

**OFFICIALS**

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



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

**City Council Meeting**  
**AGENDA**  
**Tuesday, December 17, 2019**

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

- 1. Call to Order and Roll Call**
- 2. Invocation:** Stan Johnson, Changed Life Church
- 3. Pledge of Allegiance:** Mayor Stear
- 4. Consent Agenda:** ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS

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

**A. City Council Meeting Minutes**

- I. Regular City Council Minutes, December 3, 2019**

**B. Accounts Payable Dated December 12, 2019 in the Amount \$550,634.34**

**C. Resolutions**

- I. Consideration to approve Resolution No. R95-2019**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE PERPETUAL CITY OF KUNA WATER MAIN EASEMENT AGREEMENT WITH BLACK CREEK LIMITED PARTNERSHIP; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

- 2. Consideration to approve Resolution No. R96-2019**

CITY CAPITAL IMPROVEMENT AND LATECOMER REIMBURSEMENT POLICY – 2019

**D. Final Plats**

- I. Consideration to approve Case No. 19-16-FP (Final Plat) for the Malaspina Ranch Subdivision No. 1.**

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

2. Consideration to approve Case No. 19-17-FP (Final Plat) for the Greyhawk Subdivision No. 9.

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

None

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

- A. Public Hearing and Consideration to approve 19-07-ZC (Rezone) & 19-03-S (Preliminary Plat) for Robin Hood Subdivision – Troy Behunin, Planner III & Mark Tate, M3 Companies (Owner) **ACTION ITEM**

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).

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

Potential Motions:

- *Consideration to either:*
  - Option 1: Approve or Deny 19-07-ZC (Rezone) & 19-03-S (Preliminary Plat) and the Findings of Fact, Conclusions of Law and Order of Decision as presented in the packet and Close the Public Hearing.*
  - Option 2: Continue the Public Hearing to a time and date certain and direct staff to prepare a draft Findings of Fact, Conclusions of Law and Order of Decision for consideration by the Council.*

#### 7. **Business Items:**

- A. Consideration to approve 19-02-LLA (Lot Line Adjustment) – Jace Hellman, Planner II **ACTION ITEM**

On behalf of Jim Lesley (Owner), Jeff Likes with ALC Architecture seeks Lot Line Adjustment approval to create a larger buildable lot within Ensign Subdivision No. 2 for a new Freedom Fitness gym facility. The subject properties are located at 909 N. Meridian Road and 921 N. Meridian Road, Kuna, ID 83634 (APNS: R2404330020 & R2404330040).

- B. Request for direction on possible change in Alcohol License Renewal timeline – Chris Engels, City Clerk **ACTION ITEM**

## 8. Ordinances:

### A. Consideration to approve Ordinance No. 2019-01A ACTION ITEM

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

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. S1419223001 AND LUGARNO TERRA SUBDIVISION OWNED BY SELECT DEVELOPMENT & CONTRACTING LLC SITUATED WITHIN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND
- RESPECTIVELY ESTABLISHING R-6 AND R-4 ZONING DISTRICT CLASSIFICATION OF SAID REAL PROPERTIES; AND
- AMENDING THE OFFICIAL ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings*

*Consideration to approve Ordinance*

### B. Consideration to approve Ordinance No. 2019-35A ACTION ITEM

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

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

*Consideration to waive three readings*

*Consideration to approve Ordinance*

### C. Consideration to approve Ordinance No. 2019-46 ACTION ITEM

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

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NOS. S2102110000 AND S2101212400 OWNED BY THE

- BUREAU OF LAND MANAGEMENT WITHIN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND
- RESPECTIVELY ESTABLISHING PUBLIC (P) ZONING DISTRICT CLASSIFICATIONS OF SAID REAL PROPERTIES; AND
  - AMENDING THE OFFICIAL ZONING MAP; AND
  - DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
  - PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings*  
*Consideration to approve Ordinance*

**D.** Consideration to approve Ordinance No. 2019-47 **ACTION ITEM**

- A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA;
- MAKING CERTAIN FINDINGS; AND
  - REZONING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY PARCEL NOS. R2404330020, R2404330040 AND R2404330060 OWNED BY LESLEY PROPERTIES LLC, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND
  - AMENDING THE ZONING MAP; AND
  - DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
  - PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings*  
*Consideration to approve Ordinance*

**E.** Consideration to approve Ordinance No. 2019-48 **ACTION ITEM**

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

*Consideration to waive three readings*  
*Consideration to approve Ordinance*

**F. Consideration to approve Ordinance No. 2019-49 ACTION ITEM**

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

- MAKING CERTAIN FINDINGS; AND
- ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ALL LANDS LEGALLY DESCRIBED IN EXHIBIT A, OWNED BY GREYHAWK WEST LLC, GREYHAWK LAND COMPANY LLC & BRADFORD A. WATERS, SITUATED WITHIN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND
- ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTIES; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings*

*Consideration to approve Ordinance*

**G. Consideration to approve Ordinance No. 2019-50 ACTION ITEM**

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

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTIES, TO WIT: LANDS LEGALLY DESCRIBED IN EXHIBIT A, OWNED BY HDP GREYHAWK LLC, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND
- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings*

*Consideration to approve Ordinance*

**9. Mayor/Council Announcements:**

**10. Executive Session:**

*None*

**11. Adjournment:**



## OFFICIALS

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

## CITY OF KUNA

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

### City Council Meeting MINUTES

Tuesday, December 3, 2019

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

#### 1. *Call to Order and Roll Call*

##### **COUNCIL MEMBERS PRESENT:**

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

##### **CITY STAFF PRESENT:**

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

#### 2. *Invocation:* D. Scott Allen, Kuna United Methodist Church

#### 3. *Pledge of Allegiance:* Mayor Stear

#### 4. *Consent Agenda:* ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS (Timestamp 00:01:56)

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

A. City Council Meeting Minutes

1. Regular City Council Minutes, November 19, 2019

B. Accounts Payable Dated November 26, 2019 in the Amount \$292,940.37

C. Resolutions

1. Consideration to approve Resolution No. R90-2019

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE WATER TRUNK REIMBURSEMENT AGREEMENT FOR SPRINGHILL SUBDIVISION NO. 1; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE; AND AUTHORIZING THE CITY TREASURER TO PAY COREY BARTON HOMES, INC. dba CBH HOMES THE AMOUNT OF FORTY-FOUR THOUSAND SEVEN HUNDRED SIXTY-EIGHT DOLLARS AND ZERO CENTS (\$44,768.00) PURSUANT TO THE TERMS OF SAID AGREEMENT.

2. Consideration to approve Resolution No. R91-2019

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE SEWER TRUNK REIMBURSEMENT AGREEMENT FOR SPRINGHILL SUBDIVISION NO. 1; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE; AND AUTHORIZING THE CITY TREASURER TO PAY COREY BARTON HOMES, INC. dba CBH HOMES THE AMOUNT OF EIGHT HUNDRED NINETY-EIGHT THOUSAND ONE HUNDRED SIXTEEN DOLLARS AND TWENTY-SIX CENTS (\$898,116.26) PURSUANT TO THE TERMS OF SAID AGREEMENT.

3. Consideration to approve Resolution No. R92-2019

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE PRESSURIZED IRRIGATION TRUNK REIMBURSEMENT AGREEMENT FOR SPRINGHILL SUBDIVISION NO. 1; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE; AND AUTHORIZING THE CITY TREASURER TO PAY COREY BARTON HOMES, INC. dba CBH HOMES THE AMOUNT OF THREE HUNDRED TWENTY THOUSAND NINE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$320,950.00) PURSUANT TO THE TERMS OF SAID AGREEMENT.

4. Consideration to approve Resolution No. R93-2019

A RESOLUTION OF THE CITY OF KUNA, IDAHO, APPROVING AND ADOPTING THE REVISED CITY OF KUNA PERSONNEL POLICY MANUAL:

- UPDATING TERMINOLOGY AND POSITION TITLES; AND

- REASSIGNING DUTIES TO THE HUMAN RESOURCES DIRECTOR; AND
- UPDATING SECTION 6.12 REGARDING INTERNET ACCESS TO SOCIAL MEDIA WEBSITES TO BE ALL INCLUSIVE; AND
- UPDATING SECTION 7.2.4 TO INCLUDE POST ACCIDENT DRUG AND ALCOHOL TESTING; AND
- REVISING SECTION 7.4.2 EXPENSE REIMBURSEMENTS TO NO LONGER REFERENCE A SPECIFIC YEAR; AND
- REVISING SECTION 10.1.1 TO REMOVE SECTION B REGARDING A DEDICATED CITY ATTORNEY AND REMOVE THE TITLE OF FACILITIES DIRECTOR AND INCLUDE AND ECONOMIC DEVELOPMENT DIRECTOR; AND
- REVISING SECTION 12.3 TO REMOVE THE SECTION REGARDING VACATION LEAVE BANK; AND
- REVISING SECTION 12.17 BEREAVEMENT LEAVE TO INCLUDE IN LAWS AND STEP CHILDREN; AND
- REVISING SECTION 12.14 TO INCLUDE DISCIPLINARY ACTION FOR REFUSAL TO WEAR SAFETY EQUIPMENT; AND
- REVISING CHAPTER 13 REGARDING EMPLOYEE PERFORMANCE AND DISCIPLINE AT THE ADVISEMENT OF ICRMP; AND
- REVISING CHAPTER 14 REGARDING WORKPLACE DISCRIMINATION, HARASSMENT AND RETALIATION AT THE ADVISEMENT OF ICRMP; AND
- DIRECTING THE HUMAN RESOURCES DIRECTOR; AND
- PROVIDING AN EFFECTIVE DATE.

5. Consideration to approve Resolution No. R94-2019

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE SERVICES AGREEMENT WITH CMIT SOLUTIONS OF BOISE FOR INFORMATION TECHNOLOGY SERVICES; DIRECTING THE EXPENDITURE OF FUNDS; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

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

- I. Consideration to approve Findings of Fact and Conclusions of Law for Case No 19-03-TE (Time Extension) for Rising Sun Estates**

**Council President Buban-Vonder Haar moved to approve the consent agenda. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried: 4-0**

## 5. *Community Reports or Requests:*

- A. Ada County Sheriff's Office 2019 Report to Citizens - Jon McDaniel, Kuna Police Chief  
(Timestamp 00:02:30)

Chief Jon McDaniel presented the 2019 Report to Citizens from Ada County Sheriff's Office. He reviewed the items specific to Kuna. Dispatch was understaffed but there were continued efforts to increase staffing. He reviewed response times; then stood for questions.

Mayor Stear stated the police did a great job communicating with the citizens and did their best to have a positive impact. They spent a lot of time on community policing which was very important. Mayor Stear appreciated the efforts and Kuna's officers.

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

*None*

## 7. *Business Items:*

- A. Consideration to accept November 5, 2019 Kuna City Election Results – Chris Engels, City Clerk ACTION ITEM  
(Timestamp 00:07:10)

City Clerk Chris Engels presented the canvassed 2019 Kuna City Election Results and stood for questions.

Council Member Cardoza asked if there had been a request for a recount.

Ms. Engels replied there had not.

**Council President Buban-Vonder Haar moved to accept the November 5, 2019 Kuna City Election Results. Seconded by Council Member McPherson. Motion carried 4-0.**

- B. *Informational Only* FY19 Budget Results Presentation – Jared Empey, City Treasurer  
(Timestamp 00:08:37)

City Treasurer Jared Empey reviewed the FY19 Budget Results. He noted there was a dramatic increase in account funds at the end of this year versus the previous. The City did a good job of staying in budget. The only account he had concerns about was the Sewer Fund. It was within budget but sewer infrastructure was very expensive. Many sewer infrastructure projects were easily north of a million dollars. They were analyzing that fund to make sure its long-term sustainability was maintained. Overall the health of the City was good. He stood for questions.

Mayor Stear noted a rate study would be coming up. It would be published a couple times and then come before Council as a public hearing; probably on January 7, 2020. That was when they would really get to dive into the Waste Water Treatment Fund. Capital improvement project costs had dramatically increased over the last few years but it seemed to be leveling out now. The City's hands were a little bit tied by the bidding process when trying to obtain the best price which created problems some times.

## 8. Ordinances:

None

## 9. Mayor/Council Announcements:

(Timestamp 00:19:10)

Mayor Stear noted there would be a couple run-off elections; in Caldwell for a Council seat and in Boise for Mayor. It would be interesting to see the results.

City Clerk Chris Engels reminded Council of upcoming events for December including Down Home Country Christmas, Light Parade, Artists and Crafters Show, Tree Lighting, and Greenbelt Lighting on December 14, 2019 and there would be bus tours going through the subdivisions to see holiday lights. Those were just some of the holiday things going on.

Mayor Stear noted the decorations in Chambers looked lovely.

## 10. Executive Session:

- A. Convene to Executive Session pursuant to:  
(Timestamp 00:21:04)

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

- (c) To receive information regarding the acquisition of an interest in real property not owned by the City.
- (e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.

**Council President Buban-Vonder Haar moved to convene the Executive Session pursuant to Idaho Code Section 74-206 (1)(c) to receive information regarding the acquisition of an interest in real property not owned by the City and 74-206 (1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. Seconded by Council Member McPherson. Approved by the following roll call vote: Voting Aye: Council Members Buban-Vonder Haar, Cardoza, Christensen, and McPherson  
Voting No: None**

**Absent: None**

**Motion carried 4-0.**

Mayor Stear indicated he, Council, City Attorney Bill Gigray, Attorney Marc Bybee, City Clerk Chris Engels, Economic Development Director Lisa Holland, Public Works Director Bob Bachman, and Parks Director Bobby Withrow would remain for the Executive Session.

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**Executive Session City Council Regular Meeting of December 3, 2019** – The City Council, upon a unanimous vote, convened into the Executive Session, pursuant to Idaho Code Section 74-206 (1)(c) to receive information regarding the acquisition of an interest in real property not owned by the City and 74-206 (1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. The executive session was convened at 6:21 p.m. In attendance was Mayor Joe Stear, Council President Briana Buban-Vonder Haar, Council Member Richard Cardoza, Council Member Warren Christensen, and Council Member Greg McPherson. Also, in attendance by request of the Mayor and Council, was City Attorney Bill Gigray, Attorney Marc Bybee, City Clerk Chris Engels, Economic Development Director Lisa Holland, Public Works Director Bob Bachman, and Parks Director Bobby Withrow. Ms. Engels was appointed as special clerk to take the minutes of this executive session. Information was then provided by Ms. Holland and City Attorney Gigray to the Mayor and the Members of the City Council regarding the subjects of the executive session. At 7:38 p.m. Council President Buban-Vonder Haar moved and Council Member Greg McPherson seconded to come out of executive session and to reconvene into open session which motion passed unanimously.

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Chris Engels, Clerk of Executive Sessions

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**Open session resumed** and Mayor Stear reported information was received during the executive session relative to the announced purposes and no action was taken.

## **11. Adjournment: 7:39 P.M.**

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Joe L. Stear, Mayor

ATTEST:

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Chris Engels, City Clerk

*Minutes prepared by Ariana Welker, Deputy City Clerk*

*Date Approved: CCM 12.17.2019*

City of Kuna

Payment Approval Report - City Council Approval

Page: 1

Report dates: 11/27/2019-12/12/2019

Dec 12, 2019 08:53AM

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>ADA COUNTY HIGHWAY DISTRICT (IMPACT)</b>												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	11302019ACH		<u>ACHD IMPACT FEE, NOV.'19</u>	11/30/2019	103,229.00	103,229.00	01-2510_ACHD IMPACT FEE TRANSFER	0	12/19	12/06/2019	
Total 11302019ACHDI:						103,229.00	103,229.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						103,229.00	103,229.00					
<b>ADA COUNTY PROSECUTING ATTORNE</b>												
176	ADA COUNTY PROSECUTING ATTORNE	12012019ACP		<u>PROSECUTORIAL SERVICES FOR DECEMBER 2019</u>	12/01/2019	4,500.00	.00	01-6203 PROSECUTORIAL SERVICES	0	12/19		
Total 12012019ACPA:						4,500.00	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,500.00	.00					
<b>ADA COUNTY SHERIFF'S OFFICE</b>												
6	ADA COUNTY SHERIFF'S OFFICE	062246		<u>SHERIFF SERVICES FOR DECEMBER 2019</u>	12/02/2019	208,449.56	.00	01-6000 LAW ENFORCEMENT SERVICES	0	12/19		
Total 062246:						208,449.56	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						208,449.56	.00					
<b>ADVANCED COMMUNICATIONS, INC.</b>												
1566	ADVANCED COMMUNICATIONS, INC.	000010231201		<u>INTERNET SERVICES FOR PARKS HOUSE OFFICE, 12/1/2019-12/31/2019</u>	12/01/2019	164.75	.00	01-6290 UTILITIES	1004	12/19		
Total 0000102312012019:						164.75	.00					

City of Kuna

## Payment Approval Report - City Council Approval

Page: 2

Report dates: 11/27/2019-12/12/2019

Dec 12, 2019 08:53AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total ADVANCED COMMUNICATIONS, INC.:						164.75	.00					
<b>ALLOWAY ELECTRIC CO</b>												
1087	ALLOWAY ELECTRIC CO	48730	9257	<u>3 EA STC-4 4" POLE TOP CAPS FOR STREET LIGHTS, S. HOWELL, NOV. '19</u>	11/26/2019	33.63	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1002	12/19		
Total 48730:						33.63	.00					
Total ALLOWAY ELECTRIC CO:						33.63	.00					
<b>ALLSTREAM BUSINESS US, INC</b>												
1411	ALLSTREAM BUSINESS US, INC	16516002		<u>TELEPHONE, DATA, AND NETWORK SERVICE PROVIDER, 12/1/2019- 12/31/2019 - ADMIN</u>	12/01/2019	338.14	.00	<u>01-6255 TELEPHONE</u>	0	12/19		
1411	ALLSTREAM BUSINESS US, INC	16516002		<u>TELEPHONE, DATA, AND NETWORK SERVICE PROVIDER, 12/1/2019- 12/31/2019 - WATER</u>	12/01/2019	313.98	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	12/19		
1411	ALLSTREAM BUSINESS US, INC	16516002		<u>TELEPHONE, DATA, AND NETWORK SERVICE PROVIDER, 12/1/2019- 12/31/2019 - SEWER</u>	12/01/2019	313.98	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	12/19		
1411	ALLSTREAM BUSINESS US, INC	16516002		<u>TELEPHONE, DATA, AND NETWORK SERVICE PROVIDER, 12/1/2019- 12/31/2019 - P.I.</u>	12/01/2019	120.76	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	12/19		
1411	ALLSTREAM BUSINESS US, INC	16516002		<u>TELEPHONE, DATA, AND NETWORK SERVICE PROVIDER, 12/1/2019- 12/31/2019 - P&amp;Z</u>	12/01/2019	120.76	.00	<u>01-6255 TELEPHONE</u>	1003	12/19		
Total 16516002:						1,207.62	.00					
Total ALLSTREAM BUSINESS US, INC:						1,207.62	.00					
<b>ANALYTICAL LABORATORIES</b>												
1	ANALYTICAL LABORATORIES	68101		<u>MONTHLY BACTERIA SAMPLES, NOV. '19</u>	11/30/2019	304.00	.00	<u>20-6152 M &amp; R - LABORATORY COSTS</u>	0	12/19		







City of Kuna

## Payment Approval Report - City Council Approval

Page: 6

Report dates: 11/27/2019-12/12/2019

Dec 12, 2019 08:53AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				NOV.'19 - WATER	11/26/2019	15.87	.00	20-6165 OFFICE SUPPLIES	0	12/19		
1795	BUYWYZ LLC	146633	9333	HANGING FILE FOLDERS, POST-IT NOTES, STAPLES, LEGAL PADS, CITY HALL, NOV.'19 - SEWER	11/26/2019	15.87	.00	21-6165 OFFICE SUPPLIES	0	12/19		
1795	BUYWYZ LLC	146633	9333	HANGING FILE FOLDERS, POST-IT NOTES, STAPLES, LEGAL PADS, CITY HALL, NOV.'19 - P.I	11/26/2019	4.33	.00	25-6165 OFFICE SUPPLIES	0	12/19		
1795	BUYWYZ LLC	146633	9333	BLACK SHARPIES, PILOT PENS, LEGAL HANGING FOLDERS, FILE FOLDERS, COPY PAPER, TREATMENT PLANT, NOV.'19 - WATER	11/26/2019	45.04	.00	20-6165 OFFICE SUPPLIES	0	12/19		
1795	BUYWYZ LLC	146633	9333	BLACK SHARPIES, PILOT PENS, LEGAL HANGING FOLDERS, FILE FOLDERS, COPY PAPER, TREATMENT PLANT, NOV.'19 - SEWER	11/26/2019	45.04	.00	21-6165 OFFICE SUPPLIES	0	12/19		
1795	BUYWYZ LLC	146633	9333	BLACK SHARPIES, PILOT PENS, LEGAL HANGING FOLDERS, FILE FOLDERS, COPY PAPER, TREATMENT PLANT, NOV.'19 - P.I	11/26/2019	17.16	.00	25-6165 OFFICE SUPPLIES	0	12/19		
Total 146633:						155.34	.00					
1795	BUYWYZ LLC	146910	9356	ROLODEX CARD REFILLS, STAPLE REMOVER, CITY HALL, DEC. '19 - ADMIN	12/04/2019	4.13	.00	01-6165 OFFICE SUPPLIES	0	12/19		
1795	BUYWYZ LLC	146910	9356	PENS FOR J. COULTER, BUILDING, DEC. '19	12/04/2019	10.06	.00	01-6165 OFFICE SUPPLIES	1005	12/19		
1795	BUYWYZ LLC	146910	9356	2 EA APPOINTMENT BOOKS, T. FLEMING, DEC. '19	12/04/2019	45.94	.00	21-6165 OFFICE SUPPLIES	0	12/19		
1795	BUYWYZ LLC	146910	9356	ROLODEX CARD REFILLS, STAPLE REMOVER, CITY HALL, DEC. '19 - WATER	12/04/2019	2.82	.00	20-6165 OFFICE SUPPLIES	0	12/19		

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1795	BUYWYZ LLC	146910	9356	<u>ROLODEX CARD REFILLS, STAPLE REMOVER, CITY HALL, DEC. '19 - SEWER</u>	12/04/2019	2.82	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	12/19		
1795	BUYWYZ LLC	146910	9356	<u>ROLODEX CARD REFILLS, STAPLE REMOVER, CITY HALL, DEC. '19 - P.I.</u>	12/04/2019	1.09	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	12/19		
Total 146910:						66.86	.00					
Total BUYWYZ LLC:						222.20	.00					
<b>CASELLE INC</b>												
1239	CASELLE INC	99045		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 1/1-31/20 - ADMIN</u>	12/01/2019	606.80	.00	<u>01-6052 CONTRACT SERVICES</u>	0	12/19		
1239	CASELLE INC	99045		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 1/1-31/20 - WATER</u>	12/01/2019	434.60	.00	<u>20-6052 CONTRACT SERVICES</u>	0	12/19		
1239	CASELLE INC	99045		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 1/1-31/20 - SEWER</u>	12/01/2019	434.60	.00	<u>21-6052 CONTRACT SERVICES</u>	0	12/19		
1239	CASELLE INC	99045		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 1/1-31/20 - P.I.</u>	12/01/2019	164.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	12/19		
Total 99045:						1,640.00	.00					
Total CASELLE INC:						1,640.00	.00					
<b>CENTURYLINK</b>												
62	CENTURYLINK	208922113658		<u>DEDICATED LANDLINE SCADA, 11/25/2019-12/24/2019 - WATER</u>	11/25/2019	21.35	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	12/19		
62	CENTURYLINK	208922113658		<u>DEDICATED LANDLINE SCADA, 11/25/2019-12/24/2019 - SEWER</u>	11/25/2019	21.35	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	12/19		
62	CENTURYLINK	208922113658		<u>DEDICATED LANDLINE SCADA, 11/25/2019-12/24/2019 - P.I.</u>	11/25/2019	8.13	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	12/19		

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Total 2089221136586B11252019:						50.83	.00					
62	CENTURYLINK	208922211037		<u>PARKS OFFICE INTERNET SERVICE, 10/25/2019-11/24/2019</u>	11/25/2019	103.98	.00	01-6255 TELEPHONE	1004	12/19		
Total 2089222110376B11252019:						103.98	.00					
Total CENTURYLINK:						154.81	.00					
<b>COASTLINE EQUIPMENT COMPANY</b>												
1788	COASTLINE EQUIPMENT COMPANY	644264	9318	<u>TRAILER FOR THE MINI EXCAVATOR, T.FLEMING, NOV.'19 - WATER</u>	11/25/2019	4,998.00	4,998.00	20-6166 PP&E PURCHASES OPERATIONS	1205	12/19	12/06/2019	
1788	COASTLINE EQUIPMENT COMPANY	644264	9318	<u>TRAILER FOR THE MINI EXCAVATOR, T.FLEMING, NOV.'19 - SEWER</u>	11/25/2019	4,998.00	4,998.00	21-6166 PP&E PURCHASES - OPERATIONS	1205	12/19	12/06/2019	
1788	COASTLINE EQUIPMENT COMPANY	644264	9318	<u>TRAILER FOR THE MINI EXCAVATOR, T.FLEMING, NOV.'19 - P.I.</u>	11/25/2019	1,904.00	1,904.00	25-6166 PP&E PURCHASES - OPERATIONS	1205	12/19	12/06/2019	
Total 644264:						11,900.00	11,900.00					
Total COASTLINE EQUIPMENT COMPANY:						11,900.00	11,900.00					
<b>CORE &amp; MAIN LP</b>												
63	CORE & MAIN LP	L237474	9093	<u>20 EA 5/8 METER REGISTERS, 20 3/4 REGISTERS, 40 EA 3/4 T-10 REGISTERS, 700 EA SCOTCHLOCK WIRE CONNECTOR, 90 EA 6 FT ANTENNAS, 30 EA BRASS METER ADAPTERS, 10 EA MACH10 R900I GAL, 5 EA REGISTER PROCODER R900I GALLON W6' ANT, 20 EA METER RINGS, SEP. '19</u>	11/01/2019	28,822.90	28,822.90	20-6020 CAPITAL IMPROVEMENTS	1089	12/19	12/06/2019	



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				FLEMING, DEC. '19	12/04/2019	276.11	.00	21-6150 M & R - SYSTEM	0	12/19		
Total 8269:						276.11	.00					
Total CUSTOM ELECTRIC, INC.:						2,612.77	.00					
<b>D &amp; B SUPPLY</b>												
75	D & B SUPPLY	15902	9352	17 PAIRS OF WINTER GLOVES FOR PLANT DEPARTMENTS (W.S.I), D.CROSSLEY, DEC.'19 - WATER	12/04/2019	80.57	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	12/19		
75	D & B SUPPLY	15902	9352	17 PAIRS OF WINTER GLOVES FOR PLANT DEPARTMENTS (W.S.I), D.CROSSLEY, DEC.'19 - SEWER	12/04/2019	80.57	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	12/19		
75	D & B SUPPLY	15902	9352	17 PAIRS OF WINTER GLOVES FOR PLANT DEPARTMENTS (W.S.I), D.CROSSLEY, DEC.'19 - P.I.	12/04/2019	30.69	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	12/19		
Total 15902:						191.83	.00					
75	D & B SUPPLY	16039	9360	JACKET, CAP, SKI PANTS, SM LINE ARMOR SLIP - WINTER CLOTHES FOR NEW EMPLOYEE KRISTY RICHMOND, M. MEADE, DEC. '19	12/05/2019	168.96	.00	01-6285 UNIFORMS	1004	12/19		
Total 16039:						168.96	.00					
75	D & B SUPPLY	16619	9378	12 EA DIFFERENT LENGTH EXTENSION CORDS FOR LIGHT DISPLAYS IN PARKS. M.MEADE, DEC.'19	12/10/2019	388.88	.00	01-6175 SMALL TOOLS	1004	12/19		
Total 16619:						388.88	.00					

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75	D & B SUPPLY	9600	9329	<u>BROADCAST SPREADER 80 LB FOR ICE MELT, PARKS, M.MEADE, NOV.'19</u>	11/26/2019	82.99	.00	<u>01-6175 SMALL TOOLS</u>	1004	12/19		
Total 9600:						82.99	.00					
Total D & B SUPPLY:						832.66	.00					
<b>DIGLINE</b>												
25	DIGLINE	0061736-IN		<u>DIG FEES, NOV. '19 - WATER</u>	11/30/2019	172.16	.00	<u>20-6065 DIG LINE EXPENSE</u>	0	12/19		
25	DIGLINE	0061736-IN		<u>DIG FEES, NOV. '19 - SEWER</u>	11/30/2019	172.16	.00	<u>21-6065 DIG LINE EXPENSE</u>	0	12/19		
25	DIGLINE	0061736-IN		<u>DIG FEES, NOV. '19 - P.I.</u>	11/30/2019	65.59	.00	<u>25-6065 DIG LINE EXPENSE</u>	0	12/19		
Total 0061736-IN:						409.91	.00					
Total DIGLINE:						409.91	.00					
<b>DMH ENTERPRISES</b>												
1745	DMH ENTERPRISES	11302019DMH		<u>PLUMBING PERMITS, NOV.'19</u>	11/30/2019	6,749.96	6,749.96	<u>01-6052 CONTRACT SERVICES</u>	1005	12/19	12/06/2019	
Total 11302019DMH:						6,749.96	6,749.96					
Total DMH ENTERPRISES:						6,749.96	6,749.96					
<b>DUBOIS CHEMICALS INC</b>												
512	DUBOIS CHEMICALS INC	IN-1913495	9338	<u>1 TOTE OF CHLORINE, FUEL SURCHARGE, D. CROSSLEY, DEC. '19</u>	12/06/2019	751.41	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	12/19		
Total IN-1913495:						751.41	.00					
Total DUBOIS CHEMICALS INC:						751.41	.00					

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<b>ELECTRICAL CONTROLS &amp; INSTRUMENTATION</b>												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	11302019ECI		<u>ELECTRICAL PERMITS, NOV.'19</u>	11/30/2019	6,706.00	6,706.00	01-6052 <u>CONTRACT SERVICES</u>	1005	12/19	12/06/2019	
Total 11302019ECI:						6,706.00	6,706.00					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						6,706.00	6,706.00					
<b>EUROFINS EATON ANALYTICAL, INC</b>												
1735	EUROFINS EATON ANALYTICAL, INC	L0484997		<u>SAMPLES FROM WELL # 9, 4, AND 10 UNTREATED, NOV. '19</u>	12/05/2019	225.00	.00	20-6150 <u>M &amp; R - SYSTEM</u>	0	12/19		
Total L0484997:						225.00	.00					
1735	EUROFINS EATON ANALYTICAL, INC	L0485387		<u>SAMPLES FROM WELLS # 4, 9, AND 10 FINISHED, NOV. '19</u>	12/07/2019	1,110.00	.00	20-6150 <u>M &amp; R - SYSTEM</u>	0	12/19		
Total L0485387:						1,110.00	.00					
1735	EUROFINS EATON ANALYTICAL, INC	L0485389		<u>SAMPLES FROM WELL #6 FINISHED, NOV. '19</u>	12/07/2019	555.00	.00	20-6150 <u>M &amp; R - SYSTEM</u>	0	12/19		
Total L0485389:						555.00	.00					
1735	EUROFINS EATON ANALYTICAL, INC	L0486015		<u>SAMPLES FROM WELL # 11 AND 8 FINISHED, WATER, NOV. '19</u>	12/11/2019	1,110.00	.00	20-6150 <u>M &amp; R - SYSTEM</u>	0	12/19		
Total L0486015:						1,110.00	.00					
1735	EUROFINS EATON ANALYTICAL, INC	L0486016		<u>SAMPLES FROM WELL # 11 AND 8 UNTREATED, WATER, DEC. '19</u>	12/11/2019	150.00	.00	20-6150 <u>M &amp; R - SYSTEM</u>	0	12/19		
Total L0486016:						150.00	.00					

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Total EUROFINs EATON ANALYTICAL, INC:						3,150.00	.00					
<b>FATBEAM LLC</b>												
1831	FATBEAM LLC	10688		MONTHLY RECURRING CHARGE FOR CONNEXT INTERNET SERVICE 100MB FOR DECEMBER 2019 - ADMIN	12/01/2019	95.00	.00	01-6052 CONTRACT SERVICES	0	12/19		
1831	FATBEAM LLC	10688		MONTHLY RECURRING CHARGE FOR CONNEXT INTERNET SERVICE 100MB FOR DECEMBER 2019 - WATER	12/01/2019	65.00	.00	20-6052 CONTRACT SERVICES	0	12/19		
1831	FATBEAM LLC	10688		MONTHLY RECURRING CHARGE FOR CONNEXT INTERNET SERVICE 100MB FOR DECEMBER 2019 - SEWER	12/01/2019	65.00	.00	21-6052 CONTRACT SERVICES	0	12/19		
1831	FATBEAM LLC	10688		MONTHLY RECURRING CHARGE FOR CONNEXT INTERNET SERVICE 100MB FOR DECEMBER 2019 - P.I.	12/01/2019	25.00	.00	25-6052 CONTRACT SERVICES	0	12/19		
Total 10688:						250.00	.00					
Total FATBEAM LLC:						250.00	.00					
<b>FERGUSON ENTERPRISES INC</b>												
219	FERGUSON ENTERPRISES INC	0732080	9305	DECHLORINATOR AND HYDRANT GATE VALVE FOR FLOW TESTING FOR HYDRANTS, D. CROSSLEY, NOV. '19	11/21/2019	1,089.42	.00	20-6150 M & R - SYSTEM	0	12/19		
Total 0732080:						1,089.42	.00					
219	FERGUSON ENTERPRISES INC	0732625		2 EA AIR TESTS FOR SADIE CREEK PUMP STATION, IRRIGATION, DEC. '19	12/02/2019	250.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	12/19		
Total 0732625:						250.00	.00					

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Total FERGUSON ENTERPRISES INC:						1,339.42	.00					
<b>GLOBAL TELEMATIC SOLUTIONS LLC</b>												
1848	GLOBAL TELEMATIC SOLUTIONS LLC	36850		<u>GTS ANNUAL SUBSCRIPTION FOR SERVICE TO FT2630 FLEET TRACKING DEVICES FROM GTS ANNUAL SUBSCRIPTION FOR SERVICE TO MT2830 FLEET TRACKING DEVICES. 1/1/2020-12/31/2020 - ADMIN</u>	12/02/2019	3,600.00	.00	01-6052 <u>CONTRACT SERVICES</u>	1069	12/19		
1848	GLOBAL TELEMATIC SOLUTIONS LLC	36850		<u>GTS ANNUAL SUBSCRIPTION FOR SERVICE TO FT2630 FLEET TRACKING DEVICES FROM GTS ANNUAL SUBSCRIPTION FOR SERVICE TO MT2830 FLEET TRACKING DEVICES. 1/1/2020-12/31/2020 - WATER</u>	12/02/2019	1,440.00	.00	20-6052 <u>CONTRACT SERVICES</u>	1069	12/19		
1848	GLOBAL TELEMATIC SOLUTIONS LLC	36850		<u>GTS ANNUAL SUBSCRIPTION FOR SERVICE TO FT2630 FLEET TRACKING DEVICES FROM GTS ANNUAL SUBSCRIPTION FOR SERVICE TO MT2830 FLEET TRACKING DEVICES. 1/1/2020-12/31/2020 - SEWER</u>	12/02/2019	1,440.00	.00	21-6052 <u>CONTRACT SERVICES</u>	1069	12/19		
1848	GLOBAL TELEMATIC SOLUTIONS LLC	36850		<u>GTS ANNUAL SUBSCRIPTION FOR SERVICE TO FT2630 FLEET TRACKING DEVICES FROM GTS ANNUAL SUBSCRIPTION FOR SERVICE TO MT2830 FLEET TRACKING DEVICES. 1/1/2020-12/31/2020 - P.I.</u>	12/02/2019	720.00	.00	25-6052 <u>CONTRACT SERVICES</u>	1069	12/19		
Total 36850:						7,200.00	.00					
Total GLOBAL TELEMATIC SOLUTIONS LLC:						7,200.00	.00					
<b>H.D. FOWLER COMPANY</b>												
1552	H.D. FOWLER COMPANY	CF90536		<u>RETURNED 300BPES 3" ELEC SCRUBBER VALVE RB FROM INVOICE #: 15329090. PARKS, DEC. '19</u>	12/04/2019	-413.00	.00	01-6150 <u>MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	12/19		

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1552	H.D. FOWLER COMPANY	CF90536		<u>15% RESTOCK CHARGE FOR RETURNED ITEM</u>	12/04/2019	61.95	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	12/19		
Total CF90536:						-351.05	.00					
1552	H.D. FOWLER COMPANY	I5338532	9298	<u>3 EA 3" PVC COMPRESSION COUPLING, 5 EA 3" PVC MALE ADAPTERS, FOR SRINKLERS, M. MEADE, NOV. '19</u>	11/19/2019	107.20	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	12/19		
Total I5338532:						107.20	.00					
Total H.D. FOWLER COMPANY:						-243.85	.00					
<b>IDAHO POWER CO</b>												
38	IDAHO POWER CO	12092019IP		<u>ELECTRIC SERVICE FOR NOV. '19 - STREET LIGHTS</u>	12/09/2019	924.48	.00	<u>01-6290 UTILITIES</u>	1002	12/19		
38	IDAHO POWER CO	12092019IP		<u>ELECTRIC SERVICE FOR NOV. '19 - SEWER</u>	12/09/2019	81.06	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	12/19		
Total 12092019IP:						1,005.54	.00					
Total IDAHO POWER CO:						1,005.54	.00					
<b>IDAHO PRESS TRIBUNE, LLC</b>												
1802	IDAHO PRESS TRIBUNE, LLC	1191185	9302	<u>AD #: 1969398, LEGAL NOTICE, ORDINANCE NO. 2019-45, A, WELKER, NOV. '19</u>	11/27/2019	123.14	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	12/19		
1802	IDAHO PRESS TRIBUNE, LLC	1191185	9302	<u>AD #: 1969405, LEGAL NOTICE, RESOLUTION NO. R12-2018, A, WELKER, NOV. '19</u>	11/27/2019	107.61	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	12/19		
Total 1191185:						230.75	.00					
Total IDAHO PRESS TRIBUNE, LLC:						230.75	.00					

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<b>IDAHO STATE POLICE</b>												
1509	IDAHO STATE POLICE	S0052338		<u>FINGERPRINTING, NEW EMPLOYEE, N.STANLEY, NOV.'19 - ADMIN</u>	11/18/2019	9.50	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	0	12/19		
1509	IDAHO STATE POLICE	S0052338		<u>FINGERPRINTING, NEW EMPLOYEE, N.STANLEY, NOV.'19 - WATER</u>	11/18/2019	.20	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	12/19		
1509	IDAHO STATE POLICE	S0052338		<u>FINGERPRINTING, NEW EMPLOYEE, N.STANLEY, NOV.'19 - SEWER</u>	11/18/2019	.20	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	12/19		
1509	IDAHO STATE POLICE	S0052338		<u>FINGERPRINTING, NEW EMPLOYEE, N.STANLEY, NOV.'19 - P.]</u>	11/18/2019	.10	.00	<u>25-6202 PROFESSIONAL SERVICES</u>	0	12/19		
Total S0052338:						10.00	.00					
1509	IDAHO STATE POLICE	S0052340		<u>FINGERPRINTING, NEW EMPLOYEE, K.RICHMOND, NOV.'19</u>	11/18/2019	10.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1004	12/19		
Total S0052340:						10.00	.00					
Total IDAHO STATE POLICE:						20.00	.00					
<b>INTERMOUNTAIN GAS CO</b>												
37	INTERMOUNTAIN GAS CO	482135196102		<u>NATURAL GAS CONSUMPTION AT SENIOR CENTER, 10/26/2019-11/22/2019</u>	11/25/2019	243.26	243.26	<u>01-6290 UTILITIES</u>	1001	12/19	12/06/2019	
Total 482135196102619112219:						243.26	243.26					
37	INTERMOUNTAIN GAS CO	482195000112		<u>NATURAL GAS CONSUMPTION AT AT WASTEWATER TREATMENT PLANT, 11/2/19- 12/4/19 - WATER</u>	12/05/2019	784.61	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	12/19		
37	INTERMOUNTAIN GAS CO	482195000112		<u>NATURAL GAS CONSUMPTION AT AT WASTEWATER TREATMENT PLANT, 11/2/19- 12/4/19 - SEWER</u>	12/05/2019	784.60	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	12/19		

