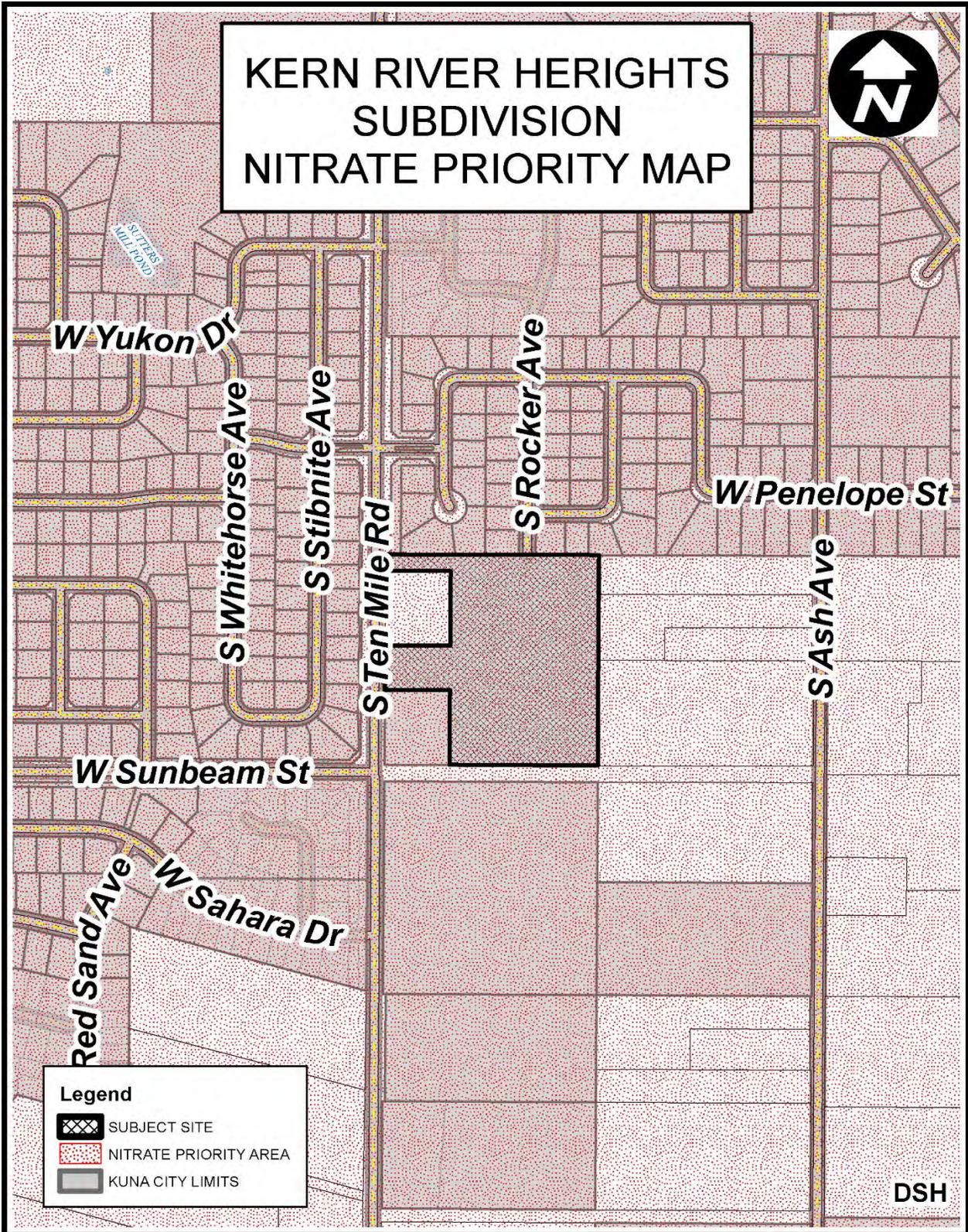














**City of Kuna**  
**Planning & Zoning**  
**Department**  
 PO. Box 13  
 Kuna, ID 83634  
 208.922.5274  
 www.kunacity.id.gov

## Preliminary Plat Checklist

Preliminary Plats require 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:** Kern River Heights Sub      **Applicant:** JOB Engineers

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

Applicant (✓)	Description	Staff (✓)
<input checked="" type="checkbox"/>	Electronic copy of all required submittal items.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Completed and signed Commission & Council Review Application.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Vicinity map showing relationship of the proposed plat to the surrounding area with a 2-mile radius.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Homeowner's maintenance agreement for the care of landscaped common areas.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Legal description of the preliminary plat 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.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Proof of ownership—A copy of your deed and Affidavit of Legal Interest (for all interested parties involved).	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Letter of intent indicating reasons and details for preliminary plat.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Commitment of Property Posting form signed by the applicant/agent.	<input checked="" type="checkbox"/>
N/A	If preliminary plat includes 100 lots or more, please submit a traffic impact study.	<input type="checkbox"/>
<input checked="" type="checkbox"/>	A letter from Ada County Engineer with the Subdivision Name reservation. A name change needs to be submitted and approved by the Planning & Zoning Director and Ada County Engineer.	<input checked="" type="checkbox"/>
N/A	Phasing Plan	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Landscape plan for subdivision entrances, buffers, common areas, etc.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Neighborhood meeting certification (certification & neighborhood meeting list forms shall accompany this application).	<input type="checkbox"/>
<input checked="" type="checkbox"/>	8 1/2 x 11 proposed preliminary plat.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<p>Preliminary plat drawing on 24x36 quality paper drawn to scale of 1 to 100' or more. The following information shall be contained on the preliminary plat:</p> <ul style="list-style-type: none"> <li>◇ Topography at two-foot (2') intervals</li> <li>◇ Land uses (location, layout, types &amp; dimensions): residential, commercial &amp; industrial land uses.</li> <li>◇ Street right-of-way: dimensions of right-of-way dedication for all roadways, street sections, improvements, etc.</li> <li>◇ Easements/common space: utility easements, parks, community spaces</li> <li>◇ Lots: layout and dimensions of lots</li> <li>◇ Preliminary improvement drawing: show water, sewer, drainage, electricity, irrigation, telephone, natural gas, proposed street lighting, proposed street names, proposed subdivision name, fire hydrant placement, storm water disposal, underground utilities, and sidewalks.</li> </ul>	<input checked="" type="checkbox"/>

*NOTE: 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, etc. 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

## 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.

<b>Project name:</b>	<b>Applicant:</b>
Kern River Heights Subdivision	JUB Engineers

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.	✓
✓	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**  
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)	19-07-S 19-27-DK 19-06-2C
Project name	Kern River Heights Sub
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>Carl Bader</u>	Phone Number: _____
Address: <u>750 S Ten Mile Rd</u>	E-Mail: _____
City, State, Zip: <u>Kuna, Id 83634</u>	Fax #: _____
Applicant (Developer): <u>Ryan Minert</u>	Phone Number: <u>208-639-3262</u>
Address: <u>3327 N. Eagle Road Suite #110-148</u>	E-Mail: <u>ryan@iagroupplc.com</u>
City, State, Zip: <u>Meridian, Idaho 83646</u>	Fax #: _____
Engineer/Representative: <u>Wendy Shrief</u>	Phone Number: <u>208-376-7330</u>
Address: <u>250 S Beechwood Dr, Ste 201</u>	E-Mail: <u>wshrief@jub.com</u>
City, State, Zip: <u>Boise, ID 83709</u>	Fax #: _____

**Subject Property Information**

Site Address: <u>750 S Ten Mile Rd Kuna ID 83634</u>
Site Location (Cross Streets): <u>NE corner of S. Ten Mile Road and W. Sunbeam Street</u>
Parcel Number (s): <u>R5070503500</u>
Section, Township, Range: <u>Section 26, T 2N, R 1W</u>
Property size : <u>7.24 acres</u>
Current land use: <u>agriculture</u> Proposed land use: <u>Residential</u>
Current zoning district: <u>A : Kuna</u> Proposed zoning district: <u>R-6</u>

Exhibit  
AI

**Project Description**

Project / subdivision name: Kern River Heights Subdivision  
General description of proposed project / request: Single-Family Residential Subdivision

Type of use proposed (check all that apply):  
 Residential Single-Family  
 Commercial \_\_\_\_\_  
 Office \_\_\_\_\_  
 Industrial \_\_\_\_\_  
 Other \_\_\_\_\_

Amenities provided with this development (if applicable): common areas with landscaping

**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: 29 Number of building lots: 29  
Number of common and/or other lots: 6  
Type of dwellings proposed:  
 Single-Family 29  
 Townhouses \_\_\_\_\_  
 Duplexes \_\_\_\_\_  
 Multi-Family \_\_\_\_\_  
 Other \_\_\_\_\_  
Minimum Square footage of structure (s): To be determined  
Gross density (DU/acre-total property): 4.00 DU/ac Net density (DU/acre-excluding roads): 6.26 Du/ac  
Percentage of open space provided: 9.1% Acreage of open space: 0.66 acres  
Type of open space provided (i.e. landscaping, public, common, etc.): Landscaping buffers along streets and common areas with landscaping

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

Number of building lots: \_\_\_\_\_ Other lots: \_\_\_\_\_  
Gross floor area square footage: \_\_\_\_\_ Existing (if applicable): \_\_\_\_\_  
Hours of operation (days & hours): \_\_\_\_\_ Building height: \_\_\_\_\_  
Total number of employees: \_\_\_\_\_ Max. number of employees at one time: \_\_\_\_\_  
Number and ages of students/children: \_\_\_\_\_ Seating capacity: \_\_\_\_\_  
Fencing type, size & location (proposed or existing to remain): \_\_\_\_\_

Proposed Parking: a. Handicapped spaces: \_\_\_\_\_ Dimensions: \_\_\_\_\_  
b. Total Parking spaces: \_\_\_\_\_ Dimensions: \_\_\_\_\_  
c. Width of driveway aisle: \_\_\_\_\_

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

Applicant's Signature: Wendy Shrief Date: 8/16/19



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

August 16, 2019

City of Kuna  
751 W. 4<sup>th</sup> Street  
Kuna, Idaho 83634

**RE: KERN RIVER HEIGHTS SUBDIVISION – REZONE APPLICATION AND PRELIMINARY PLAT**

To Whom It May Concern:

On behalf of our client, D. Ryan Minert, please accept this request for Rezone and Preliminary Plat for the Kern River Heights Subdivision located on the northeast corner of S. Ten Mile Road and W. Sunbeam Street, in Kuna, Idaho. The proposed development includes a total of 29 residential lots on 7.25 acres.

**Rezone**

The request is to zone the entire 7.24 acres to R-6 (Medium Density Residential). The existing zoning for the subject property is A (Agriculture ) in Ada County. The requested zoning designation is R-6 (Medium Density Residential) which is consistent with the City of Kuna Comprehensive Plan Future Land Use Map for the project area. The proposed density for the residential development is 4.0 dwelling units per acre; R-6 zoning is being requested to allow for additional flexibility in the design of the subdivision. The proposed subdivision is bordered to the north by Placerville Subdivision and to the east by Sutter’s Mill Subdivision.

**Preliminary Plat**

The design of the project is intended to complement the existing single-family residential uses in the area. The 7.24 acre property will be divided into 35 lots, which will include 29 single-family lots and 6 common lots. The smallest buildable lot will measure 5,085 square feet and the average lot size will be 6,949 square feet. There will be 4.0 dwelling units per acre. The open space is design to meet the minimum requirements set forth in the Kuna City Code 5-7-11 and the landscaping will be emplaced in compliance with the provisions listed in Kuna City Code 5-17 and will be subject to Design Review.

There are adequate public services available to this area to serve the subdivision. Sewer and water utilities will be extended into the site from existing main lines in surrounding developments. The development will be served with public sewer and water by the City of Kuna. Fire protection will be available through the Kuna Fire Department. A pressurized irrigation system will be provided for the development with operation and maintenance of the facility being provided by the City of Kuna. Storm water will be retained on site and designed by a civil engineer in accordance with City of Kuna and ACHD requirements.

Access to the development will be provided on W. Sunbeam Street and S. Rocker Ave.

The enclosed applications have been submitted in accordance with the requirements of the City of Kuna. The development has been designed in accordance with the City of Kuna's Code and Comprehensive Plan. Please contact me at 376-7330 if you have any questions regarding this application.

Sincerely,  
**J-U-B ENGINEERS, Inc.**

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

Wendy Shrief, AICP

**EXHIBIT "A"**  
**Kern River Subdivision**  
**Boundary Description**

*Project No. 10-19-076      August 13, 2019*

A tract of land situate in the southwest quarter of the northwest quarter of Section 26, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, County of Ada, State of Idaho, and being more particularly described as follows:

Commencing at the northwest corner of said Section 26; thence from said Point of Commencement, South 00°20'23" West, along the west line of said Section 26, a distance of 2,644.28 feet to the west quarter corner of said Section 26; thence along the south line of the northwest quarter of said Section 26, South 89°48'56" East, a distance of 218.00 feet to a point on a line lying 218.00-feet easterly of and parallel with, the west line of said Section 26; thence leaving said south line, North 00°20'23" East, along said parallel line, a distance of 25.00 feet to the **Point of Beginning** of this description;

thence from said **Point of Beginning**, the following seven (7) consecutive courses and distances:

1. continuing North 00°20'23" East, along said parallel line, a distance of 225.60 feet to a point on a line lying 250.6-feet northerly of and parallel with, the south line of the northwest quarter of said Section 26,
2. North 89°48'56" West, along said parallel line, a distance of 193.00 feet to a point on a line lying 25.00-feet easterly of and parallel with, the west line of said Section 26,
3. North 00°20'23" East, along said parallel line, a distance of 134.62 feet to a point on a line lying 275.6-feet southerly of and parallel with, the north line of Lot 20 as shown on the Plat of the Kuna Orchard Tracts recorded in Book 6 of plat books, at Page 291, Ada County Records,
4. South 89°51'52" East, along said parallel line, a distance of 193.00 feet, to a point on a line lying 218.00-feet easterly of and parallel with, the west line of said Section 26,
5. North 00°20'23" East, along said parallel line, a distance of 225.60 feet to a point on a line lying 50.00-feet southerly of and parallel with, the north line of said Lot 20,
6. North 89°51'52" West, along said parallel line, a distance of 193.00 feet to a point on a line lying 25.00-feet easterly of and parallel with, the west line of said Section 26, and
7. North 00°20'23" East, along said parallel line, a distance of 50.00 feet to the northwest corner of said Lot 20, said corner also being the southwest corner of

the Placerville Subdivision recorded in Book 99 of plats, at Pages 12,726 through 12,728 inclusive, Ada County Records;

thence along the respective northerly, easterly, and southerly lines of said Lot 20, the following three (3) consecutive courses and distances:

1. South 89°51'52" East, along the southerly line of said Placerville Subdivision, a distance of 632.46 feet to the northeast corner of said Lot 20,
2. South 00°19'47" West, a distance of 636.35 feet to the southeast corner of said Lot 20, and
3. North 89°48'56" West, a distance of 439.57 feet to the **Point of Beginning**.

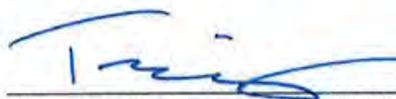
Containing an area of 7.24 acres of land, more or less.

The above-described tract of land is shown on Exhibit "B", attached hereto and made a part hereof.

End of Description.

**J-U-B ENGINEERS, Inc.**

This description was prepared by me or under my supervision. If any portion of this description is modified or removed without the written consent of Timothy Harrigan, PLS, all professional liability associated with this document is hereby declared null and void.

  
\_\_\_\_\_  
Timothy Harrigan, PLS 17665

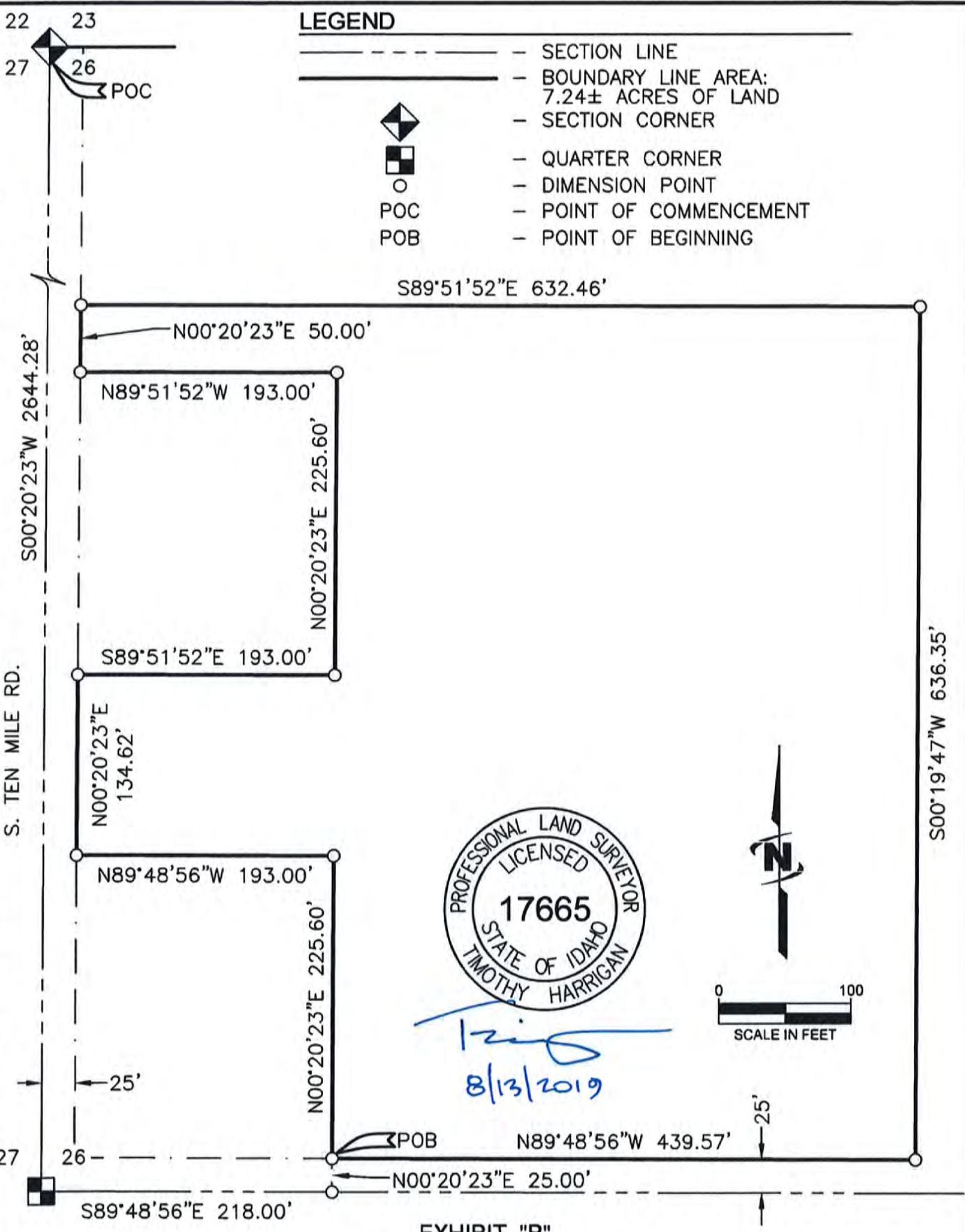


8/13/2019  
Date

\\boisefiles\public\Projects\JUB\10-19-076\_Kuna Boder 7 Ac\CAD\Survey\Legal Descriptions\Dwg\10-19-076 Boundary Exh B.dwg, 08/13/19 08:13:09am, tharrigan

### LEGEND

-  SECTION LINE
-  BOUNDARY LINE AREA: 7.24± ACRES OF LAND
-  SECTION CORNER
-  QUARTER CORNER
-  DIMENSION POINT
-  POINT OF COMMENCEMENT
-  POINT OF BEGINNING



### EXHIBIT "B"

### KERN RIVER SUBDIVISION BOUNDARY DESCRIPTION

A PORTION OF THE SW 1/4 OF THE NW 1/4 OF SEC. 26, T2N, R1W, BM  
CITY OF KUNA, COUNTY OF ADA, STATE OF IDAHO

SHEET  
1 OF 1



PRJ NO: 10-19-076



Order Number: 13223792

### Warranty Deed

For value received,

**Timothy A. Hill and Pamela K. Lowe, husband and wife**

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

*CB* **Carl Bader a single man**

whose current address is 780 S. Ten Mile Road Kuna, Idaho 83634

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

All of Lot 20 of Kuna Orchard Tracts, according to the official plat thereof, filed in Book 6 of Plats at Page 291, official records of Ada County, Idaho.

Except the following described tract:

That portion of Lot 20, Kuna Orchard Tracts, more particularly described as follows:

Beginning at the Northwest corner of said Lot 20; thence  
South along the West boundary of said Lot 20, a distance of 275.6 feet to a point; thence  
East parallel to the North boundary of said Lot 20, a distance of 193 feet to a point; thence  
North, parallel to the West boundary of said Lot 20, a distance of 275.6 feet to a point on the North boundary of said  
Lot 20; thence  
West along the North boundary 193 feet, more or less, to the Point of Beginning.

Except the North 50 feet thereof.

And further excepting therefrom the following described tract:

That portion of Lot 20, Kuna Orchard Tracts, more particularly described as follows:

Beginning at the Southwest corner of said Lot 20 Kuna Orchard Tracts; thence  
North along the West boundary of said Lot 20, a distance of 225.6 feet to a point; thence  
East and parallel to the South boundary of said Lot 20, a distance of 193 feet to a point; thence  
South, and parallel to the West boundary of said Lot 20, a distance of 225.6 feet to a point; thence  
West along the South boundary of said Lot 20, a distance of 193 feet to the Point of Beginning.

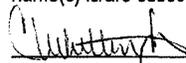
To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those 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.

  
Timothy A. Hill

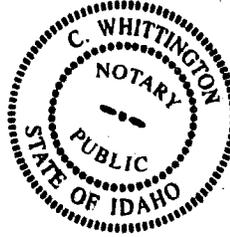
  
Pamela K. Lowe

State of Idaho, County of Ada, ss.