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37	INTERMOUNTAIN GAS CO	482195000112		<u>NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 11/2/19- 12/4/19 - P.I.</u>	12/05/2019	298.90	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	12/19		
Total 4821950001121912419:						1,868.11	.00					
37	INTERMOUNTAIN GAS CO	482327707102		<u>NATURAL GAS CONSUMPTION AT PARKS ORCHARD OFFICE, 10/26/2019-11/22/2019</u>	11/25/2019	30.75	30.75	<u>01-6290 UTILITIES</u>	1004	12/19	12/06/2019	
Total 482327707102619112219:						30.75	30.75					
37	INTERMOUNTAIN GAS CO	482634665102		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 10/26/2019- 11/22/2019 - ADMIN</u>	11/25/2019	89.56	89.56	<u>01-6290 UTILITIES</u>	0	12/19	12/06/2019	
37	INTERMOUNTAIN GAS CO	482634665102		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 10/26/2019- 11/22/2019 - WATER</u>	11/25/2019	61.28	61.28	<u>20-6290 UTILITIES EXPENSE</u>	0	12/19	12/06/2019	
37	INTERMOUNTAIN GAS CO	482634665102		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 10/26/2019- 11/22/2019 - SEWER</u>	11/25/2019	61.28	61.28	<u>21-6290 UTILITIES EXPENSE</u>	0	12/19	12/06/2019	
37	INTERMOUNTAIN GAS CO	482634665102		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 10/26/2019- 11/22/2019 - P.I.</u>	11/25/2019	23.56	23.56	<u>25-6290 UTILITIES EXPENSE</u>	0	12/19	12/06/2019	
Total 482634665102619112219:						235.68	235.68					
Total INTERMOUNTAIN GAS CO:						2,377.80	509.69					
<b>J &amp; M SANITATION, INC.</b>												
230	J & M SANITATION, INC.	11222019-112		<u>SANITATION RECEIPT TRANSFER, 11/22/2019- 11/28/2019</u>	12/02/2019	22,467.70	22,467.70	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	12/19	12/02/2019	
230	J & M SANITATION, INC.	11222019-112		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 11/22/2019-11/28/2019</u>	12/02/2019	-2,219.81	-2,219.81	<u>01-4170 FRANCHISE FEES</u>	0	12/19	12/02/2019	

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Total 11222019-11282019:						20,247.89	20,247.89					
230	J & M SANITATION, INC.	11292019-120		<u>SANITATION RECEIPT TRANSFER, 11/29/2019-12/05/2019</u>	12/06/2019	49,447.44	49,447.44	26-7000 SOLID WASTE SERVICE FEES	0	12/19	12/06/2019	
230	J & M SANITATION, INC.	11292019-120		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 11/29/2019-12/05/2019</u>	12/06/2019	-4,885.41	-4,885.41	01-4170 FRANCHISE FEES	0	12/19	12/06/2019	
Total 11292019-12052019:						44,562.03	44,562.03					
230	J & M SANITATION, INC.	9000-1129201		<u>SLUDGE REPORT FOR NOVEMBER 2019 - 4 PICKUPS - 11/15, 11/22, 11/25, 11/27</u>	11/29/2019	1,440.00	.00	21-6153 M & R - SLUDGE DISPOSAL	0	12/19		
Total 9000-11292019:						1,440.00	.00					
230	J & M SANITATION, INC.	9036-1129201		<u>OCT 2019 25 YD CONT RENT - PARKS</u>	11/29/2019	15.00	.00	01-6212 RENT-EQUIPMENT	1004	12/19		
230	J & M SANITATION, INC.	9036-1129201		<u>OCT 2019 25 YD CONT RENT - WATER</u>	11/29/2019	6.00	.00	20-6212 RENT-EQUIPMENT	0	12/19		
230	J & M SANITATION, INC.	9036-1129201		<u>OCT 2019 25 YD CONT RENT - SEWER</u>	11/29/2019	6.00	.00	21-6212 RENT-EQUIPMENT	0	12/19		
230	J & M SANITATION, INC.	9036-1129201		<u>OCT 2019 25 YD CONT RENT - P.I.</u>	11/29/2019	3.00	.00	25-6212 RENT-EQUIPMENT	0	12/19		
Total 9036-11292019:						30.00	.00					
Total J & M SANITATION, INC.:						66,279.92	64,809.92					
<b>JONATHAN STRICKLAND</b>												
1976	JONATHAN STRICKLAND	230		<u>JANITORIAL SERVICES FOR DECEMBER, CITY HALL - ADMIN</u>	12/09/2019	212.80	.00	01-6025 JANITORIAL	0	12/19		
1976	JONATHAN STRICKLAND	230		<u>JANITORIAL SERVICES FOR DECEMBER, CITY HALL - WATER</u>	12/09/2019	145.60	.00	20-6025 JANITORIAL	0	12/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1976	JONATHAN STRICKLAND	230		<u>JANITORIAL SERVICES FOR DECEMBER, CITY HALL - SEWER</u>	12/09/2019	145.60	.00	<u>21-6025 JANITORIAL</u>	0	12/19		
1976	JONATHAN STRICKLAND	230		<u>JANITORIAL SERVICES FOR DECEMBER, CITY HALL - P.I</u>	12/09/2019	56.00	.00	<u>25-6025 JANITORIAL</u>	0	12/19		
Total 230:						560.00	.00					
1976	JONATHAN STRICKLAND	231		<u>JANITORIAL SERVICES FOR DECEMBER, SENIOR CENTER</u>	12/09/2019	446.00	.00	<u>01-6025 JANITORIAL</u>	1001	12/19		
Total 231:						446.00	.00					
1976	JONATHAN STRICKLAND	232		<u>JANITORIAL SERVICES FOR DECEMBER, TREATMENT PLANT - WATER</u>	12/09/2019	50.40	.00	<u>20-6025 JANITORIAL</u>	0	12/19		
1976	JONATHAN STRICKLAND	232		<u>JANITORIAL SERVICES FOR DECEMBER, TREATMENT PLANT - SEWER</u>	12/09/2019	50.40	.00	<u>21-6025 JANITORIAL</u>	0	12/19		
1976	JONATHAN STRICKLAND	232		<u>JANITORIAL SERVICES FOR DECEMBER, TREATMENT PLANT - P.I</u>	12/09/2019	19.20	.00	<u>25-6025 JANITORIAL</u>	0	12/19		
Total 232:						120.00	.00					
Total JONATHAN STRICKLAND:						1,126.00	.00					
<b>KUNA JT. SCHOOL DISTRICT NO. 3</b>												
199	KUNA JT. SCHOOL DISTRICT NO. 3	787		<u>FIBER OPTIC LEASE FOR NOVEMBER 2019 - ADMIN</u>	12/02/2019	114.00	.00	<u>01-6255 TELEPHONE</u>	0	12/19		
199	KUNA JT. SCHOOL DISTRICT NO. 3	787		<u>FIBER OPTIC LEASE FOR NOVEMBER 2019 - WATER</u>	12/02/2019	78.00	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	12/19		
199	KUNA JT. SCHOOL DISTRICT NO. 3	787		<u>FIBER OPTIC LEASE FOR NOVEMBER 2019 - SEWER</u>	12/02/2019	78.00	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	12/19		

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199	KUNA JT. SCHOOL DISTRICT NO. 3	787		<u>FIBER OPTIC LEASE FOR NOVEMBER 2019 - P.I</u>	12/02/2019	30.00	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	12/19		
Total 787:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	A111669	9319	<u>3 EA 2X12-16' PRESSURE TREATED WOOD, 1LB OF SCREWS, FOR THE VOLLEYBALL COURT, B.VILLANUEVA, NOV.'19</u>	11/25/2019	123.48	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	12/19		
Total A111669:						123.48	.00					
499	KUNA LUMBER	A111689	9330	<u>10 LB SLEDGE HAMMER, R.JONES, NOV.'19</u>	11/26/2019	33.29	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	12/19		
Total A111689:						33.29	.00					
499	KUNA LUMBER	A111756	9340	<u>12 SHEETS OF 7/16"-4X8 OSB, SADIE CREEK PUMPSTATION, M. SMITH, DEC. '19</u>	12/02/2019	119.88	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	12/19		
Total A111756:						119.88	.00					
499	KUNA LUMBER	A111842	9373	<u>3 BATTERIES FOR A FLASHLIGHT, J. COULTER, DEC. '19</u>	12/09/2019	35.07	.00	<u>01-6175 SMALL TOOLS</u>	1005	12/19		
Total A111842:						35.07	.00					
499	KUNA LUMBER	B132638	9341	<u>2PK 18" BUNGEY, 2 PK 18V WORKLIGHT BULB, FLEET SHOP SUPPLIES, S. HOWELL, NOVEMBER MONTHLY TICKET, '19 - ADMIN</u>	12/02/2019	5.98	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	0	12/19		



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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				GALLON OF URETHANE, MASKING PAPER, EBONY WOOD STAIN, WOOD FILLER, 200CT WHITE RAGS, LACQUER THINNER, STAINING RAGS, NOVEMBER MONTHLY TICKET. '19 - SEWER	12/02/2019	33.26	.00	21-6140 MAINT & REPAIR BUILDING	0	12/19		
499	KUNA LUMBER	B132638	9341	2 EA 2PK 4" MINI FOAM ROLLER COVER, MINI PAINT ROLLER, 9" PAD PAINTER, 2 ROLLS MASKING TAPE, GALLON OF URETHANE, MASKING PAPER, EBONY WOOD STAIN, WOOD FILLER, 200CT WHITE RAGS, LACQUER THINNER, STAINING RAGS, NOVEMBER MONTHLY TICKET. '19 - P.I.	12/02/2019	12.78	.00	25-6140 MAINT & REPAIR BUILDING	0	12/19		
499	KUNA LUMBER	B132638	9341	3 EA 10W BR30 LED MED BULB FOR CLERKS SIDE ENTRANCE, S. HOWELL, DEC. '19	12/02/2019	14.82	.00	01-6140 MAINT. & REPAIR BUILDING	0	12/19		
Total B132638:						170.48	.00					
499	KUNA LUMBER	B132822	9258	2 EA PVC BUSHINGS, TOMORROW PI. M. SMITH, NOV. '19	11/07/2019	3.76	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	12/19		
Total B132822:						3.76	.00					
499	KUNA LUMBER	B133069	9277	4 EA 60# BAGS OF CONCRETE, GI. J. COX, NOV. '19	11/14/2019	14.40	.00	25-6115 MAINT & REPAIR-SYSTEM- GRAVITY	0	12/19		
Total B133069:						14.40	.00					
499	KUNA LUMBER	B133481	9320	1 GAL OF INSECT KILLER FOR LIFT STATION BUILDINGS, J.PEREZ, NOV.'19	11/25/2019	8.99	.00	21-6150 M & R - SYSTEM	0	12/19		
Total B133481:						8.99	.00					

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499	KUNA LUMBER	B133482	9321	<u>2 EA OSB 7/16" 4X8, 1 LB OF WOOD SCREWS, FOR SADIE CREEK PUMP STATION, J.OSBORN, NOV.'19</u>	11/25/2019	25.37	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	12/19		
Total B133482:						25.37	.00					
499	KUNA LUMBER	B133515		<u>2 PACKS OF NINJA ICE GLOVES, M. DAVILA, NOV. '19 - WATER</u>	11/26/2019	17.26	.00	<u>20-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	12/19		
499	KUNA LUMBER	B133515		<u>2 PACKS OF NINJA ICE GLOVES, M. DAVILA, NOV. '19 - P.I.</u>	11/26/2019	4.32	.00	<u>25-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	12/19		
Total B133515:						21.58	.00					
499	KUNA LUMBER	B133708	9349	<u>1 QT OF BOILED LINSEED OIL, EPOXY, SAND PAPER, TO WORK ON HANDLES ON PITCHFORKS AT FARM, R. WARWICK, DEC. '19</u>	12/03/2019	14.10	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	12/19		
Total B133708:						14.10	.00					
499	KUNA LUMBER	B133928	9380	<u>3 EA 1/2" SLIP PVC CROSSES FOR HOLIDAY DECORATION LIGHT TUNNEL, J. MORFIN, DEC. '19</u>	12/10/2019	4.56	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	12/19		
Total B133928:						4.56	.00					
499	KUNA LUMBER	B133932	9381	<u>5' BURY HYDRANT, FROST FREE AT WELL #5, J. OSBORN, DEC. '19</u>	12/10/2019	65.69	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	12/19		
Total B133932:						65.69	.00					
499	KUNA LUMBER	B133935		<u>EXCHANGED 5' BURY HYDRANT FROM INVOICE# B133932 FOR A 4' BURY HYDRANT, WATER, DEC. '19</u>	12/10/2019	-2.70	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	12/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total B133935:						-2.70	.00					
499	KUNA LUMBER	B133976	9387	<u>1.3 LBS OF WOOD SCREWS FOR PARKS PARADE FLOAT DECORATION, J. LORENTZ, DEC. '19</u>	12/11/2019	5.85	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	12/19		
Total B133976:						5.85	.00					
Total KUNA LUMBER:						643.80	.00					
<b>KUNA MACHINE LLC</b>												
1775	KUNA MACHINE LLC	2223	9365	<u>7 EA PICNIC TABLES FOR PARKS, J. MORFIN, DEC. '19</u>	12/06/2019	1,750.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	12/19		
Total 2223:						1,750.00	.00					
Total KUNA MACHINE LLC:						1,750.00	.00					
<b>KUNA RURAL FIRE DISTRICT (IMPACT)</b>												
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	11302019KRF		<u>KRFD IMPACT FEES, NOV.'19</u>	11/30/2019	35,346.50	35,346.50	01-2511 KRFD IMPACT FEE TRANSFER	0	12/19	12/06/2019	
Total 11302019KRFDI:						35,346.50	35,346.50					
Total KUNA RURAL FIRE DISTRICT (IMPACT):						35,346.50	35,346.50					
<b>KUNA RURAL FIRE DISTRICT (PLAN REVIEW)</b>												
1945	KUNA RURAL FIRE DISTRICT (PLAN REVIEW)	11302019KRF		<u>KRFD PLAN REVIEW FEES, NOV.'19</u>	11/30/2019	3,250.75	3,250.75	01-2512 KRFD PLAN REVIEW FEE TRANSFER	0	12/19	12/06/2019	
Total 11302019KRFDPR:						3,250.75	3,250.75					



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				REFRESHMENTS, L.HOLLAND, NOV.'19	12/06/2019	62.34	.00	01-6155 MEETINGS/COMMI TEES	4000	12/19		
1849	MISCELLANEOUS VENDORS 2	12062019LH		EMPLOYEE REIMBURSEMENT, PAPER PLATES FOR MAYORAL STATE OF CITY, L.HOLLAND, NOV.'19	12/06/2019	3.70	.00	01-6165 OFFICE SUPPLIES	4000	12/19		
Total 12062019LH:						66.04	.00					
Total MISCELLANEOUS VENDORS 2:						66.04	.00					
<b>NEOFUNDS BY NEOPOST</b>												
1770	NEOFUNDS BY NEOPOST	11292019NEO		POSTAGE METER REFILL, NOV.'19 - ADMIN	11/29/2019	140.00	.00	01-6190 POSTAGE & BILLING	0	12/19		
1770	NEOFUNDS BY NEOPOST	11292019NEO		POSTAGE METER REFILL, NOV.'19 - P & Z	11/29/2019	50.00	.00	01-6190 POSTAGE & BILLING	1003	12/19		
1770	NEOFUNDS BY NEOPOST	11292019NEO		POSTAGE METER REFILL, NOV.'19 - WATER	11/29/2019	130.00	.00	20-6190 POSTAGE & BILLING	0	12/19		
1770	NEOFUNDS BY NEOPOST	11292019NEO		POSTAGE METER REFILL, NOV.'19 - SEWER	11/29/2019	130.00	.00	21-6190 POSTAGE & BILLING	0	12/19		
1770	NEOFUNDS BY NEOPOST	11292019NEO		POSTAGE METER REFILL, NOV.'19 - P.I	11/29/2019	50.00	.00	25-6190 POSTAGE & BILLING	0	12/19		
Total 11292019NEOF:						500.00	.00					
Total NEOFUNDS BY NEOPOST:						500.00	.00					
<b>NORCO, INC.</b>												
222	NORCO, INC.	27944874		REPLACEMENT PADS AND HEARING PROTECTORS, M.MEADE, NOV.'19	11/25/2019	47.59	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	12/19		
Total 27944874:						47.59	.00					
Total NORCO, INC.:						47.59	.00					

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<b>PAIGE MECHANICAL GROUP, INC.</b>												
1654	PAIGE MECHANICAL GROUP, INC.	13701	9144	FALL HVAC MAINTENANCE AT WASTEWATER TREATMENT PLANT, T. SHAFFER, OCT. 19	11/27/2019	1,324.00	.00	21-6140 MAINT & REPAIR BUILDING	0	12/19		
Total 13701:						1,324.00	.00					
Total PAIGE MECHANICAL GROUP, INC.:						1,324.00	.00					
<b>PARTS, INC.</b>												
470	PARTS, INC.	202049	9269	1 EA SOCKET FOR THE SHOP, S.HOWELL, NOV.'19 - SEWER	11/13/2019	1.26	.00	21-6175 SMALL TOOLS	0	12/19		
470	PARTS, INC.	202049	9269	1 EA SOCKET FOR THE SHOP, S.HOWELL, NOV.'19 - WATER	11/13/2019	1.26	.00	20-6175 SMALL TOOLS	0	12/19		
470	PARTS, INC.	202049	9269	1 EA SOCKET FOR THE SHOP, S.HOWELL, NOV.'19 - ADMIN	11/13/2019	3.14	.00	01-6175 SMALL TOOLS	0	12/19		
470	PARTS, INC.	202049	9269	1 EA SOCKET FOR THE SHOP, S.HOWELL, NOV.'19 - P.I	11/13/2019	.63	.00	25-6175 SMALL TOOLS	0	12/19		
470	PARTS, INC.	202049	9269	SPARK PLUGS FOR SEWER TRUCK, NOV.'19	11/13/2019	29.36	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	12/19		
Total 202049:						35.65	.00					
470	PARTS, INC.	202069	9272	1 EA DOOR HANDLE FOR TRUCK #19, NOV.'19	11/13/2019	9.53	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	12/19		
470	PARTS, INC.	202069	9272	1 EA DOOR HANDLE FOR TRUCK #19, NOV.'19	11/13/2019	2.38	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	12/19		
Total 202069:						11.91	.00					
470	PARTS, INC.	202093	9275	SWITCH FOR GENERATOR, B.GILLOGLY, NOV.'19 - WATER	11/13/2019	6.08	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	12/19		

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470	PARTS, INC.	202093	9275	SWITCH FOR GENERATOR, B.GILLOGLY, NOV.'19 - SEWER	11/13/2019	6.09	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	12/19		
470	PARTS, INC.	202093	9275	SWITCH FOR GENERATOR, B.GILLOGLY, NOV.'19 - P.I	11/13/2019	2.32	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	12/19		
Total 202093:						14.49	.00					
470	PARTS, INC.	202142	9284	NITRILE GLOVES FOR THE SHOP, B.GILLOGLY, NOV.'19 - ADMIN	11/14/2019	5.49	.00	01-6230 SAFETY TRAINING & EQUIPMENT	0	12/19		
470	PARTS, INC.	202142	9284	NITRILE GLOVES FOR THE SHOP, B.GILLOGLY, NOV.'19 - WATER	11/14/2019	2.20	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	12/19		
470	PARTS, INC.	202142	9284	NITRILE GLOVES FOR THE SHOP, B.GILLOGLY, NOV.'19 - SEWER	11/14/2019	2.20	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	12/19		
470	PARTS, INC.	202142	9284	NITRILE GLOVES FOR THE SHOP, B.GILLOGLY, NOV.'19 - P.I	11/14/2019	1.10	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	12/19		
Total 202142:						10.99	.00					
470	PARTS, INC.	202144	9285	SPARK PLUG SOCKET, FOR THE SHOP, S.HOWELL, NOV.'19 -ADMIN	11/14/2019	4.24	.00	01-6175 SMALL TOOLS	0	12/19		
470	PARTS, INC.	202144	9285	SPARK PLUG SOCKET, FOR THE SHOP, S.HOWELL, NOV.'19 -WATER	11/14/2019	1.70	.00	20-6175 SMALL TOOLS	0	12/19		
470	PARTS, INC.	202144	9285	SPARK PLUG SOCKET, FOR THE SHOP, S.HOWELL, NOV.'19 -SEWER	11/14/2019	1.70	.00	21-6175 SMALL TOOLS	0	12/19		
470	PARTS, INC.	202144	9285	SPARK PLUG SOCKET, FOR THE SHOP, S.HOWELL, NOV.'19 -P.I	11/14/2019	.85	.00	25-6175 SMALL TOOLS	0	12/19		

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Total 202144:						8.49	.00					
470	PARTS, INC.	202352		<u>CREDIT/REFUND, RETURNED PARTS - TIMING LIGHT, PAID ON INVOICE #201974, NOV.'19 - ADMIN</u>	11/18/2019	-29.58	.00	<u>01-6175 SMALL TOOLS</u>	0	12/19		
470	PARTS, INC.	202352		<u>CREDIT/REFUND, RETURNED PARTS - TIMING LIGHT, PAID ON INVOICE #201974, NOV.'19 - WATER</u>	11/18/2019	-11.83	.00	<u>20-6175 SMALL TOOLS</u>	0	12/19		
470	PARTS, INC.	202352		<u>CREDIT/REFUND, RETURNED PARTS - TIMING LIGHT, PAID ON INVOICE #201974, NOV.'19 - SEWER</u>	11/18/2019	-11.83	.00	<u>21-6175 SMALL TOOLS</u>	0	12/19		
470	PARTS, INC.	202352		<u>CREDIT/REFUND, RETURNED PARTS - TIMING LIGHT, PAID ON INVOICE #201974, NOV.'19 - P.I</u>	11/18/2019	-5.91	.00	<u>25-6175 SMALL TOOLS</u>	0	12/19		
Total 202352:						-59.15	.00					
470	PARTS, INC.	202409	9296	<u>TAIL LIGHT FOR SEWER TRUCK, S.HOWELL, NOV.'19</u>	11/19/2019	6.49	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	12/19		
Total 202409:						6.49	.00					
470	PARTS, INC.	202442	9299	<u>ENGINE HEATER FOR GENERATOR ON TRAILER, S.HOWELL, NOV.'19 - WATER</u>	11/19/2019	29.98	.00	<u>20-6142 MAINT. &amp; REPAIRS- EQUIPMENT</u>	0	12/19		
470	PARTS, INC.	202442	9299	<u>ENGINE HEATER FOR GENERATOR ON TRAILER, S. HOWELL, NOV.'19 - SEWER</u>	11/19/2019	29.99	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	12/19		
470	PARTS, INC.	202442	9299	<u>ENGINE HEATER FOR GENERATOR ON TRAILER, S.HOWEL, NOV.'19 - P.I</u>	11/19/2019	11.42	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	12/19		

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Total 202442:						71.39	.00					
470	PARTS, INC.	202482	9303	<u>WIRE AND SWITCH FOR LIGHTBAR ON NEW F350, B.GILLOGLY, NOV.'19 - WATER</u>	11/20/2019	14.66	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	12/19		
470	PARTS, INC.	202482	9303	<u>WIRE AND SWITCH FOR LIGHTBAR ON NEW F350, B.GILLOGLY, NOV.'19 - P.I</u>	11/20/2019	3.67	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	12/19		
Total 202482:						18.33	.00					
470	PARTS, INC.	202825	9332	<u>AIR FILTER FOR DUMP TRUCK, S.HOWELL, NOV.'19 - PARKS</u>	11/26/2019	32.33	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	1004	12/19		
470	PARTS, INC.	202825	9332	<u>AIR FILTER FOR DUMP TRUCK, S.HOWELL, NOV.'19 - WATER</u>	11/26/2019	12.93	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	12/19		
470	PARTS, INC.	202825	9332	<u>AIR FILTER FOR DUMP TRUCK, S.HOWELL, NOV.'19 - SEWER</u>	11/26/2019	12.93	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	12/19		
470	PARTS, INC.	202825	9332	<u>AIR FILTER FOR DUMP TRUCK, S.HOWELL, NOV.'19 - P.I</u>	11/26/2019	6.46	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	12/19		
Total 202825:						64.65	.00					
470	PARTS, INC.	202882	9334	<u>AIR TOOL LUBE, NOV.'19 - ADMIN</u>	11/27/2019	2.50	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	0	12/19		
470	PARTS, INC.	202882	9334	<u>AIR TOOL LUBE, NOV.'19 - WATER</u>	11/27/2019	1.00	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	12/19		
470	PARTS, INC.	202882	9334	<u>AIR TOOL LUBE, NOV.'19 - SEWER</u>	11/27/2019	1.00	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	12/19		
470	PARTS, INC.	202882	9334	<u>AIR TOOL LUBE, NOV.'19 - P.I</u>	11/27/2019	.49	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	12/19		

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Total 202882:						4.99	.00					
470	PARTS, INC.	203156	9347	<u>EMERGENCY BRAKE CABLE FOR TRUCK #8. S. HOWELL, DEC.'19</u>	12/03/2019	27.99	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	1004	12/19		
Total 203156:						27.99	.00					
470	PARTS, INC.	203269	9359	<u>ZIP TIES FOR CHRISTMAS LIGHTS. S. JONES. DEC. '19</u>	12/05/2019	17.31	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	12/19		
Total 203269:						17.31	.00					
470	PARTS, INC.	203387	9370	<u>ZIP TIES FOR CHRISTMAS LIGHTS. S. JONES. DEC. '19</u>	12/06/2019	19.92	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	12/19		
Total 203387:						19.92	.00					
Total PARTS, INC.:						253.45	.00					
<b>REXEL USA, INC.</b>												
1613	REXEL USA, INC.	X690670	9308	<u>WIRING AND ATTACHMENTS FOR ADDING LOW VOLTAGE ACCESS POINT AT PLANT. J. PEREZ, NOV. '19 - WATER</u>	11/25/2019	135.30	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	12/19		
1613	REXEL USA, INC.	X690670	9308	<u>WIRING AND ATTACHMENTS FOR ADDING LOW VOLTAGE ACCESS POINT AT PLANT. J. PEREZ, NOV. '19 - SEWER</u>	11/25/2019	135.30	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	12/19		
1613	REXEL USA, INC.	X690670	9308	<u>WIRING AND ATTACHMENTS FOR ADDING LOW VOLTAGE ACCESS POINT AT PLANT. J. PEREZ, NOV. '19 - P.]</u>	11/25/2019	51.55	.00	<u>25-6140 MAINT &amp; REPAIR BUILDING</u>	0	12/19		

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Total X690670:						322.15	.00					
1613	REXEL USA, INC.	X690676	9307	<u>ELECTRICAL SWITCH AND WIRE CONNECTORS. PATAGONIA LIFT STATION HEATER, J. PEREZ, NOV. '19</u>	11/22/2019	84.09	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	12/19		
Total X690676:						84.09	.00					
Total REXEL USA, INC.:						406.24	.00					
<b>RIDGEWOOD ENTERPRISES, INC</b>												
1728	RIDGEWOOD ENTERPRISES, INC	2023014		<u>TOW STRAPS, B.BACHMAN, NOV.'19 - PARKS</u>	11/25/2019	49.98	.00	<u>01-6175 SMALL TOOLS</u>	1004	12/19		
Total 2023014:						49.98	.00					
Total RIDGEWOOD ENTERPRISES, INC:						49.98	.00					
<b>RIMI INC</b>												
1991	RIMI INC	11302019RIMI		<u>COMMERCIAL MECHANICAL PERMITS, NOV.'19</u>	11/30/2019	8,608.66	8,608.66	<u>01-6052 CONTRACT SERVICES</u>	1005	12/19	12/06/2019	
Total 11302019RIMI:						8,608.66	8,608.66					
Total RIMI INC:						8,608.66	8,608.66					
<b>SHARP ELECTRONICS CORP-METERED</b>												
1806	SHARP ELECTRONICS CORP- METERED	12127271		<u>EXCESS METER READING, 10/1 -31/19, MODEL #MX2615N, SERIAL #55096581, TREATMENT PLANT - WATER</u>	11/27/2019	29.03	.00	<u>20-6142 MAINT. &amp; REPAIRS- EQUIPMENT</u>	0	12/19		
1806	SHARP ELECTRONICS CORP- METERED	12127271		<u>EXCESS METER READING, 10/1 -31/19, MODEL #MX2615N, SERIAL #55096581, TREATMENT PLANT - SEWER</u>	11/27/2019	29.03	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	12/19		

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1806	SHARP ELECTRONICS CORP- METERED	12127271		<u>EXCESS METER READING, 10/1-31/19, MODEL #MX2615N, SERIAL #55096581, TREATMENT PLANT - P.I</u>	11/27/2019	11.05	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	12/19		
Total 12127271:						69.11	.00					
Total SHARP ELECTRONICS CORP-METERED:						69.11	.00					
<b>SIMPLOT PARTNERS</b>												
491	SIMPLOT PARTNERS	216045384		<u>SULFUR AND SCOTTISH LINKS FOR BANK EROSION ALONG INDIAN CREEK, B.WITHROW, NOV.'19</u>	11/26/2019	420.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1192	12/19		
Total 216045384:						420.00	.00					
491	SIMPLOT PARTNERS	216045385		<u>SULFUR FOR AREA BEHIND CITY HALL, B.WITHROW, NOV.'19</u>	11/26/2019	3,969.70	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	12/19		
Total 216045385:						3,969.70	.00					
Total SIMPLOT PARTNERS:						4,389.70	.00					
<b>SPECIALTY PLASTICS &amp; FABRICATI, INC.</b>												
1477	SPECIALTY PLASTICS & FABRICATI, INC.	76504	9339	<u>ITEMS FOR THE PIPE BREAK REPAIR IN HEADWORKS, M.NADEAU, DEC.'19</u>	12/02/2019	59.06	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	12/19		
Total 76504:						59.06	.00					
Total SPECIALTY PLASTICS & FABRICATI, INC.:						59.06	.00					
<b>SPF WATER ENGINEERING, L.L.C.</b>												
1498	SPF WATER ENGINEERING, L.L.C.	27258		<u>UPDATE DRAFT WATER RIGHT STRATEGY MEMO WITH RECENT WATER PRODUCTION DATA, P.STEVENS, 11/1-30/19</u>	11/30/2019	565.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1204	12/19		

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Total 27258:						565.00	.00					
Total SPF WATER ENGINEERING, L.L.C.:						565.00	.00					
<b>ST. LUKE'S HEALTH SYSTEM</b>												
1441	ST. LUKE'S HEALTH SYSTEM	435032347		<u>NEW EMPLOYEE DRUG SCREEN, NOV.'19 - PARKS</u>	11/18/2019	40.00	.00	01-6202 PROFESSIONAL SERVICES	1004	12/19		
Total 435032347:						40.00	.00					
1441	ST. LUKE'S HEALTH SYSTEM	435032352		<u>NEW EMPLOYEE DRUG SCREEN, CLERKS OFFICE, NOV.'19 - ADMIN</u>	11/18/2019	37.60	.00	01-6202 PROFESSIONAL SERVICES	0	12/19		
1441	ST. LUKE'S HEALTH SYSTEM	435032352		<u>NEW EMPLOYEE DRUG SCREEN, CLERKS OFFICE, NOV.'19 - WATER</u>	11/18/2019	.96	.00	20-6202 PROFESSIONAL SERVICES	0	12/19		
1441	ST. LUKE'S HEALTH SYSTEM	435032352		<u>NEW EMPLOYEE DRUG SCREEN, CLERKS OFFICE, NOV.'19 - SEWER</u>	11/18/2019	.96	.00	21-6202 PROFESSIONAL SERVICES	0	12/19		
1441	ST. LUKE'S HEALTH SYSTEM	435032352		<u>NEW EMPLOYEE DRUG SCREEN, CLERKS OFFICE, NOV.'19 - P.I</u>	11/18/2019	.48	.00	25-6202 PROFESSIONAL SERVICES	0	12/19		
Total 435032352:						40.00	.00					
1441	ST. LUKE'S HEALTH SYSTEM	435133767		<u>EMPLOYEE HEP A/B VACCINATION AND IMMUNIZATIONS ADMINISTRATION, NOV.'19 - SEWER</u>	11/22/2019	167.47	.00	21-6202 PROFESSIONAL SERVICES	0	12/19		
Total 435133767:						167.47	.00					
Total ST. LUKE'S HEALTH SYSTEM:						247.47	.00					

**TAYLOR CORPORATION**

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1435	TAYLOR CORPORATION	194483466		<u>500 BUSINESS CARDS FOR J.REID, DEC.'19</u>	12/06/2019	40.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	12/19		
Total 194483466:						40.00	.00					
Total TAYLOR CORPORATION:						40.00	.00					
<b>THE JORDEL COMPANY</b>												
1523	THE JORDEL COMPANY	0000003994	9291	<u>CORRECTION NOTICES, PRESSURE STICKERS, J. COULTER, NOV. '19</u>	11/18/2019	230.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	12/19		
Total 0000003994:						230.00	.00					
1523	THE JORDEL COMPANY	0000004028	9326	<u>SHIPPING PARTS BACK TO MANUFACTURER, T.SHAFER, NOV.'19</u>	11/26/2019	77.08	.00	<u>21-6190 POSTAGE &amp; BILLING</u>	0	12/19		
Total 0000004028:						77.08	.00					
Total THE JORDEL COMPANY:						307.08	.00					
<b>TREASURE VALLEY COFFEE</b>												
992	TREASURE VALLEY COFFEE	2160:06410699	9367	<u>1 EA COOLER RENTAL, ORCHARD OFFICE, DEC.'19</u>	12/06/2019	13.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	12/19		
Total 2160:06410699:						13.00	.00					
992	TREASURE VALLEY COFFEE	2160:06439647	9367	<u>2 EA 5-GALLON WATER BOTTLES AND 1 EA COOLER RENTAL, PARKS MAINTENANCE SHOP, DEC.'19</u>	12/06/2019	22.40	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	12/19		
Total 2160:06439647:						22.40	.00					
992	TREASURE VALLEY COFFEE	2160:06439687	9367	<u>3 EA 5-GALLON WATER BOTTLES, 2 SLEEVES CUPS, 1 EA WATER COOLER RENTAL, CITY HALL, DEC.'19</u>	12/06/2019	41.60	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	12/19		

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Total 2160:06439687:						41.60	.00					
Total TREASURE VALLEY COFFEE:						77.00	.00					
<b>U.S. BANK (VISA)</b>												
1444	U.S. BANK (VISA)	019793042062	9223	IDAHO PIZZA COMPANY, LUNCH FOR ECONOMIC DEVELOPMENT COMMITTEE MEETING, L. HOLLAND, OCT. '19	10/31/2019	200.10	.00	01-6155 MEETINGS/COMMI TTEES	4000	12/19		
Total 01979304206288100037:						200.10	.00					
1444	U.S. BANK (VISA)	133993050001	9239	JIGSAW AND BLADE, B. GILLOGLY, NOV. '19 - ADMIN	11/01/2019	105.99	.00	01-6175 SMALL TOOLS	0	12/19		
1444	U.S. BANK (VISA)	133993050001	9239	JIGSAW AND BLADE, B. GILLOGLY, NOV. '19 - WATER	11/01/2019	42.39	.00	20-6175 SMALL TOOLS	0	12/19		
1444	U.S. BANK (VISA)	133993050001	9239	JIGSAW AND BLADE, B. GILLOGLY, NOV. '19 - SEWER	11/01/2019	42.40	.00	21-6175 SMALL TOOLS	0	12/19		
1444	U.S. BANK (VISA)	133993050001	9239	JIGSAW AND BLADE, B. GILLOGLY, NOV. '19 - P.I	11/01/2019	21.20	.00	25-6175 SMALL TOOLS	0	12/19		
Total 13399305000156410451:						211.98	.00					
1444	U.S. BANK (VISA)	310693030833	9201	AMAZON.COM, CELL PHONE CASES FOR UPGRADED PHONES, OCT.'19 - ADMIN	10/30/2019	106.23	.00	01-6175 SMALL TOOLS	0	12/19		
1444	U.S. BANK (VISA)	310693030833	9201	AMAZON.COM, CELL PHONE CASES FOR UPGRADED PHONES, OCT.'19 - WATER	10/30/2019	140.22	.00	20-6175 SMALL TOOLS	0	12/19		
1444	U.S. BANK (VISA)	310693030833	9201	AMAZON.COM, CELL PHONE CASES FOR UPGRADED PHONES, OCT.'19 - SEWER	10/30/2019	140.22	.00	21-6175 SMALL TOOLS	0	12/19		
1444	U.S. BANK (VISA)	310693030833	9201	AMAZON.COM, CELL PHONE CASES FOR UPGRADED PHONES, OCT.'19 - P.I	10/30/2019	38.23	.00	25-6175 SMALL TOOLS	0	12/19		

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Total 31069303083332186331:						424.90	.00					
1444	U.S. BANK (VISA)	310693030833	9201	<u>AMAZON.COM, CELL PHONE CASES FOR UPGRADED PHONES, OCT.'19 - ADMIN</u>	10/30/2019	212.45	.00	01-6175 <u>SMALL TOOLS</u>	0	12/19		
1444	U.S. BANK (VISA)	310693030833	9201	<u>AMAZON.COM, CELL PHONE CASES FOR UPGRADED PHONES, OCT.'19 - WATER</u>	10/30/2019	280.43	.00	20-6175 <u>SMALL TOOLS</u>	0	12/19		
1444	U.S. BANK (VISA)	310693030833	9201	<u>AMAZON.COM, CELL PHONE CASES FOR UPGRADED PHONES, OCT.'19 - SEWER</u>	10/30/2019	280.43	.00	21-6175 <u>SMALL TOOLS</u>	0	12/19		
1444	U.S. BANK (VISA)	310693030833	9201	<u>AMAZON.COM, CELL PHONE CASES FOR UPGRADED PHONES, OCT.'19 - P.I</u>	10/30/2019	76.49	.00	25-6175 <u>SMALL TOOLS</u>	0	12/19		
Total 31069303083346184223:						849.80	.00					
1444	U.S. BANK (VISA)	310693199750	9286	<u>ALBERTSONS, FRUIT FOR THE STATE OF THE CITY ADDRESS, A.WELKER, NOV.'19</u>	11/14/2019	17.98	.00	01-6155 <u>MEETINGS/COMMI TTEES</u>	1032	12/19		
Total 31069319975014391810:						17.98	.00					
1444	U.S. BANK (VISA)	310693239750		<u>ALBERTSONS, CUBED ICE FOR SAMPLES, R.JONES, NOV.'19</u>	11/18/2019	7.98	.00	20-6150 <u>M &amp; R - SYSTEM</u>	0	12/19		
Total 31069323975014410044:						7.98	.00					
1444	U.S. BANK (VISA)	310693240837	9294	<u>AMAZON, SHIRT FOR N. STANLEY, A. WELKER, NOV. '19</u>	11/20/2019	20.99	.00	01-6155 <u>MEETINGS/COMMI TTEES</u>	1032	12/19		
1444	U.S. BANK (VISA)	310693240837	9294	<u>AMAZON, PLANNER FOR L. HOLLAND, A. WELKER, NOV. '19</u>	11/20/2019	10.38	.00	01-6165 <u>OFFICE SUPPLIES</u>	4000	12/19		
Total 31069324083728970236:						31.37	.00					

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1444	U.S. BANK (VISA)	310693259750		<u>ALBERTSONS. CUBED ICE FOR WATER SAMPLES, R.JONES, NOV.'19</u>	11/19/2019	7.58	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	12/19		
Total 31069325975014440494:						7.58	.00					
1444	U.S. BANK (VISA)	330993010915	9210	<u>ITD. REGISTRATION FOR PARKS FORD ESCAPE, OCT. '19</u>	10/28/2019	23.69	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	12/19		
1444	U.S. BANK (VISA)	330993010915	9210	<u>ITD. REGISTRATION FOR ECONOMIC DEVELOPMENT FORD ESCAPE, OCT. '19</u>	10/28/2019	23.69	.00	<u>01-6165 OFFICE SUPPLIES</u>	4000	12/19		
1444	U.S. BANK (VISA)	330993010915	9171	<u>ITD. REGISTRATION FOR PARKS UTILITY TRAILER, J. EMPEY, OCT. '19</u>	10/28/2019	23.69	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	12/19		
1444	U.S. BANK (VISA)	330993010915		<u>ITD. REGISTRATION FOR THE FORD F350, NOV.'19 - WATER</u>	10/28/2019	18.95	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	12/19		
1444	U.S. BANK (VISA)	330993010915		<u>ITD. REGISTRATION FOR THE FORD F350, NOV.'19 - P.]</u>	10/28/2019	4.74	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	12/19		
Total 33099301091563004366:						94.76	.00					
1444	U.S. BANK (VISA)	330993024005	9226	<u>IBOL, WW OP1 LICENSE RENEWAL, B.WITHROW, OCT.'19</u>	10/29/2019	30.00	.00	<u>01-6075 DUES &amp; MEMBERSHIPS</u>	1004	12/19		
Total 33099302400546006589:						30.00	.00					
1444	U.S. BANK (VISA)	330993024005	9226	<u>IBOL, DRINKING WATER CLASS 3 LICENSE RENEWAL, B.WITHROW, OCT.'19</u>	10/29/2019	30.00	.00	<u>01-6075 DUES &amp; MEMBERSHIPS</u>	1004	12/19		
Total 33099302400546006845:						30.00	.00					
1444	U.S. BANK (VISA)	330993024005	9226	<u>IBOL, BACKFLOW TESTER LICENSE RENEWAL, B.WITHROW, OCT.'19</u>	10/29/2019	30.00	.00	<u>01-6075 DUES &amp; MEMBERSHIPS</u>	1004	12/19		

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Total 33099302400546006878:						30.00	.00					
1444	U.S. BANK (VISA)	330993024005	9226	<u>IBOL, WASTEWATER COLLECTOR LICENSE, B.WITHROW, OCT.'19</u>	10/29/2019	30.00	.00	01-6075 DUES & MEMBERSHIPS	1004	12/19		
Total 33099302400546006944:						30.00	.00					
1444	U.S. BANK (VISA)	330993180915		<u>IDAHO GOV. LICENSE RENEWALS FOR J.WEBB &amp; M.DAVILA, NOV.'19 - WATER</u>	11/14/2019	148.80	.00	20-6075 DUES & MEMBERSHIPS	0	12/19		
1444	U.S. BANK (VISA)	330993180915		<u>IDAHO GOV. LICENSE RENEWALS FOR J.WEBB &amp; M.DAVILA, NOV.'19 - P.I</u>	11/14/2019	37.20	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	12/19		
Total 33099318091561002322:						186.00	.00					
1444	U.S. BANK (VISA)	330993260915	9311	<u>IBOL, OIT FOR R. HERRERA, D. CROSSLEY, NOV. '19</u>	11/22/2019	92.00	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	12/19		
Total 33099326091569008123:						92.00	.00					
1444	U.S. BANK (VISA)	374693040014	9231	<u>USPS, CODIFICATION MAILING, A. WELKER, OCT. '19</u>	10/30/2019	12.39	.00	01-6190 POSTAGE & BILLING	0	12/19		
Total 37469304001434152553:						12.39	.00					
1444	U.S. BANK (VISA)	374693280015		<u>TRACTOR SUPPLY, 3 EA SNOW SHOVELS, NOV.'19 - PARKS</u>	11/22/2019	53.97	.00	01-6175 SMALL TOOLS	1004	12/19		
Total 37469328001522355524:						53.97	.00					
1444	U.S. BANK (VISA)	374793050000	9236	<u>CWI, WATER DISTRIBUTION 3 TEST, M. DAVILA, OCT. '19 - WATER</u>	10/31/2019	20.00	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	12/19		

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1444	U.S. BANK (VISA)	374793050000	9236	<u>CWI, WATER DISTRIBUTION 3 TEST, M.DAVILA, OCT.'19 - P.I</u>	10/31/2019	5.00	.00	<u>25-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	12/19		
Total 37479305000010659302:						25.00	.00					
1444	U.S. BANK (VISA)	374793050000	9236	<u>CWI, WATER DISTRIBUTION 3 TEST, J. WEBB, OCT. '19</u>	10/31/2019	20.00	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	12/19		
1444	U.S. BANK (VISA)	374793050000	9236	<u>CWI, WATER DISTRIBUTION 3 TEST, J.WEBB, OCT. '19 - P.I</u>	10/31/2019	5.00	.00	<u>25-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	12/19		
Total 37479305000010662280:						25.00	.00					
1444	U.S. BANK (VISA)	513893190180	9280	<u>BIG MICS, BBQ FOR ED MEETING, L.HOLLAND, NOV.'19</u>	11/15/2019	138.93	.00	<u>01-6155 MEETINGS/COMMI TTEES</u>	4000	12/19		
Total 51389319018027035527:						138.93	.00					
1444	U.S. BANK (VISA)	552293112062	9251	<u>GRANT PROFESSIONAL ASSOCIATIONS, C. ENGELS MEMBERSHIP RENEWAL, NOV. '19 - ADMIN</u>	11/06/2019	171.00	.00	<u>01-6075 DUES &amp; MEMBERSHIPS</u>	0	12/19		
1444	U.S. BANK (VISA)	552293112062	9251	<u>GRANT PROFESSIONAL ASSOCIATIONS, C. ENGELS MEMBERSHIP RENEWALS, NOV. '19 - WATER</u>	11/06/2019	3.60	.00	<u>20-6075 DUES &amp; MEMBERSHIPS</u>	0	12/19		
1444	U.S. BANK (VISA)	552293112062	9251	<u>GRANT PROFESSIONAL ASSOCIATIONS, C. ENGELS MEMBERSHIP RENEWALS, NOV. '19 - SEWER</u>	11/06/2019	3.60	.00	<u>21-6075 DUES &amp; MEMBERSHIPS</u>	0	12/19		
1444	U.S. BANK (VISA)	552293112062	9251	<u>GRANT PROFESSIONAL ASSOCIATIONS, C. ENGELS MEMBERSHIP RENEWALS, NOV. '19 - P.I</u>	11/06/2019	1.80	.00	<u>25-6075 DUES &amp; MEMBERSHIPS EXPENSE</u>	0	12/19		

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Total 55229311206235400054:						180.00	.00					
1444	U.S. BANK (VISA)	552293112062	9251	<u>GRANT PROFESSIONAL ASSOCIATIONS, A. WELKER MEMBERSHIP RENEWAL, NOV. '19 - ADMIN</u>	11/06/2019	171.00	.00	<u>01-6075 DUES &amp; MEMBERSHIPS</u>	0	12/19		
1444	U.S. BANK (VISA)	552293112062	9251	<u>GRANT PROFESSIONAL ASSOCIATIONS, A. WELKER MEMBERSHIP RENEWAL, NOV. '19 - WATER</u>	11/06/2019	3.60	.00	<u>20-6075 DUES &amp; MEMBERSHIPS</u>	0	12/19		
1444	U.S. BANK (VISA)	552293112062	9251	<u>GRANT PROFESSIONAL ASSOCIATIONS, A. WELKER MEMBERSHIP RENEWAL, NOV. '19 - SEWER</u>	11/06/2019	3.60	.00	<u>21-6075 DUES &amp; MEMBERSHIPS</u>	0	12/19		
1444	U.S. BANK (VISA)	552293112062	9251	<u>GRANT PROFESSIONAL ASSOCIATIONS, A. WELKER MEMBERSHIP RENEWAL, NOV. '19 - P.I</u>	11/06/2019	1.80	.00	<u>25-6075 DUES &amp; MEMBERSHIPS EXPENSE</u>	0	12/19		
Total 55229311206235400062:						180.00	.00					
1444	U.S. BANK (VISA)	554293041330	9230	<u>LIFES KITCHEN, STATE OF THE CITY SNACKS, A. WELKER, OCT. '19</u>	10/30/2019	114.00	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	1032	12/19		
Total 55429304133044467165:						114.00	.00					
1444	U.S. BANK (VISA)	710593176271	9268	<u>IRWA, REGISTRATION FOR GROUND WATER COURSE, J.MORFIN, NOV.'19</u>	11/13/2019	120.00	.00	<u>01-6265 TRAINING &amp; SCH00LING</u>	1004	12/19		
Total 71059317627150485009:						120.00	.00					
1444	U.S. BANK (VISA)	921693021005	9228	<u>LOWE'S, 2"X4"S, 22 CAL CASINGS AND A PUNCH, FOR WORK ON THE COUNCIL CHAMBERS DESKS, B.BACHMAN, OCT.'19</u>	10/29/2019	62.49	.00	<u>01-6175 SMALL TOOLS</u>	0	12/19		

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1444	U.S. BANK (VISA)	921693021005	9228	<u>LOWE'S, 2"X4"S, 22 CAL CASINGS AND A PUNCH, FOR WORK ON THE COUNCIL CHAMBERS, B.BACHMAN, OCT.'19 - WATER</u>	10/29/2019	24.99	.00	<u>20-6175 SMALL TOOLS</u>	0	12/19		
1444	U.S. BANK (VISA)	921693021005	9228	<u>LOWE'S, 2"X4"S, 22 CAL CASINGS AND A PUNCH, FOR WORK ON THE COUNCIL CHAMBERS, B.BACHMAN, OCT.'19 - SEWER</u>	10/29/2019	25.00	.00	<u>21-6175 SMALL TOOLS</u>	0	12/19		
1444	U.S. BANK (VISA)	921693021005	9228	<u>LOWE'S, 2"X4"S, 22 CAL CASINGS AND A PUNCH, FOR WORK ON THE COUNCIL CHAMBERS, B.BACHMAN, OCT.'19 - P.I</u>	10/29/2019	12.50	.00	<u>25-6175 SMALL TOOLS</u>	0	12/19		
Total 92169302100544558793:						124.98	.00					
1444	U.S. BANK (VISA)	921693171002	9105	<u>ICC.'18 IMC BOOKLET, J.COULTER, SEPT.'19</u>	11/13/2019	90.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	12/19		
Total 921693171002903000005:						90.00	.00					
1444	U.S. BANK (VISA)	921693171002	9105	<u>ICC.'18 IMC BOOKLET, J.COULTER, SEPT.'19</u>	11/13/2019	90.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	12/19		
Total 92169317100290301094:						90.00	.00					
1444	U.S. BANK (VISA)	939893102000		<u>ROCKY MOUNTAIN GRAVEL, SCREENED SAND FOR THE SHOP, B.BACHMAN, NOV.'19 - ADMIN</u>	11/06/2019	90.27	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	0	12/19		
1444	U.S. BANK (VISA)	939893102000		<u>ROCKY MOUNTAIN GRAVEL, SCREENED SAND FOR THE SHOP, B.BACHMAN, NOV.'19 - WATER</u>	11/06/2019	119.16	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	12/19		
1444	U.S. BANK (VISA)	939893102000		<u>ROCKY MOUNTAIN GRAVEL, SCREENED SAND FOR THE SHOP, B.BACHMAN, NOV.'19 - SEWER</u>	11/06/2019	119.16	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	12/19		



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				NOV.'19 - WATER	11/21/2019	34.03	.00	20-6150 M & R - SYSTEM	0	12/19		
265	USA BLUE BOOK	073719	9306	3 PKG HACH CHLORINE PILLOWS, D.CROSSLEY, NOV.'19 - SEWER	11/21/2019	34.04	.00	21-6150 M & R - SYSTEM	0	12/19		
265	USA BLUE BOOK	073719	9306	1 EA HYDRANT DIFFUSER FLOW TESTER KIT, NOV.'19 - WATER	11/21/2019	537.95	.00	20-6150 M & R - SYSTEM	0	12/19		
Total 073719:						728.97	.00					
Total USA BLUE BOOK:						728.97	.00					
<b>UTILITY REFUND #7</b>												
1987	UTILITY REFUND #7	330046.00A		TOLL BROS INC, 1911 N SILTSTONE WAY, UTILITY REFUND	11/30/2019	48.32	.00	20-4500 METERED WATER SALES	0	12/19		
Total 330046.00A:						48.32	.00					
1987	UTILITY REFUND #7	330051.00A		TOLL BROS INC, 1200 E TROPHY ST, UTILITY REFUND	11/30/2019	58.76	.00	20-4500 METERED WATER SALES	0	12/19		
Total 330051.00A:						58.76	.00					
1987	UTILITY REFUND #7	330060.00A		TOLL BROS INC, 1780 N SNOWFIELD PL, UTILITY REFUND	11/30/2019	58.76	.00	20-4500 METERED WATER SALES	0	12/19		
Total 330060.00A:						58.76	.00					
1987	UTILITY REFUND #7	330064.00A		TOLL BROS INC, 1708 N SNOWFIELD PL, UTILITY REFUND	11/30/2019	48.32	.00	20-4500 METERED WATER SALES	0	12/19		
Total 330064.00A:						48.32	.00					

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1987	UTILITY REFUND #7	330072.00A		<u>TOLL BROS INC. 1727 N SNOWFIELD PL. UTILITY REFUND</u>	11/30/2019	58.76	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
Total 330072.00A:						58.76	.00					
Total UTILITY REFUND #7:						272.92	.00					
<b>UTILITY REFUND #8</b>												
1998	UTILITY REFUND #8	130520.01		<u>DAVID J PERA. 1429 W WHEAT ST. UTILITY REFUND</u>	12/06/2019	62.29	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	130520.01		<u>DAVID J PERA. 1429 W WHEAT ST. UTILITY REFUND</u>	12/06/2019	69.73	.00	<u>21-4600 SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	130520.01		<u>DAVID J PERA. 1429 W WHEAT ST. UTILITY REFUND</u>	12/06/2019	53.98	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	130520.01		<u>DAVID J PERA. 1429 W WHEAT ST. UTILITY REFUND</u>	12/06/2019	2.57	.00	<u>20-4510 SERVICE RECONNECT FEES</u>	0	12/19		
1998	UTILITY REFUND #8	130520.01		<u>DAVID J PERA. 1429 W WHEAT ST. UTILITY REFUND</u>	12/06/2019	1.12	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	12/19		
Total 130520.01:						189.69	.00					
1998	UTILITY REFUND #8	173115.02		<u>CHARLES W LITTLE. 1320 W PENELOPE ST. UTILITY REFUND</u>	12/06/2019	18.96	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	173115.02		<u>CHARLES W LITTLE. 1320 W PENELOPE ST. UTILITY REFUND</u>	12/06/2019	24.38	.00	<u>21-4600 SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	173115.02		<u>CHARLES W LITTLE. 1320 W PENELOPE ST. UTILITY REFUND</u>	12/06/2019	15.30	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	173115.02		<u>CHARLES W LITTLE. 1320 W PENELOPE ST. UTILITY REFUND</u>	12/06/2019	.42	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	12/19		

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Total 173115.02:						59.06	.00					
1998	UTILITY REFUND #8	182810.02		<u>INA STRICKER, 1647 N AVAIN AVE. UTILITY REFUND</u>	11/25/2019	.42	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	182810.02		<u>INA STRICKER, 1647 N AVAIN AVE. UTILITY REFUND</u>	11/25/2019	.47	.00	<u>21-4600 SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	182810.02		<u>INA STRICKER, 1647 N AVAIN AVE. UTILITY REFUND</u>	11/25/2019	.38	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	182810.02		<u>INA STRICKER, 1647 N AVAIN AVE. UTILITY REFUND</u>	11/25/2019	3.75	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	12/19		
Total 182810.02:						5.02	.00					
1998	UTILITY REFUND #8	182820.01		<u>SHELBY BALDWIN, 1635 N AVAIN AVE. UTILITY REFUND</u>	12/09/2019	18.66	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	182820.01		<u>SHELBY BALDWIN, 1635 N AVAIN AVE. UTILITY REFUND</u>	12/09/2019	19.09	.00	<u>21-4600 SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	182820.01		<u>SHELBY BALDWIN, 1635 N AVAIN AVE. UTILITY REFUND</u>	12/09/2019	15.48	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	12/19		
Total 182820.01:						53.23	.00					
1998	UTILITY REFUND #8	183530.02		<u>PARKERVILLE LLC, 1899 N PINGO AVE. UTILITY REFUND</u>	12/04/2019	18.64	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	183530.02		<u>PARKERVILLE LLC, 1899 N PINGO AVE. UTILITY REFUND</u>	12/04/2019	17.93	.00	<u>21-4600 SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	183530.02		<u>PARKERVILLE LLC, 1899 N PINGO AVE. UTILITY REFUND</u>	12/04/2019	13.86	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	12/19		
Total 183530.02:						50.43	.00					

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1998	UTILITY REFUND #8	20240.01		<u>KEN THRUSTON, 528 E EASY ST. UTILITY REFUND</u>	12/04/2019	2.72	.00	20-4500_METERED WATER SALES	0	12/19		
1998	UTILITY REFUND #8	20240.01		<u>KEN THRUSTON, 528 E EASY ST. UTILITY REFUND</u>	12/04/2019	4.23	.00	21-4600_SEWER USER FEES	0	12/19		
1998	UTILITY REFUND #8	20240.01		<u>KEN THRUSTON, 528 E EASY ST. UTILITY REFUND</u>	12/04/2019	3.38	.00	26-4975_SOLID WASTE USER FEES	0	12/19		
Total 20240.01:						10.33	.00					
1998	UTILITY REFUND #8	240690.02		<u>DAVID DOONEY, 818 E FOLGADO CT. UTILITY REFUND</u>	11/25/2019	32.10	.00	20-4500_METERED WATER SALES	0	12/19		
1998	UTILITY REFUND #8	240690.02		<u>DAVID DOONEY, 818 E FOLGADO CT. UTILITY REFUND</u>	11/25/2019	6.75	.00	21-4600_SEWER USER FEES	0	12/19		
1998	UTILITY REFUND #8	240690.02		<u>DAVID DOONEY, 818 E FOLGADO CT. UTILITY REFUND</u>	11/25/2019	8.75	.00	26-4975_SOLID WASTE USER FEES	0	12/19		
1998	UTILITY REFUND #8	240690.02		<u>DAVID DOONEY, 818 E FOLGADO CT. UTILITY REFUND</u>	11/25/2019	.20	.00	25-4700_PRESS_ IRRIGATION USER FEES	0	12/19		
1998	UTILITY REFUND #8	240690.02		<u>DAVID DOONEY, 818 E FOLGADO CT. UTILITY REFUND</u>	11/25/2019	.92	.00	20-4510_SERVICE RECONNECT FEES	0	12/19		
Total 240690.02:						48.72	.00					
1998	UTILITY REFUND #8	241015.00		<u>NEW HORIZON CONSTRUCTION, 264 N BAY HAVEN AVE. UTILITY REFUND</u>	11/25/2019	50.21	.00	20-4500_METERED WATER SALES	0	12/19		
1998	UTILITY REFUND #8	241015.00		<u>NEW HORIZON CONSTRUCTION, 264 N BAY HAVEN AVE. UTILITY REFUND</u>	11/25/2019	12.61	.00	21-4600_SEWER USER FEES	0	12/19		
1998	UTILITY REFUND #8	241015.00		<u>NEW HORIZON CONSTRUCTION, 264 N BAY HAVEN AVE. UTILITY REFUND</u>	11/25/2019	1.84	.00	25-4700_PRESS_ IRRIGATION USER FEES	0	12/19		

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Total 241015.00:						64.66	.00					
1998	UTILITY REFUND #8	250790.02		<u>ALEX D RODRIGUEZ, 354 W STEPH ST, UTILITY REFUND</u>	11/25/2019	12.89	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	250790.02		<u>ALEX D RODRIGUEZ, 354 W STEPH ST, UTILITY REFUND</u>	11/25/2019	14.41	.00	<u>21-4600 SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	250790.02		<u>ALEX D RODRIGUEZ, 354 W STEPH ST, UTILITY REFUND</u>	11/25/2019	12.58	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	250790.02		<u>ALEX D RODRIGUEZ, 354 W STEPH ST, UTILITY REFUND</u>	11/25/2019	7.20	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	12/19		
Total 250790.02:						47.08	.00					
1998	UTILITY REFUND #8	260570.01A		<u>DEBORAH MARIE DEAN, 1656 N FIREBRICK DR, UTILITY REFUND</u>	12/04/2019	70.00	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
Total 260570.01A:						70.00	.00					
1998	UTILITY REFUND #8	280545.01		<u>SUNRISE HOMES, 2161 N FIRE OPAL AVE, UTILITY REFUND</u>	12/03/2019	20.28	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	280545.01		<u>SUNRISE HOMES, 2161 N FIRE OPAL AVE, UTILITY REFUND</u>	12/03/2019	12.32	.00	<u>21-4600 SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	280545.01		<u>SUNRISE HOMES, 2161 N FIRE OPAL AVE, UTILITY REFUND</u>	12/03/2019	1.89	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	12/19		
Total 280545.01:						34.49	.00					
1998	UTILITY REFUND #8	291059.00		<u>CBH HOMES, 6819 S MEMORY WAY, UTILITY REFUND</u>	12/06/2019	21.99	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	291059.00		<u>CBH HOMES, 6819 S MEMORY WAY, UTILITY REFUND</u>	12/06/2019	18.85	.00	<u>21-4600 SEWER USER FEES</u>	0	12/19		

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1998	UTILITY REFUND #8	291059.00		<u>CBH HOMES, 6819 S MEMORY WAY, UTILITY REFUND</u>	12/06/2019	1.98	.00	25-4700 PRESS. IRRIGATION USER FEES	0	12/19		
Total 291059.00:						42.82	.00					
1998	UTILITY REFUND #8	291071.00		<u>CBH HOMES, 6909 S ALLEGIANCE AVE, UTILITY REFUND</u>	11/25/2019	51.62	.00	20-4500 METERED WATER SALES	0	12/19		
1998	UTILITY REFUND #8	291071.00		<u>CBH HOMES, 6909 S ALLEGIANCE AVE, UTILITY REFUND</u>	11/25/2019	14.75	.00	21-4600 SEWER USER FEES	0	12/19		
1998	UTILITY REFUND #8	291071.00		<u>CBH HOMES, 6909 S ALLEGIANCE AVE, UTILITY REFUND</u>	11/25/2019	1.83	.00	25-4700 PRESS. IRRIGATION USER FEES	0	12/19		
Total 291071.00:						68.20	.00					
1998	UTILITY REFUND #8	291074.00		<u>CBH HOMES, 6825 S ALLEGIANCE AVE, UTILITY REFUND</u>	12/06/2019	34.99	.00	20-4500 METERED WATER SALES	0	12/19		
1998	UTILITY REFUND #8	291074.00		<u>CBH HOMES, 6825 S ALLEGIANCE AVE, UTILITY REFUND</u>	12/06/2019	31.16	.00	21-4600 SEWER USER FEES	0	12/19		
1998	UTILITY REFUND #8	291074.00		<u>CBH HOMES, 6825 S ALLEGIANCE AVE, UTILITY REFUND</u>	12/06/2019	2.87	.00	25-4700 PRESS. IRRIGATION USER FEES	0	12/19		
Total 291074.00:						69.02	.00					
1998	UTILITY REFUND #8	292056.00		<u>CBH HOMES, 8721 S INARA AVE, UTILITY REFUND</u>	12/09/2019	16.00	.00	20-4500 METERED WATER SALES	0	12/19		
Total 292056.00:						16.00	.00					
1998	UTILITY REFUND #8	302028.02		<u>ANDREW MICHAEL MILLER, 577 E RAISON CT, UTILITY REFUND</u>	12/09/2019	11.37	.00	20-4500 METERED WATER SALES	0	12/19		

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1998	UTILITY REFUND #8	302028.02		<u>ANDREW MICHAEL MILLER, 577 E RAISON CT, UTILITY REFUND</u>	12/09/2019	10.98	.00	<u>21-4600 SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	302028.02		<u>ANDREW MICHAEL MILLER, 577 E RAISON CT, UTILITY REFUND</u>	12/09/2019	9.39	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	12/19		
Total 302028.02:						31.74	.00					
1998	UTILITY REFUND #8	302119.01		<u>SCHROEDER ENTERPRISES, 967 E ANDES DR, UTILITY REFUND</u>	12/06/2019	2.29	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	302119.01		<u>SCHROEDER ENTERPRISES, 967 E ANDES DR, UTILITY REFUND</u>	12/06/2019	2.26	.00	<u>21-4600 SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	302119.01		<u>SCHROEDER ENTERPRISES, 967 E ANDES DR, UTILITY REFUND</u>	12/06/2019	.47	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	12/19		
Total 302119.01:						5.02	.00					
1998	UTILITY REFUND #8	302122.01		<u>STACY CONSTRUCTION, 1031 E ANDES DR, UTILITY REFUND</u>	12/03/2019	1.56	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
Total 302122.01:						1.56	.00					
1998	UTILITY REFUND #8	302142.01		<u>RIVERWOOD HOMES, 966 E ANDES DR, UTILITY REFUND</u>	12/06/2019	10.04	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	302142.01		<u>RIVERWOOD HOMES, 966 E ANDES DR, UTILITY REFUND</u>	12/06/2019	10.85	.00	<u>21-4600 SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	302142.01		<u>RIVERWOOD HOMES, 966 E ANDES DR, UTILITY REFUND</u>	12/06/2019	2.00	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	12/19		
Total 302142.01:						22.89	.00					

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1998	UTILITY REFUND #8	302206.00		<u>RIVERWOOD HOMES, 425 E FOX BAY ST, UTILITY REFUND</u>	12/04/2019	28.91	.00	<u>20-4500_METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	302206.00		<u>RIVERWOOD HOMES, 425 E FOX BAY ST, UTILITY REFUND</u>	12/04/2019	20.75	.00	<u>21-4600_SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	302206.00		<u>RIVERWOOD HOMES, 425 E FOX BAY ST, UTILITY REFUND</u>	12/04/2019	3.10	.00	<u>25-4700_PRESS. IRRIGATION USER FEES</u>	0	12/19		
Total 302206.00:						52.76	.00					
1998	UTILITY REFUND #8	302228.00		<u>SCHROEDER ENTERPRISES, 503 E ANDES DR, UTILITY REFUND</u>	12/09/2019	9.33	.00	<u>20-4500_METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	302228.00		<u>SCHROEDER ENTERPRISES, 503 E ANDES DR, UTILITY REFUND</u>	12/09/2019	3.09	.00	<u>21-4600_SEWER USER FEES</u>	0	12/19		
Total 302228.00:						12.42	.00					
1998	UTILITY REFUND #8	303292.00		<u>HUBBLE HOMES, 947 E BRUSH CREEK ST, UTILITY REFUND</u>	11/25/2019	46.95	.00	<u>20-4500_METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	303292.00		<u>NEW HORIZON CONSTRUCTION, 264 N BAY HAVEN AVE, UTILITY REFUND</u>	11/25/2019	12.74	.00	<u>21-4600_SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	303292.00		<u>NEW HORIZON CONSTRUCTION, 264 N BAY HAVEN AVE, UTILITY REFUND</u>	11/25/2019	3.36	.00	<u>25-4700_PRESS. IRRIGATION USER FEES</u>	0	12/19		
Total 303292.00:						63.05	.00					
1998	UTILITY REFUND #8	303300.00		<u>HUBBLE HOMES, 2125 N GREENVILLE AVE, UTILITY REFUND</u>	11/25/2019	50.45	.00	<u>20-4500_METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	303300.00		<u>HUBBLE HOMES, 2125 N GREENVILLE AVE, UTILITY REFUND</u>	11/25/2019	17.29	.00	<u>21-4600_SEWER USER FEES</u>	0	12/19		

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1998	UTILITY REFUND #8	303300.00		<u>HUBBLE HOMES, 2125 N GREENVILLE AVE, UTILITY REFUND</u>	11/25/2019	3.36	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	12/19		
Total 303300.00:						71.10	.00					
1998	UTILITY REFUND #8	303302.00A		<u>HUBBLE HOMES, 2116 N GREENVILLE AVE, UTILITY REFUND</u>	12/04/2019	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
Total 303302.00A:						59.21	.00					
1998	UTILITY REFUND #8	303303.00A		<u>HUBBLE HOMES, 2124 N GREENVILLE AVE, UTILITY REFUND</u>	12/04/2019	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
Total 303303.00A:						59.21	.00					
1998	UTILITY REFUND #8	310002.02		<u>DENNIS L NICOLAI, 9249 S MACADAN WAY, UTILITY REFUND</u>	12/03/2019	37.38	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	310002.02		<u>DENNIS L NICOLAI, 9249 S MACADAN WAY, UTILITY REFUND</u>	12/03/2019	32.98	.00	<u>21-4600 SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	310002.02		<u>DENNIS L NICOLAI, 9249 S MACADAN WAY, UTILITY REFUND</u>	12/03/2019	27.31	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	12/19		
Total 310002.02:						97.67	.00					
1998	UTILITY REFUND #8	310241.02		<u>KRISTIN HADLEY, 9542 S ROCK CLIFFS PL, UTILITY REFUND</u>	12/06/2019	8.00	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	310241.02		<u>KRISTIN HADLEY, 9542 S ROCK CLIFFS PL, UTILITY REFUND</u>	12/06/2019	7.62	.00	<u>21-4600 SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	310241.02		<u>KRISTIN HADLEY, 9542 S ROCK CLIFFS PL, UTILITY REFUND</u>	12/06/2019	5.89	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	12/19		

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1998	UTILITY REFUND #8	310241.02		<u>KRISTIN HADLEY, 9542 S ROCK CLIFFS PL, UTILITY REFUND</u>	12/06/2019	.24	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	12/19		
Total 310241.02:						21.75	.00					
1998	UTILITY REFUND #8	320044.00		<u>HAYDEN HOMES, 1846 E MESA FALLS ST, UTILITY REFUND</u>	12/09/2019	6.60	.00	<u>21-4600 SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	320044.00		<u>HAYDEN HOMES, 1846 E MESA FALLS ST, UTILITY REFUND</u>	12/09/2019	2.57	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	320044.00		<u>HAYDEN HOMES, 1846 E MESA FALLS ST, UTILITY REFUND</u>	12/09/2019	5.08	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
Total 320044.00:						14.25	.00					
1998	UTILITY REFUND #8	320051.00		<u>HAYDEN HOMES, 1340 N WARM RIVER AVE, UTILITY REFUND</u>	11/25/2019	25.06	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	320051.00		<u>HAYDEN HOMES, 1340 N WARM RIVER AVE, UTILITY REFUND</u>	11/25/2019	18.70	.00	<u>21-4600 SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	320051.00		<u>HAYDEN HOMES, 1340 N WARM RIVER AVE, UTILITY REFUND</u>	11/25/2019	5.56	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	12/19		
Total 320051.00:						49.32	.00					
1998	UTILITY REFUND #8	320054.00		<u>HAYDEN HOMES, 1264 N WARM RIVER AVE, UTILITY REFUND</u>	12/06/2019	22.47	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	320054.00		<u>HAYDEN HOMES, 1264 N WARM RIVER AVE, UTILITY REFUND</u>	12/06/2019	25.25	.00	<u>21-4600 SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	320054.00		<u>HAYDEN HOMES, 1264 N WARM RIVER AVE, UTILITY REFUND</u>	12/06/2019	5.93	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	12/19		

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Total 320054.00:						53.65	.00					
1998	UTILITY REFUND #8	320093.00		<u>HAYDEN HOMES, 1895 E MESA FALLS ST. UTILITY REFUND</u>	11/25/2019	53.28	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	320093.00		<u>HAYDEN HOMES, 1895 E MESA FALLS ST. UTILITY REFUND</u>	11/25/2019	15.34	.00	<u>21-4600 SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	320093.00		<u>HAYDEN HOMES, 1895 E MESA FALLS ST. UTILITY REFUND</u>	11/25/2019	5.32	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	12/19		
Total 320093.00:						73.94	.00					
1998	UTILITY REFUND #8	320094.00		<u>HAYDEN HOMES, 1879 E MESA FALLS ST. UTILITY REFUND</u>	12/09/2019	5.08	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	320094.00		<u>HAYDEN HOMES, 1879 E MESA FALLS ST. UTILITY REFUND</u>	12/09/2019	6.60	.00	<u>21-4600 SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	320094.00		<u>HAYDEN HOMES, 1879 E MESA FALLS ST. UTILITY REFUND</u>	12/09/2019	2.57	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	12/19		
Total 320094.00:						14.25	.00					
1998	UTILITY REFUND #8	320095.00		<u>HAYDEN HOMES, 1863 E MESA FALLS ST. UTILITY REFUND</u>	11/25/2019	47.22	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	320095.00		<u>HAYDEN HOMES, 1863 E MESA FALLS ST. UTILITY REFUND</u>	11/25/2019	11.34	.00	<u>21-4600 SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	320095.00		<u>HAYDEN HOMES, 1863 E MESA FALLS ST. UTILITY REFUND</u>	11/25/2019	4.54	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	12/19		
Total 320095.00:						63.10	.00					
1998	UTILITY REFUND #8	330019.00		<u>TOLL BROS INC, 920 E BUCK DR, UTILITY REFUND</u>	11/25/2019	21.67	.00	<u>20-4500 METERED WATER SALES</u>	0	12/19		

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1998	UTILITY REFUND #8	330019.00		<u>TOLL BROS INC. 920 E BUCK DR. UTILITY REFUND</u>	11/25/2019	-5.81	.00	21-4600 SEWER USER FEES	0	12/19		
1998	UTILITY REFUND #8	330019.00		<u>TOLL BROS INC. 920 E BUCK DR. UTILITY REFUND</u>	11/25/2019	.53	.00	25-4700 PRESS. IRRIGATION USER FEES	0	12/19		
Total 330019.00:						16.39	.00					
1998	UTILITY REFUND #8	330040.00		<u>TOLL BROS INC. 1864 N MEADOWFIELD AVE. UTILITY REFUND</u>	11/30/2019	48.32	.00	20-4500 METERED WATER SALES	0	12/19		
Total 330040.00:						48.32	.00					
1998	UTILITY REFUND #8	330053.00		<u>TOLL BROS INC. 1232 E TROPHY ST. UTILITY REFUND</u>	11/25/2019	-4.80	.00	21-4600 SEWER USER FEES	0	12/19		
1998	UTILITY REFUND #8	330053.00		<u>TOLL BROS INC. 1232 E TROPHY ST. UTILITY REFUND</u>	11/25/2019	52.39	.00	20-4500 METERED WATER SALES	0	12/19		
1998	UTILITY REFUND #8	330053.00		<u>TOLL BROS INC. 1232 E TROPHY ST. UTILITY REFUND</u>	11/25/2019	.61	.00	25-4700 PRESS. IRRIGATION USER FEES	0	12/19		
Total 330053.00:						48.20	.00					
1998	UTILITY REFUND #8	330057.00		<u>TOLL BROS INC. 1834 N SNOWFIELD PL. UTILITY REFUND</u>	11/30/2019	54.70	.00	20-4500 METERED WATER SALES	0	12/19		
1998	UTILITY REFUND #8	330057.00		<u>TOLL BROS INC. 1834 N SNOWFIELD PL. UTILITY REFUND</u>	11/30/2019	2.99	.00	25-4700 PRESS. IRRIGATION USER FEES	0	12/19		
Total 330057.00:						57.69	.00					
1998	UTILITY REFUND #8	330076.00		<u>TOLL BROS INC. 1235 E TROPHY ST. UTILITY REFUND</u>	11/30/2019	38.90	.00	20-4500 METERED WATER SALES	0	12/19		
1998	UTILITY REFUND #8	330076.00		<u>TOLL BROS INC. 1235 E TROPHY ST. UTILITY REFUND</u>	11/30/2019	3.28	.00	25-4700 PRESS. IRRIGATION USER				

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								FEES	0	12/19		
	Total 330076.00:					42.18	.00					
1998	UTILITY REFUND #8	340047.01		<u>CBH HOMES, 6634 S BIRCH CREEK AVE, UTILITY REFUND</u>	11/25/2019	51.79	.00	<u>20-4500_METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	340047.01		<u>CBH HOMES, 6634 S BIRCH CREEK AVE, UTILITY REFUND</u>	11/25/2019	40.20	.00	<u>21-4600_SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	340047.01		<u>CBH HOMES, 6634 S BIRCH CREEK AVE, UTILITY REFUND</u>	11/25/2019	2.72	.00	<u>25-4700_PRESS. IRRIGATION USER FEES</u>	0	12/19		
	Total 340047.01:					94.71	.00					
1998	UTILITY REFUND #8	340060.01		<u>CBH HOMES, 1467 W CROOKED RIVER DR, UTILITY REFUND</u>	12/04/2019	26.21	.00	<u>20-4500_METERED WATER SALES</u>	0	12/19		
1998	UTILITY REFUND #8	340060.01		<u>CBH HOMES, 1467 W CROOKED RIVER DR, UTILITY REFUND</u>	12/04/2019	-12.76	.00	<u>21-4600_SEWER USER FEES</u>	0	12/19		
1998	UTILITY REFUND #8	340060.01		<u>CBH HOMES, 1467 W CROOKED RIVER DR, UTILITY REFUND</u>	12/04/2019	-4.74	.00	<u>25-4700_PRESS. IRRIGATION USER FEES</u>	0	12/19		
	Total 340060.01:					8.71	.00					
1998	UTILITY REFUND #8	91450.03A		<u>LISA PECCHENINO, 1146 N PYRITE AVE, UTILITY REFUND</u>	12/03/2019	40.61	.00	<u>20-4500_METERED WATER SALES</u>	0	12/19		
	Total 91450.03A:					40.61	.00					
	Total UTILITY REFUND #8:					1,952.45	.00					
<b>VALLI INFORMATION SYSTEMS, INC</b>												
857	VALLI INFORMATION SYSTEMS, INC	56257		<u>POSTAGE, IMAGING, PRINTING BILLS FOR NOV.'19 - ADMIN</u>	11/30/2019	976.88	.00	<u>01-6190_POSTAGE &amp; BILLING</u>	0	12/19		