On this 20<sup>th</sup> day of June in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy A. Hill and Pamela K. Lowe, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:  
(seal)

Residing at: Boise, Idaho  
Commission expires: 08/15/2014





# City of Kuna AFFIDAVIT OF LEGAL INTEREST

City of Kuna  
Planning & Zoning  
Department  
P.O. Box 13  
Kuna, ID 83634  
208.922.5274  
www.kunacity.id.gov

State of Idaho) ) ss.  
County of Ada)

I, CARL J. BADER 780 So TEN Mile Rd  
Name Address  
KUNA ID 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 \_\_\_\_\_ 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 8 day of August, 2019

Carl J. Bader  
Signature

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

Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

WHITNEY SCOTT  
COMMISSION #45787  
NOTARY PUBLIC  
STATE OF IDAHO  
MY COMMISSION EXPIRES 11/10/2023



*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](http://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.

Wgald  
Applicant/agent signature:

8/9/19  
Date:

## Wendy Shrief

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**From:** Sub Name Mail <subnamemail@adacounty.id.gov>  
**Sent:** Friday, July 19, 2019 4:18 PM  
**To:** Wendy Shrief  
**Subject:** Kern River Heights Subdivision Name Reservation

### [External Email]

July 19, 2019

Wendy Shrief, J-U-B Engineers

RE: Subdivision Name Reservation: **KERN RIVER HEIGHTS SUBDIVISION**

At your request, I will reserve the name **Kern River Heights Subdivision** for your project. 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*

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**From:** Wendy Shrief [mailto:wshrief@jub.com]  
**Sent:** Wednesday, July 17, 2019 3:19 PM  
**To:** Sub Name Mail  
**Subject:** RE: Name Request - Kern River Heights Subdivision

Hello,

Correct parcel number is R5070503500

Wendy Kirkpatrick Shrief, AICP  
*Planner*

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**From:** Sub Name Mail <subnamemail@adacounty.id.gov>  
**Sent:** Wednesday, July 17, 2019 2:32 PM  
**To:** Wendy Shrief <wshrief@jub.com>  
**Subject:** RE: Name Request - Kern River Heights Subdivision

### [External Email]

Wendy;

Please verify the parcel number. It does not appear to be correct.



**Glen Smallwood**  
**Surveying Technician**  
Ada County Development Services  
200 W. Front St., Boise, ID 83702  
(208) 287-7926 office  
(208) 287-7909 fax

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**From:** Wendy Shrief [<mailto:wshrief@jub.com>]  
**Sent:** Wednesday, July 17, 2019 11:20 AM  
**To:** Sub Name Mail  
**Subject:** Name Request - Kern River Heights Subdivision

Hello,

I would live to reserve the name "Kern River Heights Subdivision" for a property located in Kuna at 750 S. Ten Mile Parcel # R50503500 2N 1W Section 26

JUB is the Engineer / Surveyor  
Developer is D. Ryan Minert

Wendy Kirkpatrick Shrief, AICP  
*Planner*  
J-U-B ENGINEERS, Inc.  
250 S. Beechwood Avenue, Suite 201, Boise, ID 83709  
e [wshrief@jub.com](mailto:wshrief@jub.com) w [www.jub.com](http://www.jub.com) [[jub.com](http://jub.com)] [[linkprotect.cudasvc.com](http://linkprotect.cudasvc.com)]  
p 208 376 7330 c 208 559 1760



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# PRELIMINARY PLAT FOR KERN RIVER HEIGHTS SUBDIVISION

SITUATED IN THE SOUTHWEST QUARTER IF THE NORTHWEST QUARTER OF SECTION 26,  
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,

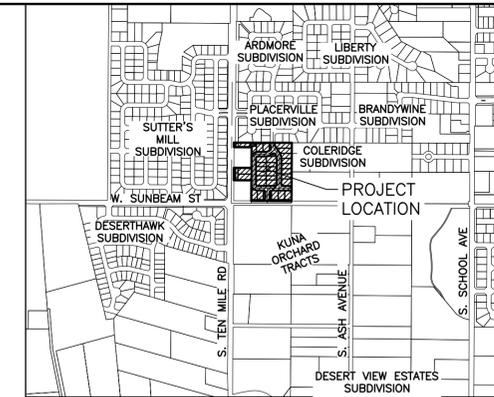
KUNA, IDAHO  
2019

## BOUNDARY LEGEND

- Subdivision Boundary Line
- Section Line
- Center Line
- Right-of-way Line
- Existing Parcel Line
- Section Corner
- Quarter-Section Corner
- Property Corner

0 50 100

SCALE IN FEET



VICINITY MAP  
SCALE: 1"=2000'

**JUB**  
J-U-B ENGINEERS, INC.  
250 S. Beechwood Ave.  
Suite 201  
Boise, ID 83709-0944  
Phone: 208.376.7330  
www.jub.com



NO.	DESCRIPTION	BY	DATE

## NOTES:

- CONTOUR AND SPOT ELEVATION DATA IS REFERENCED TO NAVD '88 DATUM.
- THE STREETS WITHIN THIS DEVELOPMENT ARE PUBLIC STREETS. THE PUBLIC STREET SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA COUNTY HIGHWAY DISTRICT (ACHD) STANDARDS FOR PUBLIC STREETS WITH A MINIMUM GRADIENT OF 0.40%.
- ALL LOTS ARE RESIDENTIAL BUILDING LOTS EXCEPT LOT 1, BLOCK 1, LOT 1, BLOCK 2, LOT 7, BLOCK 4, LOT 3, BLOCK 5, AND LOTS 1, AND 4, BLOCK 6, WHICH ARE COMMON AREA DRAINAGE STORAGE LOTS.
- STORMWATER RUN-OFF GENERATED ON THIS SITE SHALL HAVE A QUALITY CONTROL TREATMENT PRIOR TO BEING CONVEYED TO ONSITE STORAGE FACILITIES.
- PUBLIC UTILITIES SHALL INCLUDE WATER, SEWER, ELECTRIC POWER, NATURAL GAS, TELEPHONE, AND CABLE TELEVISION.
- THIS SUBDIVISION WILL RECEIVE PRESSURIZED IRRIGATION FROM THE CITY PRESSURE IRRIGATION SYSTEM. THE PRESSURE IRRIGATION SYSTEM SHALL BE OWNED AND MAINTAINED BY KUNA IRRIGATION.
- 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."
- DOMESTIC AND FIRE PROTECTION WATER SHALL BE PROVIDED BY THE CITY OF KUNA.
- SANITARY SEWER COLLECTION SHALL BE PROVIDED BY THE CITY OF KUNA.
- IRRIGATION DITCHES THROUGH THE PROJECT SHALL BE PIPED WHERE THEY CROSS ROADWAYS WITH ALL STRUCTURES LOCATED BEYOND ANY PUBLIC RIGHT-OF-WAY.
- LANDSCAPED COMMON LOTS ARE LOCATED THROUGHOUT THE PROJECT AND ARE IDENTIFIED ON THE PLAN. THESE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT WITH THE CITY OF KUNA.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN AFFECT AT THE TIME OF THE RE-SUBDIVISION.
- THE OWNER SHALL COMPLY WITH IDAHO CODE, SECTION 31-3805 OR ITS PROVISIONS THAT MAY APPLY TO IRRIGATION RIGHTS.
- A STORMWATER DRAINAGE EASEMENT SHALL BE RESERVED ON THE DRAINAGE LOTS FOR THE BENEFIT OF ACHD. LANDSCAPING OVER SAID LOTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND ACHD SHALL PROVIDE HEAVY MAINTENANCE OF THE STORM DRAINAGE FACILITIES AS DEFINED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR KERN RIVER HEIGHTS SUBDIVISION.
- THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP NO. 16001C0400 J, COMMUNITY PANEL NO. 0400, WHICH BEARS AN EFFECTIVE DATE OF OCTOBER 2, 2003 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

## FIRE DISTRICT:

KUNA FIRE DISTRICT  
150 W. BOISE STREET  
KUNA, ID 83634  
PHONE: (208) 922-1144

## SCHOOL DISTRICT:

KUNA SCHOOL DISTRICT  
711 E. PORTER STREET  
KUNA, ID 83634  
PHONE: (208) 922-1000

## OWNER

CARL BADER  
780 S. TEN MILE RD.  
KUNA, ID 83643

## DEVELOPER

RYAN MINERT  
3327 N. EAGLE ROAD  
SUITE #110-148  
MERIDIAN, IDAHO 83646  
208-639-3262

## LAND SURVEYOR

TIMOTHY HARRIGAN, P.L.S.  
J-U-B ENGINEERS  
250 S. BEECHWOOD AVE.  
STE. 201  
BOISE, ID 83709  
208-376-7330

## LAND USE SUMMARY

TOTAL AREA: 7.25 AC.  
TOTAL LOTS: 35 LOTS  
RESIDENTIAL LOTS: 29 LOTS  
COMMON AREA LOTS: 6 LOTS  
RESIDENTIAL DENSITY: 4.00 DU/AC  
COMMON AREA: 0.66 AC. (9.1%)  
AVERAGE LOT SIZE: 6,949 S.F.  
SMALLEST LOT: 5,085 S.F.  
EXISTING ZONE: A  
PROPOSED ZONE: R-6

## IRRIGATION DISTRICT:

BOISE PROJECT BOARD OF CONTROL  
2465 OVERLAND ROAD  
BOISE, ID 83705  
PHONE: (208) 344-1141

## CIVIL ENGINEER

ANDREW NEWELL, P.E.  
J-U-B ENGINEERS  
250 S. BEECHWOOD AVE.  
STE. 201  
BOISE, ID 83709  
208-376-7330

## SEWER & WATER:

CITY OF KUNA  
6950 S TEN MILE RD  
MERIDIAN, ID. 83634  
PHONE: (208) 287-1729 (SEW)  
PHONE: (208) 287-1725 (WAT)

## PRESSURE IRRIGATION:

CITY OF KUNA  
6950 S TEN MILE RD  
MERIDIAN, ID. 83634  
PHONE: (208) 287-1725

## POWER:

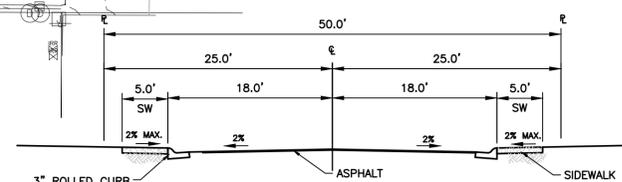
IDAHO POWER  
VIC STEELMAN  
1221 W. IDAHO STREET  
BOISE, ID. 83702  
PHONE: (208) 388-2323

## ROADWAYS

ADA COUNTY HIGHWAY DISTRICT  
1301 N. ORCHARD ST  
BOISE, ID. 83706  
PHONE: (208) 387-6100

## LEGEND

EXISTING		PROPOSED
-S-	SANITARY SEWER LINE	-S-S-
-W-	WATER LINE	-W-W-
-G-	GRAVITY IRRIGATION PIPE	-G-G-
-P-	PRESSURE IRRIGATION LINE	-P-P-
-D-	STORM DRAIN LINE	-D-D-
-C-	CENTERLINE	-C-C-
-L-	LOT LINE	-L-L-
-V-	6" VERTICAL CURB & GUTTER	-V-V-
-R-	ROLLED CURB & GUTTER	-R-R-
-S-	5' SIDEWALK	-S-S-
-M-	SEWER MANHOLE	-M-
-F-	DITCH FLOW LINE	-F-
-I-	IRRIGATION MANHOLE	-I-
-L*	STREET LIGHT	-L*
-T*	TREE DECIDUOUS	-T*
-C*	TREE CONIFER	-C*
-E-	EDGE OF PAVEMENT	-E-
-G-	GAS LINE	-G-
-F-	FENCE LINE	-F-
-H*	FIRE HYDRANT	-H*
-2650	5' CONTOUR LINE	-2650
-2651	1' CONTOUR LINE	-2651



TYPICAL 50' STREET SECTION  
SCALE: N.T.S.



BOUNDARY  
CERTIFICATION

Plot Date: 12/20/19 9:55 AM Plotted By: Everett Earmest Date Created: 12/12/19 10:51:05 AM Project: JUB 10-19-076 KUNA BADER 7 AC CAD SHEET 10-19-076 PRE-PLAT.DWG

KERN RIVER HEIGHTS SUBDIVISION  
KUNA, IDAHO  
PRE-PLAT

FILE: 10-19-076 PRE-PLAT  
JUB PROJ. #: 10-19-076  
DRAWN BY: ...  
DESIGN BY: ...  
CHECKED BY: ...  
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
LAST UPDATED: 8/13/2019  
SHEET NUMBER:  
**PP-01**



J-U-B COMPANIES



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

July 19, 2019

**RE: NEIGHBORHOOD MEETING for a proposed subdivision on Thursday July 25, 2019**

Dear Property Owner:

You are invited to attend a Neighborhood Meeting for Kern River Heights Subdivision, a single-family residential development:

- Thursday, July 25 at 6:00 p.m.
- Meeting will be held at the location of the proposed subdivision at 750 S. Ten Mile in Kuna. Meeting location is shown on enclosed map.

The subdivision project is located on the east side of S. Ten Mile Road, at the northeast intersection of S. Ten Mile Road and W. Sunbeam Street. The subdivision consists of 29 residential lots on approximately 7.25 acres (see reverse side for project location.) An application will be submitted to the City of Kuna consisting of a Preliminary Plat and a Rezone Application to request R-6 zoning. The property has been annexed into the City of Kuna.

Should you have any questions prior to the meeting or cannot attend, please do not hesitate to contact me at [wshrief@jub.com](mailto:wshrief@jub.com) or at 208-376-7330.

Sincerely,  
J-U-B ENGINEERS, Inc.

Wendy Shrief, AICP  
Planner

## NEIGHBORHOOD MEETING MINUTES

Meeting Date: 7/25/19 Number of Attendees: 2 + JOB Staff  
Meeting Location: On site - 750 S. Ten Mile in Kuna

### Description of Project Presented:

29 lot residential subdivision with rezone to R-6

### Attendee's comments:

Neighbors had questions about access points and about whether homes would be placed next to their existing homes.

Neighbors were pleased with locations of common lots and entrance to subdivision

I hereby certify that the above information is complete and correct to the best of my knowledge.

Wendy Shrief

Printed Name

Signature

WJ

7/29/19  
Date

# SIGN IN SHEET

**PROJECT NAME:** Kern River Heights

**Date:** 7/25/19

	<u>Name</u>	<u>Address</u>	<u>Zip</u>	<u>Phone</u>
1	<del>Jalyn...</del>			559-6919
2	Eric Clark	22 S. Ten Mile	83634	208-919-8814
3				
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## Parcels



County	Parcel	Primary Owner	Property Address	Property City	Subdivision
Ada	<a href="#">R1510310010</a>	TALBOT HEATHER LEA	625 S ASH AVE	KUNA, ID 83634-0000	COLERIDGE SUB
Ada	<a href="#">R1510310030</a>	MICHAELSON ALAN M	655 S ASH AVE	KUNA, ID 83634-0000	COLERIDGE SUB
Ada	<a href="#">R1510310050</a>	WIEBUSCH DOUGLAS	685 S ASH AVE	KUNA, ID 83634-0000	COLERIDGE SUB
Ada	<a href="#">R1814290360</a>	DESERTHAWK SUB HOA	W SAHARA DR	KUNA, ID 83634-0000	DESERTHAWK SUB NO
Ada	<a href="#">R5070501800</a>	CHALLENGER DEVELOPMENT INC	874 S TEN MILE RD	KUNA, ID 83634-0000	KUNA ORCHARD TRAC
Ada	<a href="#">R5070502020</a>	HUDON MISTY D	847 S ASH AVE	KUNA, ID 83634-0000	KUNA ORCHARD TRAC
Ada	<a href="#">R5070503200</a>	NEWMAN DOUGLAS A	755 S ASH AVE	KUNA, ID 83634-0000	KUNA ORCHARD TRAC
Ada	<a href="#">R5070503500</a>	BADER CARL	750 S TEN MILE RD	KUNA, ID 83634-0000	KUNA ORCHARD TRAC
Ada	<a href="#">R5070503550</a>	BADER CARL J	780 S TEN MILE RD	KUNA, ID 83634-0000	KUNA ORCHARD TRAC
Ada	<a href="#">R5070503580</a>	CLARK ERIC	722 S TEN MILE RD	KUNA, ID 83634-0000	KUNA ORCHARD TRAC
Ada	<a href="#">R7100120090</a>	SILVER FALLS HOA INC	S TEN MILE RD	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120100</a>	MCKAY TYLER M	513 S RETORT PL	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120110</a>	HIRTLE JOEL W	535 S RETORT PL	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120120</a>	SMART FLOYD	577 S RETORT PL	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120130</a>	BENDALL FAMILY TRUST 12/11/17	566 S RETORT PL	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120140</a>	HOYLE JAYMIE D	524 S RETORT PL	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120150</a>	HAYES TODD	502 S RETORT PL	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120200</a>	CALLAHAN MCKENZIE	487 S ROCKER AVE	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120210</a>	FRONTINO JULI LINN	521 S ROCKER AVE	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120220</a>	MCCASLIN DAVID A	553 S ROCKER AVE	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120230</a>	SANDERS DEREK L	565 S ROCKER AVE	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120240</a>	BEAVERS ROGER W	587 S ROCKER AVE	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120270</a>	DULIN JEANNIE C	488 S ROCKER AVE	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120280</a>	ONIEDA DILLON J	512 S ROCKER AVE	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120290</a>	HARDIN MASON D	534 S ROCKER AVE	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120300</a>	BROWN JOSHUA L	535 S TAILINGS AVE	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120310</a>	FRAZIER SCOTT R	513 S TAILINGS AVE	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120320</a>	EMIDY THOMAS	497 S TAILINGS AVE	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120490</a>	BUSTAMANTE WILLIAM J	1533 W SCOOP ST	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120500</a>	CURTIS CLINTON J	1511 W SCOOP ST	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120510</a>	COTHERN CYNTHIA	1489 W SCOOP ST	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120520</a>	DOBRAWSKY DANIEL R	1467 W SCOOP ST	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120530</a>	NEVILLE ERIC P	546 S TAILINGS AVE	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120540</a>	BREIER TODD J	524 S TAILINGS AVE	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120550</a>	KONDRATYUK IRINA	502 S TAILINGS AVE	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120610</a>	SORENSEN JONATHAN W	531 S WHIM AVE	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120620</a>	BELIERA JUDITH E	1429 W PENELOPE ST	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R7100120630</a>	GEORGE BART BOONE	1407 W PENELOPE ST	KUNA, ID 83634-0000	PLACERVILLE SUB
Ada	<a href="#">R8232270380</a>	POWELL CLYDE L JR	550 S STIBNITE AVE	KUNA, ID 83634-0000	SUTTERS MILL SUB NC
Ada	<a href="#">R8232270390</a>	SUTTERS MILL SUB NO 1 HOA INC	W PLACERVILLE DR	KUNA, ID 83634-0000	SUTTERS MILL SUB NC
Ada	<a href="#">R8232300010</a>	SUTTER'S MILL SUBDIVISION NO 1 HOMEOWNERS' ASSOCIATION	S TEN MILE RD	KUNA, ID 83634-0000	SUTTERS MILL SUB NC
Ada	<a href="#">R8232300020</a>	WILKS JOSHUA MICHAEL	594 S STIBNITE AVE	KUNA, ID 83634-0000	SUTTERS MILL SUB NC
Ada	<a href="#">R8232300030</a>	TSIOMA VLADIMIR	618 S STIBNITE AVE	KUNA, ID 83634-0000	SUTTERS MILL SUB NC
Ada	<a href="#">R8232300040</a>	HILLMAN ALLEN K	634 S STIBNITE AVE	KUNA, ID 83634-0000	SUTTERS MILL SUB NC
Ada	<a href="#">R8232300050</a>	DRENNER MICHAELYN D	650 S STIBNITE AVE	KUNA, ID 83634-0000	SUTTERS MILL SUB NC
Ada	<a href="#">R8232300060</a>	PACKER KIMBERLY G	668 S STIBNITE AVE	KUNA, ID 83634-0000	SUTTERS MILL SUB NC
Ada	<a href="#">R8232300070</a>	BALL SEAN	684 S STIBNITE AVE	KUNA, ID 83634-0000	SUTTERS MILL SUB NC
Ada	<a href="#">R8232300080</a>	PUGA DAVID	706 S STIBNITE AVE	KUNA, ID 83634-0000	SUTTERS MILL SUB NC
Ada	<a href="#">R8232300090</a>	YOUNG THURLOW D REVOCABLE LIVING TRUST	728 S STIBNITE AVE	KUNA, ID 83634-0000	SUTTERS MILL SUB NC
Ada	<a href="#">R8232300100</a>	ELLWAY BRIAN	742 S STIBNITE AVE	KUNA, ID 83634-0000	SUTTERS MILL SUB NC
Ada	<a href="#">R8232300110</a>	SAVAGE GREGORY L JR	756 S STIBNITE AVE	KUNA, ID 83634-0000	SUTTERS MILL SUB NC
Ada	<a href="#">R8232300120</a>	MARTIN WANDA A	1649 W AFTON ST	KUNA, ID 83634-0000	SUTTERS MILL SUB NC
Ada	<a href="#">R8232300130</a>	MALLATT KYLE	1661 W AFTON ST	KUNA, ID 83634-0000	SUTTERS MILL SUB NC

**After Recording  
Return to:**

**Ryan Minert  
Investment Analytics Group LLC  
3327 N Eagle Road, Suite 110-148  
Kuna, ID 83646**

**FOR RECORDING INFORMATION**

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**MASTER DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**KERN SUBDIVISION**

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**MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
KERN SUBDIVISION**

THIS MASTER DECLARATION is made effective as TBD Black Summit LLC, an Idaho limited liability company ("Grantor" and "Class B Member"). All capitalized terms not otherwise defined in the text hereof are defined in Article III.