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
857	VALLI INFORMATION SYSTEMS, INC	56257		<u>POSTAGE, IMAGING, PRINTING BILLS FOR NOV.'19 - WATER</u>	11/30/2019	1,535.10	.00	<u>20-6190_POSTAGE &amp; BILLING</u>	0	12/19		
857	VALLI INFORMATION SYSTEMS, INC	56257		<u>POSTAGE, IMAGING, PRINTING BILLS FOR NOV.'19 - SEWER</u>	11/30/2019	1,535.10	.00	<u>21-6190_POSTAGE &amp; BILLING</u>	0	12/19		
857	VALLI INFORMATION SYSTEMS, INC	56257		<u>POSTAGE, IMAGING, PRINTING BILLS FOR NOV.'19 - P.I</u>	11/30/2019	604.74	.00	<u>25-6190_POSTAGE &amp; BILLING</u>	0	12/19		
Total 56257:						4,651.82	.00					
857	VALLI INFORMATION SYSTEMS, INC	56258		<u>LOCKBOX TRANSACTIONS FOR NOV.'19 - ADMIN</u>	11/30/2019	40.70	.00	<u>01-6505_BANK FEES</u>	0	12/19		
857	VALLI INFORMATION SYSTEMS, INC	56258		<u>LOCKBOX TRANSACTIONS FOR NOV.'19 - WATER</u>	11/30/2019	63.95	.00	<u>20-6505_BANK FEES</u>	0	12/19		
857	VALLI INFORMATION SYSTEMS, INC	56258		<u>LOCKBOX TRANSACTIONS FOR NOV.'19 - SEWER</u>	11/30/2019	63.96	.00	<u>21-6505_BANK FEES</u>	0	12/19		
857	VALLI INFORMATION SYSTEMS, INC	56258		<u>LOCKBOX TRANSACTIONS FOR NOV.'19 - P.I</u>	11/30/2019	25.19	.00	<u>25-6505_BANK FEES</u>	0	12/19		
Total 56258:						193.80	.00					
Total VALLI INFORMATION SYSTEMS, INC:						4,845.62	.00					
<b>VERIZON WIRELESS</b>												
1575	VERIZON WIRELESS	9843146882		<u>CELL PHONE SERVICE, 10/29- 11/28/19 - ADMIN</u>	11/28/2019	141.61	.00	<u>01-6255 TELEPHONE</u>	0	12/19		
1575	VERIZON WIRELESS	9843146882		<u>CELL PHONE SERVICE, 10/29- 11/28/19 - P &amp; Z</u>	11/28/2019	53.79	.00	<u>01-6255 TELEPHONE</u>	1003	12/19		
1575	VERIZON WIRELESS	9843146882		<u>CELL PHONE SERVICE, 10/29- 11/28/19 - PARKS</u>	11/28/2019	478.28	.00	<u>01-6255 TELEPHONE</u>	1004	12/19		
1575	VERIZON WIRELESS	9843146882		<u>CELL PHONE SERVICE, 10/29- 11/28/19 - BUILDING INSPECTION</u>	11/28/2019	95.66	.00	<u>01-6255 TELEPHONE</u>	1005	12/19		
1575	VERIZON WIRELESS	9843146882		<u>CELL PHONE SERVICE, 10/29- 11/28/19 - WATER</u>	11/28/2019	470.20	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	12/19		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1575	VERIZON WIRELESS	9843146882		<u>CELL PHONE SERVICE, 10/29-11/28/19 - SEWER</u>	11/28/2019	554.60	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	12/19		
1575	VERIZON WIRELESS	9843146882		<u>CELL PHONE SERVICE, 10/29-11/28/19 - P.I</u>	11/28/2019	128.36	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	12/19		
1575	VERIZON WIRELESS	9843146882		<u>CELL PHONE SERVICE, 10/29-11/28/19 - ECONOMIC DEVELOPMENT</u>	11/28/2019	46.89	.00	<u>01-6255 TELEPHONE</u>	4000	12/19		
Total 9843146882:						1,969.39	.00					
1575	VERIZON WIRELESS	9843280363		<u>TABLET SERVICE, 11/2-12/1/19 - ADMIN</u>	12/01/2019	3.68	.00	<u>01-6255 TELEPHONE</u>	0	12/19		
1575	VERIZON WIRELESS	9843280363		<u>TABLET SERVICE, 11/2-12/1/19 - PARKS</u>	12/01/2019	8.09	.00	<u>01-6255 TELEPHONE</u>	1004	12/19		
1575	VERIZON WIRELESS	9843280363		<u>TABLET SERVICE, 11/2-12/1/19 - BUILDING DEPT</u>	12/01/2019	30.87	.00	<u>01-6255 TELEPHONE</u>	1005	12/19		
1575	VERIZON WIRELESS	9843280363		<u>TABLET SERVICE, 11/2-12/1/19 - WATER</u>	12/01/2019	42.04	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	12/19		
1575	VERIZON WIRELESS	9843280363		<u>TABLET SERVICE, 11/2-12/1/19 - SEWER</u>	12/01/2019	50.86	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	12/19		
1575	VERIZON WIRELESS	9843280363		<u>TABLET SERVICE, 11/2-12/1/19 - P.I</u>	12/01/2019	11.46	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	12/19		
Total 9843280363:						147.00	.00					
1575	VERIZON WIRELESS	9843280364		<u>IPAD SERVICE, 11/2-12/1/19 - ADMIN</u>	12/01/2019	5.01	.00	<u>01-6255 TELEPHONE</u>	0	12/19		
1575	VERIZON WIRELESS	9843280364		<u>IPAD SERVICE, 11/2-12/1/19 - PARKS</u>	12/01/2019	20.02	.00	<u>01-6255 TELEPHONE</u>	1004	12/19		
1575	VERIZON WIRELESS	9843280364		<u>IPAD SERVICE, 11/2-12/1/19 - WATER</u>	12/01/2019	6.61	.00	<u>20-6255 TELEPHONE</u>				

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
								EXPENSE	0	12/19		
1575	VERIZON WIRELESS	9843280364		<u>IPAD SERVICE, 11/2-12/1/19 - SEWER</u>	12/01/2019	6.61	.00	21-6255 TELEPHONE EXPENSE	0	12/19		
1575	VERIZON WIRELESS	9843280364		<u>IPAD SERVICE, 11/2-12/1/19 - P.I</u>	12/01/2019	1.80	.00	25-6255 TELEPHONE EXPENSE	0	12/19		
Total 9843280364:						40.05	.00					
Total VERIZON WIRELESS:						2,156.44	.00					
<b>VICTORY STONE ENGRAVING, LLC</b>												
1490	VICTORY STONE ENGRAVING, LLC	77		<u>ENGRAVED ROCK FOR TREATMENT PLANT OFFICE REMODEL, B.BACHMAN, NOV.'19 - WATER</u>	11/21/2019	241.50	.00	20-6020 CAPITAL IMPROVEMENTS	1209	12/19		
1490	VICTORY STONE ENGRAVING, LLC	77		<u>ENGRAVED ROCK FOR TREATMENT PLANT OFFICE REMODEL, B.BACHMAN, NOV.'19 - SEWER</u>	11/21/2019	241.50	.00	21-6020 CAPITAL IMPROVEMENTS	1209	12/19		
1490	VICTORY STONE ENGRAVING, LLC	77		<u>ENGRAVED ROCK FOR TREATMENT PLANT OFFICE REMODEL, B.BACHMAN, NOV.'19 - P.I</u>	11/21/2019	92.00	.00	25-6020 CAPITAL IMPROVEMENTS	1209	12/19		
Total 77:						575.00	.00					
Total VICTORY STONE ENGRAVING, LLC:						575.00	.00					
<b>WESTERN STATES CHEM</b>												
274	WESTERN STATES CHEM	192131		<u>20 BOXES NITRILE DISPOSABLE GLOVES, NOV.'19 - WATER</u>	11/21/2019	91.38	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	12/19		
274	WESTERN STATES CHEM	192131		<u>20 BOXES NITRILE DISPOSABLE GLOVES, NOV.'19 - SEWER</u>	11/21/2019	91.38	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	12/19		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
274	WESTERN STATES CHEM	192131		<u>20 BOXES NITRILE DISPOSABLE GLOVES, NOV.'19 - P.I</u>	11/21/2019	34.80	.00	<u>25-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	12/19		
Total 192131:						217.56	.00					
Total WESTERN STATES CHEM:						217.56	.00					
<b>WEX BANK</b>												
1234	WEX BANK	62568773		<u>FUEL, NOV.'19 - PARKS</u>	11/30/2019	343.63	.00	<u>01-6300 FUEL</u>	1004	12/19		
1234	WEX BANK	62568773		<u>FUEL, NOV.'19 - BUILDING INSPECTION</u>	11/30/2019	276.13	.00	<u>01-6300 FUEL</u>	1005	12/19		
1234	WEX BANK	62568773		<u>FUEL, NOV.'19 - WATER</u>	11/30/2019	88.90	.00	<u>20-6300 FUEL</u>	0	12/19		
1234	WEX BANK	62568773		<u>FUEL, NOV.'19 - SEWER</u>	11/30/2019	88.90	.00	<u>21-6300 FUEL</u>	0	12/19		
1234	WEX BANK	62568773		<u>FUEL, NOV.'19 - IRRIGATION</u>	11/30/2019	24.24	.00	<u>25-6300 FUEL</u>	0	12/19		
1234	WEX BANK	62568773		<u>FUEL, NOV.'19 - ECONOMIC DEVELOPMENT</u>	11/30/2019	28.03	.00	<u>01-6300 FUEL</u>	4000	12/19		
1234	WEX BANK	62568773		<u>NON-FUEL PURCHASE (CAR WASH), L HOLLAND, NOV.'19 - ECONOMIC DEVELOPMENT</u>	11/30/2019	6.00	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	4000	12/19		
Total 62568773:						855.83	.00					
Total WEX BANK:						855.83	.00					
<b>WHITE, PETERSON, GIGRAY, &amp; NICHOLS P.A.</b>												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	11302019WPG		<u>LEGAL FEES, NOV.'19</u>	11/30/2019	6,547.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1207	12/19		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	11302019WPG		<u>LEGAL FEES, NOV.'19</u>	11/30/2019	72.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1208	12/19		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	11302019WPG		<u>LEGAL FEES, NOV.'19</u>	11/30/2019	144.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	12/19		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	11302019WPG		<u>LEGAL FEES, NOV.'19</u>	11/30/2019	3,632.66	.00	01-6202 <u>PROFESSIONAL SERVICES</u>	0	12/19		
Total 11302019WPGN:						10,395.66	.00					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						10,395.66	.00					
Grand Totals:						550,634.34	269,933.38					

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

**RESOLUTION NO. R95-2019  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE PERPETUAL CITY OF KUNA WATER MAIN EASEMENT AGREEMENT WITH BLACK CREEK LIMITED PARTNERSHIP; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.**

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

Section 1. The PERPETUAL CITY OF KUNA WATER MAIN EASEMENT AGREEMENT from BLACK CREEK LIMITED PARTNERSHIP, attached hereto as EXHIBIT A is hereby approved by the City of Kuna, Idaho as the beneficiary of said easement.

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

**PASSED BY THE COUNCIL** of Kuna, Idaho this 17<sup>th</sup> day of December, 2019.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17<sup>th</sup> day of December, 2019.

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

ATTEST:

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

Recording Requested By and  
When Recorded Return to:

The M3 Companies  
4222 E. Camelback Road #H1000  
Phoenix, AZ 85015

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### WATER MAIN EASEMENT

THIS PERPETUAL CITY OF KUNA WATER MAIN EASEMENT (this "**Agreement**"), by and between BLACK CREEK LIMITED PARTNERSHIP, an Idaho Limited Partnership ("**Grantor**"), and the CITY OF KUNA, IDAHO, an Idaho municipal corporation whose address is P.O. Box 13, Kuna, Idaho 83634 ("**Grantee**").

(Wherever used herein, the term "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors, and assigns.)

### WITNESSETH

Grantor, owner of the property as more particularly described on **EXHIBIT A**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to the Grantee, its successors, contractors, agents, and assigns a Perpetual Easement for Access, Construction, Maintenance, Operation and Replacement of City of Kuna, Idaho municipal utilities, including water lines as more particularly depicted in **EXHIBIT B** (the "**Easement Premises**"), attached hereto and incorporated herein by reference.

This perpetual easement is made subject to the following conditions:

1. The easement described above is hereby reserved for the utility purposes herein set forth and no structures other than those for utility purposes are to be erected within the limits of said easement.
2. The CITY OF KUNA, or its assigns, shall have the right at any time to access said improvements to perform any necessary maintenance, repair or replacement, and to cut, trim, and clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, or maintenance of said utilities.
3. In exercising the rights granted herein, the CITY OF KUNA, or its assigns, will not unreasonably interfere with the normal use of the Easement Premises and will, at its sole cost and expense and with due diligence, restore the Easement Premises to its original or better condition following any use of the Easement Premises either for construction, repair, maintenance, and/or replacement of said facilities and appurtenances thereto.
4. This easement shall terminate upon the dedication of the Easement Premises as a deeded or dedicated public road right-of-way capable providing similar or better access to the public utility improvements and acceptable to Grantee.

There shall also be granted a temporary construction easement as follows:

1. Grantor hereby provides to Grantee and its authorized agents a license on, over, under, across, and through that certain area that is twenty-five feet (25') from the edge of the Easement Premises for all purposes reasonably necessary in connection with the initial construction of the above-described associated facilities. The license provided by this paragraph shall terminate upon completion of the initial construction of the associated facilities.

The following provisions shall be generally applicable to this Agreement:

1. Together with the right of ingress and egress on the Easement Premises for the purpose of constructing, operating, and maintaining said facilities and the necessary appurtenances thereto.

2. The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant this perpetual easement.

3. All provisions of this Agreement, including the benefits and burdens hereof, run with the land and are binding upon and inure to the benefit of the parties, and the respective heirs, assigns, successors, and personal representatives of the parties.

4. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties.

5. Any and all notices , demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, or one (1) day after deposit with a nationally recognized air carrier providing next day delivery, addressed as follows:

TO GRANTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO GRANTEE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.

7. This Agreement may be executed in counterparts, each part being considered to be executed on the day and year first above written.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Agreement to be executed on the day and year first above written.

**GRANTOR:**

BLACK CREEK LIMITED PARTNERSHIP, an  
Idaho Limited Partnership

By: BLACK CREEK LIMITED PARTNERSHIP,  
an Idaho Limited Partnership  
Its: General Partners

By: Thomas T. Nicholson  
Thomas T. Nicholson, General Partner

By: Scott R. Nicholson  
Scott R. Nicholson, General Partner

**GRANTEE:**

CITY OF KUNA, IDAHO,  
an Idaho municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*[notary acknowledgments on following page]*

STATE OF IDAHO )  
 ) ss.  
County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of the CITY OF KUNA, IDAHO, the Idaho municipal corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

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

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 2 day of December, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas T. Nicholson, known or identified to me to be a General Partner of Black Creek Limited Partnership, the Idaho limited partnership that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said limited partnership, and acknowledged to me that such limited partnership 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.



Steve Arnold  
\_\_\_\_\_  
Notary Public  
Residing at Boise  
My commission expires: 2/17/21

STATE OF IDAHO )  
County of Ada ) ss.

On this 2 day of December, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott R. Nicholson, known or identified to me to be a General Partner of Black Creek Limited Partnership, the Idaho limited partnership that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said limited partnership, and acknowledged to me that such limited partnership 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.



Steve Arnold  
Notary Public  
Residing at Boise  
My commission expires: 2/17/21

EXHIBIT "A"  
1 of 4

ADA COUNTY RECORDER Christopher D. Rich  
BOISE IDAHO Pgs=4 VICTORIA BAILEY  
THOMAS NICHOLSON

2015-103419  
11/10/2015 01:50 PM  
AMOUNT:\$18.00



**WARRANTY DEED**

TFI LIMITED PARTNERSHIP, Grantor, does hereby convey, grant and warrant to BLACK CREEK LIMITED PARTNERSHIP, an Idaho Limited Partnership, Grantee, whose current address is P.O. Box 690, Meridian, ID 83680-0690, all of the real property described in Exhibit A and B attached hereto, together with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments, appurtenances, reversions, and remainders appurtenant thereto.

SUBJECT, HOWEVER, to the following:

1. All easements and rights-of-way appearing on record or on the premises.
2. Mineral reservations appearing of record.
3. Covenants, restrictions and zoning regulations as appear of record or by use upon the premises.
4. Current real property taxes, irrigation assessments or other governmental assessments or charges.

SUBJECT TO taxes and assessments for the year 2015 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

The Grantors covenant to the Grantee that they are the owners of said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that they will warrant and defend the same from all lawful claims.

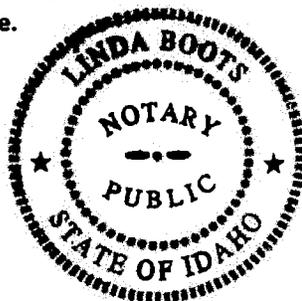
IN WITNESS WHEREOF, the Grantors has executed this instrument on this 9th day of November, 2015.

Thomas T. Nicholson, General Partner

Scott R. Nicholson, General Partner

STATE OF IDAHO )  
                                  ) ss  
COUNTY OF ADA )

On this 9th day of November, 2015, before me, Linda Boots, a Notary Public, personally appeared THOMAS T. NICHOLSON and SCOTT R. NICHOLSON, General Partners, known or identified to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed the same.



Linda Boots, Notary Public for Idaho  
My Commission expires 5/31/19  
Residing in Boise, ID

**EXHIBIT "A"**  
**2 of 4****EXHIBIT A**

**Lots 1, 3, 5, and 7 in Block 15 of the Amended Plat of a part of the Avalon Orchard Tracts, according to the plat thereof, filed in Book 6 of Plats at Page 254, records of Ada County, Idaho.**

**EXCEPT that portion of said Lot 7 conveyed to the State of Idaho by deed recorded under instrument No. 97051060.**

**All of Block 6 of the Amended Plat of a part of the Avalon Orchard Tracts according to the plat thereof, filed in Book 6 of Plats at Page 254, records of Ada County, Idaho, North and West of Teed Lateral.**

**EXCEPTING THEREFROM the following described parcel of land:**

**The Northeastern portion of Lot 1 in Block 6 of Avalon Orchard Tract, lying in the NW4NW4 of Section 30, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, between the North boundary of Lot 1 and the Teed Sublateral, more particularly described as follows:**

**Beginning at a point 25 feet South of the Northwest Corner of Section 30, Township 2 North, Range 1 East, Boise Meridian;**

**Thence East parallel to the Northern boundary of Section 30 Lot 1 in Block 6, 1037.6 feet to the REAL POINT OF BEGINNING;**

**Thence continuing East 151.6 feet to the Eastern boundary of Lot 1 in Block 6;**

**Thence South 201.5 feet along the Eastern boundary of Lot 1 in Block 6 to the Teed Sublateral;**

**Thence Westerly South 58°20' West 185 feet following the Teed Sublateral;**

**Thence North 297.5 feet to the REAL POINT OF BEGINNING.**

**AND EXCEPT that portion of said Block 6 conveyed to the State of Idaho by deed recorded under instrument No. 97051068.**

**All of Block 9 of the Amended Plat of a part of the Avalon Orchard Tracts, according to the plat thereof, filed in Book 6 of Plats at Page 254, records of Ada County, Idaho, North and East of Teed Lateral.**

**EXCEPT that portion conveyed to the State of Idaho by deed recorded under Instrument No. 97051061.**

**Lot 4, South of Teed Lateral, Section 19, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho.**

**EXCEPT those portions conveyed to the State of Idaho by deed recorded under Instrument No's. 97051063 and 97051064.**

**The SE4SE4 Section 24, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho**

**EXCEPT right-of-way for Kuna Road.**

**AND EXCEPT that portion conveyed to the State of Idaho by deeds recorded under Instrument No. 97051066.**

# EXHIBIT "A" 3 of 4

## EXHIBIT B

A parcel of land being a portion of the southeast 1/4 of the southeast 1/4 of Section 24, Township 2 North, Range 1 West, Boise Meridian and the southwest 1/4 of the southwest 1/4 of Section 19, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho more particularly described as follows to with:

Commence at the brass cap marking the southeast corner of said Section 24, Township 2 North, Range 1 West, Boise Meridian;

thence N 0°04'05" E a distance of 34.69 feet to the Northeasterly Right-of-Way of Kuna Mora Road, according to Federal Aid Project No. STR-3782(600), said point being a 5/8" rebar with an orange plastic cap marked "ITD" on a non-tangent curve and the POINT OF BEGINNING;

thence along a curve to the right, coincident with said Northeasterly Right-of-Way of Kuna Mora Road, a distance of 147.18 feet, having a radius of 202.80 feet, a chord bearing of N 60°16'10" W a distance of 143.98 feet, and a central angle of 41°34'59" to the intersection of the Northwest Right-of-Way of the original SH-69, according to Federal Aid Project No. S356(1) and the Northeasterly Right-of-Way of Kuna Mora Road, according to Federal Aid Project No. STR-3782(600) said point being a 5/8" rebar with an orange plastic cap marked "ITD" on a non-tangent curve;

thence along a curve to the left, coincident with the said Northwest Right-of-Way of the original SH-69, a distance of 229.35 feet, having a radius of 268.61 feet, a chord bearing of N 24°31'44" E a distance of 222.44 feet, and a central angle of 48°55'19" to a 5/8" rebar with an orange plastic cap marked "ITD";

thence N 0°04'05" E, coincident with the said Northwesterly Right-of-Way of the original SH-69, a distance of 104.87 feet to a Right-of-Way monument, said monument being 74.00' right of station 63+48.19 and the Southeast Right-of-Way of the existing SH-69, according to Federal Aid Project No. S356(1) and STP-3782(101), said monument being a point of curvature of a tangent curve;

thence along a curve to the left, coincident with the said Southeasterly Right-of-Way of the existing SH-69, a distance of 170.08 feet, having a radius of 892.53 feet, a chord bearing of N 22°56'18" E a distance of 169.82 feet, and a central angle of 10°55'05" to a Right-of-Way monument, said monument being 74.00' right of station 65+04.18 and the East Right-of-Way of the original SH-69;

thence S 0°04'05" W, coincident with the said East Right-of-Way of the original SH-69, a distance of 261.34 feet to a 5/8" rebar with an orange plastic cap marked "ITD";

EXHIBIT "A"  
4 of 4

EXHIBIT B (Continued)

**Additional Remainder Parcel, a portion of the SE1/4 SE1/4 of Section 24, T2N, R1W, B.M. amd the SW1/4 SW1/4 of Section 19, T2N, R1E, B.M. SH-69, Kuna to Amity Rd.;**

**thence N 89°55'55" W, coincident with the said East Right-of-Way of the original SH-69. a distance of 8.00 feet to a 5/8" rebar with an orange plastice cap marked "ITD";**

**thence S 0°04'05" W, coincident with the said East Right-of-Way of the original SH-69, a distance of 276.06 feet to a Right-of-Way monument, said monument being 41.58 feet left of station 3+90.18 and stamped "3+90.20 41.47 LT" and the Northeasterly Right-of-Way of Kuna Mora Road, a non-tangent curve;**

**thence along a curve to the right, coincident with said Northeasterly Right-of-Way of Kuna Mora Road, a distance of 25.12 feet, having a radius of 202.80 feet, a chord bearing of N 84°36'36" W a distance 25.11 feet, and a central angle of 7°05'53" to the POINT OF BEGINNING;**

**the above described parcel contains approximately 0.8411 acres and is subject to all easements of record.**



J·U·B COMPANIES

THE  
LANGDON  
GROUPGATEWAY  
MAPPING  
INC.

## EXHIBIT "B"

**CITY OF KUNA  
WATER MAIN EASEMENTS  
LEGAL DESCRIPTION**

**Easement No. 1**

That portion of the lands of Black Creek Limited Partnership as described in that Warranty Deed recorded under Instrument No. 2015-103419 and as surveyed by that Second Amended Record of Survey No. 10912, Ada County Records, said portion located in the Southwest Quarter of the Southwest Quarter of Section 19, Township 2 North, Range 1 East, Boise Meridian and the Southeast Quarter of the Southeast Quarter of Section 24, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, described as follows:

**COMMENCING** at the southwest corner of said Section 19, Township 2 North, Range 1 East, Boise Meridian, from which the south quarter corner of said Section 19 bears South 89°33'00" East, 2,542.42 feet; Thence South 89°33'00" East, 704.59 feet along the south line of said Section 19; Thence North 00°27'00" East, 25.00 feet to the northerly right-of-way line of East Kuna Road according to said Record of Survey and the **POINT OF BEGINNING**;

Thence along said northerly right-of-way line the following eight (8) courses:

- 1) N 89°33'00" W, 56.94 feet;
- 2) N 00°26'59" E, 15.00 feet;
- 3) N 89°33'00" W, 487.91 feet;
- 4) S 00°04'33" W, 15.00 feet;
- 5) N 89°33'00" W, 135.01 feet;
- 6) N 00°04'08" E, 7.53 feet to the beginning of a non-tangent curve;
- 7) Along said non-tangent curve to the right an arc length of 259.99 feet, having a radius of 202.80 feet, a central angle of 73°27'15", a chord bearing of N 51°25'46" W and a chord length of 242.55 feet to the beginning of a non-tangent curve;
- 8) Along said non-tangent curve to the right an arc length of 43.85 feet, having a radius of 67.79 feet, a central angle of 37°03'42", a chord bearing of N 03°49'42" E and a chord length of 43.09 feet;

Thence S 44°49'54" E, 235.50 feet departing from said northerly right-of-way line;

Thence S 89°50'57" E, 168.36 feet;

Thence S 89°33'05" E, 496.96 feet;

Thence S 44°31'35" E, 50.13 feet to the **POINT OF BEGINNING**, containing 0.64 acres, more or less.

CITY OF KUNA / WATER MAIN EASEMENTS  
LEGAL DESCRIPTION



J-U-B COMPANIES

THE  
LANGDON  
GROUPGATEWAY  
MAPPING  
INC.

### Easement No. 2

That portion of the lands of Black Creek Limited Partnership as described in that Warranty Deed recorded under Instrument No. 2015-103419 and as surveyed by that Second Amended Record of Survey No. 10912, Ada County Records, said portion located in the Southeast Quarter of the Southeast Quarter of Section 24, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, described as follows:

**COMMENCING** at the southeast corner of said Section 24, Township 2 North, Range 1 West, Boise Meridian, from which the south quarter corner of said Section 24 bears North 88°38'59" West, 2,667.49 feet; Thence North 88°38'59" West, 967.14 feet along the south line of said Section 24; Thence North 01°21'01" East, 60.64 feet to the southeast corner of Merlin Pointe Subdivision No. 1 according to the official plat thereof filed in Book 115 of Plats at Pages 17375 through 17378, Ada County Records and the **POINT OF BEGINNING**;

Thence N 01°17'30" E, 57.80 feet along the east boundary line of said Merlin Pointe Subdivision No. 1;  
 Thence S 46°55'01" E, 54.34 feet departing from said east boundary line;  
 Thence N 88°04'59" E, 238.16 feet;  
 Thence N 76°49'59" E, 97.43 feet;  
 Thence N 64°05'57" E, 201.58 feet;  
 Thence N 52°50'05" E, 91.01 feet;  
 Thence N 43°02'04" E, 78.78 feet;  
 Thence N 43°44'53" E, 58.49 feet;  
 Thence N 33°09'27" E, 139.04 feet;  
 Thence N 23°04'04" E, 138.81 feet;  
 Thence N 09°49'52" E, 124.29 feet;  
 Thence N 01°25'08" W, 5.00 feet;  
 Thence N 23°55'08" W, 19.31 feet;  
 Thence N 01°25'08" W, 82.11 feet;  
 Thence N 43°44'53" E, 20.02 feet;  
 Thence N 01°15'07" W, 95.95 feet;  
 Thence N 00°10'56" W, 295.13 feet;  
 Thence N 44°32'38" E, 39.47 feet to the westerly right-of-way line of South Meridian Road (Hwy. 69) according to said Record of Survey;

Thence along the westerly and northwesterly right-of-way line of South Meridian Road the following three (3) courses:

CITY OF KUNA / WATER MAIN EASEMENTS  
 LEGAL DESCRIPTION



J-U-B ENGINEERS, INC.

F-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

- 1) S 00°04'29" W, 444.97 feet to the beginning of a non-tangent curve;
- 2) Along said non-tangent curve to the right an arc length of 1,200.47 feet, having a radius of 753.51 feet, a central angle of 91°16'56", a chord bearing of S 45°42'39" W and a chord length of 1,077.48 feet;
- 3) S 89°25'45" W, 130.25 feet to the **POINT OF BEGINNING**, containing 0.90 acres, more or less.

**END DESCRIPTION**

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 Robert L. Kazarinoff, PLS, all professional liability associated with this document is hereby declared null and void.

\_\_\_\_\_  
Robert L. Kazarinoff, PLS 16642

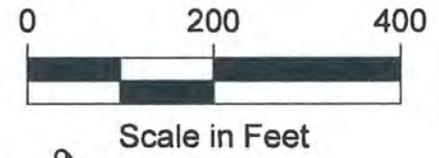
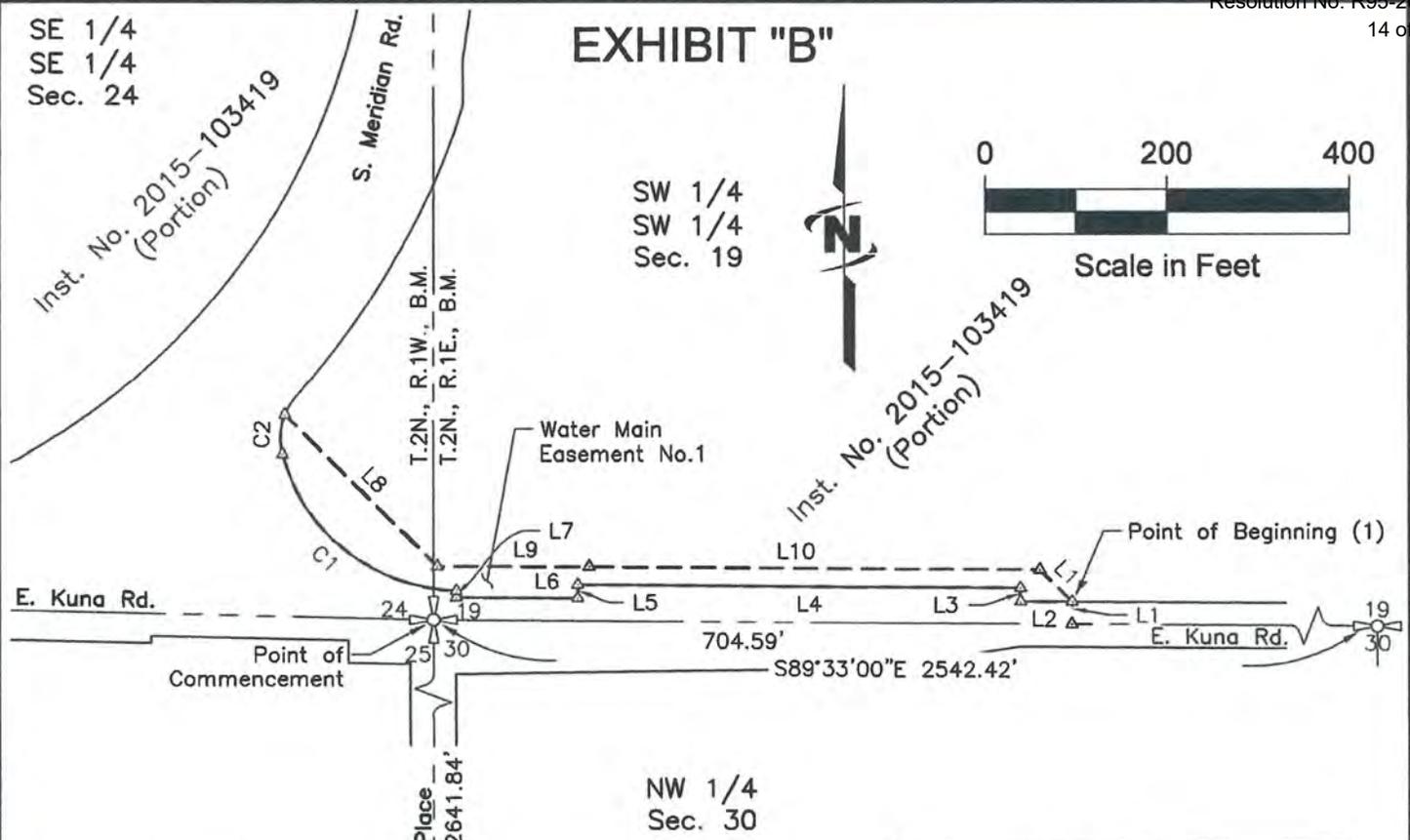
\_\_\_\_\_  
Date



10/02/2019

CITY OF KUNA / WATER MAIN EASEMENTS  
LEGAL DESCRIPTION

EXHIBIT "B"



Line Table		
Line #	Direction	Length
L1	N00°27'00"E	25.00'
L2	N89°33'00"W	56.94'
L3	N00°26'59"E	15.00'
L4	N89°33'00"W	487.91'
L5	S00°04'33"W	15.00'
L6	N89°33'00"W	135.01'
L7	N00°04'08"E	7.53'
L8	S44°49'54"E	235.50'
L9	S89°50'57"E	168.36'
L10	S89°33'05"E	496.96'
L11	S44°31'35"E	50.13'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	259.99'	202.80'	73°27'15"	N51°25'46"W	242.55'
C2	43.85'	67.79'	37°03'42"	N03°49'42"E	43.09'

PROFESSIONAL LAND SURVEYOR  
REGISTERED  
16642  
STATE OF IDAHO  
ROBERT L. KAZARINOFF  
10/2/2019

File Date: 10/20/2019 4:50 PM, Plotted By: Rob Kazarinoff  
 Date Created: 10/20/2019 10:50:57 AM, User: RLK, Job: 19-028, File: C:\CONCRETE\SEWER\CAD\SURVEY\LEGAL DESCRIPTIONS\DWG SITE BETWEEN EASEMENTS IN HOUSE\INCOMPENING\DWG SITE WATER EASEMENTS EXHIBIT.DWG

REUSE OF DRAWINGS  
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, INC AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, INC.

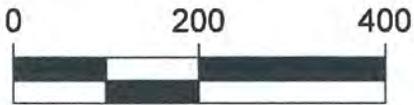
FILE: OFF SITE WATER EASEMENTS EXHIBIT  
JUB PROJ # 19-17-028  
DRAWN BY: RLK  
DESIGN BY: RLK  
CHECKED BY: RLK

**JUB**  
J-U-B ENGINEERS, INC.

CITY OF KUNA  
WATER MAIN EASEMENT No. 1  
SITUATED IN THE SW1/4 SW1/4 OF SEC. 19, T.2N., R.1E., B.M. AND THE SE1/4 SE1/4 OF SEC. 24, T.2N., R.1W., B.M., CITY OF KUNA, ADA COUNTY, IDAHO.

SHEET  
1 OF 3

# EXHIBIT "B"



Scale in Feet

SE 1/4  
SE 1/4  
Sec. 24

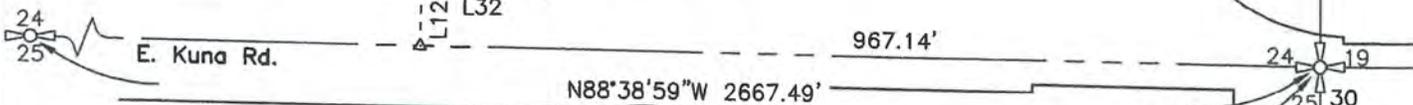
Merlin Pointe Subdivision No. 1

Inst. No. 2015-103419  
(Portion)

Water Main  
Easement No.2

S. Meridian Rd.

T.2N., R.1W., B.M.  
T.2N., R.1E., B.M.



10/2/2019

NE 1/4  
Sec. 25

Plot Date: 10/02/2019 5:26 PM. Plotted By: Rob Kazarinoff. DATE CHANGED: 10/2/2019 10:50:56 AM. USER: JUB. PROJECT: 2015-103419-17. 229 FALCON CREST SEWER BASIN 5 (HOUSE ENGINEERING) OFF-SITE WATER EASEMENTS EXHIBIT DWG.

REUSE OF DRAWINGS THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, INC. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, INC.			F.E. OFF-SITE WATER EASEMENTS EXHIBIT JULY 2013 # 10 17 02H DRAWN BY: RLK DESIGN BY: RLK CHECKED BY: RLK J-U-B ENGINEERS, INC.		
NO.	REVISION DESCRIPTION	BY	DATE	LAST UPDATED: 10/2/2019	

CITY OF KUNA <b>WATER MAIN EASEMENT No. 2</b>		SHEET <b>2 OF 3</b>
SITUATED IN THE SE1/4 OF THE SE1/4 OF SEC. 24 T.2N., R.1W., B.M., CITY OF KUNA, ADA COUNTY, IDAHO.		

# EXHIBIT "B"

Line Table		
Line #	Direction	Length
L12	N01°21'01"E	60.64'
L13	N01°17'30"E	57.80'
L14	S46°55'01"E	54.34'
L15	N88°04'59"E	238.16'
L16	N76°49'59"E	97.43'
L17	N64°05'57"E	201.58'
L18	N52°50'05"E	91.01'
L19	N43°02'04"E	78.78'
L20	N43°44'53"E	58.49'
L21	N33°09'27"E	139.04'
L22	N23°04'04"E	138.81'

Line Table		
Line #	Direction	Length
L23	N09°49'52"E	124.29'
L24	N01°25'08"W	5.00'
L25	N23°55'08"W	19.31'
L26	N01°25'08"W	82.11'
L27	N43°44'53"E	20.02'
L28	N01°15'07"W	95.95'
L29	N00°10'56"W	295.13'
L30	N44°32'38"E	39.47'
L31	S00°04'29"W	444.97'
L32	S89°25'45"W	130.25'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C3	1200.47'	753.51'	91°16'56"	S45°42'39"W	1077.48'



Plot Date: 10/2/2019 5:32 PM Plotted By: Rob Kazarnoff  
 Date Created: 10/2/2019 10:55:57 AM User: JUB\JUB\JUB\PROJECTS\JUB\19-17-0281 FALCON CREST SEWER/STORMWATER/LEGAL DESCRIPTIONS-OFF SITE WATER EASEMENTS IN HOUSE ENGINEERING/OFF SITE WATER EASEMENTS EXHIBIT D.WG

<b>REUSE OF DRAWINGS</b> THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, INC. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, INC.	FILE OFF-SITE WATER EASEMENTS EXHIBIT JUB PROJECT # 19-17-0281 DRAWN BY: RLK DESIGN BY: RLK CHECKED BY: RLK	 <b>J-U-B ENGINEERS, INC.</b>	<b>CITY OF KUNA</b> <b>WATER MAIN EASEMENT No. 2</b>	SHEET <b>3 OF 3</b>
	THE VISION IS THE SOLUTION (BY) (APP) (DATE) LAST UPDATED: 10/2/2019		SITUATED IN THE SE1/4 OF THE SE1/4 OF SEC. 24 T.2N., R.1W., B.M., CITY OF KUNA, ADA COUNTY, IDAHO.	