**ARTICLE I: RECITALS**

**1.1 Property Covered.** The property subject to this Declaration of Covenants, Conditions and Restrictions is the Kern Subdivision No. 1 legally described in **Exhibit A**, attached hereto and made a part hereof, which property has been approved by the City of Kuna, Idaho, for the development of residential lots and common lots. Grantor intends to develop Kern Subdivision No. 1, together with other property within Kern Subdivision, in several development Phases, defined below. Each additional Phase shall be made specifically subject to this Declaration by supplemental declaration, as may be amended or supplemented from time to time, and all property subject to this Declaration shall be collectively sometimes referred to herein as the "**Property**," or as "**Kern Subdivision**."

**1.2 Residential Development.** Kern Subdivision is planned as a residential development that Grantor currently intends to develop in accordance with existing development approvals obtained by Grantor from Ada County and/or the City of Kuna and/or Ada County Highway District, or any other development plan(s) for which Grantor may from time to time obtain approval from the applicable jurisdiction(s) (the "**Development Plan**"). Any development plans for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Grantor, and impose no obligation on Grantor as to how the Property is to be developed or improved.

**1.3 Purpose of Declaration.** The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively, "**Restrictions**") that will apply to the Property, including future Phases specifically made subject to this Declaration and any other property annexed into Kern Subdivision, as provided further herein. 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 Areas, and the Improvements located thereon in a cost effective and administratively efficient manner.

**ARTICLE II: DECLARATION**

Grantor hereby declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms 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, Grantor's successors in interest and each grantee or

Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, any grantee or grantee's successors, any Owner or Owner's successors, or by the Association. In the event of any conflict between this Declaration and any other of the Project Documents, defined below, this Declaration shall control.

Notwithstanding anything to the contrary herein, until one hundred percent (100%) of all the Building Lots in Kern Subdivision are transferred by Grantor, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of Kern Subdivision, including any subdivision or re-subdivision of Kern Subdivision, and to construct improvements thereon, nor Grantor's right to use and to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including the Common Area, nor Grantor's right to post signs incidental to construction, sales and/or leasing.

### ARTICLE III: DEFINITIONS

3.1 **"Architectural Control Committee"** shall mean the Architectural Control Committee ("**ACC**") established by Grantor pursuant to Article X hereof.

3.2 **"Articles"** shall mean the Articles of Incorporation of the Association.

3.3 **"Assessments"** shall mean those payments required of Owners, as Association Members, including Regular, Special and Limited Assessments.

3.4 **"Association"** shall mean Kern Homeowners Association, Inc., an Idaho nonprofit corporation, or its successors, organized and established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration and/or any Supplemental Declaration, if applicable.

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

3.6 **"Board"** shall mean the Board of Directors of the Association.

3.7 **"Building Lot"** shall mean a lot within any Phase of Kern Subdivision as specified or shown on the Plat and/or by Supplemental Declaration upon which Improvements may be constructed. Building Lot(s) shall not include any Common Area.

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

3.9 **"Common Areas"** shall mean any or all parcels of Common Area, which may include, without limitation, all such parcels that are designated as private streets or drives, parking areas or drives, common open space, common landscaped areas and other amenities and facilities. Common Area may be established from time to time by Grantor on any portion of the Property by describing such area on a recorded Plat, by granting or reserving Common Area in a deed or other instrument, or by designating Common Area as such in this Declaration or in any Supplemental Declaration.

3.10 **"Declaration"** shall mean this Master Declaration of Covenants, Conditions and Restrictions for Kern Subdivision as may be amended and supplemented from time to time with a Supplemental Declaration.

3.11 **"First Mortgage"** shall mean any Mortgage which is not subordinate to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

**3.12** “Grantor” shall mean Black Summit LLC, an Idaho limited liability company, the owner of the Property, or its successors in interest, or any Person to whom the rights under this Declaration are expressly transferred, in whole or in part, but excluding transfers to individual Building Lot Owners by Grantor.

**3.13** “Improvements” shall mean 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, which may include, without limitation, residential structures, accessory structures, fences, streets, driveways, parking areas, sidewalks, curbs, landscaping, lights, mail boxes, electrical lines, pipes, pumps, ditches, grading, road construction and utility improvements. Improvement(s) includes both original improvements existing on the Property on the date hereof and all later changes and Improvements.

**3.14** “Limited Assessment” shall mean a charge against a particular Owner, and such Owner’s Building Lot, directly attributable to such Owner, either equal to the cost incurred by the Association in connection with corrective action performed pursuant to the provisions of this Declaration, including, without limitation, damage to any Common Area, or the failure of an Owner to keep such Owner’s Building Lot and/or Improvements in proper repair, or levied as a fine for violation of the provisions of this Declaration, and including interest thereon as provided in this Declaration.

**3.15** “Member” shall mean each Owner holding a membership in the Association, including Grantor.

**3.16** “Mortgage” shall mean 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.

**3.17** “Occupant” shall mean any resident or occupant of a Building Lot, including, without limitation, the Owner, family members, guests, invitees and/or tenants.

**3.18** “Owner” shall mean the record owner, whether one or more Persons, including Grantor, holding fee simple interest of record to a Building Lot which 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.

**3.19** “Person(s)” shall mean any individual, partnership, corporation, trust, estate or other legal entity, including Grantor.

**3.20** “Phase” shall mean a defined portion of the Property which has been designated as a Phase by Plat and/or recorded Supplemental Declaration. Each Phase shall contain one or more residential Building Lots, and may, in Grantor’s discretion, be managed to the extent permitted herein, and/or by Supplemental Declaration.

**3.21** “Plat” shall mean any subdivision plat covering any portion of the Property as recorded in the Ada County, Idaho, Recorder’s Office.

**3.22** “Project Documents” shall mean the basic documents creating and governing the Property including, without limitation, this Declaration, any Supplemental Declarations, Articles of Incorporation and Bylaws of the Association, Association Rules, Plats, and any other procedures, rules, regulations or policies adopted under such documents by the Association.

**3.23** “Property” shall mean the real property legally described in **Exhibit A** subject to this Declaration and any property made subject to this Declaration by recorded Supplemental Declarations, including, without limitation, each lot, parcel and portion thereof and interest therein.

**3.24** “Regular Assessment” shall mean the portion of the cost of designing, constructing, maintaining, improving, repairing, managing and/or operating all Common Area, including all Improvements located thereon, and the other costs and expenses incurred to conduct the business and affairs of the Association that is levied against the Building Lot of each Owner by the Association, pursuant to the terms of this Declaration.

**3.25** “Special Assessment” shall mean that portion of the cost of the capital improvements or replacements, equipment purchases and/or shortages in Regular Assessments which are authorized to be paid to the Association pursuant to the provisions of this Declaration.

**3.26** “Supplemental Declaration” shall mean any Supplemental Declaration by which additional property is made subject to this Declaration, including additional covenants, conditions and restrictions that may be adopted by Grantor with respect to any Phase or any portion of the Property or property annexed and made subject to this Declaration, as provided further herein. Grantor shall have the right to annex future phases into the Homeowners Association.

#### **ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS**

**4.1** Prior Plan Approval. Except for Improvements made by Grantor, no Improvements of any kind shall be placed or permitted to remain upon any part of the Property including, without limitation, a Building Lot, unless a written request for approval has been approved by the Board or the ACC or a person so designated by the Board to approve same. Any such written request for approval shall include all plans, specifications, landscaping plans, and exterior color scheme for the proposed Improvements.

**4.2** Improvements – Generally. The general instructions set forth in this Declaration shall govern the right of a Person or Owner, excluding Grantor, to construct, reconstruct, refinish, remove, add, alter or maintain any Improvements upon, under or above the Property, and to make or create any excavation or fill on the Property, or to make any change in the natural or existing surface contour or drainage, or install any utility line or conduit on, under or above the Property. All Building Lots, other than the Building Lot(s) used for Common Area or utility facilities and services, shall be used exclusively for and/or in connection with single-family residential homes. All Improvements by any Owner, excluding Grantor, must be pre-approved in writing by the ACC prior to such Owner's construction or reconstruction. This Declaration is not intended to serve as authority for the ACC to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions. This Declaration is intended to serve as authority for the ACC to use its judgment to see that all Improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, color and location on the Property as set forth in this Declaration.

##### **4.2.1** Minimum Areas.

###### **4.2.1.1** Minimum Living Space Requirements:

(A) Single Story Dwellings. Each one-story single-family dwelling unit shall have a minimum of one thousand eight hundred fifty (1,850) square feet of living space.

(B) Two Story Dwellings. The bottom floor of each two-story single-family dwelling unit shall have a minimum of one thousand four hundred (1,400) square feet of living space.

(C) The term “living space” as used herein shall not include, garages, carports, patios, breezeways, storage rooms, porches or similar features.

**4.2.1.2 Minimum Garage Area Requirements:** Garages shall be fully enclosed, shall provide for a minimum of two (2) automobiles, and shall consist of a minimum of four hundred eighty (480) square feet.

**4.2.2 Roofs.** The roof of each dwelling shall be covered with at least 30-year composition shingles as more fully specified in design standards adopted by the ACC. All roofs shall have a minimum of 6" to 12" pitch.

**4.2.3 Foundations.** All foundations of each dwelling shall have a minimum elevation of eighteen inches (18") above the lowest level of the back of curb adjacent to the Building Lot.

**4.2.4 Setbacks and Heights.** No residential or other structure shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat and/or the Declaration or by any applicable zoning restriction.

**4.2.5 Accessory Structures.** Detached garages and storage sheds, and patio covers shall be constructed of, and roofed with, the same materials and with similar colors and design, as the residential structure on the applicable Building Lot unless otherwise approved by the ACC.

**4.2.6 Garages.** All residential structures shall have an enclosed garage that holds no less than two (2) vehicles and shall be constructed of the same materials and with similar colors and design as the residential structure unless otherwise approved by the ACC. Garages shall not be used as living quarters. Garages are primarily for the parking of vehicles. In no case shall a garage be used for storage such that no room is left for the parking of vehicles.

**4.2.7 Driveways.** All Building Lots shall have a concrete driveway and a minimum of two (2) concrete car parking spaces within the boundaries of each Building Lot. No driveway or parking area shall be asphalt, dirt, rock, or gravel.

**4.2.8 Mailboxes.** All mailboxes shall be of consistent design, material and coloration and shall be located on or adjoining Building Lot lines at places designated by Grantor or the ACC. Grantor will initially provide all mailboxes and stands in the subdivision.

**4.2.9 Fencing.** No fence, hedge or boundary wall situated anywhere upon a Building Lot shall have a height greater than six (6) feet above the finished graded surface of the Building Lot or Common Area upon which such fence, hedge or boundary wall is situated. However, any fence constructed immediately adjacent to a swimming pool for the purpose of safety may be at a height required by applicable government agencies and/or homeowner liability insurer(s) if approved by Grantor. Any fence or boundary wall constructed on or near the lot line common to one or more Building Lots shall be constructed as a "good neighbor" fence, and the cost to construct such fence shall be paid for equally by the owners of the Building Lots separated by the fence. No fence shall be constructed so as to extend toward the front of the Building Lot past two (2) feet behind the front plane of the residential structure constructed thereon or closer than fifteen (15) feet to any side Building Lot line of a corner Building Lot adjacent to a dedicated street. Grantor may construct perimeter fencing around all or part of the exterior boundary of Kern Subdivision. It shall be the responsibility of the Owner of any Building Lot with such perimeter fencing to maintain, repair and/or replace, as needed, that portion of the perimeter fence on that Owner's Building Lot. The maintenance, repair and/or replacement shall be performed so as to keep the perimeter fencing uniform, attractive, and harmonious. The ACC shall adopt design standards for all fences within Kern Subdivision, including the location, type and size of each fence, and the material used therein, and the ACC shall have authority to regulate all such fencing.

**4.2.10 Lighting.** Any street lights installed by Grantor shall be maintained and operated by the Association as a Common Area expense until such time as the City of Kuna or other governmental agency assumes the maintenance and operation of such street lights. Maintenance and operation shall include all repairs and costs of power.

**4.3 Exterior Maintenance: Owner's Obligation.** No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, to fall into disrepair so as to create an unsightly, unsanitary, dangerous or unsafe condition, or a condition that damages property or facilities on or adjoining such Owner's Building Lot, the Association, upon thirty (30) days' prior written notice to the Owner of such Building Lot, 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. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein. The Owner of the offending Building Lot shall be personally liable, and such Owner's Building Lot may be subject to a lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, if any. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor.

**4.4 Landscaping.** Within sixty (60) days of occupancy of the residential structure, the Owner of the Building Lot shall landscape all of the Owner's Building Lot in compliance with the landscaping plan for the Kern Subdivision. Without limiting the foregoing, such landscaping shall, at a minimum, include: (i) sod and automatic underground sprinklers throughout the Building Lot; (ii) at least two (2) trees having a diameter, when measured six (6) inches above the root ball, of two and one-half inches (2.5"); (iii) ten (10) five-gallon shrubs or plants; and (iv) ten (10) two-gallon shrubs or plants (v) five (5) 1 gallon grasses (v) planter beds can either be Perma-Bark, Rock, Mulch or Bark. A "blended bed" extending across lot lines must be the same material.

**4.5 Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, 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, its Owners or to its Occupants, or to any other property in the vicinity thereof. Owners shall not deposit any rubbish, debris, grass clippings, dirt or sod on any vacant Building Lot. 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.

**4.6 Trade or Business.** Trade or business may be conducted in or from any Building Lot by an Owner or Occupant so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the dwelling on the Building Lot; (b) the business activity conforms to all zoning requirements; (c) no signs relating to said business activity are displayed where visible from any public or private road within Kern Subdivision; (d) the business activity does not increase the liability or casualty insurance obligation or premium of the Association; and (e) the business activity does not constitute a nuisance or hazardous or offensive use, as may be determined in the sole discretion of the Board.

**4.7 No Hazardous Activities.** No activities shall be conducted on the Property, and no Improvements shall be constructed on the Property that are or might be unsafe or hazardous to any Person or property.

**4.8 No Mining or Drilling.** No portion of the Property shall be used for the purpose of blasting, mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This Section shall not prohibit exploratory drilling or coring which is necessary to construct Improvements including, without limitation, water facilities.

**4.9 Insurance Rates.** Nothing shall be done or kept on the Property and/or any Building Lot that will increase the rate of, or cancel any insurance on any other portion of the Property

without the approval of the Owner(s) of such other portion, nor shall anything be done or kept on the Property and/or any Building Lot that would result in the cancellation of insurance on any portion of the Property owned and/or managed by the Association or which would be in violation of any law.

**4.10 Vehicles and Equipment.** No motor homes, motor coaches, campers, trailers, snowmobiles, boats, recreational vehicles, all-terrain vehicles, abandoned or inoperable vehicles (that is, any vehicle which has not been driven under its own propulsion for a period of three (3) days or longer), oversized vehicles (that is, vehicles which are too high or too wide to clear the entrance of an approved residential garage door opening), dilapidated or unrepaired and unsightly vehicles or similar equipment such as snow removal equipment, garden maintenance equipment and all other potentially unsightly equipment and machinery, shall be placed upon any portion of the Property including, without limitation, streets and driveways, unless the same are enclosed by a structure or a 6' fence concealing them from view in a manner approved by the Board or the ACC. Any such vehicles or equipment may only be stored on a lot if said vehicle or equipment does not exceed the height of the fence and is stored only behind a fence and behind the back elevation and the side elevation of a home. The Board or its agent may remove any vehicles in violation of this section at any time after giving the Owner fifteen (15) days' written notice of the Board's intent to do so. For any such vehicles removed, the Owner shall reimburse the Board for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein.

**4.11 Animals/Pets.** No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property. This Section is not intended to prohibit the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other typical 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 or similar sounds by other household pets shall be considered a nuisance. Each dog or other similar household pet in Kern Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner and are to be kept in compliance with all applicable state and local laws and ordinances. Such owner shall clean up any animal defecation immediately from any Common Area or public right-of-way. Failure to do so may result, at the ACC's discretion, with a Limited Assessment levied against such animal owner. The construction of dog runs or other pet enclosures shall be appropriately screened, maintained in a sanitary condition, placed a minimum of ten (10) feet from the side and/or rear Building Lot line, screened from view so as not to be visible from Common Area or an adjacent Building Lot, and shall not be placed in any front yard of a Building Lot.

**4.12 No Mobile Homes or Temporary Structures.** No house trailer, manufactured home, mobile home, tent (other than for short term recreational use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Provided, however, that a mobile office may be placed upon a portion of the Property and/or Common Area by Grantor or Grantor's agents and/or employees for the purpose of construction, operation and/or marketing Kern Subdivision or other adjacent land until all such construction and/or marketing is complete.

**4.13 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 Board 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 Board, which may include drainage from a Common Area over a Building Lot in the Property.

**4.14 Grading.** All Improvements must be placed on any Building Lot in accordance with the grading plan approved by the City of Kuna, federal guidelines, and guidelines of the Kern Subdivision engineer. 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 federal, state and/or local

laws, ordinances and/or by the Grantor, as applicable, 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. Such requirements shall be subject to Limited Assessments provided for herein.

Each Owner shall grade and drain such Owner's individual Building Lot (and maintain that grading and drainage) to prevent the runoff or drainage of water onto any adjacent Building Lots. Each Owner shall also refrain from using excessive irrigation water that overflows onto adjacent property. (Excessive irrigation may also cause water to settle into crawl spaces and create numerous problems relating thereto.) Grantor shall have no duty to grade any property. All grading and elevations shall be done by each Owner. All Building Lots shall be graded by Owner at the time of building (and such grading shall be maintained thereafter) so that:

- A) the Building Lot will drain sufficiently away from any foundation with a proper slope to keep water out of the crawl space of the home;
- B) drainage will be directed to the side, rear and front yards and not to any adjacent property;
- C) grading and drainage shall comply with all applicable building code requirements; and;
- D) the top of any foundation wall must be at least eighteen inches (18") above the lowest back of curb adjacent to the Building Lot.

It shall be the specific affirmative duty of each Owner to prevent any water on that Owner's Building Lot from draining onto any other Owner's Building Lot (and/or into any neighboring crawl spaces). In the event that an Owner does not adequately maintain the grade, drainage and slope of the Building Lot as provided herein, or uses excessive irrigation water, such that water flows off such Owner's Building Lot onto an adjacent property causing damage or injury, the offending Owner may be liable for any damages occurring as a result and may be liable for all of the costs of remedial actions to correct the problem should the offending Owner fail to correct the problem. Any damages and costs, together with interest at the rate which accrues on judgments and all costs of collection which may be paid or incurred, including reasonable attorneys' fees, may be assessed against such Building Lot and collected as a Limited Assessment.

**4.15 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 approved by all government authorities having jurisdiction, and designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Idaho Department of Water Resources and Grantor, so long as Grantor is the Owner of Building Lots.

**4.16 Water Rights Appurtenant to Subdivision Lands.** Grantor owns certain water rights which are appurtenant to the Property and which may be utilized in connection with the Irrigation System, defined below, that will supply non-potable irrigation water to the Property, as provided further herein. Within one hundred twenty (120) days of the date of the recording of this Master Declaration, Grantor shall transfer from the Property subject to this Master 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. Each Owner, by accepting and recording a deed to a Building Lot or by occupying any Building Lot, acknowledges and agrees that: the Property is in the Nampa Kuna Irrigation District (hereinafter "**District**"); each Owner of any Building Lot is subject to all assessments levied by District, or other water supplier and/or the Association; each Building Lot Owner shall be responsible for any levies attributable to such Building Lot by the District, or other water supplier and/or the Association; and water assessments are a lien upon each Building Lot. Each Owner or Occupant of any Building Lot specifically releases and waives any and all claims of any kind against

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Grantor, Grantor's agents, employees, officers, members and directors relating to irrigation water, or the lack of it, or the quantity or quality of it, in Kern Subdivision.

**4.17 Energy Devices: Outside.** No energy production devices, including, without limitation, 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 Board or the ACC except for heat pumps shown in the plans for a residential structure and as approved by the Board or the ACC. This Section shall not apply to passive solar energy systems incorporated into the approved design of a residential structure or any back-up devices necessary for utility pump stations.

**4.18 Signs.** No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee, except: (1) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; (2) temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation; (3) such signs identifying Kern Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area; and (4) one (1) sign of customary and reasonable dimensions as prescribed by the Architectural Committee as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease. Notwithstanding the foregoing, no sign that is internally illuminated or that has flashing lights or moving parts shall be allowed. A customary "for sale" or "for lease" sign not more than three (3) feet by two (2) feet shall not require Architectural Committee approval. Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee.

**4.19 Antennae.** No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on the Property unless such is located to the rear of the residential structure and reasonably screened from view of other Owners.

**4.20 No Further Subdivision.** No Building Lot may be further subdivided unless expressly approved in writing by Grantor and consistent with all applicable state and local laws and ordinances.

**4.21 Leasing.** The Owner of a Building Lot shall have the right to lease such Building Lot and residential structure thereon, subject to the following conditions: (a) all leases shall be in writing; (b) such lease shall be specifically subject to the Project Documents, and any failure of a tenant to comply with the Project Documents shall be a default under the lease; and (c) the Owner shall be liable for any violation of the Project Documents committed by the tenant of such Owner, without prejudice to the Owner's right to collect any sums from such tenant paid by the Owner on behalf of the tenant.

**4.22 Grantor's Right of Development.** Nothing contained herein shall limit the right of Grantor, or Grantor's successors or assigns, to grant licenses, to reserve rights-of-ways and easements for utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on, under or about any portion of the Property owned by Grantor and/or the Association, or to alter the foregoing and Grantor's construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold by Grantor. Grantor need not seek or obtain Association or Board or ACC approval of any improvement constructed or placed by Grantor on any portion of the Property.

Each Owner, by acceptance of a deed to any Building Lot, agrees that such Owner shall not object to or oppose any development of any portion of the Property, or other property owned or purchased by Grantor and annexed to the Property and made subject to the Declaration as more fully provided in Article XVI below. 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 Persons.

**4.23 Compliance with Laws.** Subject to the rights of reasonable contest, each Owner 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.

## ARTICLE V: ASSOCIATION

**5.1 Organization of Association.** The Association shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to nonprofit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles and Bylaws of the Association and this Declaration. Neither the Articles nor the Bylaws of the Association shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Grantor grants to the Association a revocable, non-exclusive license to use the name "**Kern**" for the sole purpose of identifying the Association.

**5.2 Members of Association.** The Members shall be all Owners and no Owner, except Grantor, shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Building Lot owned by such Owner. The memberships in the Association cannot be terminated and shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of an Owner's title in and to such Owner's Building Lot and then only to the transferee of such title.

**5.3 Voting.** The Association will have two (2) classes of memberships.

**5.3.1 Class B Member.** Grantor shall be the Class B Member, and shall be entitled to five (5) votes for each Building Lot owned by Grantor in all Phases of Kern Subdivision. The Class B Member shall cease to be a voting Member in the Association at the earlier of: (a) when Grantor has deeded the last Building Lot to an Owner other than Grantor in the final Phase of the Kern Subdivision; or (b) December 31, 2026.

**5.3.2 Class A Members.** Class A Members shall be all Owners except for Grantor. Class A Members shall be entitled to one (1) vote per residential Building Lot.

**5.4 Board of Directors and Officers.** The affairs of the Association shall be conducted and managed by such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws of the Association. The Board shall be comprised of Class A Members and Grantor so long as Grantor owns any Building Lot. For purposes of voting at Board meetings, each Member, including Grantor, when acting in their capacity as Board members, shall have the same number of votes as provided in Section 5.3 above. The Association may exercise any right or privilege given to the Association expressly by this Declaration and the Project Documents, or as reasonably implied from or reasonably necessary to effectuate any such right or privilege.

**5.5 Power and Duties of the Association.**

**5.5.1 Powers.** The Association shall have all the powers of a nonprofit corporation organized under the nonprofit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Project Documents, and to do and perform any and all acts which may be necessary, proper, and/or incidental to the proper management and operation of the Association's business and the Common Area, and the performance of the other responsibilities herein enumerated, including, without limitation:

**5.5.1.1 Assessments.** The power to levy Assessments and to enforce payment of such Assessments, all in accordance with the provisions of this Declaration. This power shall include the right of the Association to levy Assessments on any Owner or any portion of the Property to cover the operation and maintenance costs of Common Area.

**5.5.1.2 Right of Enforcement.** The Association shall be the primary entity responsible for enforcement of this Declaration. 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. 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 the Owner of the Improvements shall immediately reimburse the Association for all expenses incurred with such removal.

**5.5.1.3 Delegation of Powers.** The authority to delegate its power and duties to committees, officers, employees, or to any Person to act as manager for the maintenance, repair, replacement and operation of any Common Area. The Association and the members of the Association shall not 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.** Association shall have the power to adopt, amend and repeal such Association Rules and regulations as the Association deems reasonable. The Association shall be the primary entity responsible for enforcement of the Association Rules, if any. The Association may govern the use of Common Area by Owners, their families, invitees, licensees, tenants or contract purchasers, including, without limitation, the use of Common Area for organized recreational activities; provided, however, that the Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration. 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.

**5.5.1.5 Emergency Powers.** The power, exercised by the Association or by any Person authorized by the Association, to enter upon any portion of the Property (but not inside any building constructed thereon) in the event of any emergency involving 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 of such portion of the Property as practicable, and any damage caused thereby shall be repaired by the Association.

**5.5.1.6 Licenses, Easements and Rights-of-Way.** The power to grant and convey to any third party such licenses, easements and rights-of-way in, on, under and about Common Area as may be necessary or appropriate for the orderly construction of Improvements, maintenance, preservation and enjoyment of the same.

**5.5.2 Duties.** In addition to duties necessary and proper to carry out the power delegated to the Association by the Project Documents, 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 Common Area.** Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of Common Area.

**5.5.2.2 Reserve Account.** Establish and fund a reserve account with a reputable banking institution 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 Common Area.

**5.5.2.3 Taxes and Assessments.** Pay all real and personal property taxes and Assessments separately levied against Common Area. Such taxes and Assessments may be contested 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.

**5.5.2.4 Tax Returns.** Timely file any and all tax return(s) with the appropriate governmental entity.

**5.5.2.5 Utilities.** Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection and other necessary services for Common Area, and to own and/or manage for the benefit of Kern Subdivision all water and water rights, ditch and ditch rights, and storage and storage rights, if any, and rights to receive water held by the Association, if any, whether such rights are evidenced by license, permit, claim, decree, stock ownership or otherwise.

**5.5.2.6 Insurance.** Obtain insurance from any reputable insurance company 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:

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

B. Comprehensive general liability insurance insuring the Board, the Association, Grantor, and their agents and employees, invitees and guests of each against any liability incident to the ownership and/or use of Common Area. Limits on liability of such coverage shall be as follows: not less than Three Million Dollars (\$3,000,000) combined single limit for bodily injury and property damage per occurrence.

C. Such other insurance, to the extent necessary to comply with all applicable laws, and indemnity, faithful performance, and fidelity and/or other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against loss from malfeasance or dishonesty of any employee or other Person charged with the management or possession of the Association funds or other property.

D. 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.

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

**5.5.2.7 Newsletter: Community-wide Activities.** If the Association so elects, prepare and distribute a newsletter on matters of general interest to Association Members and/or organize Kern Subdivision's community-wide activities, the cost of which shall be included in Regular Assessments.

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

**5.5.2.9 Board.** Appoint and remove members of the Board following Grantor's relinquishment of right to appoint members of the Board, subject to the provisions of this Declaration.

**5.5.2.10 Enforcement of Restrictions and Rules.** Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advised or necessary to enforce any of the provisions of the Project Documents and any and all state or local laws, ordinances, rules and regulations. Also including, without limitation, the recordation of any claim of lien with the Ada County Recorder's Office, as more fully provided herein.

**5.6 Annual Meeting.** The Association shall hold an annual meeting each year and the first annual meeting shall be held during the month of May of the first calendar year following the first sale of the first Building Lot in the Property. Subsequent regular annual meetings and special meetings of the Association shall be held as provided in the Bylaws. Notice of annual or special meetings of the Association shall be delivered to all Members of the Association as provided in the Bylaws. All meetings shall be held within the Property or as close thereto as practicable at a reasonable place selected by the Board. All Members of the Association are encouraged to attend all annual and special meetings of the Association.

**5.7 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:

**5.7.1** A pro forma operating statement or budget for each fiscal year shall be available for distribution 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.

**5.7.2** Within ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and available to each Owner, a balance sheet as of the last day of the Association's fiscal year for the Association and annual operating statements reflecting the income and expenditures of the Association for the fiscal last year.

**5.8 Manager.** The Association may employ or contract for the services of a professional manager or management company. The professional 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 a professional manager of any such duty, power or function so delegated by or on behalf of the Board.

**5.9 Personal Liability.** 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, without limitation, 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 Board, 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 negligence and/or misconduct.

## ARTICLE VI: RIGHTS TO COMMON AREAS

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

**6.1.1** The right of the Association holding or controlling such Common Area to levy and increase Assessments for the construction, maintenance, repair, management and operation of Improvements on Common Area, including the right to Special Assessments.

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

**6.1.3** The right of the Association to dedicate or transfer all or any part of Common Area to any public agency, authority or utility or other Person as provided further herein.

**6.1.4** The right of such Association to prohibit the construction of Improvements on all Common Areas.

**6.1.5** The right of the Association to adopt rules regulating the use and enjoyment of the Common Area, including rules restricting use of the Common Area to occupants of Building Lots and their guests and rules limiting the number of guests who may use the Common Area.

**6.1.6** The right of the Association to permit use of the Common Area by persons other than Owners, their families, tenants and guests upon payment of use fees established by the Board. There is hereby reserved to all authorized users of the Common Area an easement over the remaining Common Area for direct ingress and egress to and from such Common Area being leased.

**6.1.7** The Common Area may not be mortgaged or conveyed without the approval of Owners, excluding Grantor, of at least two-thirds (2/3) of the total voting power in the Association. If ingress or egress to any Building Lot is through Common Area, any conveyance or encumbrance of Common Area shall be subject to an easement in favor of the Owners of such Building Lots for the purpose of ingress and egress.

**6.1.8** Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment to 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.

**6.1.9** Common Area may or may not be utilized for drainage purposes. During periods of storms, rainfall or drainage events, some Common Area may not be accessible.

**6.2** **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 or guests, both minor and adult. The cost of correcting such damage shall be Limited Assessment against such Owner(s) Building Lot(s) 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 Building Lot, each Owner 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 provision of this Declaration, any Supplemental Declaration or other applicable Project Document.

**7.1.1 Assessment Constitutes Lien.** Such Assessments and charges together with late charge(s), interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, 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 late charge(s), interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner beginning at the time the Assessment becomes due. No Owner shall be exempt from such obligation by a waiver of the use and enjoyment of Common Area or by lease or abandonment of such Owner's Building Lot.

**7.2 Uniform Rate of Assessment.** All Assessments must be fixed at a uniform rate for each Building Lot.

**7.3 Date of Commencement of Assessments.** The obligation to pay Assessments shall commence as to each Building Lot, except Building Lots owned by Grantor, on the first day of the month following: (a) the month in which the Building Lot is made subject to this Declaration; or (b) the month in which the Board first determines a budget and levies Assessments pursuant to this Article, whichever is later. The first annual Regular Assessment levied on each Building Lot shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on the Building Lot.

**7.4 Exempt Property.** The following property shall be exempt from payment of Regular Assessments and Special Assessments: (a) all Common Area; (b) any property dedicated to and accepted by any governmental authority or public utility; and (c) all Building Lots owned by the Grantor (collectively, the "Exempt Property").

**7.5 Capitalization of Association and Other Fees.** Upon acquisition of record title to a Building Lot by the first owner thereof other than Grantor, a contribution shall be made by or on behalf of the Owner to the working capital of the Association in an amount equal to Two Hundred Fifty and No/100 Dollars (\$250.00). Upon any subsequent transfer of the record title to a Building Lot, a contribution shall be made by or on behalf of the Owner to the working capital of the Association in an amount equal to Two Hundred and No/100 Dollars (\$250.00). These amounts shall be in addition to, not in lieu of, the annual Regular Assessment and shall not be considered an advance payment of such Assessment. These amounts shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the Project Documents.

**7.6 Regular Assessments.** All Owners are obligated to pay Regular Assessments to the Association on a schedule of payments established by the Board.

**7.6.1 Purpose.** The proceeds from Regular Assessments are to be used for all costs and expenses incurred by the Association, including attorneys' fees and other professional fees, for the conduct of such Association affairs, including without limitation the costs and expenses of construction, improvement, maintenance, repair, management and operation of Common Area, including all Improvements located on such areas owned and/or managed and maintained by the Association (the "Operating Expenses"), and an amount allocated to an adequate reserve fund

to be used for repair, replacement, maintenance and improvement to those elements of Common Area, or other property of the Association that must be replaced and maintained on a regular basis (the "**Repair Expenses**"). The Operating Expenses and the Repair Expenses are collectively referred to herein as the "**Expenses**."

**7.6.2 Computation of Regular Assessments.** The Association shall compute the amount of Expenses on an annual basis. The Board shall compute and levy the amount of Regular Assessments for the first fiscal year within six (6) months following the month in which the closing of the first sale of a Building Lot occurs for the purposes of the Association's Regular Assessment ("**Initiation Date**"). Thereafter, the computation of Regular Assessments by the Association shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. The Regular Assessment shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Expenses, including reserves. In determining the level of Assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Building Lots subject to Assessment on the first day of the fiscal year for which the budget is prepared and the number of Building Lots reasonably anticipated to become subject to Assessment during the fiscal year.

**7.6.3 Amounts Paid by Owners.** The Board can require, in its discretion, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessments to be paid by any particular Owner for any given fiscal year shall be computed by dividing the Association's total advance estimate of Expenses by the number of Building Lots (excluding the Exempt Property).

## **7.7 Special Assessments.**

**7.7.1 Purpose.** In the event that the Board shall reasonably determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses for any reason, including, without limitation, costs of construction, improvement, maintenance, repair, management and operation of Improvements upon 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 residential Building Lots 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. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of the Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of the Association.

**7.7.2 Consistent Basis of Assessment.** Every Special Assessment shall be levied and paid upon the same basis as Regular Assessments.

## **7.8 Limited Assessments.**

**7.8.1 Purpose.** Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against an Owner or the Owner's Building Lot as a remedy to reimburse the Association for costs incurred in bringing the Owner and/or such Owner's Building Lot into compliance with the provisions of the Project

Documents, or as a fine or penalty for an Owner's failure to comply with this Declaration, or for damage caused by the Owner, or any of such Owner's family, representatives or invitees, to any Common Area.

**7.8.2 Fine for Violation.** The Board shall be entitled to impose a fine of \$10.00 per day or a maximum of \$900.00 total, as a Limited Assessment, against an Owner who has caused or permitted a violation of any of the restrictions, conditions or covenants contained in this Declaration, provided that the Owner is given at least fifteen (15) days advance written notice of the proposed monetary penalty and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such Owner, be oral or in writing. The notice shall be given either personally to such Owner, or sent by first class or certified mail to the last known address of such Owner as shown in the records of the Association and shall state the place, date and time of the hearing. The hearing shall be conducted by the Board or by a committee composed of not less than three (3) persons appointed by the Board. Such hearing shall be conducted in good faith and in a fair and reasonable manner. Any subsequent violation of the same nature by the same Owner within one (1) year from the last violation will not require additional notification by the Association for the fine to be levied. At the Board's sole discretion, any such fine once levied may by subsequently removed on a case-by-case basis.

Any monetary penalty imposed as provided herein shall be a Limited Assessment to which such Owner's Building Lot is subject, shall be in addition to any other Assessments levied by the Association pursuant to the provisions of this Declaration, and shall not be subject to any of the requirements, limitations or restrictions on the amount or uniformity of Assessments contained herein. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**7.9 Assessment Period.** Unless otherwise provided in the Project Documents, the Regular Assessment period for the Association shall be quarterly or as otherwise determined by the Board. The first Assessment shall be pro-rated according to the number of months remaining in the current quarter and shall be payable in equal installments. The Regular Assessments to be paid by any particular Owner for any given quarter shall be computed by dividing the Association's total advance estimate of Expenses by the number of Building Lots (excluding the Exempt Property).

**7.10 Notice and Assessment Due Date.** Thirty (30) days' prior written notice of Regular and Special Assessments shall be sent by the Association to the Owner of every Building Lot, and to any Person in possession of such Building Lot. The due dates for installment payments 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 installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within fifteen (15) days after due. There may accrue, solely at the Board's discretion, on each delinquent installment payment a late charge equal to Twenty-five and No/100 Dollars (\$25.00). The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein.

**7.11 Reserve Budget and Capital Contribution.** The Board shall annually prepare reserve budgets for both general purposes which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual Regular Assessments over the budget period.

**7.12 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, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates through which any Assessments have been

paid by such Owner. Any such statement delivered pursuant to this Section 7.12 may be relied upon by any prospective purchaser or mortgagee of Owner's Building Lot. Reliance on such statement may not extend to any default of such Owner of which the signor of such statement shall have had no actual knowledge.

## ARTICLE VIII: ENFORCEMENT OF ASSESSMENTS; LIENS

**8.1 Right to Enforce.** The Association has the right to collect and enforce Assessments pursuant to the provisions hereof. Each 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 attorneys' fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative(s) may enforce the obligations of 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.

### **8.2 Assessment Liens.**

**8.2.1 Creation.** There is hereby created a claim of lien 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 at the rate which accrues on judgments and all costs of collection which may be paid or incurred by the Association, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recordation of a claim of lien with the Ada County Recorder'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 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 Regular, Special or Limited Assessment, 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 recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction 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.

**8.3 Method of Foreclosure.** Such lien may be foreclosed pursuant to any applicable Idaho law and/or proceeding. The Board is authorized to appoint an 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 foreclosure to the extent allowed by applicable law.

**8.4 Subordination to Certain Mortgages.** The lien for the Assessments provided for herein in connection with a given Building 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 Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Article, with respect to a mortgagee of the First Mortgage 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 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.

## **ARTICLE IX: INSPECTION OF THE ASSOCIATION'S BOOKS AND RECORDS**

The membership register, books of account and minutes of meetings of the Board 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.

## **ARTICLE X: ARCHITECTURAL CONTROL COMMITTEE**

**10.1 ACC Creation: Right of Appointment.** Before or within thirty (30) days after the date on which Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on the ACC. The ACC shall have exclusive jurisdiction over all original construction on any portion of the Property or any other real property annexed as provided further in Article XVI. Until one hundred percent (100%) of the Property has been developed and conveyed to Owners other than builders, Grantor retains the right to appoint all members of the ACC who shall serve at Grantor's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Grantor. Initially the Grantor and ultimately the ACC shall have the power to promulgate ACC Design Standards relating to the planning, construction, alteration, modification, removal or destruction of Improvements within the Property deemed necessary or desirable by the Grantor or the ACC, as the case may be, to carry out the purposes of this Declaration. The ACC Design Standards shall be consistent with the provisions of this Declaration. The ACC Design Standards may contain provisions not limited to design standards, exterior finishes and colors, roofing materials, fences, landscaping, exterior lighting, mailboxes and the like. They may also include policies, procedures and rules, which in the discretion of the ACC are reasonable to maintain a quality subdivision and to protect property values. The Building Lot owner shall review and be familiar with the current ACC Design Standards, copies of which are available from the Grantor or the Grantor's marketing representative.

**10.2 Improvements Generally.** No Improvements on any portion of the Property shall be constructed, reconstructed, placed or removed from the Property, except those placed or removed by Grantor, without prior written consent of the ACC. In the event the ACC fails to approve or disapprove such request within thirty (30) days after such request has been submitted in writing, approval shall not be required and such request shall be deemed to be in compliance with this Section 10.2. Nothing contained in this Section 10.2 limits any Owner's obligation and duty to ensure that such Owner's Building Lot Improvements are in compliance with this Declaration, any Supplemental Declaration, any other Project Documents and applicable state or local laws.

**10.3 Expenses.** The ACC shall have the right to charge a reasonable fee for each application submitted to the ACC for review of any request for Improvements made to Building Lots in an amount which may be established by the ACC from time to time and such fees shall be collected by the ACC and remitted to the Association to help defray the expenses of the ACC's operation, including reasonable payment to each member of the ACC for their services as provided herein.

**10.4 Non-Liability of ACC.** Approval by the ACC shall not imply that Improvements meet any applicable federal, state and/or local laws and ordinances, and does not assure approval of the Improvements by any appropriate governmental or quasi-governmental agency, board or commission. Applicant and/or Owner shall ensure that such Improvements meet any and all applicable federal, state and/or local laws and ordinances. Notwithstanding that the ACC has approved Improvements, plans and specifications, neither the ACC nor any of their members shall be responsible or liable to the Association or to any Person, Owner, or Grantor with respect to any loss, liability, claim or expense which may arise

by reason of such approval of the Improvements, unless due to the willful misconduct or bad faith of the ACC.

**10.5 Enforcement.** Any Improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the ACC or Grantor, such offending Owner shall, at its own cost and expense, remove such Improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the ACC or its designees shall have the right to enter the Building Lot, remove the violation, and restore the Building Lot to substantially the same condition as previously existed. All costs, together with the interest at the rate which accrues on judgments and all costs of collection which may be paid or incurred by the ACC, including reasonable attorneys' fees, may be assessed against the Building Lot and collected as a Limited Assessment.

**10.6 Grantor's Exemption.** Any and all Improvements constructed by Grantor on or to the Property are not subject to review and approval by the ACC.

#### ARTICLE XI: EASEMENTS

**11.1 Owners: Easements of Enjoyment.** Every Owner shall have a nonexclusive easement for the use and enjoyment of Common Area which shall be appurtenant to and shall pass with the title to every Building Lot.

**11.2 Delegation of Use.** Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment in Common Area to such Owner's tenants, employees, family, guests or invitees.

**11.3 Recorded Easements.** The Property 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 as of the date of recordation of this Declaration.

**11.4 Easements of Encroachment.** There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of Common Area adjacent thereto, or as between adjacent Building Lots, due to the inadvertent placement or settling or shifting of Improvements 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.

**11.5 Easements of Access.** Grantor expressly reserves for the benefit of all the Property reciprocal easements of ingress and egress for all Owners to, from over and across 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 and Common Areas, and for necessary construction, maintenance and repair of any Improvement. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for such purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

**11.6 Drainage and Utility Easements.** Notwithstanding anything expressly or impliedly contained to the contrary, the Property shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and/or 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/or public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Building Lot in the Property.

**11.7 Improvement of Drainage and Utility Easement Areas.** The Owners of Building Lots are hereby restricted and enjoined from constructing or altering any Improvements upon any drainage and/or utility easement areas as shown on the Plat(s) or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for its intended purpose.

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

**11.8.1** 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 therefor, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which such connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

**11.8.2** 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 such connections as service such Owner's Building Lot.

**11.9 Grantor's Rights Incident to Construction.** Grantor 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 so as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Building Lot by that Owner or such Owner's family, tenants, guests, or invitees.

**11.10 Easements Deemed Created.** All conveyances of Building Lots made after the date of the recording of the Declaration, as the same may be 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, even though no specific reference to such easement or to this Article appears in the instrument for such conveyance.

**11.11 Reservation for Expansion.** Grantor hereby reserves to itself and for Owners of Building Lots a perpetual easement and right-of-way for access over, upon, across and through the Property for construction, utilities, drainage, ingress and egress, and for use of Common Area. The location of these easements and rights-of-way must be approved by the ACC and may be documented by Grantor by recorded instruments. Grantor shall have the right to annex future phases into the Homeowners Association.

**11.12 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 the Property in the proper performances of their duties.

**11.13 Association's Responsibility.** The Association shall maintain and keep Common Area in good repair, such maintenance to be funded as provided herein. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping, structures and Improvements situated within Common Area.