**RESOLUTION NO. R96-2019  
CITY OF KUNA, IDAHO**

**CITY CAPITAL IMPROVEMENT AND LATECOMER  
REIMBURSEMENT POLICY – 2019**

**1. PURPOSE**

A resolution of the City of Kuna (City) setting forth a reimbursement policy repealing and replacing Resolution No. R~~8413~~-2019 and provides real property owners, Sponsoring Developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developer, a mechanism to seek reimbursement for eligible infrastructure improvements that exceed the Sponsoring Developer's infrastructure improvement requirements. When a Sponsoring Developer, at the direction of the City, constructs an extension of the existing system or constructs oversized infrastructure improvements determined by the City to be larger than needed to serve the Sponsoring Developer's project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the infrastructure improvement.

This resolution also provides a mechanism for Sponsoring Developers to recover costs from other developments that benefit from the installation of infrastructure improvements. The cost recovery mechanism is called a "Latecomer Agreement" and is further explained in Section 6 of this resolution.

**2. DEFINITIONS**

- 2.1. Budgeted Capital Improvement Project (CIP): a public works infrastructure improvement or extension project to be constructed by a real property owner or Sponsoring Developer where the project is scheduled to start construction in the next fiscal year.
- 2.2. Non-Budgeted Capital Improvement Project (CIP): a public works infrastructure improvement or extension project to be constructed by a real property owner or Sponsoring Developer where the project is not scheduled to start construction in the current or following fiscal year.
- 2.3. Nominal Pipe Diameter Needed: the minimum standard pipe diameter with sufficient transmission capacity to carry the Sponsoring Developer's Peak Day Demand. Nominal Diameter must be equal to or greater than 8 inches in diameter.
- 2.4. Peak Day Demand (PDD): Peak Day Demand is the Average Day Demand multiplied by a peaking factor of potable water, sewer and/or pressurized irrigation determined by the City Engineer.
- 2.5. Average Day Demand (ADD): the average use or projected use of the Sponsoring Developer's project.

- 2.6. Latecomer: property owner and/or Sponsoring Developer who later develops property in the vicinity of a project and utilizes the improvements constructed to service the development.
- 2.7. Reasonable Duty: The minimum pipe size required by the development at twenty (20) linear feet of line per gross development acre.
- 2.8. Frontage: That portion of a development contiguous to a road, street, or a connecting project.
- 2.9. Property: Real estate either available for development or in the process of developing.
- 2.10. Connecting Property: Real estate contiguous to another property that has at least one common lot line or boundary line.
- 2.11. Property in the Vicinity: Real estate in the immediate, surrounding area of a development that may not be contiguous to the project.

### 3. REIMBURSEMENT CONDITIONS

A Development may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at the Sponsoring Developer's discretion and not at the direction of the City is not eligible for reimbursement. Each project or development is presumed to benefit from the work of earlier Developments and to have, as a condition for receiving benefit from the existing city infrastructure system, a reasonable duty to add to, enhance, oversize or extend the existing system necessary for the Sponsoring Developer's project. This reasonable duty is not reimbursable. The construction of facilities beyond this reasonable duty at the direction of the City is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

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

- 3.1. Sponsoring Developer's project must be annexed into the City; and
- 3.2. Design the infrastructure improvements in accordance with the City's master plan; and
- 3.3. Receive at least three bids for the construction and select the lowest responsive bid, unless otherwise approved by the City; and
- 3.4. Receive preliminary plat, special use permit or building permit approval or complete a municipal service agreement with the City for the development being served by the infrastructure improvements; and
- 3.5. Construct the infrastructure improvements in accordance with the City approved plans and specifications including all lines, diameters and depths directed by the City; and
- 3.6. Lawfully dedicate the system infrastructure improvements and any necessary easements to the City.

#### **4. AMOUNT OF REIMBURSEMENT**

- 4.1. All water, sewer and pressurized irrigation infrastructure improvements that were either budgeted or non-budgeted capital improvement projects are eligible up to 100% reimbursement as determined by the Public Works Director and/or City Engineer.
- 4.2. Interest: Interest shall accrue on the Sponsoring Developer's remaining Eligible Reimbursement principal amount, at the simple rate of four percent (4%) per annum for a period of up to five (5) years. The agreement shall have the amortization chart attached as an exhibit.

#### **5. FINANCING INFRASTRUCTURE IMPROVEMENTS FOR BUDGETED AND NON-BUDGETED CAPITAL IMPROVEMENT PROJECTS**

The City will generate revenue for financing infrastructure improvement reimbursements for Capital Improvement Projects (CIPs) by collecting connection fees for each equivalent dwelling unit (EDU) at or before issuing a building permit. The City Council shall review the connection fee each year and may make annual adjustments as needed to fund budgeted CIPs.

- 5.1. A Reimbursement Agreement between the City and the Sponsoring Developer is required to receive a reimbursement. The Reimbursement Agreement shall be approved by the City Council and shall provide a mechanism for paying the reimbursement to the Sponsoring Developer. On an individual basis, the Sponsoring Developer and the City may agree to receive up to a maximum of five (5) consecutive annual reimbursement payments. The agreement shall provide a specific condition that payment under this reimbursement policy is limited to availability of funds in the specific Funded Capital Improvement Funds Account. If there are insufficient funds collected, the Sponsoring Developer shall agree to accept less than full payout. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of and acceptance of the project by the City Council.
- 5.2. City sponsored extensions and expansions are presumed to benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the reasonable duty. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.
- 5.3. No Reimbursement Agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
- 5.4. The Reimbursement Agreement will terminate when the sooner of either occurs: The Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement, or the City has tendered the fifth (5<sup>th</sup>) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial five

(5) year term. Eligible Infrastructure Improvements completed on or before August 31st will first become eligible for reimbursement funds on or after September 1st the following year.

## 6. LATECOMER REIMBURSEMENT

Latecomer agreements allow a property owner who has installed infrastructure improvements to recover a portion of the costs of those improvements from other property owners who later develop property in the vicinity and use the improvements.

Latecomer agreement charges are a property owner's equitable share of the cost of the entire utility system. Latecomer assessments apply to infrastructure improvements that serve the property being developed and are triggered when a property owner submits an application for a development that will rely on the infrastructure improvements installed by a previous development.

- 6.1. If the development connects directly to an infrastructure improvement covered by this policy, that development shall be responsible for its proportional share of the cost of the infrastructure improvement.
- 6.2. At the conclusion of any project covered under this policy, the Sponsoring Developer shall provide documentation to the City of the total project cost and properties covered under this policy, and the City shall keep record of each project for Latecomer Reimbursement calculations.
- 6.3. If the infrastructure improvements lie fully within a connecting property, the connecting project shall be responsible for one hundred percent (100%) of the cost, minus the difference between the cost of the nominal pipe diameter needed by the development and the actual pipe diameter installed.
- 6.4. Each development connecting to the mainline shall pay the proportional share of the mainline cost. Proportional share shall be based on the number of EDUs assigned to the project, used divided by the total mainline EDU capacity and then multiplied multiplied by the length of the pipe. by the total cost of the project to determine the Latecomer cost owed.
- 6.5. A Latecomer Reimbursement Agreement shall be approved prior to construction and paid in full before recording final plat.
- 6.6. Latecomer Reimbursements shall only apply to the reimbursement of the infrastructure improvements benefiting Property and the payment shall be added to the respective account: Water Main Line Fee (WMLF), Sewer Interceptor Fee (SIF) and/or Pressurized Irrigation Main Line Fee (PIMLF) account. The Latecomer Reimbursement shall be distributed at the same time as the reimbursements described in this policy. In the event an eligible project has been fully reimbursed at the time of receiving a Latecomer Reimbursement, the Latecomer Reimbursement shall be distributed to the City's Capital Improvement Project (CIP) account.

Adopted by the City of Kuna this 17<sup>th</sup> day of December, 2019.

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

ATTEST:

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

**RESOLUTION NO. R96-2019  
CITY OF KUNA, IDAHO**

**CITY CAPITAL IMPROVEMENT AND LATECOMER  
REIMBURSEMENT POLICY – 2019**

**1. PURPOSE**

A resolution of the City of Kuna (City) setting forth a reimbursement policy repealing and replacing Resolution No. R84-2019 and provides real property owners, Sponsoring Developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developer, a mechanism to seek reimbursement for eligible infrastructure improvements that exceed the Sponsoring Developer's infrastructure improvement requirements. When a Sponsoring Developer, at the direction of the City, constructs an extension of the existing system or constructs oversized infrastructure improvements determined by the City to be larger than needed to serve the Sponsoring Developer's project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the infrastructure improvement.

This resolution also provides a mechanism for Sponsoring Developers to recover costs from other developments that benefit from the installation of infrastructure improvements. The cost recovery mechanism is called a "Latecomer Agreement" and is further explained in Section 6 of this resolution.

**2. DEFINITIONS**

- 2.1. Budgeted Capital Improvement Project (CIP): a public works infrastructure improvement or extension project to be constructed by a real property owner or Sponsoring Developer where the project is scheduled to start construction in the next fiscal year.
- 2.2. Non-Budgeted Capital Improvement Project (CIP): a public works infrastructure improvement or extension project to be constructed by a real property owner or Sponsoring Developer where the project is not scheduled to start construction in the current or following fiscal year.
- 2.3. Nominal Pipe Diameter Needed: the minimum standard pipe diameter with sufficient transmission capacity to carry the Sponsoring Developer's Peak Day Demand. Nominal Diameter must be equal to or greater than 8 inches in diameter.
- 2.4. Peak Day Demand (PDD): Peak Day Demand is the Average Day Demand multiplied by a peaking factor of potable water, sewer and/or pressurized irrigation determined by the City Engineer.
- 2.5. Average Day Demand (ADD): the average use or projected use of the Sponsoring Developer's project.

- 2.6. Latecomer: property owner and/or Sponsoring Developer who later develops property in the vicinity of a project and utilizes the improvements constructed to service the development.
- 2.7. Reasonable Duty: The minimum pipe size required by the development at twenty (20) linear feet of line per gross development acre.
- 2.8. Frontage: That portion of a development contiguous to a road, street, or a connecting project.
- 2.9. Property: Real estate either available for development or in the process of developing.
- 2.10. Connecting Property: Real estate contiguous to another property that has at least one common lot line or boundary line.
- 2.11. Property in the Vicinity: Real estate in the immediate, surrounding area of a development that may not be contiguous to the project.

### 3. REIMBURSEMENT CONDITIONS

A Development may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at the Sponsoring Developer's discretion and not at the direction of the City is not eligible for reimbursement. Each project or development is presumed to benefit from the work of earlier Developments and to have, as a condition for receiving benefit from the existing city infrastructure system, a reasonable duty to add to, enhance, oversize or extend the existing system necessary for the Sponsoring Developer's project. This reasonable duty is not reimbursable. The construction of facilities beyond this reasonable duty at the direction of the City is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

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

- 3.1. Sponsoring Developer's project must be annexed into the City; and
- 3.2. Design the infrastructure improvements in accordance with the City's master plan; and
- 3.3. Receive at least three bids for the construction and select the lowest responsive bid, unless otherwise approved by the City; and
- 3.4. Receive preliminary plat, special use permit or building permit approval or complete a municipal service agreement with the City for the development being served by the infrastructure improvements; and
- 3.5. Construct the infrastructure improvements in accordance with the City approved plans and specifications including all lines, diameters and depths directed by the City; and
- 3.6. Lawfully dedicate the system infrastructure improvements and any necessary easements to the City.

#### **4. AMOUNT OF REIMBURSEMENT**

- 4.1. All water, sewer and pressurized irrigation infrastructure improvements that were either budgeted or non-budgeted capital improvement projects are eligible up to 100% reimbursement as determined by the Public Works Director and/or City Engineer.
- 4.2. Interest: Interest shall accrue on the Sponsoring Developer's remaining Eligible Reimbursement principal amount, at the simple rate of four percent (4%) per annum for a period of up to five (5) years. The agreement shall have the amortization chart attached as an exhibit.

#### **5. FINANCING INFRASTRUCTURE IMPROVEMENTS FOR BUDGETED AND NON-BUDGETED CAPITAL IMPROVEMENT PROJECTS**

The City will generate revenue for financing infrastructure improvement reimbursements for Capital Improvement Projects (CIPs) by collecting connection fees for each equivalent dwelling unit (EDU) at or before issuing a building permit. The City Council shall review the connection fee each year and may make annual adjustments as needed to fund budgeted CIPs.

- 5.1. A Reimbursement Agreement between the City and the Sponsoring Developer is required to receive a reimbursement. The Reimbursement Agreement shall be approved by the City Council and shall provide a mechanism for paying the reimbursement to the Sponsoring Developer. On an individual basis, the Sponsoring Developer and the City may agree to receive up to a maximum of five (5) consecutive annual reimbursement payments. The agreement shall provide a specific condition that payment under this reimbursement policy is limited to availability of funds in the specific Funded Capital Improvement Funds Account. If there are insufficient funds collected, the Sponsoring Developer shall agree to accept less than full payout. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of and acceptance of the project by the City Council.
- 5.2. City sponsored extensions and expansions are presumed to benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the reasonable duty. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.
- 5.3. No Reimbursement Agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
- 5.4. The Reimbursement Agreement will terminate when the sooner of either occurs: The Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement, or the City has tendered the fifth (5<sup>th</sup>) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial five

(5) year term. Eligible Infrastructure Improvements completed on or before August 31st will first become eligible for reimbursement funds on or after September 1st the following year.

## 6. LATECOMER REIMBURSEMENT

Latecomer agreements allow a property owner who has installed infrastructure improvements to recover a portion of the costs of those improvements from other property owners who later develop property in the vicinity and use the improvements.

Latecomer agreement charges are a property owner's equitable share of the cost of the entire utility system. Latecomer assessments apply to infrastructure improvements that serve the property being developed and are triggered when a property owner submits an application for a development that will rely on the infrastructure improvements installed by a previous development.

- 6.1. If the development connects directly to an infrastructure improvement covered by this policy, that development shall be responsible for its proportional share of the cost of the infrastructure improvement.
- 6.2. At the conclusion of any project covered under this policy, the Sponsoring Developer shall provide documentation to the City of the total project cost and properties covered under this policy, and the City shall keep record of each project for Latecomer Reimbursement calculations.
- 6.3. If the infrastructure improvements lie fully within a connecting property, the connecting project shall be responsible for one hundred percent (100%) of the cost, minus the difference between the cost of the nominal pipe diameter needed by the development and the actual pipe diameter installed.
- 6.4. Each development connecting to the mainline shall pay the proportional share of the mainline cost. Proportional share shall be based on the number of EDUs assigned to the project, divided by the total mainline EDU capacity, and then multiplied by the total cost of the project to determine the Latecomer cost owed.
- 6.5. A Latecomer Reimbursement Agreement shall be approved prior to construction and paid in full before recording final plat.
- 6.6. Latecomer Reimbursements shall only apply to the reimbursement of the infrastructure improvements benefiting Property and the payment shall be added to the respective account: Water Main Line Fee (WMLF), Sewer Interceptor Fee (SIF) and/or Pressurized Irrigation Main Line Fee (PIMLF) account. The Latecomer Reimbursement shall be distributed at the same time as the reimbursements described in this policy. In the event an eligible project has been fully reimbursed at the time of receiving a Latecomer Reimbursement, the Latecomer Reimbursement shall be distributed to the City's Capital Improvement Project (CIP) account.

Adopted by the City of Kuna this 17<sup>th</sup> day of December, 2019.

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

ATTEST:

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



## City of Kuna

### City Council Memo

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

To: **Kuna City Council**

Case Number: 19-16-FP (Final Plat) -  
Malaspina Ranch Sub No. 1

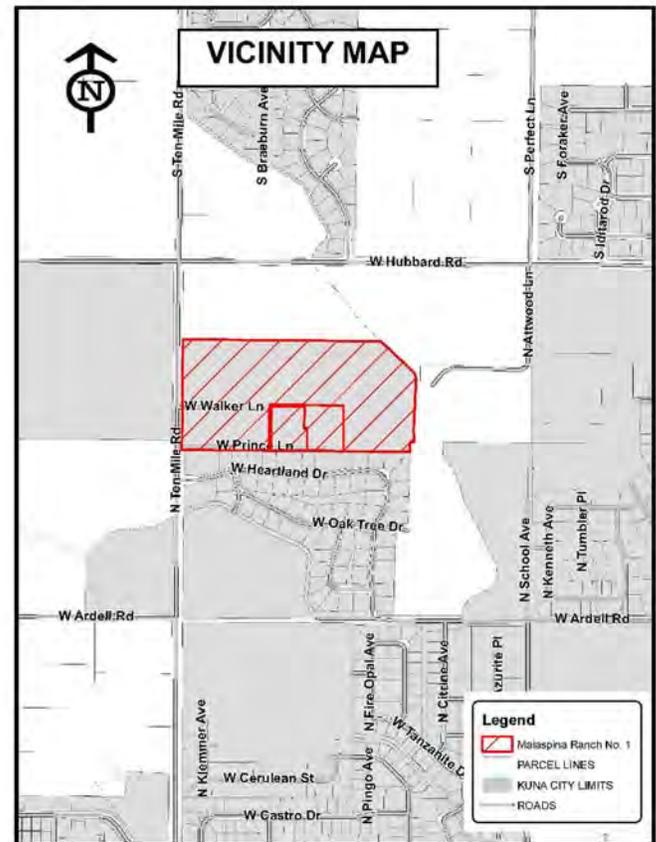
Location: East of Ten Mile Road & South  
of W. Hubbard Road, Kuna,  
Idaho 83634

Planner: Troy Behunin, Planner III

Meeting Date: December 17, 2019

Owner: Endurance Holdings, LLC  
1977 E. Overland Road  
Meridian, ID 83642

Representative: ACME, LLC  
P.O. Box 6985  
Boise, ID 83707  
208.631.5613  
[Acmedevel@gmail.com](mailto:Acmedevel@gmail.com)



#### A. General Project Facts:

1. The applicant is requesting Final Plat approval for Malaspina Ranch Subdivision No. 1 which has fifty-eight (58) residential building lots and nine (9) common lots on a total of approximately 20.64 acres (Ada County Assessor Parcel No's R3785270042, S1314223413 and S1314223414).
2. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for the Malaspina Ranch Subdivision No. 1. The proposed final plat is in substantial conformance with the approved preliminary plat.
3. This project has met the requirements for Commencement of Construction, as defined by KCC 5-1-6, and followed the requirements listed in KCC 6-2-3-J.9 in order to proceed to final plat. The Planning and Zoning Director issued a letter of reinstatement on September 23, 2019.

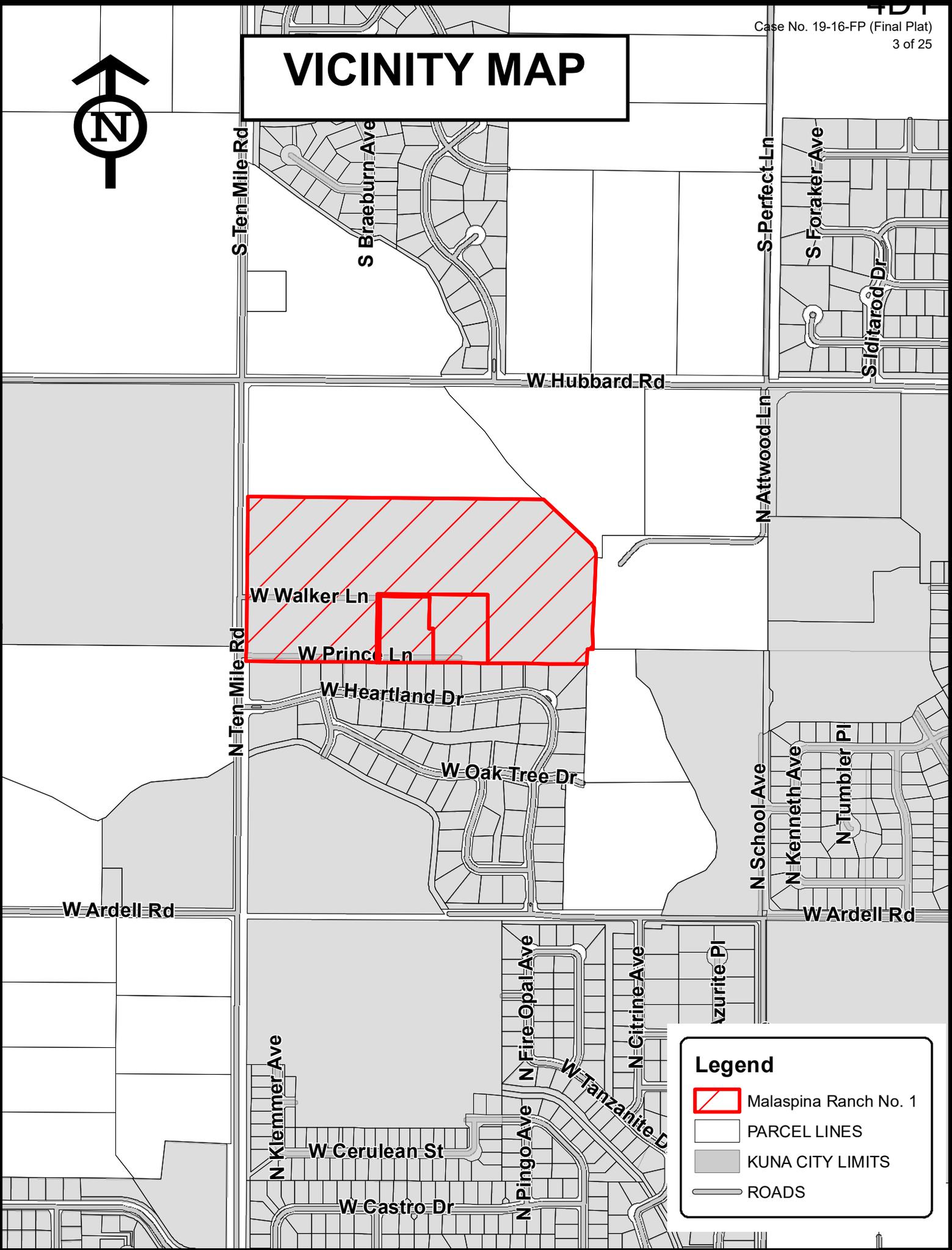
#### B. Applicable Standards:

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

**C. Staff Analysis:**

1. Staff has determined that the proposed final plat for the Malaspina Ranch Subdivision No. 1 is in substantial conformance with the approved preliminary plat.
2. Applicant shall correct any technical items and make any requested changes on the final plat as recommended by Kuna Public Works and P & Z Department staff.
3. Applicant shall follow all staff recommendations in this report, or the public works department memo.
4. Water Rights shall be annexed in to the KMID prior to recordation of the plat.
5. Applicant shall secure all signatures on the final plat check-off list prior to requesting Kuna City Engineer's signature on the final plat Mylar.

# VICINITY MAP



**Legend**

-  Malaspina Ranch No. 1
-  PARCEL LINES
-  KUNA CITY LIMITS
-  ROADS



**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)	
Project name	
Date Received	
Date Accepted/Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

### Contact/Applicant Information

Owners of <u>Endurance Holdings, LLC/Frank J. Fazzio Jr.</u>	Phone Number: <u>208-631-5613</u>
Record: Address: _____	E-Mail: <u>acmedevel@gmail.com</u>
City, State, Zip: <u>1977 E. Overland Road Meridian, ID 83642</u>	Fax #: _____
Applicant (Developer): <u>ACME LLC</u>	Phone Number: <u>208-631-5613</u>
Address: _____	E-Mail: <u>acmedevel@gmail.com</u>
City, State, Zip: <u>P. O. Box 6985 Boise, ID 83707</u>	Fax #: _____
Engineer/Representative: <u>Josh Beach</u>	Phone Number: <u>208-631-5613</u>
Address: _____	E-Mail: <u>acmedevel@gmail.com</u>
City, State, Zip: <u>P. O. Box 6985 Boise, ID 83707</u>	Fax #: _____

### Subject Property Information

Site Address: <u>2802 N. Ten Mile Road Kuna, ID 83634</u>
Site Location (Cross Streets): <u>N. Ten Mile Road and W. Hubbard Road</u>
Parcel Number (s): <u>R3785270042, S1314223413, S1314223414</u>
Section, Township, Range: <u>Section 14, Township 2 North, Range 1 West</u>
Property size : <u>20.64 acres</u>
Current land use: <u>Single-Family Residential/Agricultural</u> Proposed land use: <u>Single-Family Residential</u>
Current zoning district: <u>R-4</u> Proposed zoning district: <u>R-4</u>

**Project Description**

Project / subdivision name: Malaspina Ranch #1

General description of proposed project / request: A final plat application consisting of 58 residential and 9 common lots On 20.64 acres of land in an existing R-4 zone. One home is existing and will remain and become part of the proposed subdivision.

Type of use proposed (check all that apply):

Residential Single-Family Residential

Commercial \_\_\_\_\_

Office \_\_\_\_\_

Industrial \_\_\_\_\_

Other \_\_\_\_\_

Amenities provided with this development (if applicable): We are providing 1.922 acres of open space for the development, or approximately 9.3% open space for this phase.

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No

Please describe the existing buildings: There is one home that will remain and become a lot and block in the proposed subdivision.

Any existing buildings to remain?  Yes  No

Number of residential units: 58 Number of building lots: 58

Number of common and/or other lots: 9

Type of dwellings proposed:

Single-Family 58 Single-Family Residential lots are proposed

Townhouses \_\_\_\_\_

Duplexes \_\_\_\_\_

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

Other \_\_\_\_\_

Minimum Square footage of structure (s): >1,000 square feet

Gross density (DU/acre-total property): 2.81 Net density (DU/acre-excluding roads): \_\_\_\_\_

Percentage of open space provided: 9.3% Acreage of open space: 1.922 acres

Type of open space provided (i.e. landscaping, public, common, etc.): Common open space, pathways and landscape buffers

**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: Josh Boy Date: 9-10-19



October 8, 2019

Mr. Wendy Howell, Planning and Zoning Director  
City of Kuna  
751 W 4th Street,  
Kuna, ID 83634

**RE: Malaspina Ranch #1  
Final Plat Application**

Dear Ms. Howell:

Attached for your review and favorable consideration is the Final Plat application for the Malaspina Ranch #1 Residential Community located in Kuna near the SEC of W. Hubbard and N. Ten Mile roads. The Malaspina Ranch Subdivision No. 1 is a 58-lot residential development.

**Statement of Conformance**

This final plat is in conformance with: (1) The uses and layout as shown on the approved preliminary plat; (2) The use requirements and provisions of the Kuna City Code; and (3) Acceptable engineering and surveying practices and local standards.

**Approved Applications**

- 07-09-ZC (Rezone)
- 07-13-S (Preliminary Plat)
- 07-11-DA (Development Agreement)

ACME LLC respectfully requests approval of this final plat. This project will provide quality and desirable housing opportunities for Kuna residents. Thank you for your assistance with this matter, should you have any questions or require additional information please contact me at 208.336.5355

Sincerely,

A handwritten signature in black ink, appearing to read 'Josh Beach', written over a light blue horizontal line.

Josh Beach





**Property Information:**

Parcel	Address	Zoning
R3785270042	W. Walker Lane	A
S1314223413	W. Prince Lane	A
S1314223414	2802 N. Ten Mile Road	A

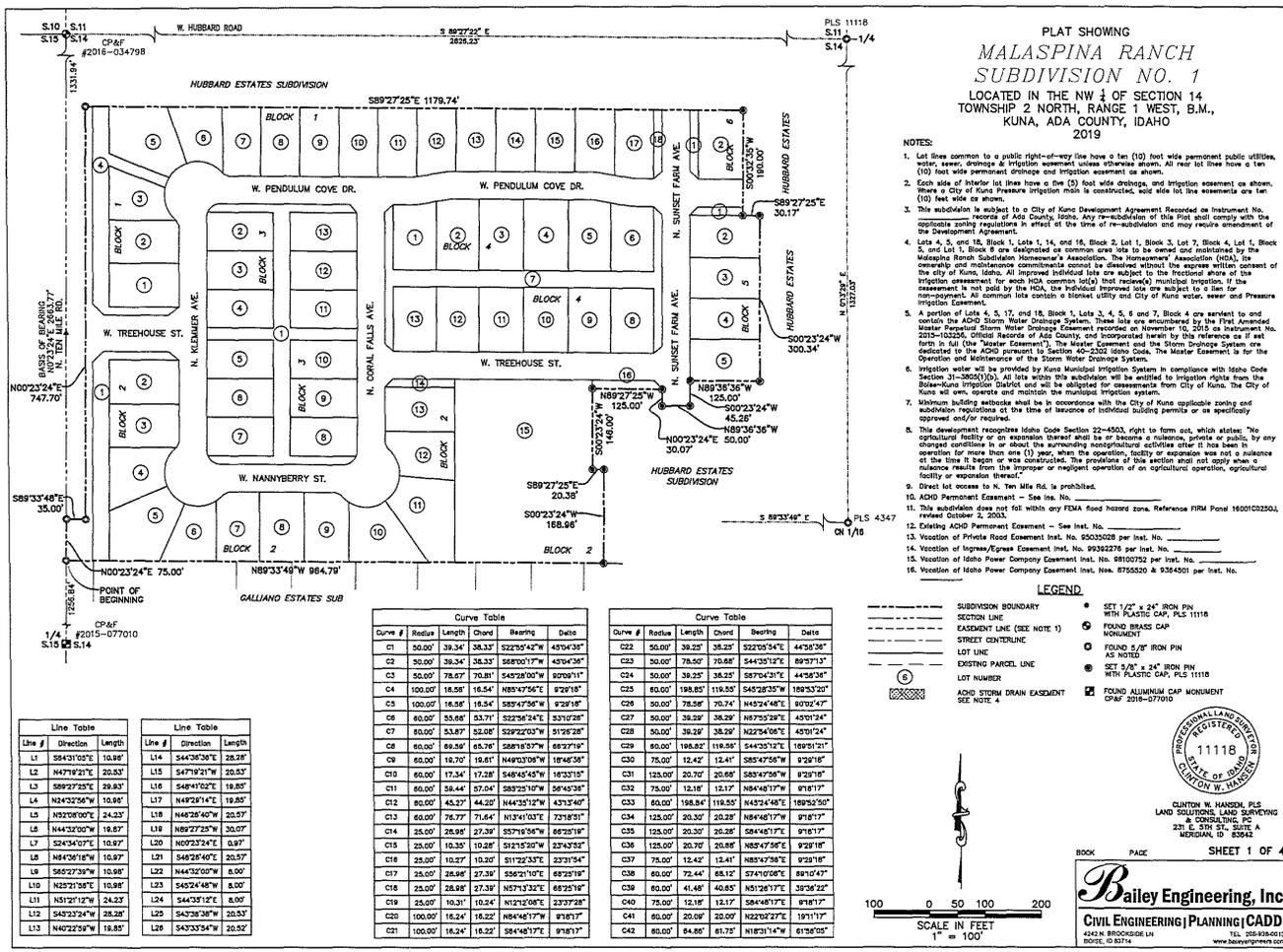
**Location Map**



**CONCLUSION**

Conger Group respectfully requests approval of this final plat application. The first phase of Malaspina Ranch will provide quality, desirable homes while maintaining compatibility with Kuna City Codes as well as the surrounding properties. Thank you

# ORIGINAL FINAL PLAT



**Bailey Engineering, Inc.**  
 CIVIL ENGINEERING | PLANNING | CADD  
 4242 N. BROOKSIDE LN. BOISE, ID 83714  
 TEL: 208-938-8013  
 WWW.BAILEYENGINEERING.COM



CHECKED BY: SAUNDRA A. WALKER P.E.  
 DRAWN BY: [Signature]

REVISIONS

NO.	DATE	DESCRIPTION
1	08-29-2019	ADDED CITY OF KUNA
2	09-29-2019	ADDED CITY OF KUNA

**FINAL PLAT**  
 MALASPINA RANCH SUBDIVISION NO. 1  
 CHALLENGER DEVELOPMENT

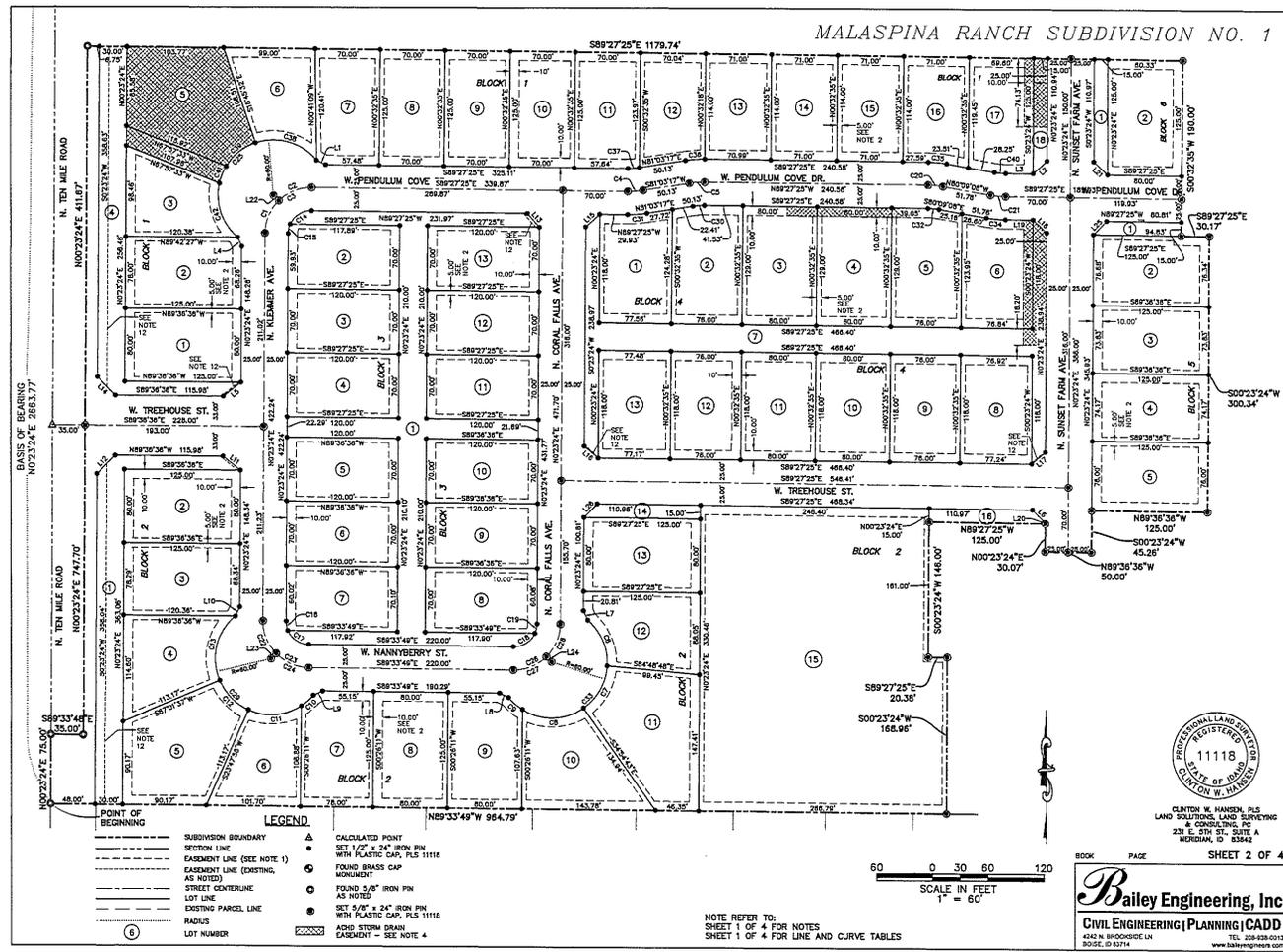
DATE: 04-11-2019  
 PROJECT: 19-16-FP  
 SHEET: 2.1

TOTAL # LOTS: 67

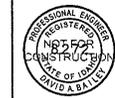
THE PLAT HAS BEEN ADDED TO THE DRAWINGS FOR REFERENCE PURPOSES ONLY. FOR EXACT INFORMATION REFER TO THE RECORDED PLAT OF MALASPINA RANCH SUBDIVISION NO. 1

BOOK PAGE SHEET 1 OF 4  
**Bailey Engineering, Inc.**  
 CIVIL ENGINEERING | PLANNING | CADD  
 4242 N. BROOKSIDE LN. BOISE, ID 83714  
 TEL: 208-938-8013  
 WWW.BAILEYENGINEERING.COM

# ORIGIANL FINAL PLAT



**Bailey Engineering, Inc.**  
CIVIL ENGINEERING | PLANNING | CADD  
BOISE, ID 83714  
www.baileyengineers.com



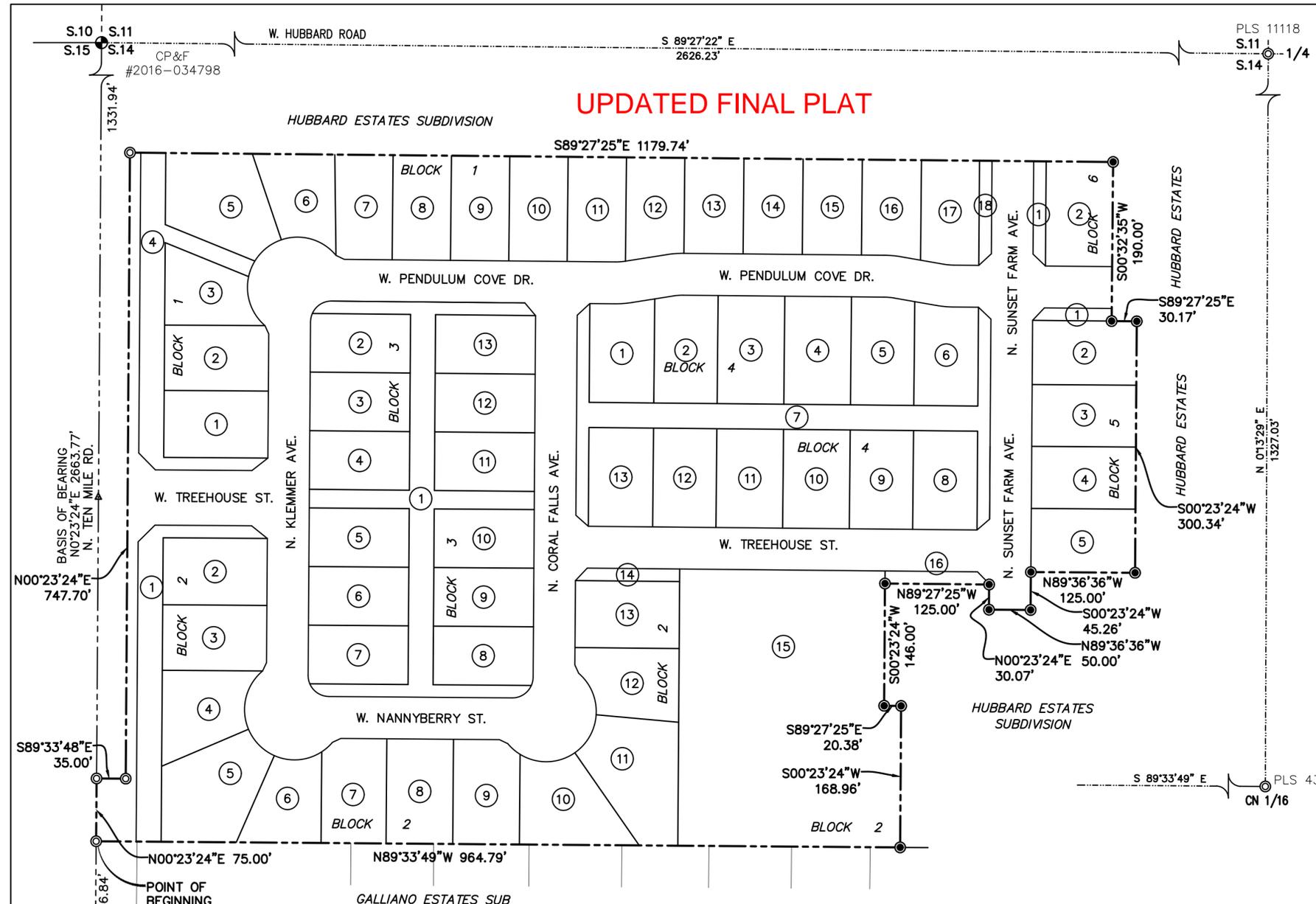
CHECKED BY: DAVID A. BAILEY, P.E.  
DRAWN BY: [Name]  
DATE: [Date]

REVISION	DATE	BY

**FINAL PLAT**  
MALASPINA RANCH SUBDIVISION NO. 1  
CHALLENGER DEVELOPMENT

DATE: 04-11-2019  
PROJECT: 19-16-FP  
SHEET: 2.2

THE PLAT HAS BEEN ADDED TO THE DRAWINGS FOR REFERENCE PURPOSES ONLY. FOR EXACT INFORMATION REFER TO THE RECORDED PLAT OF MALASPINA RANCH SUBDIVISION NO. 1



**UPDATED FINAL PLAT**

PLAT SHOWING  
**MALASPINA RANCH**  
**SUBDIVISION NO. 1**  
LOCATED IN THE NW 1/4 OF SECTION 14  
TOWNSHIP 2 NORTH, RANGE 1 WEST, B.M.,  
KUNA, ADA COUNTY, IDAHO  
2019

**NOTES:**

- Lot lines common to a public right-of-way line have a ten (10) foot wide permanent public utilities, water, sewer, drainage & irrigation easement unless otherwise shown. All rear lot lines have a ten (10) foot wide permanent drainage and irrigation easement as shown.
- Each side of interior lot lines have a five (5) foot wide drainage, and irrigation easement as shown. Where a City of Kuna Pressure Irrigation main is constructed, said side lot line easements are ten (10) feet wide as shown.
- This subdivision is subject to a City of Kuna Development Agreement Recorded as Instrument No. \_\_\_\_\_ records of Ada County, Idaho. Any re-subdivision of this Plat shall comply with the applicable zoning regulations in effect at the time of re-subdivision and may require amendment of the Development Agreement.
- Lots 4, 5, and 18, Block 1, Lots 1, 14, and 16, Block 2, Lot 1, Block 3, Lot 7, Block 4, Lot 1, Block 5, and Lot 1, Block 6 are designated as common area lots to be owned and maintained by the Malaspina Ranch Subdivision Homeowner's Association. The Homeowners' Association (HOA), its ownership and maintenance commitments cannot be dissolved without the express written consent of the city of Kuna, Idaho. All improved individual lots are subject to the fractional share of the irrigation assessment for each HOA common lot(s) that receive(s) municipal irrigation. If the assessment is not paid by the HOA, the individual improved lots are subject to a lien for non-payment. All common lots contain a blanket utility and City of Kuna water, sewer and Pressure Irrigation Easement.
- A portion of Lots 4, 5, 17, and 18, Block 1, Lots 3, 4, 5, 6 and 7, Block 4 are servient to and contain the ACHD Storm Water Drainage System. These lots are encumbered by the First Amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015 as Instrument No. 2015-103256, Official Records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the Storm Drainage System are dedicated to the ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the Operation and Maintenance of the Storm Water Drainage System.
- Irrigation water will be provided by Kuna Municipal Irrigation System in compliance with Idaho Code Section 31-3805(1)(b). All lots within this subdivision will be entitled to irrigation rights from the Boise-Kuna Irrigation District and will be obligated for assessments from City of Kuna. The City of Kuna will own, operate and maintain the municipal irrigation system.
- Minimum building setbacks shall be in accordance with the City of Kuna applicable zoning and subdivision regulations at the time of issuance of individual building permits or as specifically approved and/or required.
- This development recognizes Idaho Code Section 22-4503, right to farm act, which states: "No agricultural facility or an 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."
- Direct lot access to N. Ten Mile Rd. is prohibited.
- ACHD Permanent Easement - See Ins. No. \_\_\_\_\_
- This subdivision does not fall within any FEMA flood hazard zone. Reference FIRM Panel 16001C0250J, revised October 2, 2003.
- Existing ACHD Permanent Easement - See Inst. No. \_\_\_\_\_
- Vacation of Private Road Easement Inst. No. 95035028 per Inst. No. \_\_\_\_\_
- Vacation of Ingress/Egress Easement Inst. No. 99392276 per Inst. No. \_\_\_\_\_
- Vacation of Idaho Power Company Easement Inst. No. 96100752 per Inst. No. \_\_\_\_\_
- Vacation of Idaho Power Company Easement Inst. Nos. 8755520 & 9364501 per Inst. No. \_\_\_\_\_

**LEGEND**

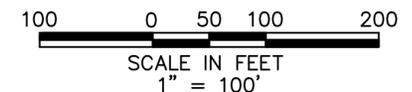
- SUBDIVISION BOUNDARY
- - - SECTION LINE
- - - EASEMENT LINE (SEE NOTE 1)
- STREET CENTERLINE
- LOT LINE
- EXISTING PARCEL LINE
- ⑥ LOT NUMBER
- ACHD STORM DRAIN EASEMENT SEE NOTE 4
- SET 1/2" x 24" IRON PIN WITH PLASTIC CAP, PLS 11118
- ⊕ FOUND BRASS CAP MONUMENT
- ⊙ FOUND 5/8" IRON PIN AS NOTED
- ⊙ SET 5/8" x 24" IRON PIN WITH PLASTIC CAP, PLS 11118
- ⊕ FOUND ALUMINUM CAP MONUMENT CP&F 2016-077010

Line #	Direction	Length
L1	S64°31'05"E	10.96'
L2	N47°19'21"E	20.53'
L3	S89°27'25"E	29.93'
L4	N24°32'56"W	10.96'
L5	N52°08'00"E	24.23'
L6	N44°32'00"W	19.87'
L7	S24°34'07"E	10.97'
L8	N64°36'18"W	10.97'
L9	S65°27'39"W	10.98'
L10	N25°21'56"E	10.98'
L11	N51°21'12"W	24.23'
L12	S45°23'24"W	28.28'
L13	N40°22'59"W	19.85'

Line #	Direction	Length
L14	S44°36'36"E	28.28'
L15	S47°19'21"W	20.53'
L16	S48°41'02"E	19.85'
L17	N49°29'14"E	19.85'
L18	N46°26'40"W	20.57'
L19	N89°27'25"W	30.07'
L20	N00°23'24"E	0.97'
L21	S46°26'40"E	20.57'
L22	N44°32'00"W	8.00'
L23	S45°24'48"W	8.00'
L24	S44°35'12"E	8.00'
L25	S43°36'38"W	20.53'
L26	S43°33'54"W	20.52'

Curve #	Radius	Length	Chord	Bearing	Delta
C1	50.00'	39.34'	38.33'	S22°55'42"W	45°04'36"
C2	50.00'	39.34'	38.33'	S68°00'17"W	45°04'36"
C3	50.00'	78.67'	70.81'	S45°28'00"W	90°09'11"
C4	100.00'	16.56'	16.54'	N85°47'56"E	9°29'18"
C5	100.00'	16.56'	16.54'	S85°47'56"W	9°29'18"
C6	60.00'	55.68'	53.71'	S22°56'24"E	53°10'26"
C7	60.00'	53.87'	52.08'	S29°22'03"W	51°26'28"
C8	60.00'	69.59'	65.76'	S88°18'57"W	66°27'19"
C9	60.00'	19.70'	19.61'	N49°03'06"W	18°48'36"
C10	60.00'	17.34'	17.28'	S48°45'45"W	16°33'15"
C11	60.00'	59.44'	57.04'	S85°25'10"W	56°45'36"
C12	60.00'	45.27'	44.20'	N44°35'12"W	43°13'40"
C13	60.00'	76.77'	71.64'	N13°41'03"E	73°18'51"
C14	25.00'	28.98'	27.39'	S57°19'56"W	66°25'19"
C15	25.00'	10.35'	10.28'	S12°15'20"W	23°43'52"
C16	25.00'	10.27'	10.20'	S11°22'33"E	23°31'54"
C17	25.00'	28.98'	27.39'	S56°21'10"E	66°25'19"
C18	25.00'	28.98'	27.39'	N57°13'32"E	66°25'19"
C19	25.00'	10.31'	10.24'	N12°12'08"E	23°37'28"
C20	100.00'	16.24'	16.22'	N84°48'17"W	9°18'17"
C21	100.00'	16.24'	16.22'	S84°48'17"E	9°18'17"

Curve #	Radius	Length	Chord	Bearing	Delta
C22	50.00'	39.25'	38.25'	S22°05'54"E	44°58'36"
C23	50.00'	78.50'	70.68'	S44°35'12"E	89°57'13"
C24	50.00'	39.25'	38.25'	S67°04'31"E	44°58'36"
C25	60.00'	198.85'	119.55'	S45°28'35"W	189°53'20"
C26	50.00'	78.58'	70.74'	N45°24'48"E	90°02'47"
C27	50.00'	39.29'	38.29'	N67°55'29"E	45°01'24"
C28	50.00'	39.29'	38.29'	N22°54'06"E	45°01'24"
C29	60.00'	198.82'	119.56'	S44°35'12"E	189°51'21"
C30	75.00'	12.42'	12.41'	S85°47'56"W	9°29'18"
C31	125.00'	20.70'	20.68'	S85°47'56"W	9°29'18"
C32	75.00'	12.18'	12.17'	N84°48'17"W	9°18'17"
C33	60.00'	198.84'	119.55'	N45°24'48"E	189°52'50"
C34	125.00'	20.30'	20.28'	N84°48'17"W	9°18'17"
C35	125.00'	20.30'	20.28'	S84°48'17"E	9°18'17"
C36	125.00'	20.70'	20.68'	N85°47'56"E	9°29'18"
C37	75.00'	12.42'	12.41'	N85°47'56"E	9°29'18"
C38	60.00'	72.44'	68.12'	S74°10'08"E	69°10'47"
C39	60.00'	41.48'	40.65'	N51°26'17"E	39°36'22"
C40	75.00'	12.18'	12.17'	S84°48'17"E	9°18'17"
C41	60.00'	20.09'	20.00'	N22°02'27"E	19°11'17"
C42	60.00'	64.86'	61.75'	N18°31'14"W	61°56'05"

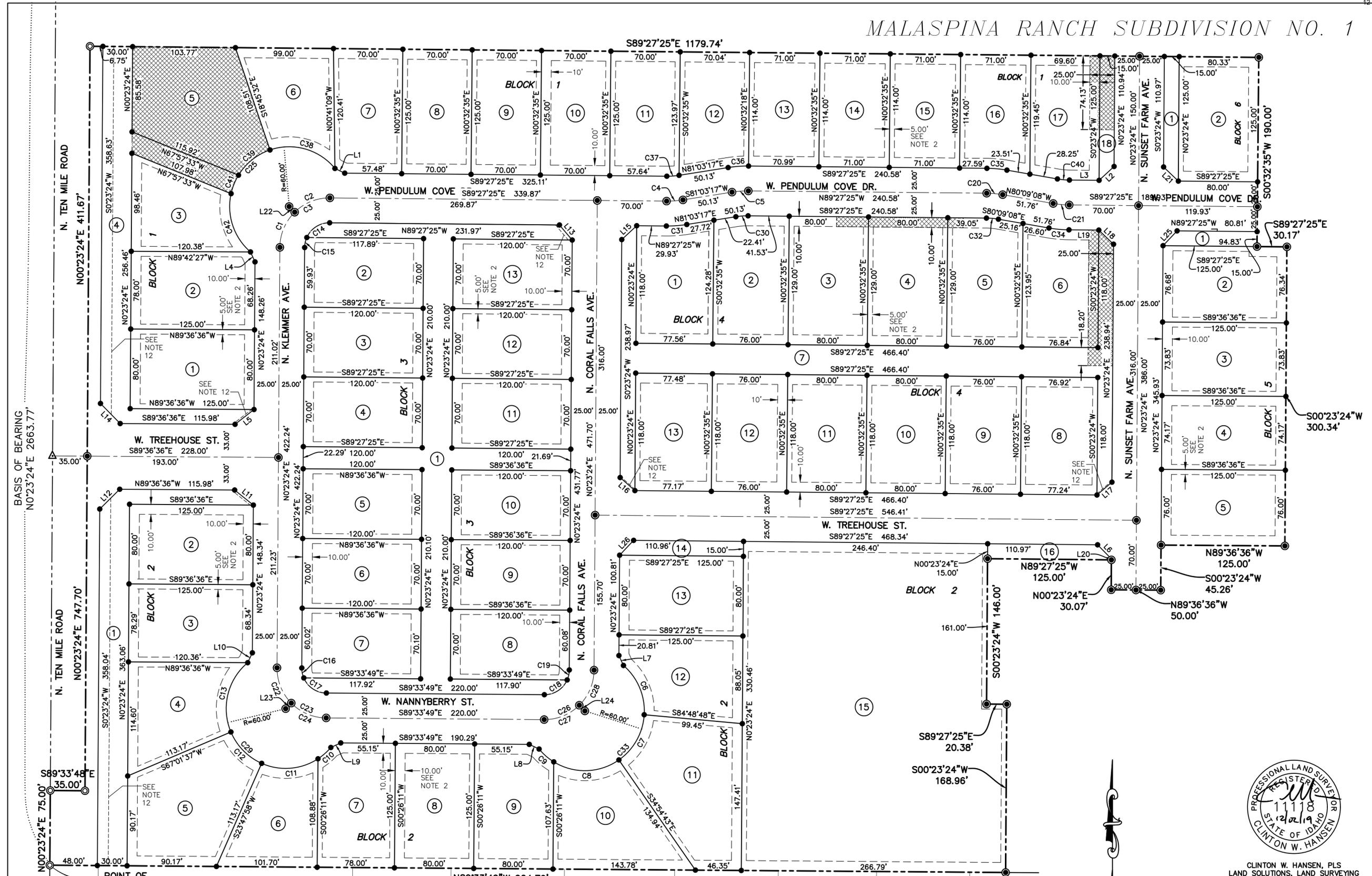


CLINTON W. HANSEN, PLS  
LAND SOLUTIONS, LAND SURVEYING  
& CONSULTING, PC  
231 E. 5TH ST., SUITE A  
MERIDIAN, ID 83642

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ **SHEET 1 OF 4**

**Bailey Engineering, Inc.**  
CIVIL ENGINEERING | PLANNING | CADD  
4242 N. BROOKSIDE LN BOISE, ID 83714 TEL 208-938-0013 www.baileyengineers.com

MALASPINA RANCH SUBDIVISION NO. 1



**LEGEND**

	SUBDIVISION BOUNDARY		CALCULATED POINT
	SECTION LINE		SET 1/2" x 24" IRON PIN WITH PLASTIC CAP, PLS 11118
	EASEMENT LINE (SEE NOTE 1)		FOUND BRASS CAP MONUMENT
	EASEMENT LINE (EXISTING, AS NOTED)		FOUND 5/8" IRON PIN AS NOTED
	STREET CENTERLINE		SET 5/8" x 24" IRON PIN WITH PLASTIC CAP, PLS 11118
	LOT LINE		ACHD STORM DRAIN EASEMENT - SEE NOTE 4
	EXISTING PARCEL LINE		
	RADIUS		
	LOT NUMBER		

POINT OF BEGINNING

**LEGEND**

60 0 30 60 120  
SCALE IN FEET  
1" = 60'

NOTE REFER TO:  
SHEET 1 OF 4 FOR NOTES  
SHEET 1 OF 4 FOR LINE AND CURVE TABLES

BOOK PAGE SHEET 2 OF 4

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& CONSULTING, PC  
231 E. 5TH ST., SUITE A  
MERIDIAN, ID 83642



# MALASPINA RANCH SUBDIVISION NO. 1

### HEALTH CERTIFICATE

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

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

### CERTIFICATE OF COUNTY SURVEYOR

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

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

### APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
President ACHD

### CERTIFICATE OF COUNTY TREASURER

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Treasurer

### APPROVAL OF CITY ENGINEER

The undersigned, City Engineer in and for the City of Kuna, Ada County, Idaho, hereby approve this plat.

\_\_\_\_\_  
City Engineer      Date

### COUNTY RECORDER'S CERTIFICATE

State of Idaho )  
                          ) s.s.  
County of Ada )

I hereby certify that this instrument was filed for record at the request of \_\_\_\_\_ at \_\_\_\_\_ Minutes past \_\_\_\_\_ O'clock \_\_\_\_\_ M. on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in Book \_\_\_\_\_ of plats at Pages \_\_\_\_\_.

Instrument No. \_\_\_\_\_

\_\_\_\_\_  
Deputy

\_\_\_\_\_  
Ex-Officio Recorder

### APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Kuna, Ada County, Idaho do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, this plat was duly accepted and approved.

\_\_\_\_\_  
City Clerk, Kuna, Idaho



**Bailey Engineering, Inc.**  
**CIVIL ENGINEERING | PLANNING | CADD**  
 4242 N. BROOKSIDE LANE      TEL 208-938-0013  
 BOISE, ID 83714      www.baileyengineers.com

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE  
MALASPINA RANCH SUBDIVISION**

\_\_\_\_\_, 2019

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE MALASPINA RANCH SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions for the Malaspina Ranch Subdivision (this "Declaration") is made effective this \_\_\_\_ day of \_\_\_\_\_, 2019, by Endurance Holdings, LLC, an Idaho limited liability company ("Declarant").

ARTICLE I: PROPERTY AND PURPOSE

Section 1. Property Covered/Benefit of Declaration. The initial property subject to this Declaration is legally described on the attached Exhibit A, which is made a part hereof ("Property"). The Property is phase 1 of the Malaspina Ranch Subdivision as described on the attached Exhibit B, which is made a part hereof ("Malaspina Ranch Subdivision"). **It is currently anticipated that additional phases of the Malaspina Ranch Subdivision will be platted, annexed into the Property and made subject to this Declaration. Each Owner, as hereinafter defined, covenants and agrees that 1) additional phases of the Malaspina Ranch Subdivision can be platted, annexed into the Property and made subject to this Declaration, and 2) he/she/they shall not contest any such platting, annexation and/or subjection to this Declaration.**

This Declaration is for the benefit of the Declarant, the Association and all Owners of any portion of the Property.

Section 2. Purposes of Declaration. The purposes of this Declaration are to set forth the basic Restrictions, as hereinafter defined, and uses that will apply to the Property. The Restrictions contained herein are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Declarant hereby declares that the Property, including each Lot, Dwelling Unit, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, 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 thereof.

ARTICLE III: DEFINITIONS

Section 1. "Architectural Committee" shall mean the architectural committee of the Association established pursuant to Article X herein.

Section 2. "Assessments" shall mean Regular Assessments, Special Assessments and Limited Assessments.

Section 3. "Association" shall mean the Malaspina Ranch Subdivision Homeowners' Association, Inc., its successors and/or assigns.

Section 4. "Board" shall mean the Board of Directors of the Association.

\_\_\_ of Plats at Pages \_\_\_ through \_\_\_, Records of Ada County, Idaho, a copy of which is attached hereto as Exhibit C, which is made a part hereof.

Section 16. "Property" shall mean that certain real property shown on the Plat and legally described on the attached Exhibit A, and such other annexations or other additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

Section 17. "Regular Assessments" shall mean the cost of maintaining, improving, repairing, managing and operating the Common Lots, including all Improvements thereon or thereto, and all other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association, pursuant to the terms of this Declaration or any supplemental declaration.

Section 18. "Restrictions" shall mean the restrictions, covenants, limitations, conditions and equitable servitudes that will apply to the Property and use of any and all portions thereof as specified in this Declaration.

Section 19. "Special Assessments" shall mean that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments levied against the Lot of each Owner by the Association.

#### ARTICLE IV: GENERAL USES AND REGULATION OF USES

Section 1. Single Family Lots. Each Lot within the Property shall be used for single family, detached Dwelling Units only, and for the common social, recreational or other reasonable uses normally incident to such use, and also for such additional uses or purposes as are from time to time determined appropriate by the Board. Lots may be used for the purposes of operating the Association and for the management of the Association if required. The provisions of this Section shall not preclude Declarant from conducting sales, construction, development and related activities from Lots owned by Declarant.

No shack, tent, trailer house, basement only, split entry, manufactured, mobile or pre-built homes shall be allowed.

All Dwelling Units shall be a minimum of 1,600 square feet, not including garages.

Section 2. Common Lots. The Association shall own and be responsible for the maintenance, repair and replacement of the Common Lots including any and all Improvements located thereon. The Association shall maintain and operate these Common Lots in a competent and attractive manner, including snow removal, if appropriate, and the watering, mowing, fertilizing and caring for any and all lawns, shrubs and trees thereon. Nothing shall be altered or constructed in or removed from the Common Lots except upon written consent of the Board and in accordance with procedures required herein and by law. Every Owner shall have a right and easement of enjoyment in and to the Common Lots which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions (and subject to all other terms contained in this Declaration):

(a) the right of the Association to charge reasonable admission and other fees or Assessments for the use of any recreational facility situated upon a Common Lot;

Section 6. Signs. No sign of any kind shall be displayed on any Lot or Dwelling Unit without the prior written consent of the Board; provided however, one sign of not more than five (5) square feet advertising the Lot for sale may be installed on any Lot, but the sign shall be removed within five (5) days following sale. Notwithstanding the foregoing, Declarant may display any sign it sees fit on any portion of the Property owned by Declarant.

Section 7. Pets. No animals (which term includes livestock, domestic animals, poultry, reptiles and any other living creature of any kind) shall be raised, bred or kept in any Dwelling Unit, Lot or in the Common Lots, whether as pets or otherwise; provided however, that this provision shall not prohibit Owners from having two (2) or less dogs and/or cats (i.e. an Owner may have a maximum of two (2) dogs, two (2) cats or one (1) dog and one (1) cat). The Board may at any time require the removal of any animal, including domestic dogs and cats, which it finds is creating unreasonable noise or otherwise disturbing the Owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an Owner or other person. All Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats.

Section 8. Nuisance. No noxious or offensive activity shall be carried on in any Dwelling Unit, Common Lots or Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof. No noise, obstructions to pedestrian walkways, unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity thereof, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Architectural Committee), flashing lights or search lights, shall be located, used or placed on the Property. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, garbage cans, trash, trash cans, dog houses, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, and scrap shall be screened from view at all times. 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. In addition, no activities shall be conducted on the Property, and no Improvements shall be constructed on any Property which are or might be unsafe or hazardous to any Person or property.

Section 9. Exterior Improvements, Appearance and Emergency Maintenance. **No Owner shall install or place any item or construct any Improvement on any Lot or the exterior of his or her Dwelling Unit without the prior written consent of the Architectural Committee. In addition, all Owners shall keep and maintain their Lots and Dwelling Unit exteriors in a repaired, attractive, clean and habitable condition as determined by the Board in its reasonable judgement. In the event any Owner does not satisfy this standard, the Board and its agents or employees, may, after thirty (30) days' prior written notice to such Owner: 1) levy a fine, in an amount as determined by the Board, against said Owner for as long as the violation persists, and/or 2) enter such Lot to**

approved in writing by the Architectural Committee and ACHD. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of these Lots or Common Lots are completed by the Declarant, or that drainage which is shown on any plans approved by the Architectural Committee and/or ACHD.

All Owners, at his/her/their sole cost and expense, shall be responsible for the maintenance, repair and/or replacement of any storm water drainage system located on, and serving only, his/her/their individual Lot. Such maintenance, repair and/or replacement shall be done in accordance with all applicable laws, rules, regulations and/or ordinances.

Notwithstanding the forgoing, all Lots and Common Lots shall be graded such that all storm water and other water drainage shall run across a curb or to a drainage easement and no drainage shall cross from a Lot or Common Lot onto another Lot or Common Lot except within an applicable drainage easement.

Section 15. Garages. Garages shall be well constructed of good quality material and workmanship. All Dwelling Units shall have attached, enclosed garages which hold no less than two vehicles. To the extent possible, garage doors must remain closed at all times.

Section 16. Construction Commencement, Completion and Other Activities. Each Owner of a Lot originally purchased from Declarant must commence construction of his or her Dwelling Unit and all other Lot Improvements within one year from the closing date thereof, unless otherwise agreed by Declarant. Once such construction has commenced, such Owner shall have twelve months from the commencement date in which to complete construction of the Dwelling Unit and all other Lot Improvements. **In the event any Owner violates either (or both) of the construction time requirements contained herein, said Owner shall pay to the Association a fine of \$100/day for as long as the violation persists. This fine is applicable to both the construction commencement and construction completion requirements.** Any fine, or fines, shall be due and payable within thirty (30) days of receiving an invoice therefore.

Section 17. Construction Equipment. No construction machinery, building equipment, or material shall be stored upon any Lot until the Owner is ready and able to immediately commence construction. Such machinery, equipment and materials must be kept within the boundaries of the Lot.

Section 18. Damage to Improvements. It shall be the responsibility of an Owner to leave street curbs, sidewalks, fences, utility facilities, tiled irrigation lines, if any, and any other existing Improvements free of damage and in good and sound condition during any construction period. It shall be conclusively presumed that all such Improvements are in good condition at the time building has begun on each Lot unless the contrary is shown in writing at the date of conveyance or by date of possession, whichever date shall first occur, which notice is addressed to a member of the Architectural Committee.

Section 19. Garbage Pick-Up. Garbage and recycle containers shall be placed on the appropriate sidewalks or driveways only on garbage and recycle collection days, and such containers must be removed no later than 8:00pm that evening.

Section 20. Initial Landscaping. Construction of any Dwelling Unit on any Lot shall include the following minimum front yard landscaping:

Section 2. Premiums Included in Assessments. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

#### ARTICLE VII: MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Declarant and every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Classes. The Association shall have two (2) classes of voting memberships:

Class A. Class A Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease when, and if, Declarant has sold all Lots within the Property.

#### ARTICLE VIII: ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. **Each Owner of any Lot by acceptance of a deed therefore is deemed to covenant and agree to pay to the Association all Assessments levied thereby. In addition, each Owner upon the purchase of a Lot shall pay reasonable start-up and/or transfer fee assessments for use by the Association.** These start-up and transfer fee assessments shall only be used by the Association for the operation of the Association and/or the performance of its duties and obligations contained herein. All Assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, late fees and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them. **Declarant has no obligation to pay Assessments.**

**Notwithstanding any of the foregoing, the imposition, perfection and/or foreclosure of any Association lien must also comply with any and all requirements contained in the Idaho Code.**

Section 2. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Property and for any construction, maintenance and operation of the Common Lots, as well as for the proper operation of the Association.

Section 3. Uniform Rate of Assessment. Regular and Special Assessments must be fixed at a uniform rate for all Lots.

Section 4. Date of Commencement of Annual Assessments; Due Dates. The Regular Assessments provided for herein shall commence as to all Lots on the first day of the month following the

(e) Legal and accounting services necessary or proper in the operation of the Association's affairs, administration of the Property, or the enforcement of this Declaration.

(f) Any other materials, supplies, labor services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Property or for the enforcement of this Declaration.

(g) The Board shall not incur any non-budgeted expenditure in excess of \$3,000.00 without the approval thereof by two-thirds (2/3) of each class of Members voting thereon at a meeting called for such purpose, except for an emergency threatening the security of any Improvement on the Property.

**The Board shall have the absolute right to adopt any rules and regulations it deems to be in the best interest of the Property and the Owners. By accepting a deed to any portion of the Property, all Owners hereby covenant that they will adhere to any such rules or regulations. In addition, the Board shall have the absolute right to hire or otherwise contract with independent third parties to operate, maintain and manage the Common Lots, and to perform any other right, duty or obligation of the Board or Association.**

Section 2. Easement. The Association and Board, and their agents and employees, shall have, and are hereby granted, a permanent easement of ingress and egress to enter upon each Lot for the purposes of performing repairs, maintenance and care of the Property as provided herein and for otherwise discharging the responsibilities and duties of the Association and Board as provided in this Declaration.

Section 3. Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms or Restrictions of this Declaration, or of the Association's articles or bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term or Restriction, but such term or Restriction shall remain in full force and effect. Failure by the Board to immediately enforce any such term or Restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for the Board. This Section also extends to the Declarant exercising the powers of the Board during the initial period of operation of the Association.

Section 4. Limitation of Liability. The Board shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board, or for injury or damage to a Person or property caused by the elements, or by another Owner or Person; or resulting from electricity, gas, water, rain, dust or sand which may lead or flow from pipes, drains, conduits, appliances, or equipment, or from articles used or stored by Owners on the Property or in Dwelling Units. No diminution or abatement of Assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or Improvements to the Property or from any action taken to comply with any law, ordinance, or order of a governmental authority. This Section shall not be interpreted to impose any form of liability by implication, and shall extend to and apply also for the protection of the Declarant exercising the powers of the Board during the initial period of operation of the Association and the Property.

Section 5. Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Owners against all expenses (including attorneys' fees and costs), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by or against the

maintenance and the payment of an architectural review processing fee. The Architectural Committee may require submission of additional plans or review by a professional architect. The Architectural Committee may issue architectural guidelines and/or guidelines setting forth procedures for the submission of plans for approval. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevations, drawings and description of samples of exterior material and colors. Until receipt by the Architectural Committee of any required plans and specifications the Architectural Committee may postpone review of plans. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee, in writing, to the applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. If the Architectural Committee has not accepted (either conditionally or otherwise) or rejected an Owner's application within this thirty (30) day period, such application shall be deemed approved.

Section 4. Inspection of Approved Improvements. Inspection of work and correction of defects therein shall proceed as follows:

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

(b) Within sixty (60) days thereafter, the Architectural Committee, or its duly authorized representative, may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner and the Board in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Board may, at its option, exercise its right to enforce the provisions of this Declaration by proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement associated with correcting or removing the same pursuant to this Declaration.

Section 5. Review of Unauthorized Improvements. The Architectural Committee may identify for review, Improvements which were not submitted to the approval process as follows:

(a) The Architectural Committee or its duly authorized representative may inspect such unauthorized Improvement.

(b) If the Architectural Committee finds that the work is in noncompliance with this Declaration and/or its standards or guidelines, it shall notify the Owner and the Board in writing of such noncompliance and its request to remedy such noncompliance.

(c) If the Owner has not remedied such noncompliance within a period of not more than forty-five (45) days from his or her receipt of the noncompliance notice, then the Board may, at its option, exercise its right to enforce the provisions of this Declaration by a proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement of the costs associated with correcting or removing the same pursuant to this Declaration.

United States mail, postage prepaid. All notices shall be addressed to the Owner at the last known address on the Association's records or to the address of the Owner's Lot if no other address for notices has been given in writing by such Owner to the Association. Such address may be changed from time to time by notice in writing to the Association given in compliance with the foregoing.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands as of the date first above written.

Declarant:

Endurance Holdings, LLC,  
an Idaho limited liability company

By: \_\_\_\_\_  
Corey D. Barton, Member

STATE OF IDAHO     )  
                                  ) ss.  
County of Ada        )

This record was acknowledged before me on \_\_\_\_\_, 2019, by Corey D. Barton as a Member of Endurance Holdings, LLC.

\_\_\_\_\_  
Signature of Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT B**  
LEGAL DESCRIPTION OF COMMON LOTS

Lots 4, 5 and 18, Block 1; Lots 1, 14 and 16, Block 2; Lot 1, Block 3; Lot 7, Block 4; Lot 1, Block 5; and Lot 1, Block 6, Malaspina Ranch Subdivision No. 1, according to the official plat thereof, filed in Book \_\_\_\_ of Plats at Pages \_\_\_\_\_ through \_\_\_\_\_, Records of Ada County, Idaho.



## City of Kuna

### City Council Memo

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

To: **Kuna City Council**

Case Number: 19-17-FP (Final Plat) -  
Greyhawk Subdivision No. 9

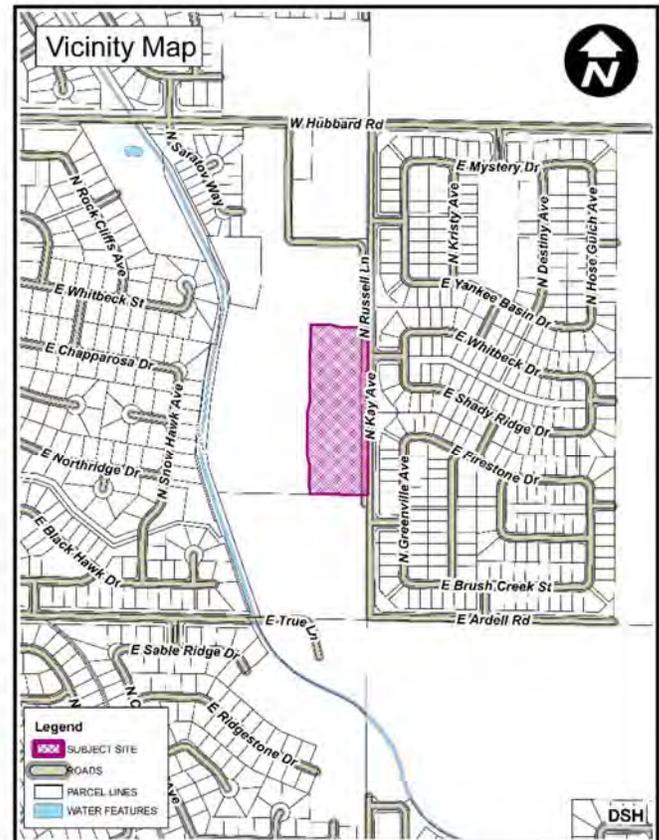
Location: South of Hubbard Road/East  
of Kay Avenue, Kuna, Idaho  
83634

Planner: Troy Behunin, Planner III

Meeting Date: December 12, 2019

Owner: Greyhawk HDP, LLC  
701 S. Allen St., Ste. 104  
Meridian, ID 83642  
208.695.2000  
[Marmuth@hubblehomes.com](mailto:Marmuth@hubblehomes.com)

Representative: Kent Brown  
3161 E Springwood Dr.  
Meridian, ID 83642  
208.871.6842  
[kentlkb@gmail.com](mailto:kentlkb@gmail.com)



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

1. The applicant is requesting Final Plat approval for Greyhawk Subdivision No. 9 which has thirty-five (35) residential building lots and eight (8) common lots on a total of approximately 8.67 acres (Ada County Assessor Parcel No. S1313212417).
2. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for the Greyhawk Subdivision No. 8. The proposed final plat is in substantial conformance with the approved preliminary plat.

#### B. Applicable Standards:

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

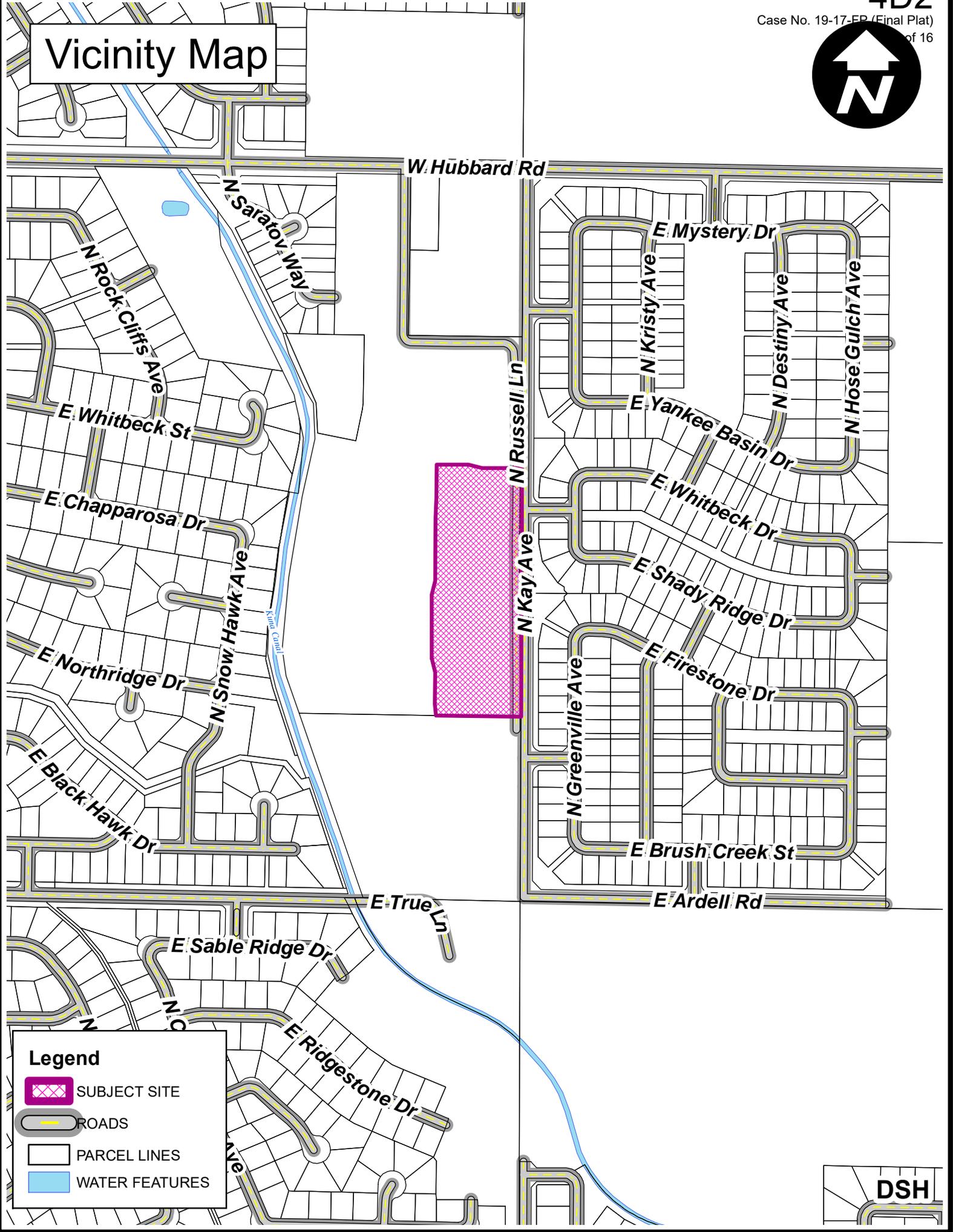
#### C. Staff Analysis:

1. Staff has determined that the proposed final plat for the Greyhawk Subdivision No. 9 is in substantial conformance with the approved preliminary plat.
2. Applicant shall correct any technical items and make any requested changes on the final plat as recommended by Kuna Public Works and P & Z Department staff.

3. Applicant shall follow all staff recommendations in this report, or the public works department memo.
4. Water Rights shall be annexed in to the KMID prior to recordation of the plat.
5. Applicant shall secure all signatures on the final plat check-off list prior to requesting Kuna City Engineer's signature on the final plat Mylar.