## **ARTICLE XII: IRRIGATION WATER**

**12.1 Irrigation System.** Each Building Lot shall have access to a pressured urban irrigation water system ("**Irrigation System**") and irrigation water, when seasonally available, will be

supplied through the Irrigation System. It is contemplated that the Irrigation System shall be constructed by Grantor, for use by the Owners of Kern Subdivision, as may be determined by the governing documents of such subdivision. Following the initial construction of the Kern Subdivision by Grantor the Irrigation System shall be owned, maintained and operated by the Association with all operation and maintenance costs billed proportionately to each Building Lot Owner. Use of and Assessments in connection with the Irrigation System shall be subject to such rules and regulations of the Association governing use of the Irrigation System.

**12.2 Irrigation Committee. Creation: Right of Appointment.** Before or within thirty (30) days after the date on which Grantor first conveys a Building Lot to an Owner, Grantor shall appoint two (2) individuals to serve on the Kern Subdivision Irrigation Committee (the "**Irrigation Committee**"), which Irrigation Committee shall have exclusive jurisdiction over all matters relating to the Irrigation System. Until one hundred percent (100%) of the Property has been developed and conveyed to Owners other than builders, Grantor retains the right to appoint all members of the Irrigation Committee who shall serve at the Grantor's discretion. There shall be no surrender of this right prior to that time except by written instrument in recordable form executed by Grantor. Upon the expiration of such right, the Board shall appoint two (2) individuals to serve on the Irrigation Committee, who shall serve and may be removed at the Board's discretion.

**12.3 Non-Potable Water.** The non-potable Irrigation System contains inherent dangers. Use of the Irrigation System shall be subject to such rules, regulations, laws and ordinances as may be adopted and amended from time to time, of the local jurisdiction, the District, State of Idaho, and federal government, if any, and the Association, governing the use of the Irrigation System including, without limitation, all requirements of the "Idaho Rules for Public Drinking Water Systems." Each Owner shall clearly mark every non-potable water tap on such Owner's Building Lot with a warning label or sticker, and shall maintain such label or sticker. No Owner, nor any other person claiming right under any Owner, shall cause or allow to be caused, any connection between the domestic water system and the Irrigation System. Cross-connections of any type or kind whatsoever between the non-potable Irrigation System and potable water lines are strictly prohibited.

**12.4 Water Unreliable.** The area of the country where Kern Subdivision is located is desert. Irrigation water is not always reliable and such water is not unlimited. Irrigation water may not be available due to, without limitation, drought, harsh weather conditions, government actions, system breakdowns, transmission failures, overuse by Building Lot Owners or any other causes. Each Owner assumes the risk of any water shortage and, in the event that there is a water shortage, each Owner must be prepared to use such Owner's domestic water supply. No Building Lot shall have any right to an extended water season, and Grantor, District or the Association shall have no obligation to provide water over an extended season or supplemental water. All costs of extended season or supplemental water, if any, shall be included at the cost of operation of the Irrigation System and shall be assessed to the Building Lots.

**12.5 Rotation.** No Building Lot in the Kern Subdivision shall have any right to, or assurance of, a continuous or unlimited supply of irrigation water from the Irrigation System. Nor is any Building Lot guaranteed enough water from the Irrigation System to irrigate all of the landscaping on the Building Lot. Each Building Lot shall be subject to, and each Building Lot Owner by accepting a deed to a Building Lot in Kern Subdivision agrees to be bound by and to comply with, any rules or regulations which may be established for the use and rotation of irrigation water between the Building Lots by the District, Grantor or Association.

**12.6 WARNING! IRRIGATION WATER IS NOT DRINKABLE.**

Notice is hereby given to each Owner in Kern Subdivision that the water in the Irrigation System is NOT fit for human consumption. It contains untreated ditch or pond water, which may contain dirt, hazardous wastes or farm chemicals or disease-causing organisms. Drinking of the irrigation water may make a person sick, and could result in death or permanent disability.

**NEVER DRINK WATER FROM THE PRESSURIZED IRRIGATION SYSTEM!**

It is the duty of each Owner to: (a) educate all family members, guests, tenants and invitees that the water from the Irrigation System is not drinkable; (b) ensure that ALL of the faucets and risers in the Irrigation System are adequately marked, and if not marked to check with the local health department to determine what type of markings are required by that health department or agency; (c) not remove any existing tags or other warning markers from the irrigation risers; and (d) not install, or maintain the installation of, any cross connections between the Irrigation System and the drinking water system unless the cross connection has been approved in writing by the Association AND the supplier of the irrigation water AND the supplier of the drinking water AND the cross connection back flow prevention device meets all relevant governmental and building code requirements.

**12.7 No Liability for Quality or Quantity of Water.** Neither the Association nor the Grantor (or any members, employees, agents, officers, shareholders or directors thereof) shall have any liability of any kind to any Owner, Occupant, Association, and/or any others for any losses, damages, or bodily injuries relating in any respect to the quantity or the quality of the irrigation water, or the ingestion of, or contact with, the irrigation water. Each Owner, Occupant and Association accepts the risk of using the irrigation water and waives and releases Grantor and the Association (and any Members, employees, agents, officers, shareholders or directors thereof) from any and all claims relating thereto.

**ARTICLE XIII: DAMAGE OR DESTRUCTION**

**13.1 Association as Attorney-in-Fact.** Each and every Owner hereby irrevocably constitutes and appoints the Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with the Improvements on Common Area upon damage or destruction as provided in this Article. Acceptance by any grantee of a deed or other instrument of conveyance from Grantor or from any Owner shall constitute appointment of the attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted herein to the Association as attorney-in-fact.

**13.2 Estimate of Damages or Destruction.** As soon as practicable after an event causing damage to or destruction to any part of Common Area, the Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that such Association deems reliable and complete of the costs of repair and reconstruction of that part of Common Area so damaged or destroyed. The terms "**repair and reconstruction**" as used in this Article shall mean restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.

**13.3 Repair and Reconstruction.** As soon as practicable after obtaining estimates, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Improvements. As attorney-in-fact for Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during any period of insurance adjustments and repair and reconstruction.

**13.4 Funds for Repair and Reconstruction.** The proceeds received by the Association from any casualty or hazard insurance shall be used for the purpose of repair and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual costs of such repair and reconstruction, the Association may assess in advance from all Owners a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Further assessments may be made in like manner if the amounts collected prove insufficient to complete such repair and reconstruction.

**13.5 Disbursement of Funds for Repair and Reconstruction.** The insurance proceeds held by the Association and the amounts received from the Special Assessments constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all cost of such repair and reconstruction, such balance shall be distributed to Owners in proportion to the contributions each Owner made as a Special Assessment to the Association under this Article or, if no Special Assessments were made, in equal shares per Building Lot to Owners.

**13.6 Decision Not to Rebuild.** If Owners representing at least sixty-seven percent (67%) of the total votes of the Association and sixty-seven percent (67%) of the holders of a First Mortgage (based upon one vote for each mortgage owned) of the Building Lots agree in writing not to repair or reconstruct and no alternative Improvements are authorized, then and in that event the damaged Common Area shall be restored to its natural state and maintained as an undeveloped portion of Common Area by the Association in a neat and attractive condition, and any remaining insurance proceeds shall be distributed in equal shares per Building Lot to the Owners.

**13.7 Damage or Destruction Affecting Building Lots.** In the event of damage or destruction to the Improvements located on any of the Building Lots, the Owner thereof shall promptly repair and reconstruct the damaged Improvements to their condition prior to such damage or destruction. If such repair or reconstruction is not commenced within one hundred eighty (180) days from the date of such damage or destruction, or if repair or reconstruction is commenced but then abandoned for a period of more than ninety (90) days, then the Association may impose a fine of not less than Fifty and No/100 Dollars (\$50.00) per day on the Owner of the Building Lot until repair and reconstruction is commenced, unless the Owner can prove to the reasonable satisfaction of the Association that such failure is due to circumstances beyond the Owner's control.

#### **ARTICLE XIV: CONDEMNATION**

**14.1 Rights of Owners.** Whenever all or any part of Common Area shall be taken or conveyed in lieu of and under threat of condemnation, the Board, acting as attorney-in-fact for all Owners, shall notify each Owner of the taking, but the Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

**14.2 Condemnation: Distribution of Award: Reconstruction.** The award made for such partial or complete taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: If the taking involves a portion of Common Area on which Improvements have been constructed, then, unless within sixty (60) days after such taking Grantor and Owners representing at least sixty-seven percent (67%) of the Class B and A Members shall otherwise agree, the Association shall restore or replace such Improvements so taken on the remaining land including in Common Area to the extent lands are available therefor, in accordance with plans approved by the Board. If such Improvements are to be repaired or restored, the provisions in Article XIII regarding the disbursement of funds with respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any Improvements on Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed in equal shares per Building Lot to the Owners.

## ARTICLE XV: RESOLUTIONS OF DISPUTES

**15.1 Avoiding Costs of Litigation and Limiting Right to Litigate Disputes.** The Association, Grantor, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "**Bound Parties**"), shall encourage the amicable resolution of disputes involving the Property, and avoid the emotional and financial costs of litigation if at all possible. Accordingly, all claims, grievances or disputes between such Bound Party and any other Bound Party, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the Project Documents and/or the Association rules (collectively "**Claim**"), shall be subject to the procedures set forth herein.

**15.2 Mandatory Procedures for All Other Claims.** Any Bound Party having a Claim ("**Claimant**") against any other Bound Party ("**Respondent**") shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until the Claimant has complied with the following procedures:

**15.2.1 Negotiation.** Each Claimant and Respondent (the "**Parties**") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. Upon receipt of a written request from any Party, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation.

**15.2.2 Mediation.** If the Parties do not resolve the Claim through negotiation, Claimant shall submit the Claim to mediation under the auspices of Idaho law. If the results of mediation are unsatisfactory to either Party, either Party shall then have all remedies at law or equity.

**15.3 Allocation of Costs of Resolving Claims.** Each Party shall bear all of its own costs incurred prior to and during the proceedings described herein, including the fees of its attorney or other representative. Each Party shall share equally all charges in connection with mediator(s).

## ARTICLE XVI: ANNEXATION AND WITHDRAWAL OF PROPERTY

**16.1 Annexation.** Grantor hereby reserves the right to annex any abutting, adjoining or contiguous real property, into Kern Subdivision. Such annexation shall be accomplished by filing a Supplemental Declaration in the records of Ada County, Idaho, describing the property to be annexed and specifically subjecting such property to the terms of this Declaration, as may be modified to reflect any special circumstances in connection with such annexed real property. Such Supplemental Declaration shall not require the consent of voting Members, but shall require the consent of the owner of such property, if other than Grantor. Any such annexation shall be effective upon the recording of such Supplemental Declaration. Once such annexation is complete, the annexed property shall be included in the definition of "Property" in this Declaration.

**16.2 Additional Covenants and Easements.** Grantor may unilaterally subject any portion of the Property to this Declaration initially or by Supplemental Declaration to additional covenants, conditions and restrictions, including covenants obligating the Association to maintain and insure such Property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association through Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration recorded either concurrently with or after the annexation of such Property, and shall require the written consent of the owner(s) of such Property, if other than Grantor.

**16.3 De-annexation.** Grantor may delete all or a portion of the property described on **Exhibit A** and any annexed property from coverage of this Declaration and the jurisdiction of the Association, so long as Grantor is the owner of all such property being de-annexed, and provided that a notice of de-annexation is filed in the records of Ada County, Idaho, describing the property to be de-annexed and specifically excepting such property from the terms of this Declaration.

**16.4 Amendment.** This Article shall not be amended without the prior written consent of Grantor so long as Grantor owns any portion of Kern Subdivision.

#### **ARTICLE XVII: MISCELLANEOUS**

**17.1 Term.** The Restrictions created hereunder shall be perpetual, subject only to extinguishment by the holders of such Restrictions as provided by law.

**17.2 Amendment.**

**17.2.1 By Grantor.** Until the recordation of the first deed to a Building Lot, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to or terminated (collectively, "**amendment**") by Grantor by recordation of a written instrument setting forth such amendment.

**17.2.2 By Owners.** After the recordation of the first deed to a Building Lot, any amendment to any provision of the Declaration, other than to this Article, 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 at least two-thirds (2/3) 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 Article shall require the vote or written consent of Members representing ninety percent (90%) of the voting power of the Association.

**17.2.3 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 Building Lots 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(s) which existed prior to such amendment.

**17.3 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 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 Mortgage, such Building Lot shall remain subject to this Declaration.

**17.4 Notices.** 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 U.S. mail. If delivery is made by U.S. mail, delivery shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the U.S. 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.

**17.5 Enforcement and Non-Waiver.**

**17.5.1 Right of Enforcement.** Except as otherwise provided herein, any Owner, Association or Grantor shall have the right to enforce any or all of the provisions hereof against any portion of the Property and against Owners thereof.

**17.5.2 Violations and Nuisances.** The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the 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.

**17.5.3 Violation of Law.** Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth in this Declaration and any and all enforcement procedures in law and equity.

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

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

**17.6 Use of Trade Name.** Each Owner by acceptance of a deed for such Owner's Building Lot shall be deemed to acknowledge that "Kern" is or may become a service mark, trade name and/or trademark of Grantor, or its licensees, and to covenant that any such Owner shall not use the term "Caven Ridge" or "Kern" without the prior written permission of Grantor.

**17.7 Interpretation.** The provision 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.

**17.7.1 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.

**17.7.2 Restrictions Severable.** Notwithstanding the provision of the foregoing Subsection 17.7.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity of partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

**17.7.3 Construction.** 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.

**17.7.4 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.

**17.8 Successors and Assigns.** All references herein to Grantor, Owner, Members, the Association or Person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Members, Association or Person.

**17.9 Owners' Further Acknowledgments.** By accepting a deed to any Building Lot(s) contained within the Property, each Owner acknowledges and agrees that Owner has read and understands the Project Documents.

[Signature page to follow]

**IN WITNESS WHEREOF**, the undersigned have duly executed this Declaration of Covenants, Conditions and Restrictions for Kern Subdivision effective upon the date hereof.

**GRANTOR:**

BLACK SUMMIT LLC, an Idaho limited liability company  
By: Investment Analytics Group, LLC, its Manager

By: \_\_\_\_\_  
Ryan Minert, its Manager

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

On this        day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan Minert, known or identified to me to be the Manager of Investment Analytics LLC, which in turn is the manager of Black Summit LLC, the entity that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
My commission expires: \_\_\_\_\_

EXHIBIT A  
REAL PROPERTY DESCRIPTION FOR KERN  
SUBDIVISION NO. 1

**LANDSCAPE NOTES:**

1. REGULATIONS & STANDARDS
  - 1.1. All contractor work shall be conducted in accordance with ISPWC (Idaho Standard Public Works Construction), 2019; and Kuna, ID codes, standards and state and local regulations.
2. EXISTING CONDITIONS
  - 2.1. All utilities shall be located prior to construction and protected. Any damage to structures, utilities or concrete will be replaced at contractor's expense.
  - 2.2. The site has many existing improvements such as underground utilities, curb and gutter, light poles and sidewalks.
  - 2.3. See Engineer's plans for information about existing features; all drainage pipes and locations. Protect and retain drainage at all times.
3. GRADING & SITE PREPARATION
  - 3.1. Prepare finish grades for planting by grubbing and removing weeds. If necessary apply Round-Up (or equivalent herbicide), using a certified applicator. Remove rocks and other materials over 2".
  - 3.2. All gravel overprep to be removed and disposed of off site.
  - 3.3. Finish grade to be smooth transition to allow for entire site to be a natural flowing space.
  - 3.4. Refer to Engineer's plans for grading information & for all drainage pipes and locations. Protect and retain drainage at all times.
  - 3.5. No pooling or standing water will be accepted per industry standards.
4. SOILS
  - 4.1. All planter beds to receive a minimum of 18" depth of screened topsoil. Spread, compact, and fine grade to smooth and uniform grade 2.5" below adjacent surfaces.
  - 4.2. All lawn areas to receive a minimum of 12" depth of screened topsoil. Spread, compact, and fine grade topsoil to a smooth uniform grade 1" below adjacent surfaces.
  - 4.3. Reuse of existing topsoil that has been stockpiled on site is permitted if:
    - 4.3.1. Topsoil is tested and analyzed to ensure a proper growing medium. Provide additional amendments as determined by soil tests. And
    - 4.3.2. Topsoil is to be loose, friable sandy loam that is clean and free of toxic materials, noxious weeds, weed seeds, rocks, grass or other foreign materials.
5. PLANTER BED MULCH
  - 5.1. All planter beds to receive 3" depth of round river rock mulch, or approved other. Install over commercial grade weed barrier fabric per manufacturer recommendations.
6. LAWN AREAS
  - 6.1. Sodded, to be tall turf-type fescue or approved equal per approved by owner.
  - 6.2. All lawn areas to have cut edge.
7. PLANTS
  - 7.1. All plant material shall be installed per industry standards.
  - 7.2. All plant material shall meet or exceed the minimum federal standards as regulated by ANSI z60.1, American Standard for Nursery Stock. Plants not meeting these standards for quality, or plants determined to be unhealthy by Owner's representative, will be rejected.
  - 7.3. All trees and shrubs to be installed per details.
  - 7.4. Fertilize all trees and shrubs with 'Agriform' planting tablets or approved equal. Apply per manufacturers recommendations.
  - 7.5. All plants shall adhere to plant schedule, species & sizes. Any necessary substitutions due to availability or alternatives shall be coordinated to the landscape architect via submittal.
8. IRRIGATION
  - 8.1. Irrigation system shall be built to the following specifications:
    - 8.1.1. Adhere to city codes when connecting to city water.
    - 8.1.2. All irrigation material to be new with manufacturers' warranty fully intact.
    - 8.2. All remote control valves (including master control valve) to have flow control device.
    - 8.3. Install indoor rated controller. Coordinate with general contractor on exact location. Controller to include On/Off rain switch or other rain shut off device that does not alter program.
    - 8.4. Irrigation system piping to be minimum class 200 PVC or approved equal, sleeves to be double the size of pipes located within, all wires to be contained in separate sleeves 1-1/2" dia min.
    - 8.5. Use common trenching where possible.
    - 8.6. All PVC located under hardscapes to be schedule 40 PVC with same req's as above.
    - 8.7. All mainline pipe and wires to be buried a minimum of 18" and all lateral piping to be buried a minimum of 12" below grade.
    - 8.8. All wires to be 14 gauge direct bury wire at a minimum. Size wire for correct voltage loss.
    - 8.9. Supply a minimum of (2) spare wires to furthest valves from controller in all directions.
    - 8.10. Sprinkler heads shall have a matched precipitation within each control circuit. Velocities shall not exceed 5 feet per second.
    - 8.11. Contractor is responsible complying with all codes and paying all permits necessary.
    - 8.12. Sprinkler heads shall have matched precipitation within each control circuit. Velocities shall not exceed 5 feet per second.
9. CONTRACTOR RESPONSIBILITIES
  - 9.1. Estimated quantities are shown for general reference only. Contractor shall be responsible for all quantity estimates.
  - 9.2. All plant material and workmanship shall be guaranteed for a period of one year beginning at the date of Acceptance by Owner. Replace all dead or unhealthy plant material immediately with same type and size at no cost to Owner.
  - 9.3. Landscape contractor to turn in as built drawings at the end of project. Substantial completion will not be granted until 2 copies @ 1"=10' scale are turned in and approved by owner's representative.
  10. In the event of a discrepancy, notify the General Contractor.

**VICINITY MAP:**



**LANDSCAPE REQUIREMENTS:**

PER CITY OF KUNA LANDSCAPING REQUIREMENTS CHAPTER 5.

**LANDSCAPE AT COMMON LOTS:**

\* MINIMUM (1) DECIDUOUS TREE PER 1,000 SF OF SITE.

COMMON LOT	TREES REQUIRED	TREES PROVIDED
• LOT 1, BLOCK 1 - 2,166 SF	2	2
• LOT 1, BLOCK 2 - 2,166 SF	2	2
• LOT 7, BLOCK 4 - 1,563 SF	2	2
• LOT 1, BLOCK 6 - 1,030 SF	1	1
• LOT 4, BLOCK 6 - 15,191 SF	15	17 (13 DECIDUOUS, 4 EVERGREEN)

**LANDSCAPE ALONG STREETS:**

\* 1 TREE PER 35 LINEAR FEET.  
\* 5 SHRUBS PER 35 LINEAR FEET.

STREET	TREES REQUIRED / TREES PROVIDED:	SHRUBS REQUIRED / PROVIDED
S. TEN MILE RD.	4/4	20/21
W. SUNBEAM ST.	11/11	55/67

**BIODIVERSITY REQUIREMENT:**

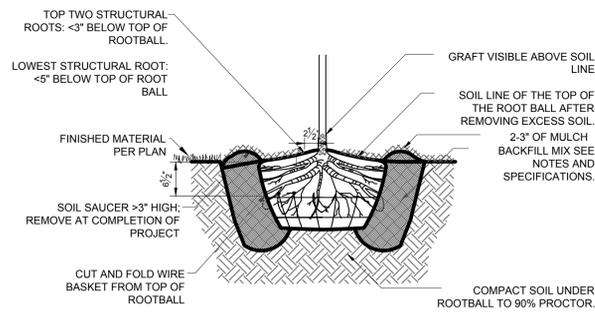
\* A MINIMUM OF 4 DIFFERENT TREE SPECIES ARE REQUIRED WHEN 31-40 TREES ARE PROPOSED.