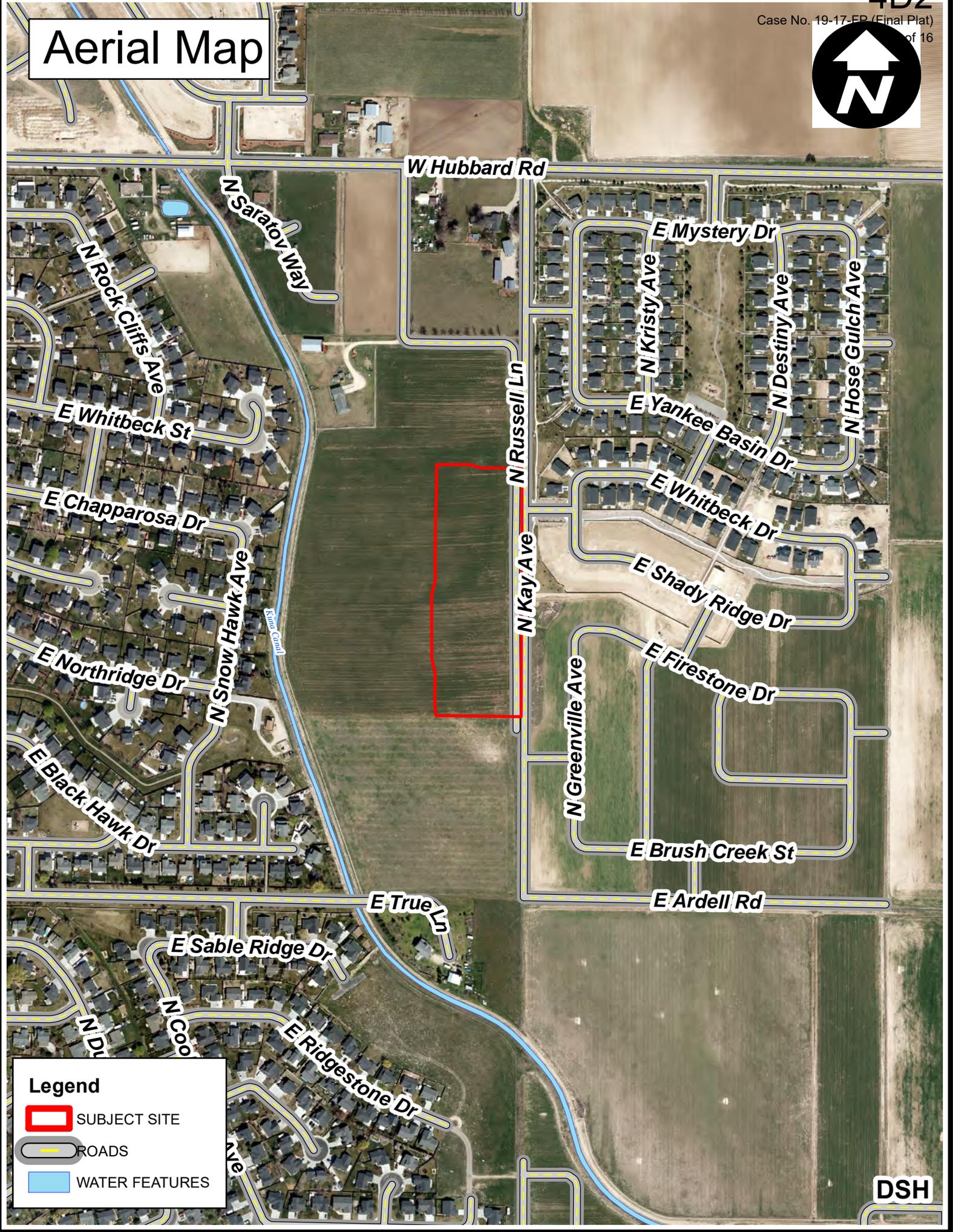
# Vicinity Map



**Legend**

-  SUBJECT SITE
-  ROADS
-  PARCEL LINES
-  WATER FEATURES

# Aerial Map

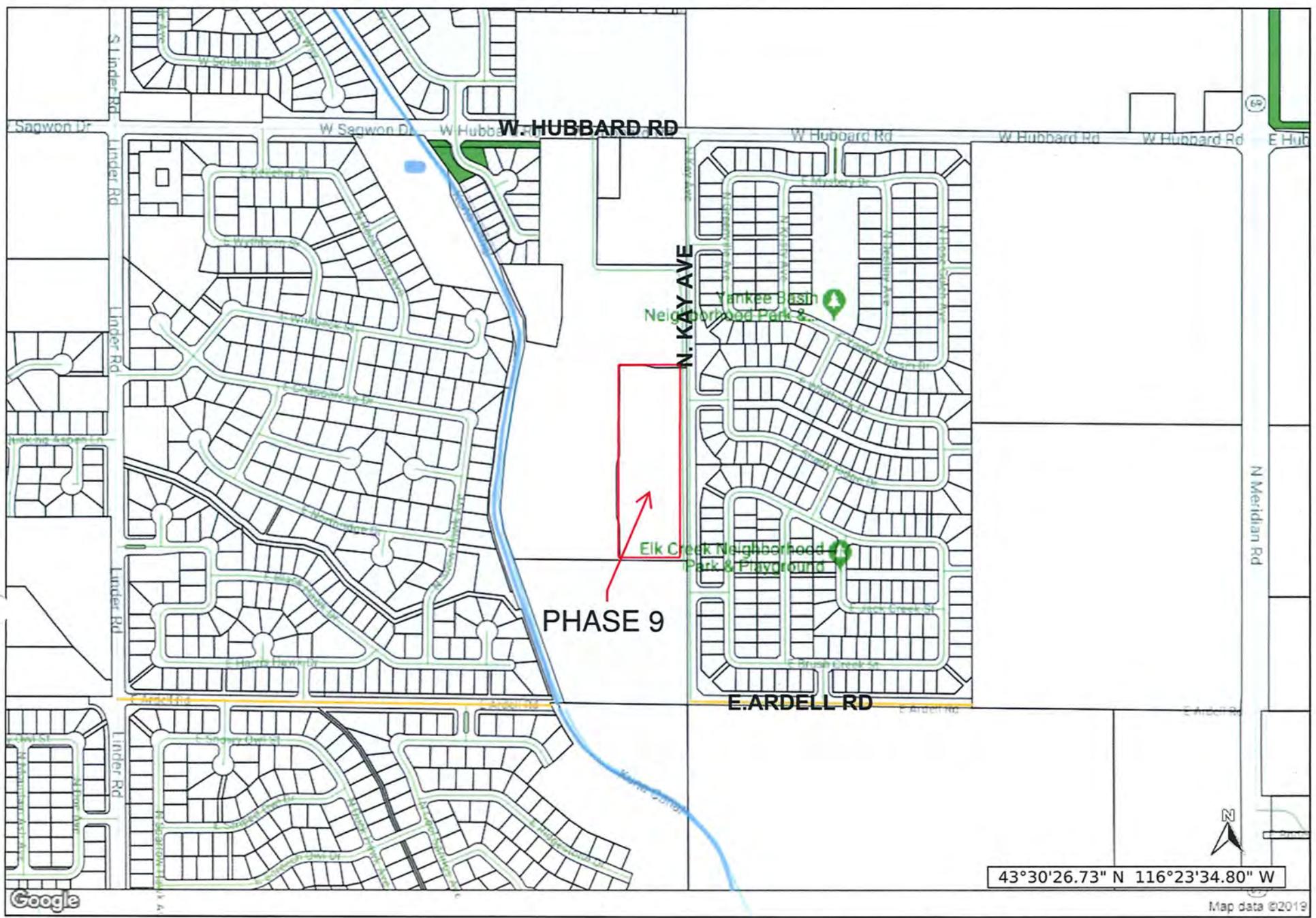


**Legend**

-  SUBJECT SITE
-  ROADS
-  WATER FEATURES



# GREYHAWK NO 9 VICINITY MAP



43°30'26.73" N 116°23'34.80" W

Map data ©2019



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

### Commission & Council Review Application

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

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

For Office Use Only	
File Number (s)	19-17-FP
Project name	Greyhawk No. 9
Date Received	10.17.19
Date Accepted/Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

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

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

#### Contact/Applicant Information

Owners of Record: <u>Greyhawk HDP LLC</u>	Phone Number: <u>208-695-2000</u>
Address: <u>701 S Allen St Ste 104</u>	E-Mail: <u>marmuth@hubblehomes.com</u>
City, State, Zip: <u>Meridian Idaho 83642</u>	Fax #: _____
Applicant (Developer): <u>same as above</u>	Phone Number: _____
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____
Engineer/Representative: <u>Kent Brown</u>	Phone Number: <u>871-6842</u>
Address: <u>3161 E Springwood Dr</u>	E-Mail: <u>kentlkb@gmail.com</u>
City, State, Zip: <u>Meridian Idaho 83642</u>	Fax #: _____

#### Subject Property Information

Site Address: _____
Site Location (Cross Streets): <u>Kay Street and Ardell</u>
Parcel Number (s): <u>S1313212417</u>
Section, Township, Range: <u>sec 13 T2n;1w</u>
Property size : <u>8.67 acres</u>
Current land use: <u>vacant</u> Proposed land use: <u>Residential</u>
Current zoning district: _____ Proposed zoning district: _____

**Project Description**

Project / subdivision name: Greyhawk No 9

General description of proposed project / request: Final plat approval of Greyhawk No 9 which has 35 buildable lots and 8 commons lots

Type of use proposed (check all that apply):

Residential single family

Commercial \_\_\_\_\_

Office \_\_\_\_\_

Industrial \_\_\_\_\_

Other \_\_\_\_\_

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

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No

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

Any existing buildings to remain?  Yes  No

Number of residential units: \_\_\_\_\_ Number of building lots: 35

Number of common and/or other lots: 8

Type of dwellings proposed:

Single-Family single family

Townhouses \_\_\_\_\_

Duplexes \_\_\_\_\_

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

Other \_\_\_\_\_

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

Gross density (DU/acre-total property): 4 Net density (DU/acre-excluding roads): 5.7

Percentage of open space provided: 12% Acreage of open space: 1.07

Type of open space provided (i.e. landscaping, public, common, etc.): MICRO PATHS AND STREET BUFFERS

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

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

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

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

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

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

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

~~Proposed Parking: a. Handicapped spaces: \_\_\_\_\_ Dimensions: \_\_\_\_\_~~

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

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

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

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

Applicant's Signature: [Signature] Date: 10-17-19

# KENT BROWN PLANNING SERVICES

October 16, 2019

Kuna City Planning & Development Services  
763 W. Avalon  
Kuna, ID 83634

**RE: Greyhawk Subdivision No 9 Final Plat Application**

Dear Mayor and Council:

On behalf of Greyhawk Land Company LLC, we are requesting approval of the Final Plat application for the Greyhawk No.9 Subdivision. The site is located near the southwest corner of Ardell Road and Kay Ave. The site is 8.67 acres in size, and is currently vacant.

Greyhawk No. 9 is proposed with 43 total lots, consisting of 35 buildable and 8 common. All 35 buildable lots will have single-family homes. The common space will consist of a micro pathways and street buffers. The final plat complies too all the preliminary plat requirements. The proposed construction design has been done to local agency and general engineering practices.

If you have any questions regarding this or any other of our application for Greyhawk No 9 feel free to contact me.

Sincerely,



Kent Brown  
Planner



# GREYHAWK SUBDIVISION NO. 9

- EXCEPT FOR LOT 1, BLOCK 17, LOT 1, BLOCK 18, LOT 1, BLOCK 19, AND LOT 1, BLOCK 20, LOT 3, BLOCK 21, LOT 3, BLOCK 22, LOT 3, BLOCK 23, LOT 1, BLOCK 24, THE FOLLOWING EASEMENTS SHALL APPLY. LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY LINE AND ALL REAR LOT LINES SHALL HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE AND PRESSURE IRRIGATION EASEMENT AS SHOWN ON THIS PLAT. EACH SIDE OF INTERIOR LOT LINES HAVE A FIVE (5) FOOT WIDE PUBLIC UTILITIES, PROPERTY DRAINAGE AND PRESSURE IRRIGATION EASEMENT AS SHOWN ON THIS PLAT.
- A PORTION OF LOTS 1 AND 2, BLOCK 17, A PORTION OF LOT 1, BLOCK 18 AND A PORTION OF LOTS 2 AND 3, BLOCK 20, LOTS 2-4, BLOCK 21, LOTS 2-4, BLOCK 22, LOTS 2 AND 3, BLOCK 24 ARE SERVED TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCLUMBERED BY THAT CERTAIN FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015, AS INSTRUMENT NO. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RE-SUBDIVISION AND MAY REQUIRE AMENDMENT OF THE DEVELOPMENT AGREEMENT.
- LOT 1, BLOCK 17, LOT 1, BLOCK 18, LOT 1, BLOCK 19, AND LOT 1, BLOCK 20, LOT 3, BLOCK 21, LOT 3, BLOCK 22, LOT 3, BLOCK 23, LOT 1, BLOCK 24 ARE DESIGNATED AS COMMON AREA LOTS AND SHALL BE SUBJECT TO A BLANKET PUBLIC UTILITIES, PROPERTY DRAINAGE AND PRESSURE IRRIGATION EASEMENT. SAID LOTS SHALL BE OWNED AND MAINTAINED BY THE GREYHAWK SOUTH HOMEOWNERS ASSOCIATION, INC. THIS OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF KUNA CITY. THE GREYHAWK SOUTH HOMEOWNERS ASSOCIATION, INC. IS RESPONSIBLE FOR PAYMENT OF IRRIGATION ASSESSMENTS FOR THE COMMON LOTS. IN THE EVENT THE GREYHAWK HOMEOWNER'S ASSOCIATION, INC. FAILS TO PAY THE ASSESSMENTS, EACH RESIDENTIAL LOT WILL BE RESPONSIBLE FOR A FRACTIONAL SHARE OF THE ASSESSMENT.
- MAINTENANCE OF ANY IRRIGATION, DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
- IRRIGATION WATER WILL BE PROVIDED BY CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(B). ALL LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION RIGHTS THROUGH THE NEW YORK IRRIGATION DISTRICT AND WILL BE OBLIGATED FOR ASSESSMENTS FROM CITY OF KUNA SUBJECT TO ORDINANCE 2016-19, ANNEXING THE GREYHAWK SUBDIVISION NO. 9 INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT AND POOLING THE APPURTENANT WATER RIGHTS THEREOF, RECORDED AS INSTRUMENT NO. 2016-094818, RECORDS OF ADA COUNTY, IDAHO.
- MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
- THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL FACILITY OR AN 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."
- DIRECT LOT OR PARCEL ACCESS TO KAY AVENUE IS PROHIBITED.
- ACHD LICENCE AGREEMENT INST. NO. \_\_\_\_\_

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	200.00	27.93	27.90	S86°11'49"W	8°00'00"
C2	175.00	24.43	24.41	S86°11'49"W	8°00'00"
C3	185.00	23.04	23.02	S86°11'49"W	8°00'00"
C4	225.00	31.42	31.39	S86°11'49"W	8°00'00"
C5	14.00	8.91	8.78	S18°26'03"W	36°28'27"
C6	34.50	21.96	21.59	N18°26'03"E	36°28'27"
C7	34.50	21.96	21.59	N18°02'25"W	36°28'27"
C8	14.00	8.91	8.78	S18°02'25"E	36°28'27"
C9	235.00	32.81	32.79	S86°11'49"W	8°00'00"
C10	14.00	8.91	8.78	N18°26'03"E	36°28'27"
C11	34.50	21.96	21.59	S18°26'03"W	36°28'27"
C12	34.50	21.96	21.59	S18°02'25"E	36°28'27"
C13	14.00	8.91	8.78	N18°02'25"W	36°28'27"
C14	225.00	1.08	1.08	N82°20'03"E	0°16'29"

LINE TABLE		
LINE	LENGTH	BEARING
L1	22.64	S41°11'49"W
L2	45.95	S82°11'49"W
L3	35.29	N89°48'11"W
L4	21.21	N44°48'11"W
L5	111.79	S0°11'49"W
L6	30.29	N89°48'11"W
L7	57.45	S82°11'49"W
L8	21.21	N45°11'49"E
L9	34.00	S89°48'11"E
L10	38.92	S82°11'49"W
L11	19.68	S48°48'11"E
L12	21.21	N45°11'49"E
L13	21.21	N44°48'11"W

LINE TABLE		
LINE	LENGTH	BEARING
L14	30.29	S89°48'11"E
L15	47.61	S82°11'49"W
L16	24.24	S44°48'11"E
L17	21.21	N45°11'49"E
L18	112.14	S0°11'49"W
L19	24.24	N45°11'49"E
L20	21.21	S44°48'11"E
L21	21.21	N45°11'49"E
L22	21.21	S44°48'11"E
L23	21.21	N45°11'49"E
L24	21.21	S44°48'11"E
L25	22.64	N41°11'49"E
L26	19.68	S48°48'11"E



# GREYHAWK SUBDIVISION NO. 9

### CERTIFICATE OF OWNERS

Know all men by these presents. That HDP Greyhawk LLC, a Delaware Limited Liability Company, is the owner of the property described as follows:

A parcel of land located in the E 1/2 of the NW 1/4 of Section 13, T.2N., R.1W., B.M., Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 13 from which the NW corner of said Section 13 bears North 89°53'13" West, 2642.77 feet;

thence along the West boundary line of Greyhawk Subdivision No. 1, as filed in Book 99 of Plats at Pages 12854-12858, records of Ada County, Idaho, and along the West boundary line of Greyhawk Subdivision No. 2, as filed in Book 106 of Plats at Pages 14699-14701, records of Ada County, Idaho, South 00°11'49" West, 1,084.25 feet to the REAL POINT OF BEGINNING;

thence continuing along the West boundary line of said Greyhawk Subdivision No. 2 and along the West boundary lines of Greyhawk Subdivision No. 4, as filed in Book 109 of Plats at Pages 15482-15484, records of Ada County, Idaho, Greyhawk Subdivision No. 6, as filed in Book 112 of Plats at Pages 16292-16294 and Greyhawk Subdivision No. 8, as filed in Book 115 of Plats at Pages 17281-17284, records of Ada County, Idaho South 00°11'49" West, 1,198.93 feet;

thence leaving the West boundary line of said Greyhawk Subdivision No. 8 North 89°48'11" West, 143.00 feet;

thence South 68°52'28" West, 62.26 feet;

thence North 89°48'11" West, 100.00 feet;

thence North 00°11'49" East, 280.00 feet;

thence North 06°11'00" West, 89.99 feet;

thence North 00°11'49" East, 115.00 feet;

thence North 13°50'21" West, 51.54 feet;

thence North 00°11'49" East, 230.00 feet;

thence North 14°13'59" East, 51.54 feet;

thence North 00°11'49" East, 230.00 feet;

thence North 02°45'19" East, 67.21 feet;

thence North 00°11'49" East, 122.00 feet;

thence South 89°48'11" East, 115.00 feet;

thence South 76°18'26" East, 51.42 feet;

thence South 89°48'11" East, 143.00 feet to the REAL POINT OF BEGINNING. Containing 8.67 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Kuna main line located adjacent to the subject subdivision, and the City of Kuna has agreed in writing to serve all the lots in this subdivision.

HDP Greyhawk, LLC, a Delaware Limited Liability Company.

Mitchell S. Armuth, Authorized Agent

### CERTIFICATE OF SURVEYOR

I, Gregory G. Carter, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.



### ACKNOWLEDGMENT

State of Idaho )  
                          ) s.s.  
County of Ada )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Mitchell S. Armuth, known or identified to me to be an authorized agent of HDP Greyhawk, LLC, a Delaware limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that said limited liability 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.

My commission expires \_\_\_\_\_

Notary Public for Idaho  
Residing in \_\_\_\_\_, Idaho

# GREYHAWK SUBDIVISION NO. 9

### HEALTH CERTIFICATE

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

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

### CERTIFICATE OF COUNTY SURVEYOR

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

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

### APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
President ACHD

### CERTIFICATE OF COUNTY TREASURER

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

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

### APPROVAL OF CITY ENGINEER

I, the City Engineer in and for the City of Kuna, Ada County, Idaho, hereby approve this plat.

\_\_\_\_\_  
City Engineer

### APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Kuna, Ada County, Idaho, hereby certify that at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ this plat was duly accepted and approved.

\_\_\_\_\_  
City Clerk, Kuna, Idaho

### COUNTY RECORDER'S CERTIFICATE

State of Idaho )  
                  ) s.s.  
County of Ada )

I hereby certify that this instrument was filed for record at the request of \_\_\_\_\_ at \_\_\_\_\_ Minutes past \_\_\_\_\_ O'clock \_\_\_\_\_ M. on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in Book \_\_\_\_\_ of plats at Pages \_\_\_\_\_.

Instrument No. \_\_\_\_\_  
\_\_\_\_\_  
Deputy  
\_\_\_\_\_  
Ex-Officio Recorder



**SUPPLEMENTAL DECLARATION OF  
ANNEXATION ESTABLISHING  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
GREYHAWK SUBDIVISION NO. 9**

SUPPLEMENTAL DECLARATION OF ANNEXATION ESTABLISHING  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
GREYHAWK SUBDIVISION NO 9

THIS SUPPLEMENTAL DECLARATION is made on the date hereinafter set forth by Greyhawk Development LLC, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in the County of Ada, State of Idaho, which is particularly described as:

Greyhawk Subdivision No. 9 according to the official plat thereof on file in the office of the County Recorder of Ada County, State of Idaho, in Book \_\_\_\_\_ of plats at page \_\_\_\_\_; more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference:

WHEREAS, Declarant has heretofore recorded a Declaration Establishing Covenants, Conditions and Restrictions for Greyhawk Subdivision No. 1, recorded on January 8, 2008, as Instrument Number: 108001939, records of Ada County, Idaho.

WHEREAS, Greyhawk Subdivision No.9 is being developed according to a master plan of development and is thereby related to Greyhawk Subdivision No. 1, and Declarant desires that Greyhawk Subdivision No. 6 be subject to the covenants, conditions and restrictions for Greyhawk Subdivision No. 1 as set forth in the Declaration (as Declaration may be, from time to time, amended), and that owners of Building Lots or parcels within the boundaries of Greyhawk Subdivision No. 9 be members of Greyhawk Subdivision Homeowners Association, Inc.:

NOW, THEREFORE, Declarant hereby declares:

ARTICLE I

Greyhawk Subdivision No. 9 shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration, as amended, incorporated herein by this reference as if set forth in full, which easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with and bind, Greyhawk Subdivision No. 1 and each and every part, parcel and Building Lot thereof, and be binding on all parties having any right, title or interest in Greyhawk Subdivision No. 5 or any parcel or building lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE II

Pursuant to the Sections 1.2 and 6.1 of the Declaration, the Declaration is hereby amended to include Greyhawk Subdivision No. 9, and Greyhawk Subdivision No. 9 is hereby made subject to and the beneficiary of the rights, privileges, restrictions and covenants set forth in the Declaration. Greyhawk Subdivision No. 9 is designated a "Tract" as defined in Section 3.15 of the Declaration, and is hereby annexed to the Property covered by the Declaration and is included within the term "Property" as used in the Declaration.

ARTICLE III

Except for terms expressly defined herein, all capitalized terms shall have the same meaning as defined in the Declaration.

#### ARTICLE IV

***ACHD Storm Water and Drainage Easement.*** Ada County Highway District (“**ACHD**”) has a perpetual blanket storm water retention and drainage easement over portions of the Greyhawk No. 9 Subdivision identified on the Plat as “Storm Water Drainage Facilities.” ACHD’s easement is for access, to retain water, and to construct, install, maintain and replace the storm water and drainage system and all facilities relating thereto. The storm drain system also includes the street gutters, drop inlets, storm drain pipes and all related facilities. The primary purpose of this storm drainage easement area is for the storage and drainage of storm water. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee and the Ada County Highway District (ACHD).

**“Heavy” Maintenance of Drainage Facilities.** “**Heavy**” maintenance consists of periodically inspecting the Storm Water Drainage Facilities (the “**Drainage Facilities**”) to ensure these are functioning properly; cleaning out the Drainage Facilities’ piping and mucking out the Drainage Facilities when the sediment level exceeds the designed storage level. All other maintenance shall be referred to herein as “**light**” maintenance, as more specifically set forth below. ACHD shall have the duty to perform the “heavy” maintenance of the Drainage Facilities and shall be allowed to perform this “heavy” maintenance work. Please see Operation and Maintenance Manual dated June 18, 2008. No changes can be made to these COVENANTS, CONDITIONS AND RESTRICTIONS, nor the Operation and Maintenance Manual without written concurrence from **ACHD**.

#### ARTICLE V

The Common Areas granted to the Greyhawk Homeowners Association, Inc. are:

Lot , Block .

This Common Area shall be conveyed to the Association free and clear of all liens and title encumbrances (other than easements, taxes, and common restrictions) and shall be owned and maintained by the Association.

**Notes.** The Common Area and building lots are subject to the “Notes,” as stated on the final recorded Plat for GREYHAWK SUBDIVISION NO. 9, recorded in County of Ada, Idaho and recorded as instrument # \_\_\_\_\_; and attached as Exhibit A.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this \_\_\_\_\_ day of \_\_\_\_\_ 2020

Greyhawk Land Company

\_\_\_\_\_  
By: Mitchell S. Armuth

STATE OF IDAHO                    )  
  ) ss.  
County of Ada                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me \_\_\_\_\_  
\_\_\_\_\_, a Notary Public, personally appeared Mitchell S. Armuth, known  
or identified to me to be the person(s) whose name(s) is/are subscribed to within the  
instrument, and acknowledged to me that he/she executed the same.

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

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



# City of Kuna

## City Council Staff Memo

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

To: **City Council**

Case No's: **19-07-ZC (Rezone)**  
**19-03-S (Preliminary Plat)**

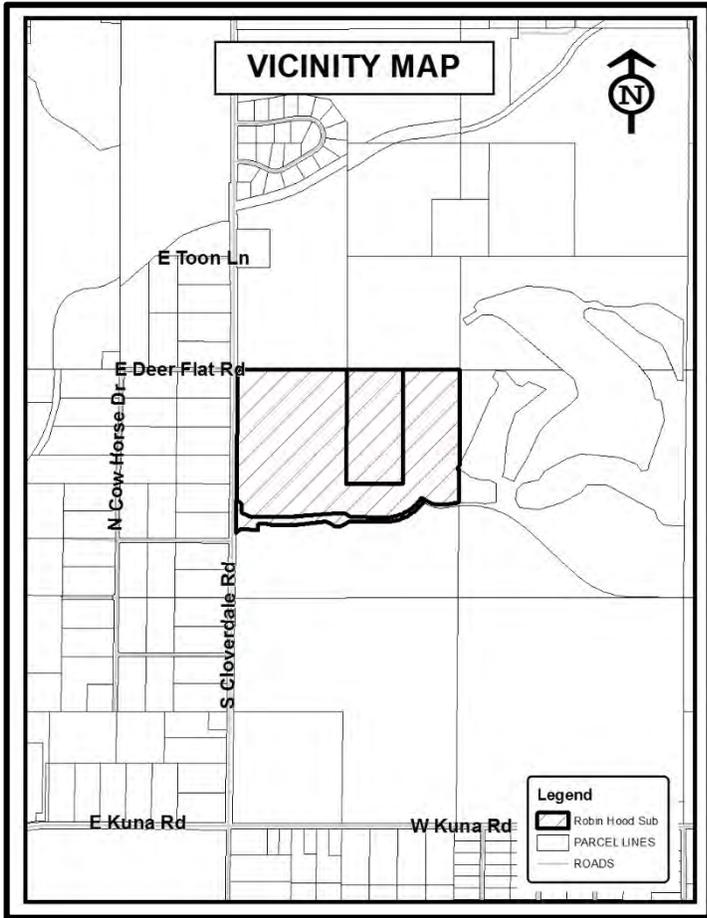
Location: Southeast Corner of Cloverdale and Deer Flat Roads, Kuna, ID.

Planner: Troy Behunin, Planner III

Hearing date: December 17, 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**  
250 S. Beechwood Ave. S. 201  
Boise, ID 83709  
208.323.9336  
[Wshrief@jub.com](mailto:Wshrief@jub.com)



### Table of Contents:

- A. Process and Noticing
- B. Applicants Request
- C. Site History
- D. General Project Facts
- E. Staff Analysis
- F. Applicable Standards
- G. Proposed Comprehensive Plan Analysis
- H. Proposed Kuna City Code Analysis
- I. Proposed Recommendation of Commission to Council.
- J. Recommended Conditions of Approval

### 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 December 6, 2019
- iv. Kuna, Melba Newspaper November 20, 2019
- v. Site Posted December 6, 2019

**B. Applicants Request:**

**1. Request:**

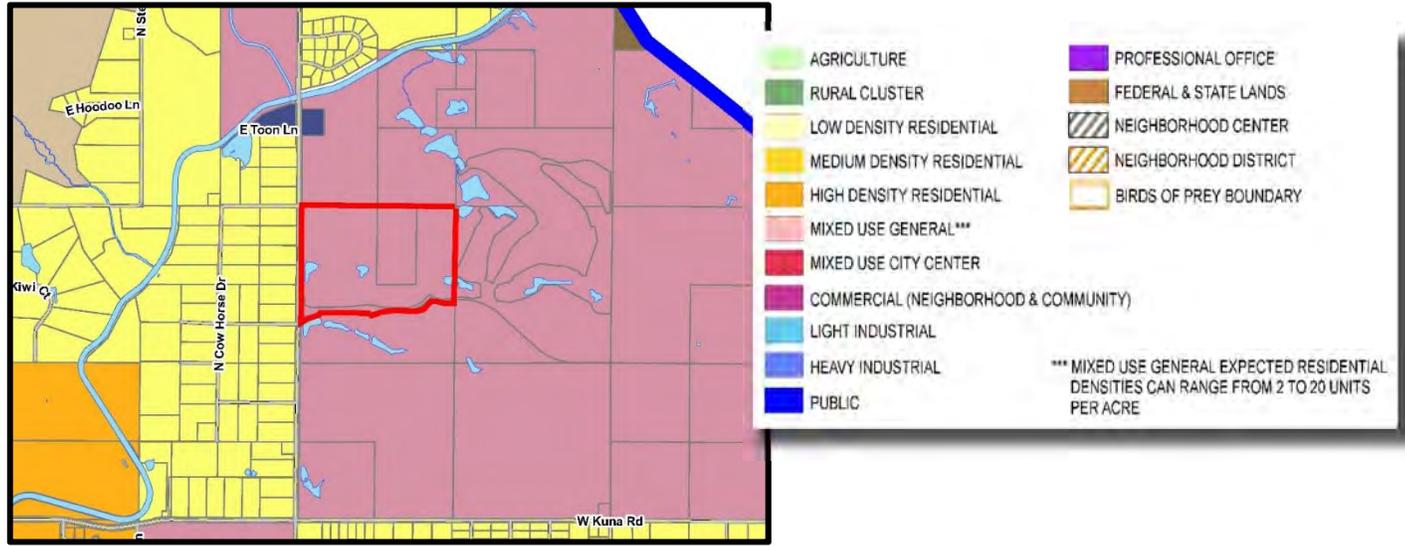
The applicant, J-U-B Engineers, on behalf of M3 Companies (Owner), requests approval to rezone approx. 25.08 acres and subdivide approx. 37.61 acres into 137 total lots. This site is located near the NEC of Cloverdale and Kuna Roads, Kuna, Idaho, in Section 22, Township 2 North, Range 1 East (APN #'s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

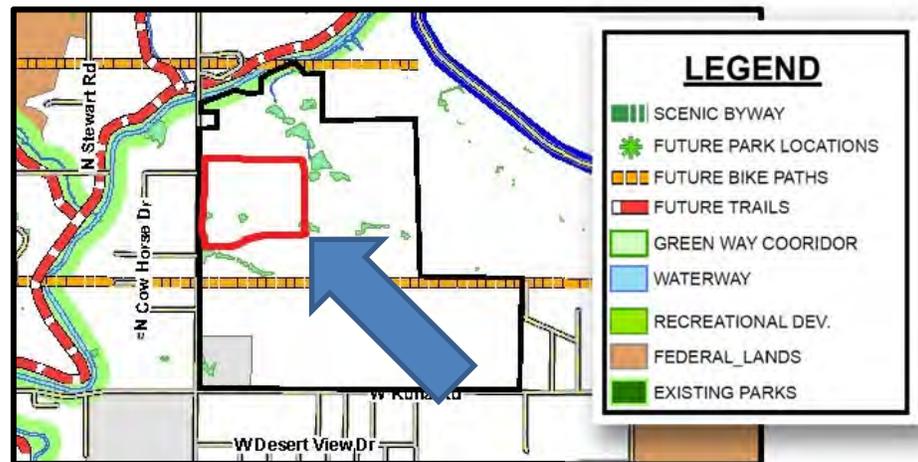
**D. General Projects Facts:**

**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 Subdivision 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.

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), the applicant be subject to the conditions of approval listed in section "J" of this report, as well as any additional conditions by the Council 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. Proposed Comprehensive Plan Analysis:**

The Kuna City Council 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. Proposed 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 / 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 / is not** likely to cause adverse public health problems.

**Comment:** *The proposed subdivision of the property appears to follows 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 Council 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 it adjacent to two Principle arterial roads.*

6. Based on the evidence contained in Case No's 19-07-ZC and 19-03-S, **do/do not** adequately comply with Kuna City Code.
7. Based on the evidence contained in Case No's 19-07-ZC and 19-03-S generally **do/do not** comply with Kuna's Zoning Code.

**I. Recommendation to Council:**

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.

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

**J. Proposed Order of Decision by the Council:**

**19-07-ZC (Rezone), and 19-03-S (Preliminary Plat),** *Note: This proposed motion is for **approval, conditional approval, or denial.** If the Council wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.*

Based on the facts outlined in staff's memo, the Comp Plan, City Code, the record before the Council, the applicant's presentation, public testimony and discussion during the public hearing by the Kuna City Council of Kuna, Idaho, the Council hereby **approves / conditionally approves / denies** 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 listed below:

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. 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.
13. 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
14. 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.



City of Kuna

City Council

Proposed Findings of Fact and Conclusions of Law

Public Hearing Case No. 19-07-ZC (Rezone) & 19-03-S (Pre-Plat)
P.O. Box 138
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 City Council hereby approves/conditionally approves/denies 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 City Council approves/conditionally approves/denies the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.

Comment: The Kuna City Council held a public hearing on the subject applications on December 17, 2019, to hear from City staff, the applicant and to accept public testimony. The decision by the Council is based on the application, staff report and public testimony, both oral and written.

- 2. Based on the evidence contained in Case No's 19-07-ZC and 19-03-S, this proposal does/does not generally comply with the Comprehensive Plan and City Code.

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

- 3. Based on the evidence contained in Case No's 19-07-ZC and 19-03-S, this proposal does/does not generally comply with the City Code.

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

- 4. The Kuna City Council has the authority to approve/deny Case No's 19-07-ZC and 19-03-S.

Comment: On December 17, 2019, the Council voted for approval/conditional approval/denial 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.

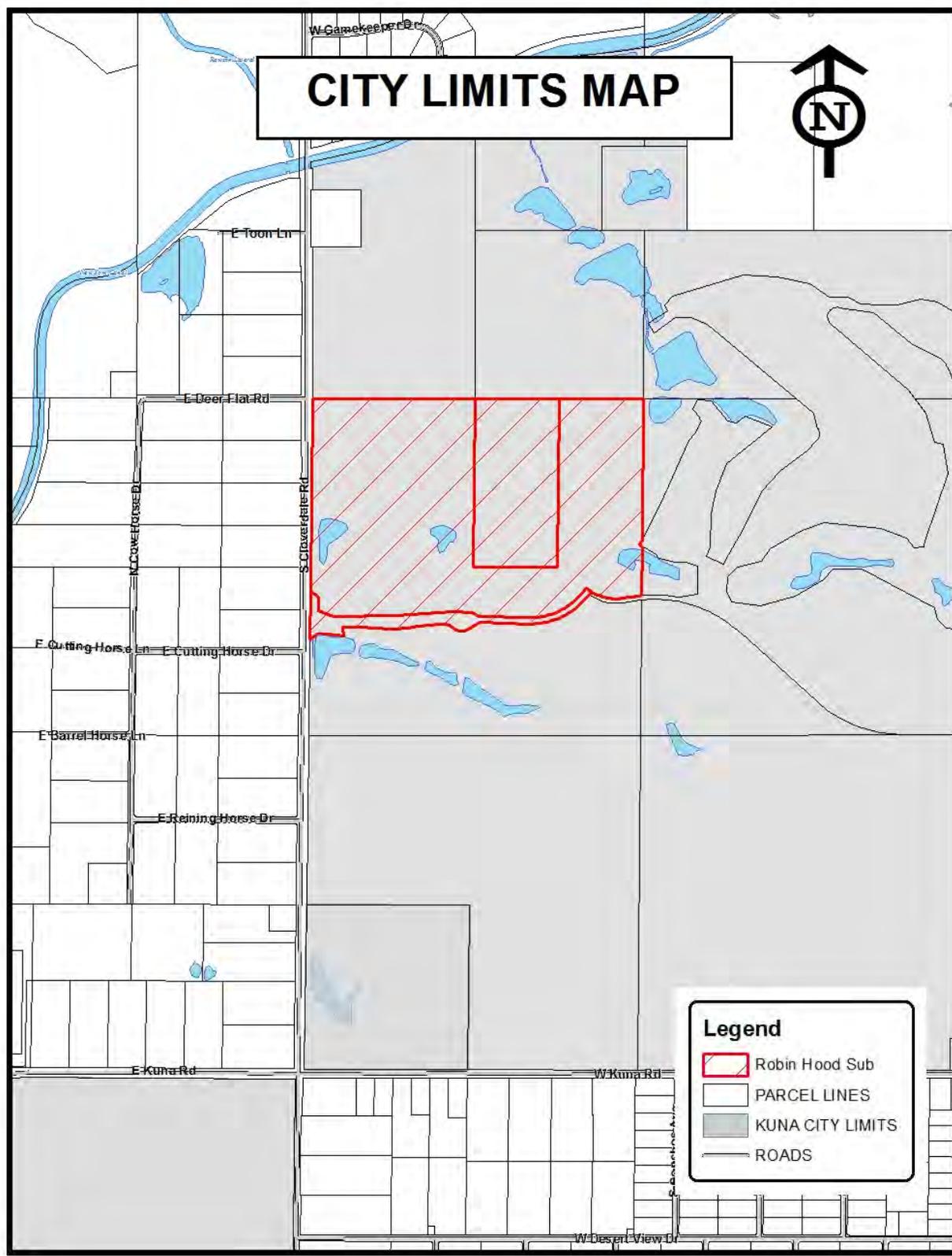
Comment: Neighborhood Notices were mailed out to residents within 450-FT of the proposed project site on December 6, 2019 and a legal notice was in the Kuna Melba Newspaper on November 20, 2019. The applicant placed a sign on the property on December 6, 2019.