PROPOSED TREES	SPECIES REQUIRED:	SPECIES PROVIDED:
• 39	4	4

**PLANT SIZING MINIMUM REQUIREMENTS:**

TREE SIZING:	MIN 2" CAL. B&B
SHADE TREES:	MIN 2" CAL. B&B
ORNAMENTAL TREES:	MIN 2" CAL. B&B
EVERGREEN TREES:	MIN 6 FEET IN HEIGHT

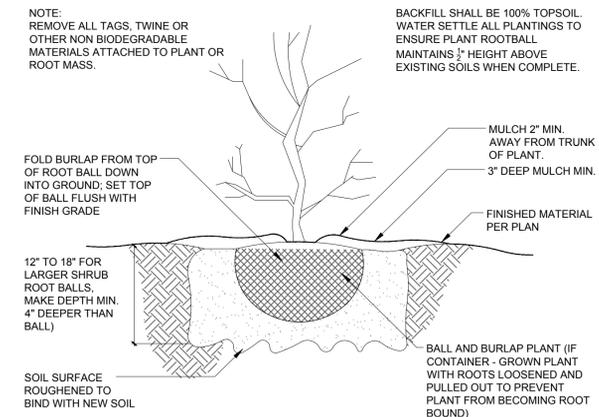
- NOTES:**
1. DO NOT DAMAGE OR CUT LEADER
  2. DO NOT DISTURB ROOT OR DAMAGE ROOT BALL WHEN INSTALLING TREE OR TREE STAKES.
  3. TREE STAKING SHALL BE AT THE DISCRETION OF CONTRACTOR. HOWEVER ANY TREES DISTURBED FROM PLUMB DURING THE PLANT WARRANTY PERIOD WILL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
  4. WATER PLANTS THOROUGHLY IMMEDIATELY AFTER INSTALLATION.
  5. REMOVE ALL BURLAP, TWINE, ROPE, OR MATERIAL FROM THE TOP 1/2 OF THE ROOTBALL.
  6. 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

PRELIMINARY



NOT FOR CONSTRUCTION

KERN SUBDIVISION

KUNA, ID

**REVISIONS**

MRK	DATE	Description
△	**	**

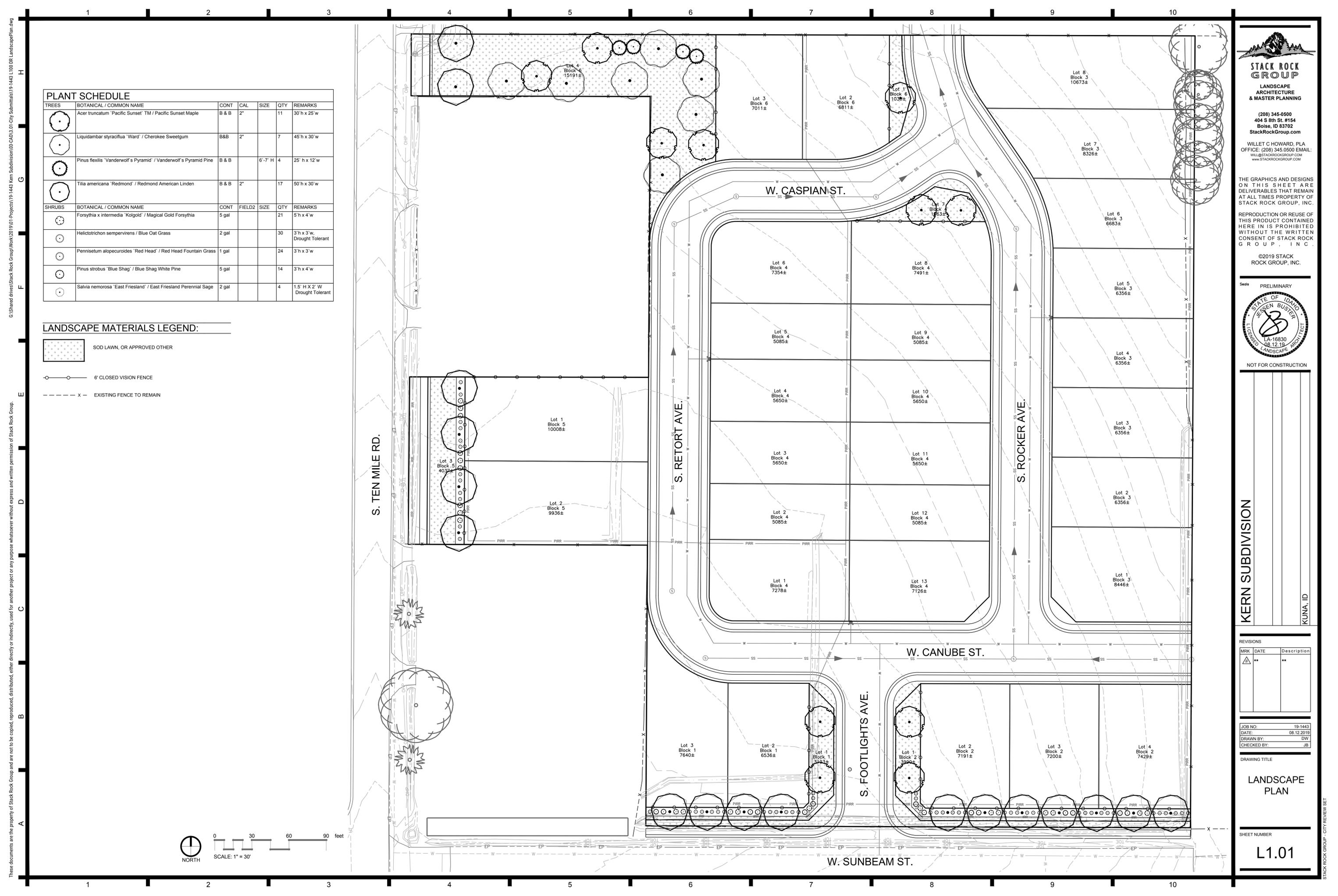
JOB NO:	19-1443
DATE:	08.12.2019
DRAWN BY:	DW
CHECKED BY:	JB

DRAWING TITLE

**LANDSCAPE NOTES & DETAILS**

SHEET NUMBER

**L1.00**

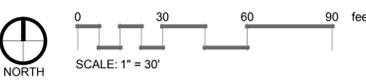


**PLANT SCHEDULE**

TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY	REMARKS
	Acer truncatum 'Pacific Sunset' TM / Pacific Sunset Maple	B & B	2"		11	30'h x 25' w
	Liquidambar styraciflua 'Ward' / Cherokee Sweetgum	B&B	2"		7	45'h x 30' w
	Pinus flexilis 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Pine	B & B		6'-7' H	4	25' h x 12' w
	Tilia americana 'Redmond' / Redmond American Linden	B & B	2"		17	50'h x 30' w
SHRUBS	BOTANICAL / COMMON NAME	CONT	FIELD2	SIZE	QTY	REMARKS
	Forsythia x intermedia 'Kolgold' / Magical Gold Forsythia	5 gal			21	5'h x 4' w
	Helictotrichon sempervirens / Blue Oat Grass	2 gal			30	3'h x 3' w, Drought Tolerant
	Pennisetum alopecuroides 'Red Head' / Red Head Fountain Grass	1 gal			24	3'h x 3' w
	Pinus strobus 'Blue Shag' / Blue Shag White Pine	5 gal			14	3'h x 4' w
	Salvia nemorosa 'East Friesland' / East Friesland Perennial Sage	2 gal			4	1.5' H X 2' W Drought Tolerant

**LANDSCAPE MATERIALS LEGEND:**

- SOD LAWN, OR APPROVED OTHER
- 6' CLOSED VISION FENCE
- EXISTING FENCE TO REMAIN



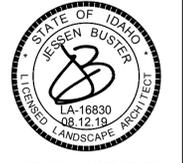
(208) 345-0500  
404 S 8th St. #154  
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WILLET C HOWARD, PEA  
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KERN SUBDIVISION

KUNA, ID

MRK	DATE	Description
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JOB NO: 19-1443  
DATE: 08.12.2019  
DRAWN BY: DW  
CHECKED BY: JB

DRAWING TITLE

**LANDSCAPE PLAN**

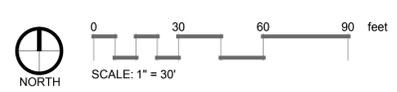
SHEET NUMBER  
**L1.01**

G:\Shared drives\Stack Rock Group\Work\19-1443 Kern Subdivision\19-1443-01-City Submittals\19-1443-01-DR ColorPlan.dwg

PLANT SCHEDULE						
TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY	REMARKS
	Acer truncatum 'Pacific Sunset'™ / Pacific Sunset Maple	B & B	2"		11	30' h x 25' w
	Liquidambar styraciflua 'Ward' / Cherokee Sweetgum	B&B	2"		7	45' h x 30' w
	Pinus flexilis 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Pine	B & B		6'-7' H	4	25' h x 12' w
	Tilia americana 'Redmond' / Redmond American Linden	B & B	2"		17	50' h x 30' w
SHRUBS	BOTANICAL / COMMON NAME	CONT	FIELD2	SIZE	QTY	REMARKS
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	Pinus strobus 'Blue Shag' / Blue Shag White Pine	5 gal			14	3' h x 4' w
	Salvia nemorosa 'East Friesland' / East Friesland Perennial Sage	2 gal			4	1.5' H X 2' W Drought Tolerant

**LANDSCAPE MATERIALS LEGEND:**

- SOD LAWN, OR APPROVED OTHER
- LANDSCAPE MULCH
- 6" CLOSED VISION FENCE
- EXISTING FENCE TO REMAIN



**STACK ROCK GROUP**  
 LANDSCAPE ARCHITECTURE & MASTER PLANNING

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 KUINA, ID

REVISIONS		
MRK	DATE	Description
△	**	**

JOB NO: 19-1443  
 DATE: 08.12.2019  
 DRAWN BY: DW  
 CHECKED BY: JB

DRAWING TITLE

LANDSCAPE COLOR PLAN

SHEET NUMBER  
**L1.02**

STACK ROCK GROUP - CITY REVIEW SET



City of Kuna  
Planning & Zoning Department

**City of Kuna**  
P.O. Box 13  
Kuna, Idaho 83634  
Phone: (208) 922-5274  
Fax: (208) 922-5989  
[www.kunacity.id.gov](http://www.kunacity.id.gov)

## Agency Transmittal

September 5, 2019

Notice is hereby given by the City of Kuna that the following action(s) are under consideration:

<b>File Number &amp; Case Name:</b>	19-06-ZC (Rezone), 19-07-S (Preliminary Plat) & 19-27-DR (Design Review) – Kern River Heights Subdivision.
<b>Project Description</b>	On behalf of Carl Bader (owner), JUB Engineers requests to rezone one parcel consisting of approximately 7.24 acres from A (Agriculture) to R-6 (Medium Density Residential) zone and to subdivide the 7.24 acres into 35 total lots (twenty-nine (29) buildable lots, six (6) common lots). The subject site is located at the NEC of S. Ten Mile Rd and W. Sunbeam St, Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APN: R5070503500).
<b>Site Location</b>	NEC of S. Ten Mile Rd and W. Sunbeam St, Kuna, ID 83634
<b>Applicant</b>	<b>Ryan Minert</b> 3327 N. Eagle Rd, Ste 110-148 Meridian, ID 83646 208-639-3262 <a href="mailto:ryan@iagroupllc.com">ryan@iagroupllc.com</a>
<b>Representative</b>	<b>Wendy Shrief</b> 250 S. Beechwood Dr, Ste 201 Boise, ID 83709 208-376-7330 <a href="mailto:wshrief@jub.com">wshrief@jub.com</a>
<b>Public Hearing Date</b>	Tuesday, <b>November 12, 2019</b> 6:00 pm Kuna City Hall is located at 751 W. 4 <sup>th</sup> Street, Kuna, ID 83634
<b>Staff Contact</b>	Doug Hanson, Planner I <a href="mailto:dhanson@kunaid.gov">dhanson@kunaid.gov</a> 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.*



CENTRAL DISTRICT HEALTH DEPARTMENT  
Environmental Health Division

RECEIVED  
SEP 16 2019  
CITY OF KUNA

- Return to:
- ACZ
  - Boise
  - Eagle
  - Garden City
  - Kuna
  - Meridian
  - Star

Rezone # \_\_\_\_\_

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

Preliminary / Final / Short Plat 19-07-5

Kern River Heights

- 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.
- 14. \_\_\_\_\_

Reviewed By: [Signature]  
Date: 9/10/19

**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

07 September 2019

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

RE: Kern River Heights Sub.  
Ten Mile and W Sunbeam St, Kuna 83634  
Boise-Kuna Irrigation District  
Narcissa 00+10  
Sec. 26, T2N, R1W, BM.

**201901316-AC A**

BK-1300 S

Doug Hanson, Planner I:

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: Ray Moore  
Lauren Boehlke  
File

Watermaster, Div; 3 BPBC  
Secretary – Treasurer, BKID

RECEIVED  
SEP 11 2019  
CITY OF KUNA



STATE OF IDAHO  
DEPARTMENT OF  
ENVIRONMENTAL QUALITY

RECEIVED  
SEP 18 2019  
CITY OF KUNA

1445 North Orchard • Boise, ID 83706 • (208) 373-0550

Brad Little, Governor  
John H. Tippets, Director

September 13, 2019

Doug Hanson, Planner I  
City of Kuna Planning & Zoning Department  
P.O. Box 13  
Kuna, ID 83634

RE: Kern River Heights Subdivision, 19-06-ZC, 19-07-S, 19-27-DR

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: [deq.idaho.gov/assistance-resources/environmental-guide-for-local-govts](http://deq.idaho.gov/assistance-resources/environmental-guide-for-local-govts).

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 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 final plat 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](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.

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.

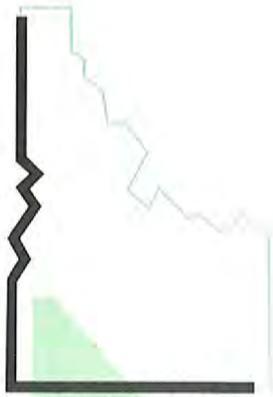
#### **4. Surface Water**

- 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 Conservation 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



ORGANIZED 1911

# Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH  
FAX #208-463-0092

NAMPA, IDAHO 83651-4395  
nmid.org

OFFICE: Nampa 208-466-7861  
SHOP: Nampa 208-466-0663

September 12, 2019

Doug Hanson, Planner I  
City of Kuna  
751 W. 4<sup>th</sup> Street  
Kuna, ID 83634

RECEIVED  
SEP 16 2019  
CITY OF KUNA

**RE: 19-06-ZC, 19-07-S & 19-27-DR/ Kern River Heights Subdivision**

Dear Doug:

Nampa & Meridian Irrigation District (NMID) has no comment on the above referenced application as it lies outside of our district boundaries. Please contact Thomas Ritthaler, Boise Project- Board of Control, at 208-344-1141 or 2465 Overland Road Room 202 Boise, ID 83705-3173.

All private laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site NMID must review drainage plans. Developers must comply with Idaho Code 31-3805.

Sincerely,

David T. Duvall  
Asst. Water Superintendent  
Nampa & Meridian Irrigation District  
DTD/ gnf

Cc:  
Office/ file  
T. Ritthaler, Board of Control

**Doug Hanson**

**received**  
9.16.19

**From:** D3 Development Services <D3Development.Services@itd.idaho.gov>  
**Sent:** Monday, September 16, 2019 10:44 AM  
**To:** Doug Hanson  
**Subject:** 19-07-S, 19-06-ZC, 19-27-DR Kern River Heights Subdivision

Good morning,  
ITD has received application 19-07-S, 19-06-ZC, 19-27-DR 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:** Doug Hanson <dhanson@kunaaid.gov>  
**Sent:** Thursday, September 5, 2019 1:22 PM  
**To:** Ada County Engineer <agilman@adaweb.net>; Ada County Highway District <planningreview@achdidaho.org>; Adam Ingram <adam.ingram@cableone.biz>; Becky Rone - Kuna USPS Addressing <rebecca.i.rone@usps.gov>; Bob Bachman <bbachman@kunaaid.gov>; Bobby Withrow <bwithrow@kunaaid.gov>; Boise Project Board of Control <bcarter@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 Easments 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>; Julie Stanely - Regional Address Mgmt. <Julie.R.Stanley@usps.gov>; Kuna Police <jdusseau@adaweb.net>; 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@kunaaid.gov>; Megan Leatherman <mleatherman@adaweb.net>; Nampa Meridian Irrigation District <nmid@nmid.org>; New York Irrigation <terri@nyid.org>; Paul Stevens <PStevens@kunaaid.gov>; Perry Palmer <ppalmer@kunafire.com>; Planning Mgr: Ada County Development Services <jboal@adaweb.net>; Wendy Howell <whowell@kunaaid.gov>  
**Subject:** [EXTERNAL] Kuna Planning and Zoning Request for Comment - Case No. 19-07-S (Preliminary Plat), 19-06-ZC (Rezone), 19-27-DR (Design Review) - Kern River Heights Subdivision

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---  
September 5, 2019

Notice is hereby given by the City of Kuna that the following action(s) are under consideration:

<b>File Number &amp; Case Name:</b>	19-06-ZC (Rezone),19-07-S (Preliminary Plat) & 19-27-DR (Design Review) – Kern River Heights Subdivision.
-------------------------------------	---



CITY OF KUNA  
P.O. BOX 13  
KUNA, ID 83634  
[www.kunacity.id.gov](http://www.kunacity.id.gov)

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

## MEMORANDUM

**Date:** 4 October 2019  
**From:** Paul A. Stevens, P.E.  
**To:** Wendy Howell, Planning and Zoning Director  
**RE:** Kern River Heights Subdivision Preliminary Plat – 19-07-S, 19-06-ZC & Design Review– 19-27-DR

---

The Kern River Heights Subdivision Preliminary Plat and design review request dated 16 August 2019 has been reviewed. It is noted that while the application outlines the applicant's general development intent, specific development plans are not provided except those implied as allowed or permitted in a "R-6" zone. These comments apply to the preliminary plat and do not address the landscaping design review request. The landscaping & design review request rests with the Planning and Zoning Department. Review 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:

### 1. General

- a. Kern River Heights Subdivision requests a rezone from A agricultural to R6 residential, contains 7.24 Acres, 6 common lots, and 29 residential lots. A commensurate impact on the City of Kuna's water and sewer utilities will result.
- b. Access to Kern River Heights Subdivision is from W. Sunbeam Street and S. Rocker Avenue.
- c. A plan approval letter will be required if this project affects any local irrigation districts.
- d. Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
- e. State the vertical datum used for elevations on all drawings.
- f. Provide engineering certification on all final engineering drawings.

### 2. Inspection Fees

- a. An inspection fee will be required for City inspection of the construction of any water, sewer and irrigation facilities associated with this development.
- b. The developer shall retain a qualified responsible, Idaho registered professional engineer to provide sufficient inspection to certify to IDEQ that the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City.
- c. The developer's engineer and the City's inspector are permitted to coordinate inspections.
- d. The current inspection fee is \$1.00 per lineal foot of sewer, water and pressurized irrigation pipe

- e. Payment is due and payable prior to City's approval of final construction plans.

### **3. Right-of-Way**

- a. Kern River Heights Subdivision accesses from W. Sunbeam Street and S. Rocker Avenue.
- a. Sufficient right-of-way on the quarter line and section line for existing and future classified streets shall be provided pursuant to City & ACHD standards.
- b. Approaches onto classified streets must comply with ACHD approach policies.
- c. Sidewalk, curb and gutter, street widening and any related storm drainage facilities, shall be provided in connection with property development. All construction shall comply with city code and policies.
- d. All street construction must meet or exceed ACHD and City of Kuna development standards.
- e. Developer shall provide sufficient access and maintenance easements to allow city access to and maintenance of the pressurized irrigation, sewer and water main lines and any associated apparatus.

### **4. Sanitary Sewer & Potable Water**

- a. The applicant's property is presently undeveloped, is not connected to City services and would be 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.
- b. 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.
- c. Water and sewer utilities are pending construction. The exact method of supply and conveyance is to be determined.
- d. All sewer and water infrastructure must meet or exceed City of Kuna requirements.
- e. Kern River Heights Subdivision is located in the Ten Mile Lift Station Sewer Drainage Basin. Approximately 89 EDU connections may be available in the Ten Mile Lift Station Drainage Basin.
- f. Developer participation may be needed to expand the Ten Mile Lift Station.
- g. Sewer and Water "Will Serve" commitments shall be based on available water and sewer capacities at the time of construction drawing approval.
- h. Development construction must be in progress and vigorously pursued within one year from the Will Serve Letter date of issue to avoid automatic termination of the Will Serve Commitments.

### **5. Pressurized Irrigation**

- a. The applicant's property is not connected to the City of Kuna pressurized irrigation system. Relying on drinking water for irrigation purposes is contrary to City Code (6-4-2).
- b. Pressurized irrigation will be provided by the City of Kuna.
- c. All pressurized irrigation infrastructure shall meet or exceed City of Kuna standards.
- d. This application shall be conditioned to conform to the Pressurized Irrigation Master Plan.

### **6. Grading and Storm Drainage**

The following provisions apply to Kern River Heights Subdivision:

- a. Provide a grading and drainage plan which supports and maintains all upstream drainage rights and all downstream irrigation delivery rights as they presently exist for this property.
- b. 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.

- c. Runoff from public right-of-way is regulated by ACHD. On site storm water retention shall be reviewed in conjunction with the Civil Engineering construction improvements review.
- d. The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of any private disposal system.
- e. Any increase in quantity or rate of runoff or decrease in quality of runoff (compared to historical conditions) must be detained, treated and released at rates no greater than historical amounts at a quality consistent with historical quality.
- f. If impervious area is increased, provide a storm water disposal plan for review by the City Engineer which accounts for the increased storm water drainage. Provide detailed drawings of drainage facilities for 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.



**Project/File:** Kern River Heights Subdivision/ KPP19-0008/ 19-06-ZC, 19-07-S, 19-27-DR  
*This is a rezone, preliminary plat and design review application to allow for the development of 29 buildable lots and 6 common lots on 7.24 acres.*

**Lead Agency:** City of Kuna

**Site address:** NEC of Ten Mile Road and Sunbeam Street

**Staff Approval:** September 25, 2019

**Applicant:** Ryan Minert  
 3327 N. Eagle Rd. Ste 110-148  
 Meridian, ID 83646

**Representative:** Wendy Shrief  
 JUB  
 250 S. Beechwood Dr. Ste 201  
 Boise, ID 83709

**Staff Contact:** Paige Bankhead  
 Phone: 387-6293  
 E-mail: [pbankhead@achdidaho.org](mailto:pbankhead@achdidaho.org)

## **A. Findings of Fact**

- Description of Application:** The applicant is proposing to rezone two parcels from Agriculture (A) to Medium Density Residential (R-6), subdivide 7.24 acres into 29 buildable lots for single family dwellings and 6 common lots.

The applicant's proposal is consistent with the City of Kuna Comprehensive Plan Future Land Use Map for medium density residential uses on this site.

- Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Medium density residential	R-6
South	Medium density residential	R-6
East	Residential Single Family (Ada County)	R-1
West	Medium density residential	R-6

- Site History:** ACHD has not previously reviewed this site for a development application.
- Adjacent Development:** The following developments are pending or underway in the vicinity of the site:
  - Deserthawk Subdivision No. 4 to the south of site, 34 residential building lots and 7 common lots on 9.4 acres, approved by ACHD in July 2017.

5. **Transit:** Transit services are not available to serve this site.
6. **New Center Lane Miles:** The proposed development includes 0.32 centerline miles of new public road.
7. **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.
8. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**  
There are no roadways, bridges or intersections in the general vicinity of the project that are in the Integrated Five Year Work Plan (IFYWP) or the District’s Capital Improvement Plan (CIP).

## **B. Traffic Findings for Consideration**

1. **Trip Generation:** This development is estimated to generate 274 additional vehicle trips per day; 29 additional vehicle trips per hour in the PM peak hour, based on the Institute of Transportation Engineers Trip Generation Manual, 10<sup>th</sup> edition.
2. **Condition of Area Roadways**  
Traffic Count is based on Vehicles per hour (VPH)

<b>Roadway</b>	<b>Frontage</b>	<b>Functional Classification</b>	<b>PM Peak Hour Traffic Count</b>	<b>PM Peak Hour Level of Service</b>
Ten Mile Road	183-feet	Minor Arterial	24	Better than “E”

\* Acceptable level of service for a two-lane minor arterial is “E” (575 VPH).

3. **Average Daily Traffic Count (VDT)**  
*Average daily traffic counts are based on ACHD’s most current traffic counts.*
  - The average daily traffic count for Ten Mile Road north of King Road was 388 on 5/1/13.

## **C. Findings for Consideration**

### **1. Ten Mile Road**

a. **Existing Conditions:** Ten Mile Road is improved with 2-travel lanes, and no curb, gutter or sidewalk abutting the site. There is 70-feet of right-of-way for Ten Mile Road (30-feet from centerline to the site property line).

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 Policies 7205.2.1 & 7205.5.2 state that the standard 5-lane street section shall be 72-feet (back-of-curb to back-of-curb) within 96-feet of right-of-way. This width typically accommodates two travel lanes in each direction, a continuous center left-turn lane, and bike lanes on a minor arterial and a safety shoulder on a principal arterial.

**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 Ten Mile Road is designated in the MSM as a Residential Arterial with 5-lanes and on-street bike lanes, a 72-foot street section within 96-feet of right-of-way.

- c. **Applicant Proposal:** The applicant has proposed to dedicate right-of-way to total 48-feet from centerline of Ten Mile Road and widen Ten Mile Road to a minimum 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. They have also proposed to construct a 5-foot wide detached concrete sidewalk located a minimum of 41-feet from the centerline of Ten Mile Road abutting the site.

**Staff Comments/Recommendations:** The applicant's proposal should be approved as proposed. The applicant will not be compensated for the right-of-way dedication as this segment of Ten Mile Road is not listed as impact fee eligible in the Capital Improvements Plan.

If the sidewalk is located outside of the dedicated right-of-way, then a permanent right-of-way easement should be provided.

The City of Kuna has indicated a desire for some arterial roadways to be constructed as complete streets with pavement widening, curb, and gutter to create a finished look for the roadway. If the City of Kuna requires Ten Mile Road to be constructed as a complete street abutting the site, then it should be constructed as half of a 3-lane, 49-foot street section with 24.5-feet of pavement from the centerline of Ten Mile Road, vertical curb, gutter, and a detached concrete sidewalk, a minimum of 5-feet in width, located a minimum of 41-feet from the centerline of Ten Mile Road abutting the site.

## 2. Sunbeam Street

a. **Existing Conditions:** Sunbeam is an unimproved, unopened right-of-way abutting the site. There is 50-feet of right-of-way for Sunbeam Street.

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.

**Sidewalk Policy:** District policy 7206.5.6 requires a 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.

**Half Street Policy:** District Policy 7206.2.2 required improvements shall consist of pavement widening to one-half the required width, including curb, gutter and concrete sidewalk (minimum 5-feet), 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.

**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 Residential Collector. The new collector roadway should align with Sunbeam Street on the west side of Ten Mile Road and continue through the property stubbing to the east. The Residential Collector typology as depicted in the Livable Street Design Guide

recommends a 2-lane roadway with bike lanes, a 36-foot street section within 54-feet of right-of-way.

- c. **Applicant Proposal:** The applicant is proposing to construct Sunbeam Street has ½ of a 36-foot residential collector street section, plus an additional 12-feet of pavement to total 30-feet, with vertical curb, gutter, and 7-foot wide attached (or 5-foot wide detached) concrete sidewalk abutting the site within the 50-feet of right-of-way.
- d. **Staff Comments/Recommendations:** The applicant’s proposal should be approved as proposed. If detached sidewalks are constructed and are located outside of the right-of-way, then a permanent right-of-way easement should be provided.

### 3. Internal Local Streets

a. **Existing Conditions:** There are no internal local streets within the site.

b. **Policy:**

**Local Roadway Policy:** District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

**Street Section and Right-of-Way Policy:** District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).

**Standard Urban Local Street—33-foot Street Section and Right-of-way Policy:** District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.

For the City of Kuna and City of Star: Unless otherwise approved by Kuna or Star, the standard street section shall be 36-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 50-feet of right-of-way.

**Continuation of Streets Policy:** District Policy 7207.2.4 states that an existing street, or a street in an approved preliminary plat, which ends at a boundary of a proposed development shall be extended in that development. The extension shall include provisions for continuation of storm drainage facilities. Benefits of connectivity include but are not limited to the following:

- Reduces vehicle miles traveled.
- Increases pedestrian and bicycle connectivity.
- Increases access for emergency services.
- Reduces need for additional access points to the arterial street system
- Promotes the efficient delivery of services including trash, mail and deliveries.
- Promotes appropriate intra-neighborhood traffic circulation to schools, parks, neighborhood commercial centers, transit stops, etc.
- Promotes orderly development.

**Sidewalk Policy:** District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District's Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

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.

- c. **Applicant's Proposal:** The applicant has proposed to construct the internal local streets as 36-foot street sections with rolled curb, gutter, and 5-foot wide attached concrete sidewalks within 50-feet of right-of-way.
- d. **Staff Comments/Recommendations:** The applicant's proposal meets district policy and should be approved, as proposed.

#### 4. Roadway Offsets

- a. **Existing Conditions:** There are no roadways within the site.
- b. **Policy:**  
**Local Offset Policy:** District policy 7206.4.5, requires local roadways intersecting a collector roadway to align or offset a minimum of 330-feet (measured centerline to centerline).

District policy 7207.4.2, requires local roadways intersecting other local roadways to align or provide a minimum offset of 125-feet from any other street (measured centerline to centerline).

- c. **Applicant's Proposal:** The applicant is proposing to construct one new local street, Footlights Avenue, to intersect Sunbeam Street which will be located approximately 135 feet west of the proposed new local street from the southern subdivision, Tanami Avenue, and 395 feet east of Ten Mile Road.

The applicant is also proposing to construct internal streets that are aligned or offset at least 125 feet from each other.

- d. **Staff Comments/Recommendations:** The applicant's proposal to construct Footlights Avenue 135-feet from Tanami Avenue on Sunbeam Street does not meet District policy for roadway offsets for local streets along a collector. Staff recognizes that the offset between Tanami Road and Ten Mile Road (530-feet) limits the ability for the applicant to meet the 330-feet of spacing between Tanami Road and Footlights Avenue. Therefore, Staff recommends adjusting Footlights Avenue to be at least 330-feet from Ten Mile Road, as measured centerline to centerline. Staff does not recommend that the applicant align Footlights Avenue with Tanami Avenue because it would create a linear road to the north that would not be conducive to traffic calming.

#### 5. Stub Streets

- a. **Existing Conditions:** There is an existing local stub street that stubs at the northern property line, Rocker Avenue.
- b. **Policy:**  
**Stub Street Policy:** District policy 7207.2.4 (local) 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 7207.2.5.4 (local), except a temporary cul-de-sac will not

be required if the stub street has a length less than 150-feet. A sign shall be installed at the terminus of the stub street stating that, "THIS ROAD WILL BE EXTENDED 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.
- c. **Applicant Proposal:** The applicant is proposing to extend Rocker Avenue into the site, and to construct a new local stub street to the east, Canube Street, located 150-feet north of Sunbeam Street.
- d. **Staff Comments/Recommendations:** The applicant's proposal meets District policy and should be approved as proposed. A sign shall be installed at the terminus of the Canube Street stub street stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

## 6. 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.

## 7. 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.

## 8. Other Access

Ten Mile Road is classified as a minor arterial roadway; Sunbeam Street is classified as a collector roadway. Other than the access specifically approved with this application, direct lot access is prohibited to these roadways and should be noted on the final plat.

## **D. Site Specific Conditions of Approval**

1. Dedicate additional right-of-way to total 48-feet from the centerline of Ten Mile Road abutting the site. Compensation will not be provided for this right-of-way dedication.
2. Widen the pavement on Ten Mile Road to a minimum 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site.
3. Construct a 5-foot wide detached concrete sidewalk located a minimum of 41-feet from the centerline of Ten Mile Road abutting the site. Provide a permanent right-of-way easement if detached sidewalks are located outside of the dedicated right-of-way.
4. If the City of Kuna requires Ten Mile Road to be constructed as a complete street abutting the site, then construct Ten Mile Road as half of a 3-lane, 49-foot street section with 24.5-feet of pavement from the centerline of Ten Mile Road, vertical curb, gutter, and a detached concrete sidewalk, a minimum of 5-feet in width, located a minimum of 41-feet from the centerline of Ten Mile Road abutting the site.

5. Construct the internal local streets as 36-foot street sections with rolled curb, gutter, and 5-foot wide attached concrete sidewalks within 50-feet of right-of-way.
6. Construct Footlights Avenue, to intersect Sunbeam Street, 330-feet east of Ten Mile Road as measured from centerline to centerline.
7. Construct one stub street to the east, Canube Avenue, located 150-feet north of Sunbeam Street. Install a sign at the terminus of Sahara Drive, which states that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."
8. Internal local streets should align or offset no less than 125-feet, as measured from centerline to centerline.
9. Ten Mile Road is classified as a minor arterial roadway; Sunbeam Street is classified as a collector roadway. Other than the access specifically approved with this application, direct lot access is prohibited to these roadways and should be noted on the final plat.
10. Payment of impact fees is due prior to issuance of a building permit.
11. 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.

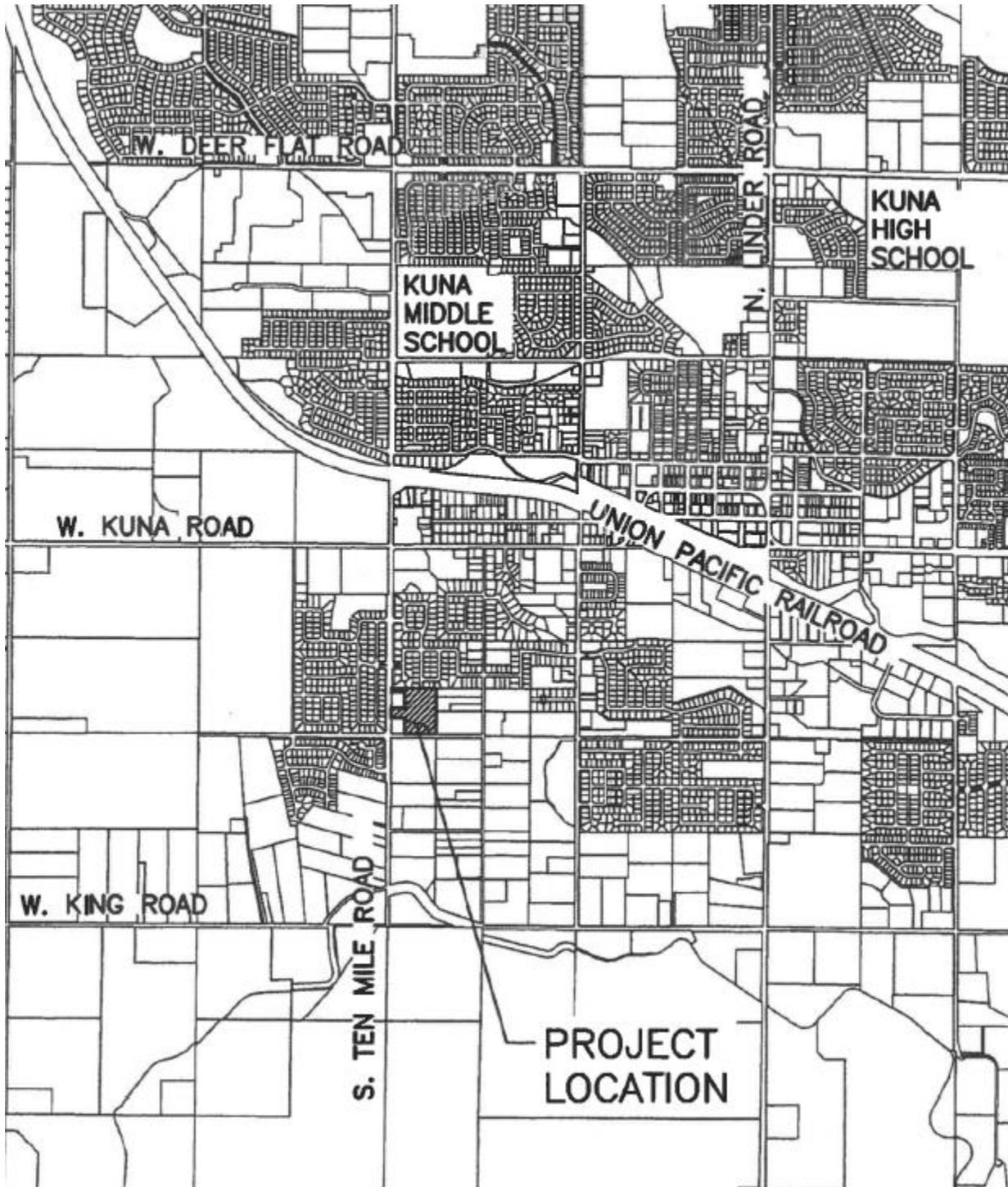
## **F. Conclusions of Law**

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. Site Plan
3. Utility Coordinating Council
4. Development Process Checklist
5. Request for Reconsideration 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](http://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.

# Request for Reconsideration of Commission Action

1. **Request for Reconsideration of Commission Action:** A Commissioner, a member of ACHD staff or any other person objecting to any final action taken by the Commission may request reconsideration of that action, provided the request is not for a reconsideration of an action previously requested to be reconsidered, an action whose provisions have been partly and materially carried out, or an action that has created a contractual relationship with third parties.
  - a. Only a Commission member who voted with the prevailing side can move for reconsideration, but the motion may be seconded by any Commissioner and is voted on by all Commissioners present.

If a motion to reconsider is made and seconded it is subject to a motion to postpone to a certain time.
  - b. The request must be in writing and delivered to the Secretary of the Highway District no later than 11:00 a.m. 2 days prior to the Commission's next scheduled regular meeting following the meeting at which the action to be reconsidered was taken. Upon receipt of the request, the Secretary shall cause the same to be placed on the agenda for that next scheduled regular Commission meeting.
  - c. The request for reconsideration must be supported by written documentation setting forth new facts and information not presented at the earlier meeting, or a changed situation that has developed since the taking of the earlier vote, or information establishing an error of fact or law in the earlier action. The request may also be supported by oral testimony at the meeting.
  - d. If a motion to reconsider passes, the effect is the original matter is in the exact position it occupied the moment before it was voted on originally. It will normally be returned to ACHD staff for further review. The Commission may set the date of the meeting at which the matter is to be returned. The Commission shall only take action on the original matter at a meeting where the agenda notice so provides.
  - e. At the meeting where the original matter is again on the agenda for Commission action, interested persons and ACHD staff may present such written and oral testimony as the President of the Commission determines to be appropriate, and the Commission may take any action the majority of the Commission deems advisable.
  - f. If a motion to reconsider passes, the applicant may be charged a reasonable fee, to cover administrative costs, as established by the Commission.



# City of Kuna PROOF OF PROPERTY POSTING

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

Phone: (208) 922-5274  
Fax: (208) 922-5989  
Web: www.kunacity.id.gov

This notice shall confirm that the Public Hearing Notice for Kern River  
(NAME OF SUBDIVISION OR ADDRESS) was posted as required per Kuna City Ordinance  
5-1A-8. Sign posted 11/1/19 (DAY OF THE WEEK, MONTH,  
DATE AND YEAR). *This form is required to be returned three (3) calendar days  
subsequent to posting and signs are to be removed from the site three (3) calendar  
days after the hearing.*

DATED this 1 day of November, 2019.

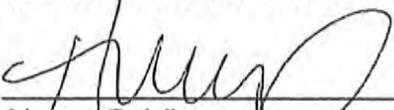
Signature,

  
Owner/Developer

STATE OF IDAHO )  
County of Ada ) : ss  
)

On this 1 day of November, 2019, before me the  
undersigned, a Notary Public in and for said State, personally appeared before me  
(Owner, Developer).

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

  
Notary Public  
Residing at 10009 Westside Dr.  
Commission Expires 3/30/21



# **CITY OF KUNA PUBLIC HEARING NOTICE**

**Kuna Planning and Zoning Commission**

**THE CITY OF KUNA will hold a public hearing  
on November 12, 2019 at 6:00 PM, at  
Kuna City Hall**

**PURPOSE: 19-07-S (Preliminary Plat), 19-06-ZC (Rezone), and  
19-27-DR (Design Review)**

**LOCATION: 750 S. Ten Mile Rd. (APN: R5070503500) Kuna, Idaho**

**APPLICATION BY: JUB / Wendy Shrief**

**CONTACT: Kuna Planning & Zoning at 208-922-5546**



**CITY OF KUNA**  
PLANNING & ZONING DEPARTMENT

751 West 4<sup>th</sup> Street  
P.O. Box 13  
Kuna, ID 83634  
Phone: 208-922-5274  
Fax: 208-922-5989  
[www.kunacity.id.gov](http://www.kunacity.id.gov)

**CERTIFICATE OF MAILING**

Date: 10/17/2019  
To:  350' Property Owners     Other \_\_\_\_\_  
Planner: Doug Hanson, Planner I  
Case Name: 19-07-S & 19-06-ZC – Kern River Heights Subdivision

---

I HEREBY CERTIFY that on this 17<sup>th</sup> day of October, 2019, I caused a true and correct copy of the foregoing instrument to be deposited in the United States mail, with prepaid postage.

  
\_\_\_\_\_  
Signature

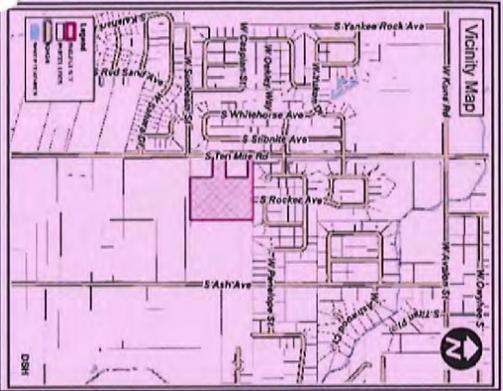
  
\_\_\_\_\_  
Attest



**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](http://www.kunacity.id.gov)

Dear Property Owner:

**NOTICE IS HEREBY GIVEN** that the City of Kuna **Planning and Zoning Commission** is scheduled to hold a public hearing on **November 12, 2019, beginning at 6:00 pm** on the following case:



**Ann and Kyle Allen  
647 S Stibnite Ave  
Kuna, ID 83634**

**Carl Bader  
780 S Ten Mile Rd  
Kuna, ID 83634**

**Carl J Bader  
PO Box 332  
Kuna, ID 83634**

**Roger and Amy Beavers  
587 S Rocker Ave  
Kuna, ID 83634**

**Judith and John Beliera  
1429 W Penelope St  
Kuna, ID 83634**

**Bendall Family Trust  
566 S Retort Pl  
Kuna, ID 83634**

**Todd and Deena Brier  
524 S Tailings Ave  
Kuna, ID 83634**

**Joshua and Katie Brown  
535 S Tailings Ave  
Kuna, ID 83634**

**William and Sheryl Bustamante  
1533 W Scoop St  
Kuna, ID 83634**

**Mckenzie and Heather Callahan  
487 S Rocker Ave  
Kuna, ID 83634**

**Challenger Development Inc  
1977 E Overland Rd  
Meridian, ID 83642**

**Cindy Clark  
834 S Stibnite Pl  
Kuna, ID 83634**

**Eric and Katie Clark  
722 S Ten Mile Rd  
Kuna, ID 83634**

**Robert and Jessica Clark  
741 S Stibnite Ave  
Kuna, ID 83634**

**Cynthia Cothorn  
1489 W Scoop St  
Kuna, ID 83634**

**Clinton Curtis  
1511 S Scoop St  
Kuna, ID 83634**

**Deserthawk Sub HOA  
177 E Overland Rd  
Meridian, ID 83642**

**Daniel and Julie Dobransky  
1467 W Scoop St  
Kuna, ID 83634**

**Michaelyn Drenner  
650 S Stibnite Ave  
Kuna, ID 83634**

**Jeanie and Jason Dulin  
488 S Rocker Ave  
Kuna, ID 83634**

**Glenn and Barbara Ellis  
622 S Whitehorse Ave  
Kuna, ID 83634**

**Brian and Terresa Ellway  
742 S Stibnite Ave  
Kuna, ID 83634**

**Thomas and Donna Emidy  
497 S Tailings Ave  
Kuna, ID 83634**

**Matthew Engelbart  
704 S Whitehorse Ave  
Kuna, ID 83634**

**Scott Frazier  
513 S Tailings Ave  
Kuna, ID 83634**

**Juli and Bobby Frontini  
521 S Rocker Ave  
Kuna, ID 83634**

**Colleen Gee and Cheryl Potts  
683 S Stibnite Ave  
Kuna, ID 83634**

**Bart and Louann George  
1407 W Penelope St  
Kuna, ID 83634**

**Melisa George  
852 S Stibnite Pl  
Kuna, ID 83634**

**Mason Hardin  
534 S Rocker Ave  
Kuna, ID 83634**

**Todd and Kristin Hayes**  
502 S Retort PI  
Kuna, ID 83634

**Allen and Heather Hillman**  
634 S Stibnite Ave  
Kuna, ID 83634

**Hip Woo Hong Trading Co LLC**  
318 W Colchester Dr  
Eagle, ID

**Joel and Melissa Hirtle**  
535 S Retort PI  
Kuna, ID 83634

**Jaymie Hoyle and Babette Monroe**  
524 S Retort PI  
Kuna, ID 83634

**Misty and Noel Hudon**  
847 S Ash Ave  
Kuna, ID 83634

**Travis Johnson and Amber Saurey**  
629 S Stibnite Ave  
Kuna, ID 83634

**Irina and Ruslan Kondratyuk**  
502 S Tailings Ave  
Kuna, ID 83634

**Otha and Brenda Lee**  
722 S Whitehorse Ave  
Kuna, ID 83634

**Kyle Mallatt**  
1661 W Afton St  
Kuna, ID 83634

**Nicholas and Stephanie Marsala**  
1677 W Afton St  
Kuna, ID 83634

**Wanda Martin**  
1649 W Afton St  
Kuna, ID 83634

**Benjamin and Jennifer Maupin**  
478 S Retort Ave  
Kuna, ID 83634

**David and Rose McCaslin**  
553 S Rocker Ave  
Kuna, ID 83634

**Martin and Julie McDannel**  
682 S Whitehorse Ave  
Kuna, ID 83634

**Tyler and Angie McKay**  
513 S retort PI  
Kuna, ID 83634

**Alan Michaelson**  
655 S Ash Ave  
Kuna, ID 83634

**Gordon and Susan Neuman**  
553 S Stibnite Ave  
Kuna, ID 83634

**Eric and Jillian Neville**  
546 S Tailings Ave  
Kuna, ID 83634

**Douglas and Peggy Newman**  
29776 Davis Rd  
Bruneau, ID 83604-5038

**Erik and Amy Nielsen**  
660 W Whitehorse Ave  
Kuna, ID 83634

**Dillon Onieda**  
512 S Rocker Ave  
Kuna, ID 83634

**Kimberly and Lucas Packer**  
668 S Stibnite Ave  
Kuna, ID 83634

**Clyde and Sara Powell**  
550 S Stibnite Ave  
Kuna, ID 83634

**David and Shannon Puga**  
706 S Stibnite Ave  
Kuna, Id 83634

**David and Danielle Pugmire**  
709 S Stibnite Ave  
Kuna, ID 83634

**Patricia Rafter**  
607 S Stibnite Ave  
Kuna, ID 83634

**Brett Reitmeier**  
PO Box 248  
Kuna, ID 83634

**Kurt Romero**  
589 S Stibnite Ave  
Kuna, ID 83634

**Derek and Kelsey Sanders**  
565 S Rocker Ave  
Kuna, ID 83634

**Gregory and Patricia Savage  
756 S Stibnite Ave  
Kuna, ID 83634**

**Silver Falls HOA Inc  
PO Box 817  
Kuna, ID 83634-0817**

**Floyd and Patricia Smart  
577 S Retort PI  
Kuna, ID 83634**

**Kevin and Ann Smith  
519 S Whim Ave  
Kuna, ID 83634**

**Jonathan and Heidi Sorenson  
531 S Whim Ave  
Kuna, ID 83634**

**Sutter's Mill Sub No. 1 HOA  
PO Box 87  
Kuna, ID 83634**

**Heather and John Talbot  
625 S Ash Ave  
Kuna, ID 83634**

**Casey and Kathleen Timmons  
723 S Stibnite Ave  
Kuna, ID 83634**

**Vladimir and Yelena Tsioma  
618 S Stibnite Ave  
Kuna, ID 83634**

**Cloyd and Brenda Watson  
684 S Stibnite Ave  
Kuna, ID 83634**

**Douglas Wiebusch  
685 S Ash Ave  
Kuna, ID 83634**

**Stephen and Shelley Wilcox  
604 S Whitehorse Ave  
Kuna, ID 836334**

**Joshua Wilks  
594 S Stibnite Ave  
Kuna, ID 83634**

**Paul Williams  
644 S Whitehorse Ave  
Kuna, ID 83634**

**Thurlow Young  
728 S Stibnite Ave  
Kuna, ID 83634**

PRIMOWNER

ALLEN DESANIE ANN  
BADER CARL  
BADER CARL J  
BEAVERS ROGER W  
BELIERA JUDITH E  
BENDALL FAMILY TRUST 12/11/17  
BREIER TODD J  
BROWN JOSHUA L  
BUSTAMANTE WILLIAM J  
CALLAHAN MCKENZIE  
CHALLENGER DEVELOPMENT INC  
CLARK CINDY L  
CLARK ERIC  
CLARK ROBERT MATTHEW  
COTHERN CYNTHIA  
CURTIS CLINTON J  
DESERTHAWK SUB HOA  
DOBRANSKY DANIEL R  
DRENNER MICHAELYN D  
DULIN JEANNIE C  
ELLIS GLENN ALVIN  
ELLWAY BRIAN  
EMIDY THOMAS  
ENGELBART MATTHEW M  
FRAZIER SCOTT R  
FRONTINO JULI LINN  
GEE COLLEEN A  
GEORGE BART BOONE  
GEORGE MELISA  
HARDIN MASON D  
HAYES TODD  
HILLMAN ALLEN K  
HIP WOO HONG TRADING CO LLC  
HIRTLE JOEL W  
HOYLE JAYMIE D  
HUDON MISTY D  
JOHNSON TRAVIS BRENT  
KONDRATYUK IRINA  
LEE OTHA C  
MALLATT KYLE  
MARSALA NICHOLAS J  
MARTIN WANDA A  
MAUPIN BENJAMIN N  
MCCASLIN DAVID A  
MCDANNEL MARTIN BRIAN  
MCKAY TYLER M

SECOWNER

ALLEN KYLE B  
  
BEAVERS AMY E  
BELIERA JOHN L  
BENDALL RICHARD EVAN TRUSTEE  
BREIER DEENA L  
BROWN KATIE AMANDA  
BUSTAMANTE SHERYL K  
CALLAHAN HEATHER  
  
CLARK KATIE  
CLARK JESSICA JEAN  
  
DOBRANSKY JULIE M  
  
DULIN JASON M  
ELLIS BARBARA JEAN  
ELLWAY TERESA  
EMIDY DONNA  
  
FRONTINO BOBBY RAY  
POTTS CHERYL D  
GEORGE LOUANN  
  
HAYES KRISTINE  
HILLMAN HEATHER B  
  
HIRTLE MELISSA J  
MONROE BABBETTE T  
HUDON NOEL T  
SAUREY AMBER RAE  
KONDRATYUK RUSLAN  
LEE BRENDA B  
  
MARSALA STEPHANIE D  
  
MAUPIN JENNIFER  
MCCASLIN ROSE A  
MCDANNEL JULIE M  
MCKAY ANGIE T

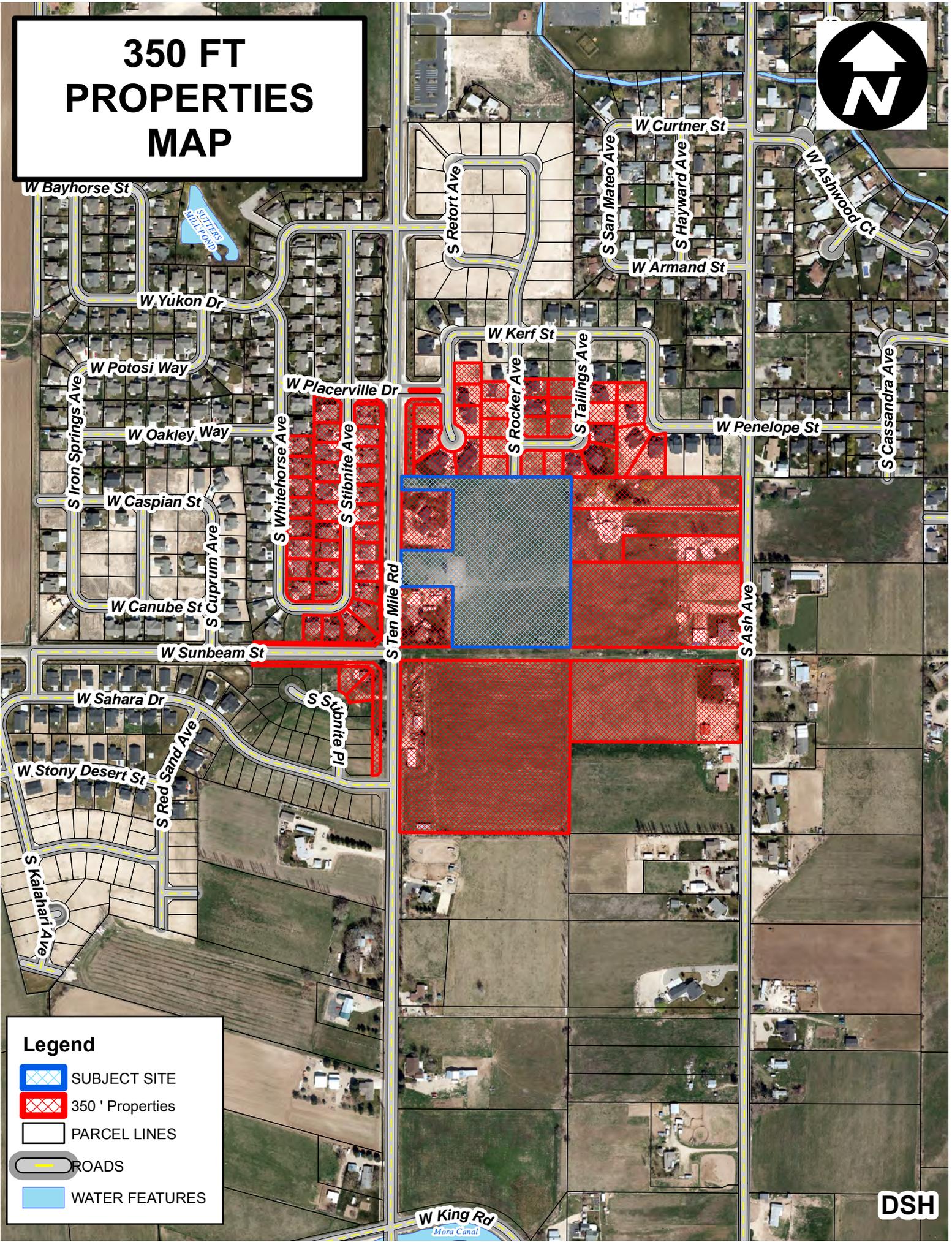
MICHAELSON ALAN M  
NEUMAN GORDON JAY  
NEVILLE ERIC P  
NEWMAN DOUGLAS A  
NIELSEN ERIK C  
ONIEDA DILLON J  
PACKER KIMBERLY G  
POWELL CLYDE L JR  
PUGA DAVID  
PUGMIRE DAVID L  
RAFTER PATRICIA  
REITMEIER BRETT L  
ROMERO KURT TOMAS  
SANDERS DEREK L  
SAVAGE GREGORY L JR  
SILVER FALLS HOA INC  
SMART FLOYD  
SMITH KEVIN CURT  
SORENSEN JONATHAN W  
SUTTERS MILL SUB NO 1 HOA INC  
SUTTER'S MILL SUBDIVISION NO 1 HOMEOWNERS' ASSOCIATION  
TALBOT HEATHER LEA  
TIMMONS CASEY  
TSIOMA VLADIMIR  
WATSON CLOYD  
WIEBUSCH DOUGLAS  
WILCOX STEPHEN D  
WILKS JOSHUA MICHAEL  
WILLIAMS PAUL L & JANET M REVOCABLE LIVING TRUST  
YOUNG THURLOW D REVOCABLE LIVING TRUST

NEUMAN SUSAN P  
NEVILLE JILLIAN D  
NEWMAN PEGGY S  
NIELSEN AMY R  
  
PACKER LUCAS W  
POWELL SARA  
PUGA SHANNON MARIE  
PUGMIRE DANIELLE M  
  
SANDERS KELSEY N  
SAVAGE PATRICIA A  
  
SMART PATRICIA  
SMITH ANN CELESTE  
SORENSEN HEIDI L  
  
TALBOT JOHN A  
TIMMONS KATHLEEN  
TSIOMA YELENA  
WATSON BRENDA  
  
WILCOX SHELLEY R  
  
WILLIAMS PAUL L TRUSTEE  
YOUNG THURLOW D TRUSTEE

ADDCONCAT	STATCONCAT
647 S STIBNITE AVE	KUNA, ID 83634-0000
780 S TEN MILE RD	KUNA, ID 83634-0000
P O BOX 332	KUNA, ID 83634-0000
587 S ROCKER AVE	KUNA, ID 83634-0000
1429 W PENELOPE ST	KUNA, ID 83634-0000
566 S RETORT PL	KUNA, ID 83634-0000
524 S TAILINGS AVE	KUNA, ID 83634-0000
535 S TAILINGS AVE	KUNA, ID 83634-0000
1533 W SCOOP ST	KUNA, ID 83634-0000
487 S ROCKER AVE	KUNA, ID 83634-0000
1977 E OVERLAND RD	MERIDIAN, ID 83642-0000
834 S STIBNITE PL	KUNA, ID 83634-0000
722 S TEN MILE RD	KUNA, ID 83634-0000
741 S STIBNITE AVE	KUNA, ID 83634-0000
1489 W SCOOP ST	KUNA, ID 83634-0000
1511 W SCOOP ST	KUNA, ID 83634-0000
177 E OVERLAND RD	MERIDIAN, ID 83642-0000
1467 W SCOOP ST	KUNA, ID 83634-0000
650 S STIBNITE AVE	KUNA, ID 83634-0000
488 S ROCKER AVE	KUNA, ID 83634-0000
622 S WHITEHORSE AVE	KUNA, ID 83634-0000
742 S STIBNITE AVE	KUNA, ID 83634-0000
497 S TAILINGS AVE	KUNA, ID 83634-0000
704 S WHITEHORSE AVE	KUNA, ID 83634-0000
513 S TAILINGS AVE	KUNA, ID 83634-0000
521 S ROCKER AVE	KUNA, ID 83634-0000
683 S STIBNITE AVE	KUNA, ID 83634-0000
1407 W PENELOPE ST	KUNA, ID 83634-0000
852 S STIBNITE PL	KUNA, ID 83634-0000
534 S ROCKER AVE	KUNA, ID 83634-0000
502 S RETORT PL	KUNA, ID 83634-0000
634 S STIBNITE AVE	KUNA, ID 83634-0000
318 W COLCHESTER DR	EAGLE, ID 83616-0000
535 S RETORT PL	KUNA, ID 83634-0000
524 S RETORT PL	KUNA, ID 83634-0000
847 S ASH AVE	KUNA, ID 83634-0000
629 S STIBNITE AVE	KUNA, ID 83634-0000
502 S TAILINGS AVE	KUNA, ID 83634-0000
722 S WHITEHORSE AVE	KUNA, ID 83634-0000
1661 W AFTON ST	KUNA, ID 83634-0000
1677 W AFTON ST	KUNA, ID 83634-0000
1649 W AFTON ST	KUNA, ID 83634-0000
478 S RETORT AVE	KUNA, ID 83634-0000
553 S ROCKER AVE	KUNA, ID 83634-0000
682 S WHITEHORSE AVE	KUNA, ID 83634-0000
513 S RETORT PL	KUNA, ID 83634-0000

655 S ASH AVE	KUNA, ID 83634-0000
553 S STIBNITE AVE	KUNA, ID 83634-0000
546 S TAILINGS AVE	KUNA, ID 83634-0000
29776 DAVIS RD	BRUNEAU, ID 83604-5038
660 S WHITEHORSE AVE	KUNA, ID 83634-0000
512 S ROCKER AVE	KUNA, ID 83634-0000
668 S STIBNITE AVE	KUNA, ID 83634-0000
550 S STIBNITE AVE	KUNA, ID 83634-0000
706 S STIBNITE AVE	KUNA, ID 83634-0000
709 S STIBNITE AVE	KUNA, ID 83634-0000
607 S STIBNITE AVE	KUNA, ID 83634-0000
PO BOX 248	KUNA, ID 83634-0000
589 S STIBNITE AVE	KUNA, ID 83634-0000
565 S ROCKER AVE	KUNA, ID 83634-0000
756 S STIBNITE AVE	KUNA, ID 83634-0000
PO BOX 817	KUNA, ID 83634-0817
577 S RETORT PL	KUNA, ID 83634-0000
519 S WHIM AVE	KUNA, ID 83634-0000
531 S WHIM AVE	KUNA, ID 83634-0000
PO BOX 87	KUNA, ID 83634-0000
PO BOX 87	KUNA, ID 83634-0000
625 S ASH AVE	KUNA, ID 83634-0000
723 S STIBNITE AVE	KUNA, ID 83634-0000
618 S STIBNITE AVE	KUNA, ID 83634-0000
684 S STIBNITE AVE	KUNA, ID 83634-0000
685 S ASH AVE	KUNA, ID 83634-0000
604 S WHITEHORSE AVE	KUNA, ID 83634-0000
594 S STIBNITE AVE	KUNA, ID 83634-0000
644 S WHITEHORSE AVE	KUNA, ID 83634-0000
728 S STIBNITE AVE	KUNA, ID 83634-0000

# 350 FT PROPERTIES MAP



**Legend**

-  SUBJECT SITE
-  350' Properties
-  PARCEL LINES
-  ROADS
-  WATER FEATURES

## Doug Hanson

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**From:** Doug Hanson  
**Sent:** Thursday, October 17, 2019 8:44 AM  
**To:** 'IDAHO PRESS-TRIBUNE'  
**Subject:** City of Kuna Request for Legal Publication  
**Attachments:** Kern River Legal Publication KMN 10.23.19.docx

Greetings:

We would like to request that you publish the attached legal notification in the October 23<sup>rd</sup>, 2019 cycle of the Kuna Melba News on behalf of the City of Kuna, Planning and Zoning Department. This notification needs to only be published for one (1) cycle.

The Kuna P.O. for these requests is #9192 (if you need it)

Thanks,

Doug Hanson  
Planner 1  
City of Kuna  
751 W 4<sup>th</sup> St  
Kuna, ID 83634

CITY OF KUNA  
PO Box 13 - Kuna, ID 83634  
Phone: 208.922.5274 - Fax: 208.922.5989

**File #'s 19-06-ZC & 19-07-S, Kern River Heights Subdivision**

NOTICE IS HEREBY GIVEN, that the Kuna Planning and Zoning Commission will hold a public hearing, **Tuesday, November 12, 2019 at 6:00 pm**, or as soon as can be heard at Kuna City Hall, 751 W. 4<sup>th</sup> St, Kuna, ID; in connection with a **Rezone (ZC) and Preliminary Plat (S)** request for Kern River Heights Subdivision. On behalf of Carl Bader (owner), JUB Engineers requests to rezone one parcel consisting of approximately 7.25 acres from A (Agriculture) to R-6 (Medium Density Residential) zone and to subdivide the 7.25 acres into 35 total lots (twenty-nine (29) buildable lots, six (6) common lots). The subject site is located at 750 S. Ten Mile Rd., Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APN: R5070503500).

The public is invited to present written or oral comments. Written testimony received by the close of business on **November 5, 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 4<sup>th</sup> 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

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*(No need to print this portion) Please publish one time on **October 23, 2019**.*

(Sent 10/17/2019)

Kuna P.O. #9192

IDAHO PRESS-TRIBUNE  
EMMETT MERIDIAN KUNA BOISE WKLY  
C/O ISJ PAYMENT PROCESSING CENTER  
PO BOX 1570  
POCATELLO ID 83204  
(208)467-9251  
Fax (208)475-2321

ORDER CONFIRMATION

Salesperson: LEGALS

Printed at 10/17/19 19:13 by sje14

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Acct #: 345222

Ad #: 1957318

Status: New HOLD

1 KUNA, CITY OF  
P.O. BOX 13  
KUNA ID 83634

Start: 10/23/2019 Stop: 10/23/2019  
Times Ord: 1 Times Run: \*\*\*  
LEG 1.00 X 70.00 Words: 293  
Total LEG 70.00  
Class: 0006 GOVERNMENT NOTICES  
Rate: LG Cost: 56.80  
# Affidavits: 1

Contact: CHRIS ENGLES  
Phone: (208)387-7727  
Fax#:  
Email: awelker@kunaid.gov; gsmith@k  
Agency:

Ad Descrpt: PH 11/12/19 KERN RIVER  
Given by: DOUG HANSON  
P.O. #:  
Created: sje14 10/17/19 19:10  
Last Changed: sje14 10/17/19 19:13

-----  
PUB ZONE EDT TP RUN DATES  
KMN A 96 S 10/23  
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AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

DOUG HANSON

\_\_\_\_\_  
Name (print or type)



\_\_\_\_\_  
Name (signature)

(CONTINUED ON NEXT PAGE)

IDAHO PRESS-TRIBUNE  
EMMETT MERIDIAN KUNA BOISE WKLY  
C/O ISJ PAYMENT PROCESSING CENTER  
PO BOX 1570  
POCATELLO ID 83204  
(208) 467-9251  
Fax (208) 475-2321

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

Printed at 10/17/19 19:13 by sje14

Acct #: 345222

Ad #: 1957318

Status: New HOLD CH

**LEGAL NOTICE**

File #'s 19-06-ZC & 19-07-S,  
Kern River Heights Subdivision

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Kuna Planning & Zoning  
Department

October 23, 2019 1957318