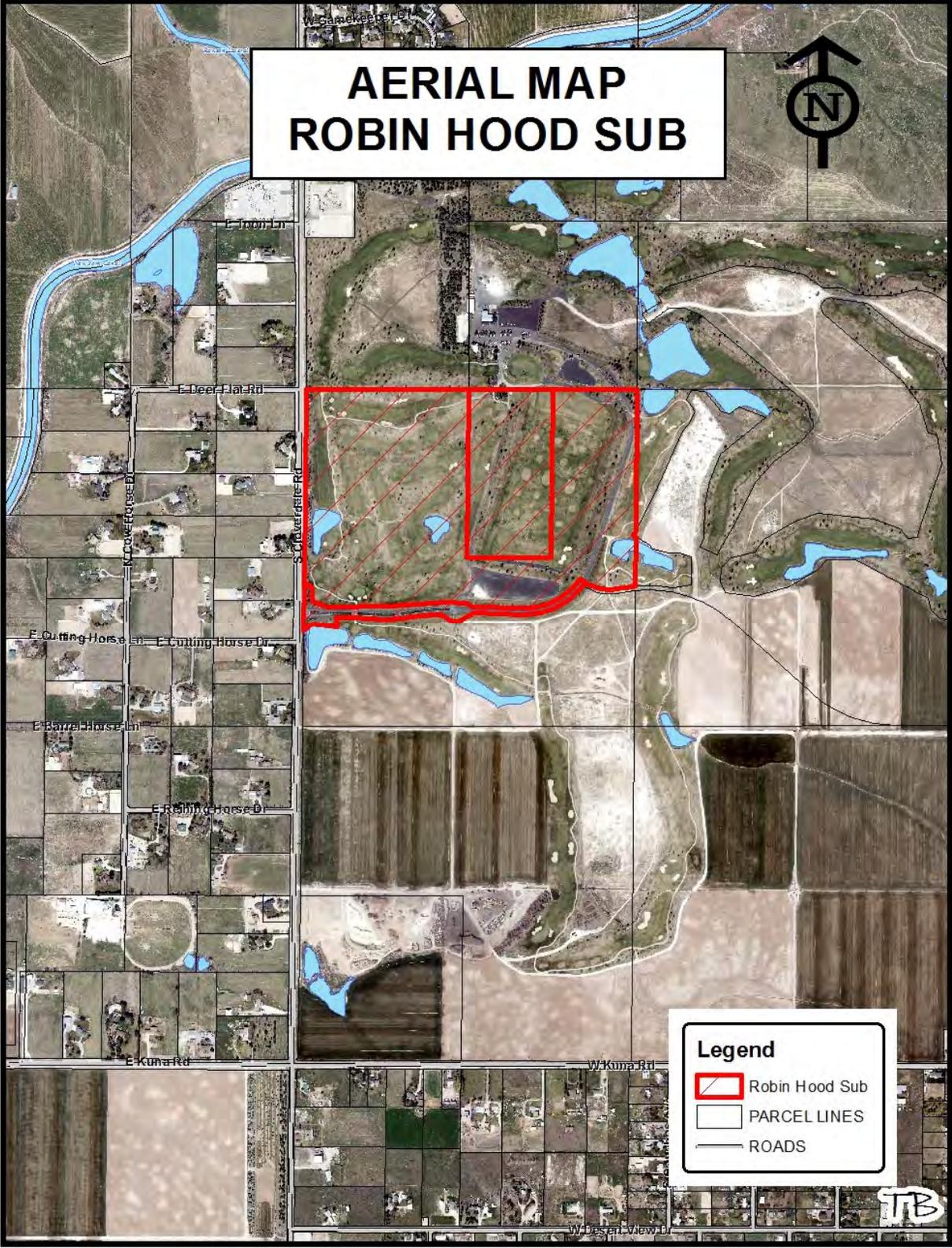
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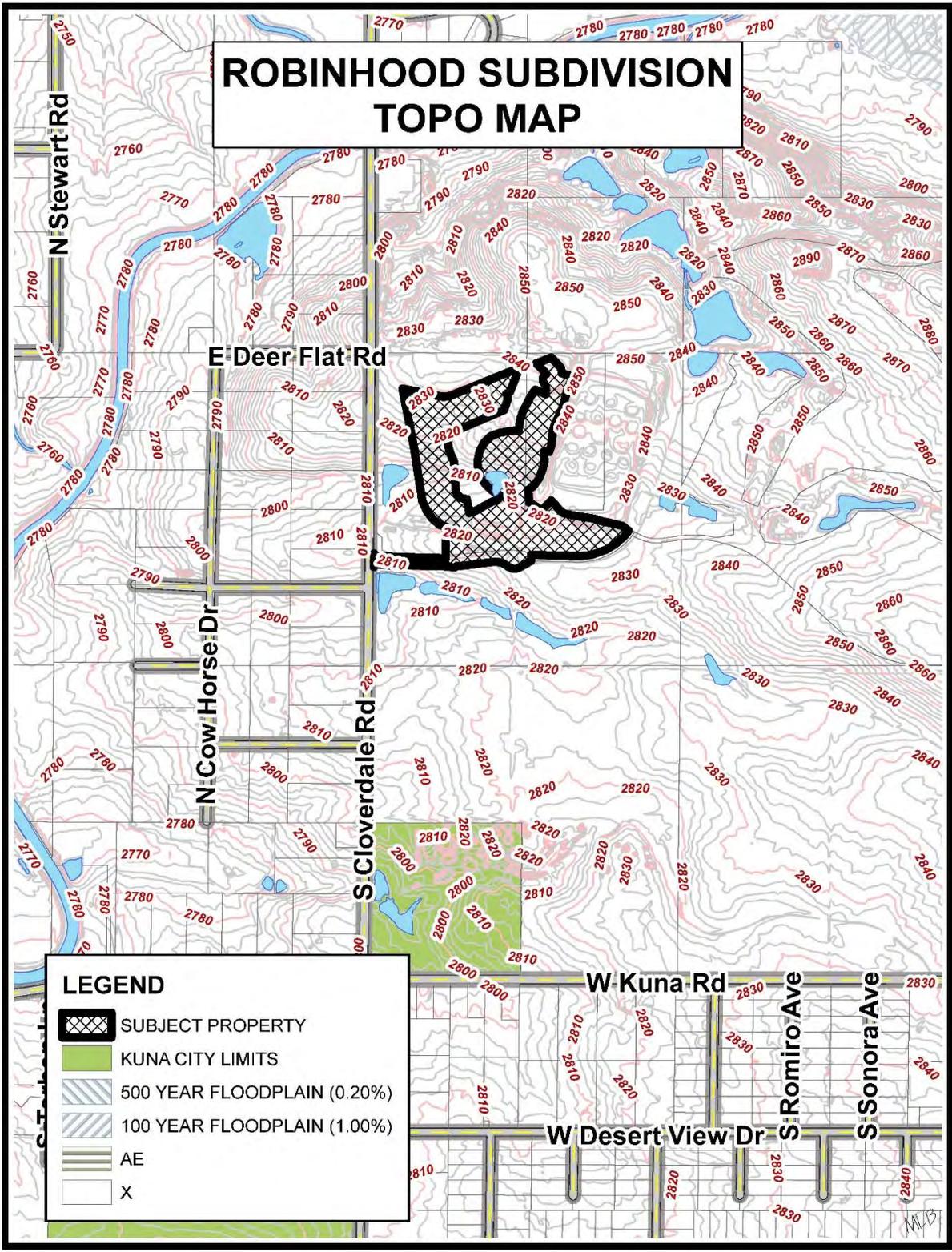
Joe Stear, Mayor
Kuna City

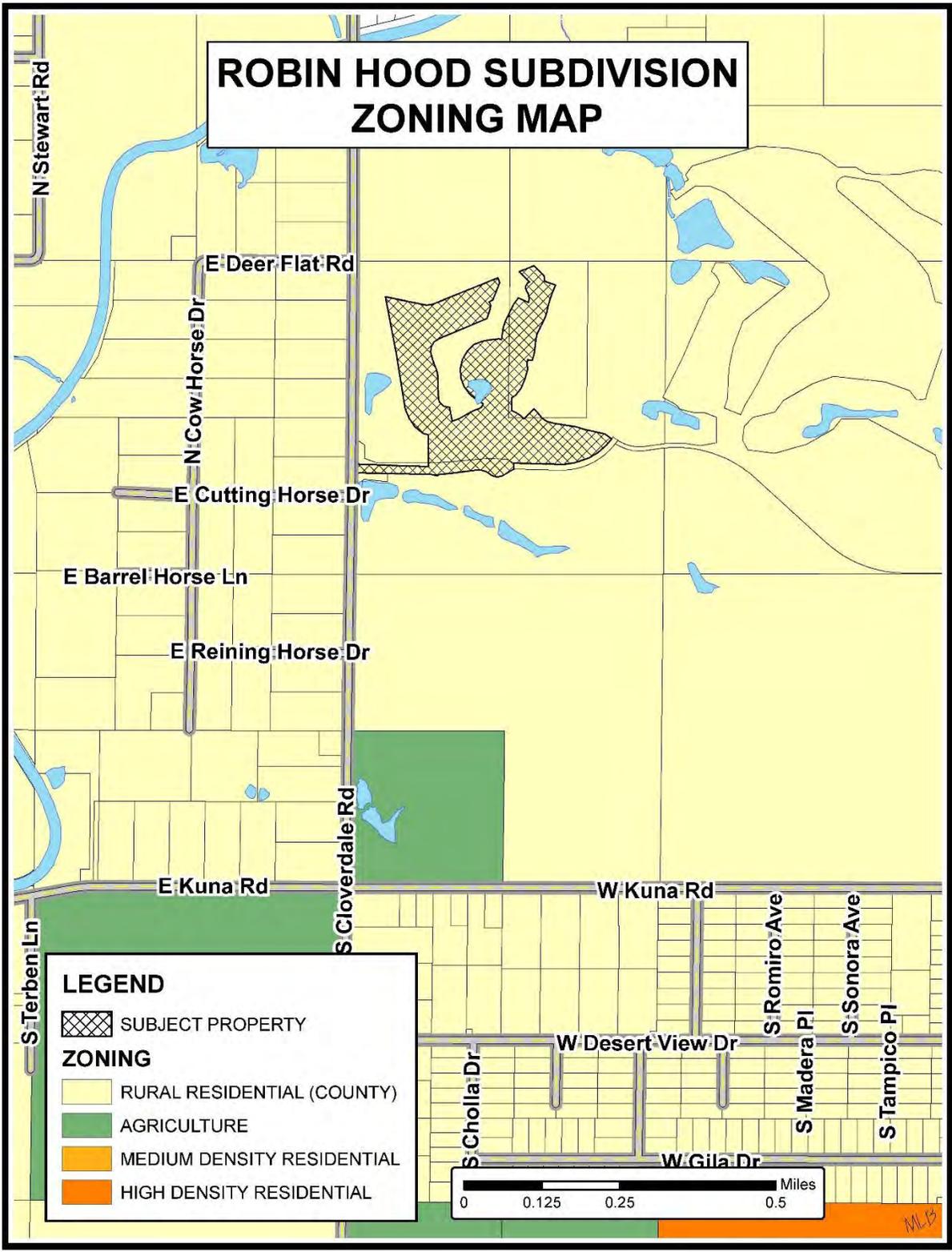
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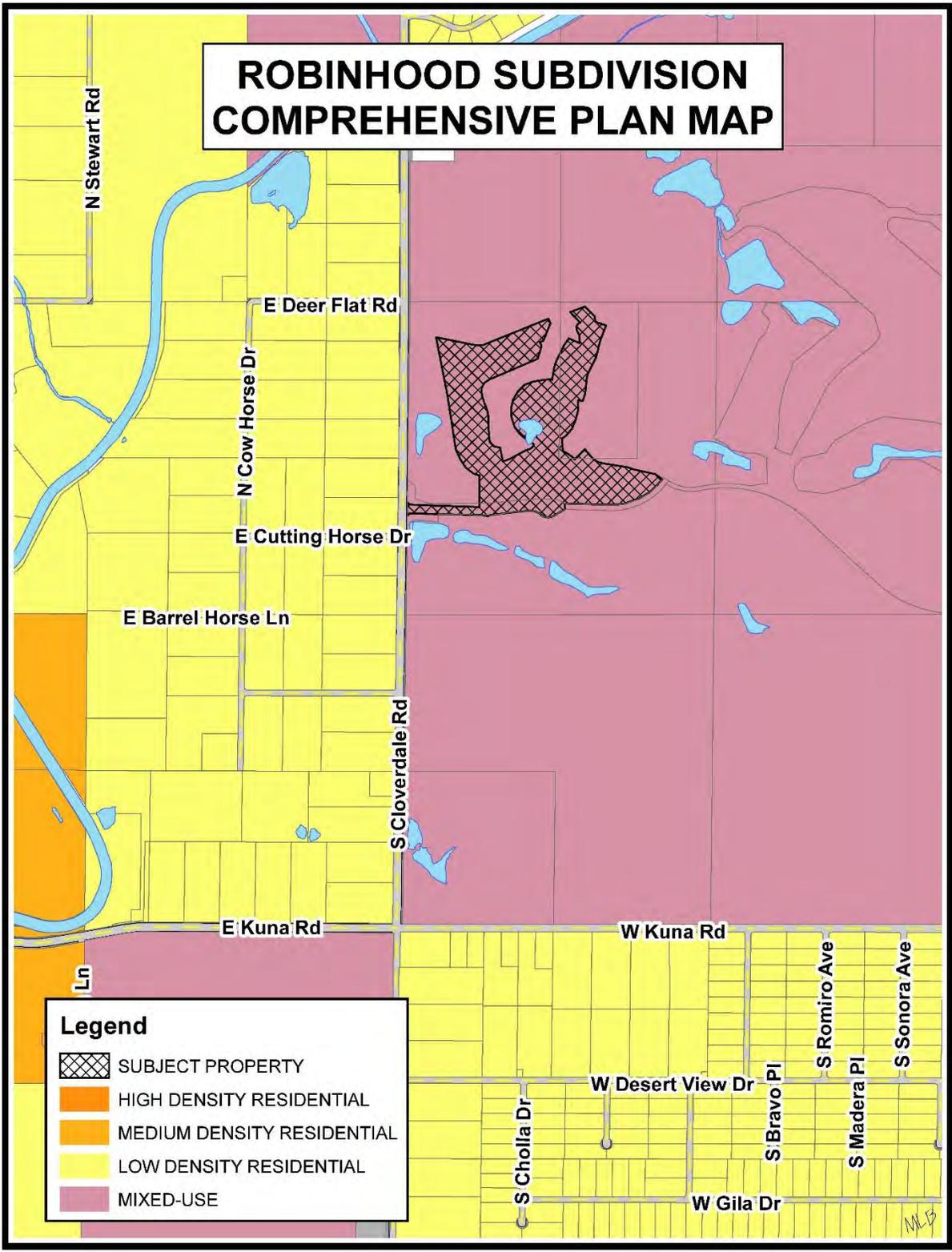
Chris Engels
Kuna City Clerk

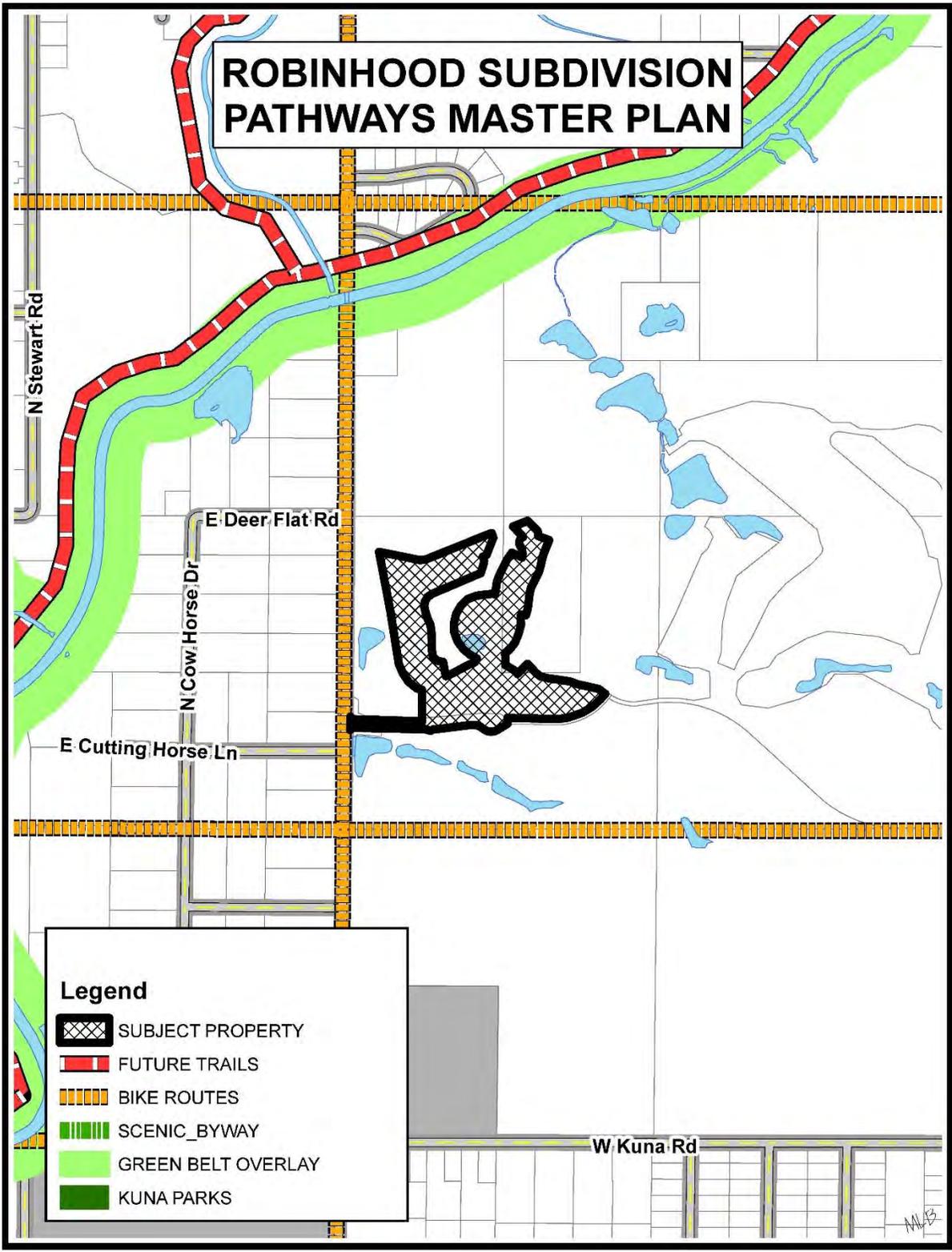


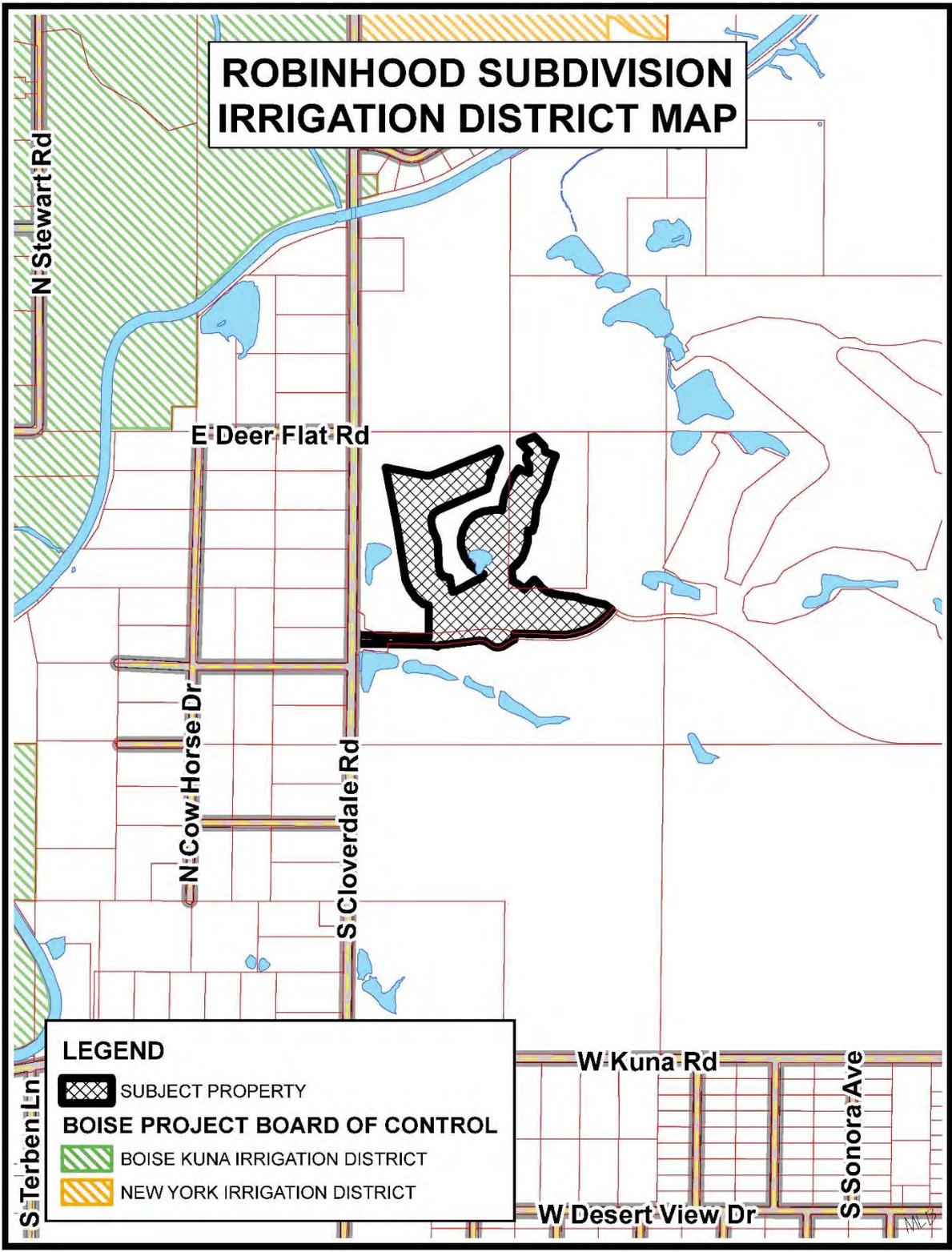


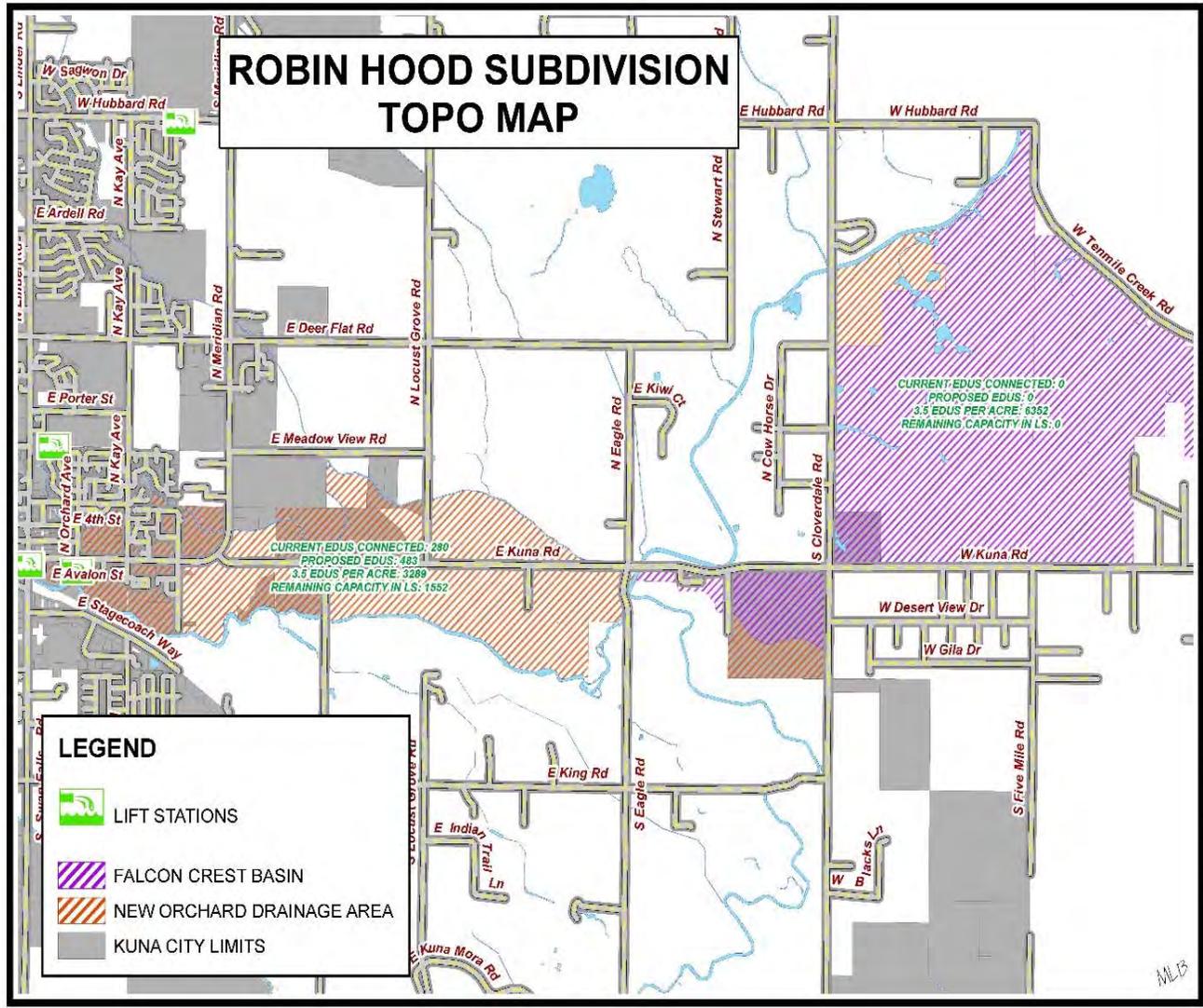


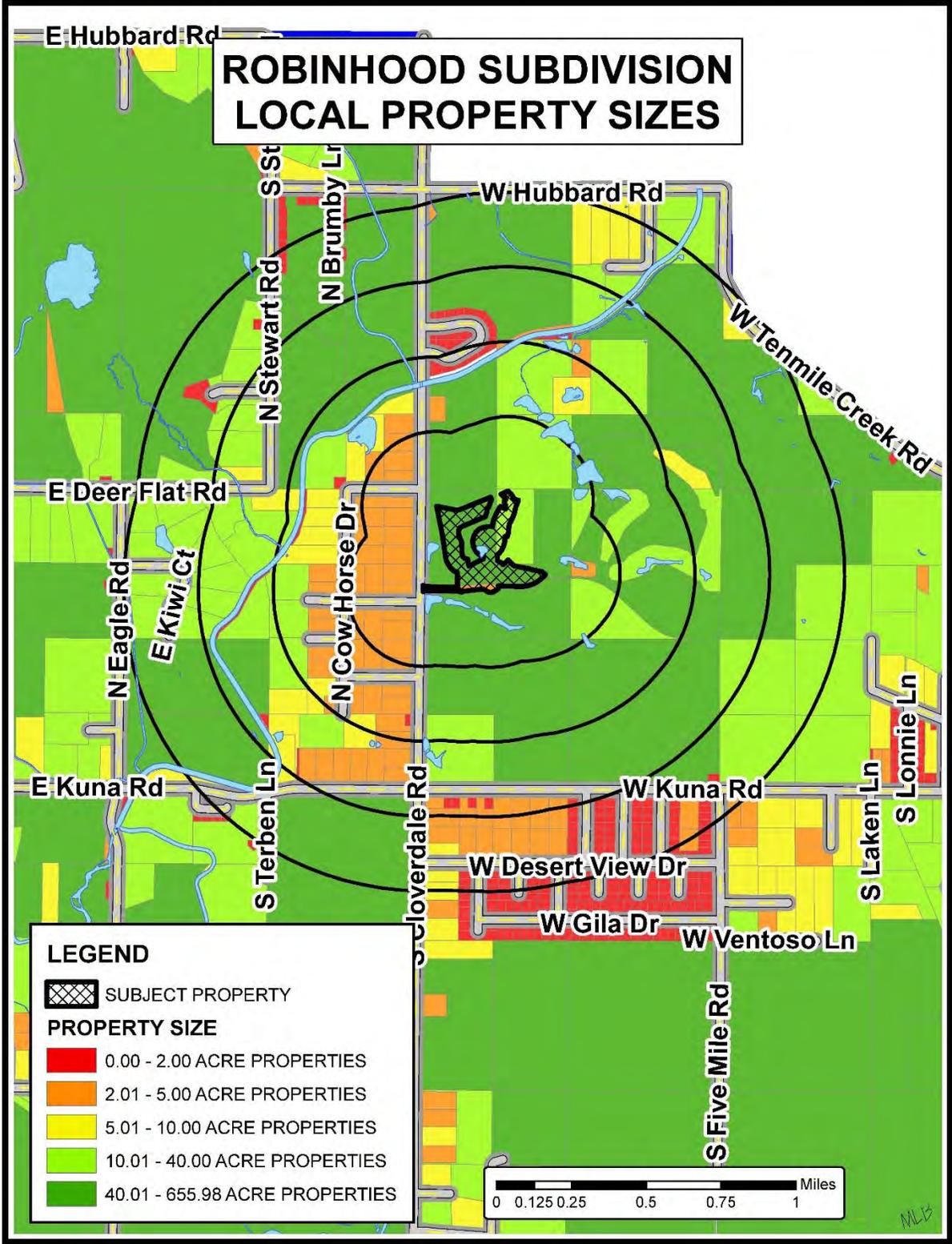


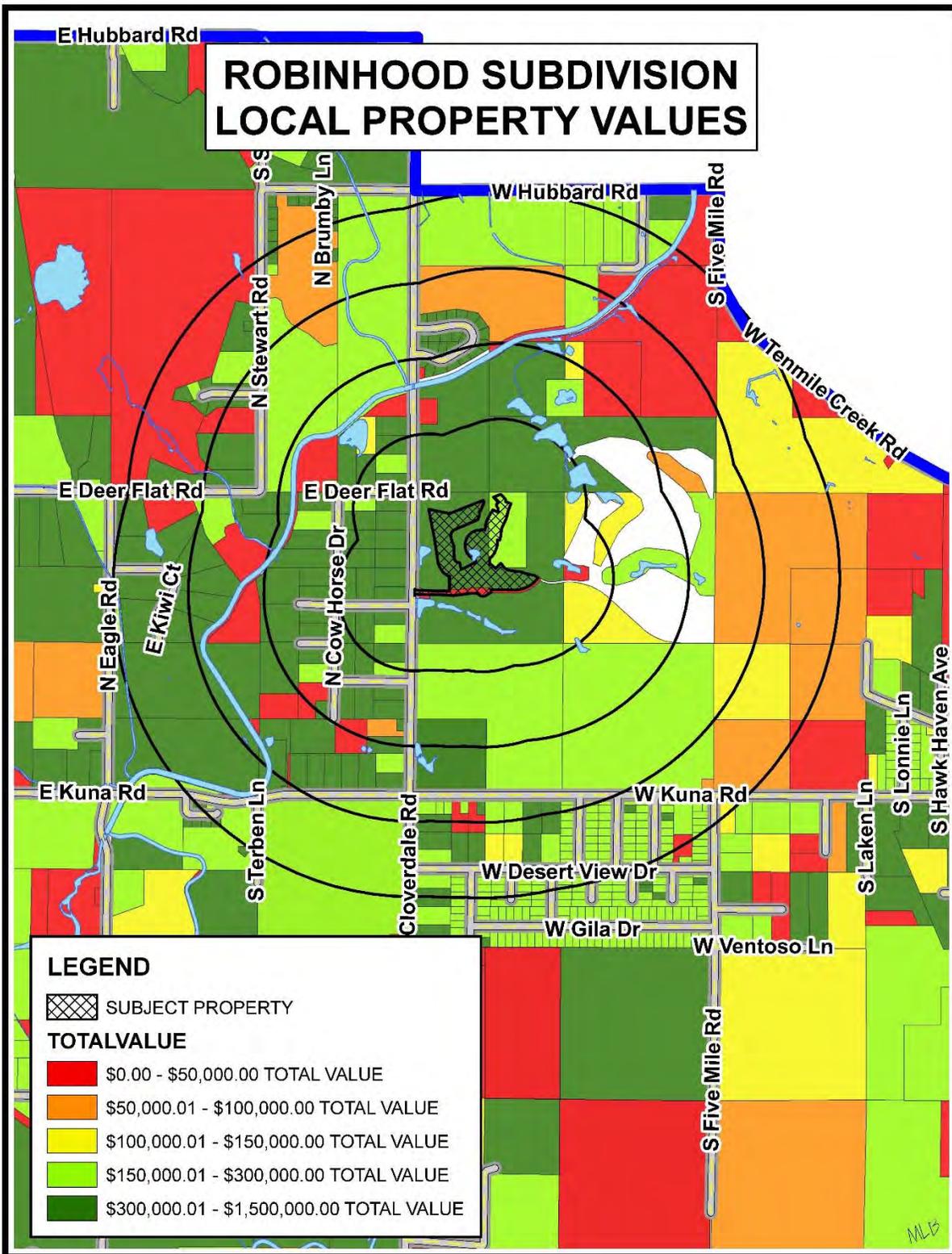














May 9, 2019

Wendy Howell, PCED  
Planning and Zoning Director  
City of Kuna  
751 W. 4<sup>th</sup> Street  
Kuna, Idaho 83634

**RE: ROBINHOOD SUBDIVISION –PRELIMINARY PLAT**

Dear Ms. Howell:

On behalf of our client, M3 ID Falcon Crest, LLC, please accept this request for the Preliminary Plat for Robinhood Subdivision. The proposed development is located on the east side of S. Cloverdale Road immediately adjacent to the existing Falcon Crest Golf Course. The subject property has been annexed into the City of Kuna and received R-6 zoning; this application is for a Preliminary Plat only. The address for the subject property is 11102 S Cloverdale Rd, Kuna, Idaho. The development includes 36.72 acres.

**Preliminary Plat**

The Preliminary Plat for Robinhood Subdivision consists of 36.72 acres, includes 116 residential lots, 17 common lots, 2 golf lots, and 2 common driveway lots. The common area will include 4.89 acres making up 13.3% of the platted area, and the golf lots will include an additional 2.76 acres making up 8.0% of the platted area. The average lot size is 7,477 S.F and the residential density is 3.44 dwelling units per acre. All lots meet dimensional standards approved through the existing PUD. The property has existing R-6 zoning.

The Falcon Crest Masterplan identifies the Robinhood Subdivision area as “Golf Village A”; the subject area was originally approved through the PUD for 128 units and a density of 4.0 dwelling units per acre. 116 units are proposed for Robinhood Subdivision; the 12 units not utilized in Golf Village A will be shifted to one of the future Village areas.

The existing 9 hole Robinhood course will be removed when Robinhood Subdivision is constructed; a new 9 hole golf course will be constructed adjacent to Robinhood Subdivision.

**Existing Entitlements**

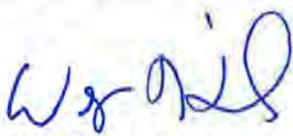
In 2018, the Falcon Crest development was annexed into the City of Kuna; the Robinhood Subdivision parcels were included in this annexation. A Development Agreement and Planned Unit Development were approved for the subject property as a part of the annexation and zoning for Falcon Crest. The proposed Preliminary Plat for Robin Hood complies with the underlying zoning and PUD that were approved for the subject property through the Falcon Crest entitlements.

**Development Schedule**

Development is planned to proceed immediately following project and engineering approvals. We anticipate developing 1-2 phases a year until the project is completed. It is anticipated that construction will start on this development by the end of 2019 and that the project will be construction in 2-3 phases over the next three years. A phasing plan is included as a part of this application.

The enclosed applications have been submitted in accordance with the requirements of the City of Kuna and will comply with all applicable local, state and federal requirements. 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.**



Wendy Shrief, AICP



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

## Commission & Council Review Application

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

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

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

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

For Office Use Only	
File Number (s)	19-03-S, & 19-14-DR 19-07-ZC
Project name	Robinhood Sub.
Date Received	5.16.2019
Date Accepted/ Complete	6.08.2019
Cross Reference Files	
Commission Hearing Date	08.13.2019
City Council Hearing Date	

### Contact/Applicant Information

Owners of Record: <u>Falcon Crest, LLC</u>	Phone Number: _____
Address: <u>2528 N Cloverdale Rd</u>	E-Mail: _____
City, State, Zip: <u>Boise, ID 83713</u>	Fax #: _____
Applicant (Developer): <u>M3 Companies</u>	Phone Number: <u>939-6263</u>
Address: <u>1087 W River Street, Suite 310</u>	E-Mail: <u>mtate@m3companiesllc.com</u>
City, State, Zip: <u>Boise, ID 83702</u>	Fax #: _____
Engineer/Representative: <u>JUB Engineers, Scott Wonders</u>	Phone Number: <u>376-7330</u>
Address: <u>250 S Beechwood Ave, Suite 201</u>	E-Mail: <u>swonders@jub.com</u>
City, State, Zip: <u>Boise, ID 83709</u>	Fax #: _____

### Subject Property Information

Site Address: <u>11102 S Cloverdale Rd, Kuna, ID</u>
Site Location (Cross Streets): <u>S. Cloverdale Road adjacent to Falcon Crest Golf Course</u>
Parcel Number (s): <u>S1422212410; S142212000; S1422233700</u>
Section, Township, Range: <u>Section 22, T2N, R1E, BM</u>
Property size : <u>36.72 ac.</u>
Current land use: <u>Golf Course and Vacant Properties</u> Proposed land use: <u>Residential</u>
Current zoning district: <u>R-6</u> Proposed zoning district: <u>N/A</u>

**Project Description**

Project / subdivision name: Robinhood 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): Amenities will be included in future phases

**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: 116 Number of building lots: 116  
 Number of common and/or other lots: 21  
 Type of dwellings proposed:  
 Single-Family \_\_\_\_\_  
 Townhouses \_\_\_\_\_  
 Duplexes \_\_\_\_\_  
 Multi-Family \_\_\_\_\_  
 Other \_\_\_\_\_

Minimum Square footage of structure (s): Unknown at this time  
 Gross density (DU/acre-total property): 3.44 Net density (DU/acre-excluding roads): 5.83  
 Percentage of open space provided: 13.3% Acreage of open space: 4.89 acres + 2.76 ac. golf lots  
 Type of open space provided (i.e. landscaping, public, common, etc.): Landscaping buffers, common areas with landscaping and amenities.

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

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

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

Proposed Lighting: N/A  
 Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): N/A

Applicant's Signature: W. G. Adell Date: 5/10/19









**PLANT MATERIAL LEGEND**

Sym. Plant Name Size

- Existing Tree To Be Relocated/Remain? Varies
- Class I Trees**
- Cercis canadensis* Eastern Redbud 2' 8&8
- Cornus florida* Flowering Dogwood 2' 8&8
- Prunus cerasifera* 'Newport' Newport Purple Leaf Plum 2' 8&8
- Pyrus calleryana* 'Chanticleer' Callery Pear 2' 8&8
- Class II Trees**
- Acer truncatum* x *Norwegian sunset* Norwegian Sunset Maple 3' 8&8
- Acer x fremantii* 'October Glory' October Glory Maple 3' 8&8
- Gladiolus triacanthus* var. *inermis* 'Skyline' Skyline Honey Locust 3' 8&8
- Tilia americana* 'Little Leaf' Little leaf Linden 3' 8&8

**Shrubs**

- Berberis thunbergii* 'Crimson Pygmy' Crimson Pygmy Japanese Barberry 5 Gal.
- Buddleia davidii* 'Black Knight' Black Knight Butterfly Bush 5 gal.
- Buddleia davidii* 'Peach Cobbler' Peach Cobbler Butterfly Bush 5 gal.
- Caryopteris x elandensis* 'Dark Knight' Dark Knight Bluebeard 5 gal.
- Cornus sericea* 'Kelsey' Kelsey's Dwarf Red-Osier Dogwood 5 Gal.
- Euonymus alatus* 'Compactus' Burning Bush 5 Gal.
- Euonymus fortunei* 'Emerald 'n Gold' Emerald & Gold Euonymus 5 gal.
- Euonymus japonica* 'Aureo-Marginata' Gold Edge Euonymus 5 gal.
- Euonymus japonicus* 'microphyllus' Boxleaf Euonymus 5 Gal.
- Euonymus japonicus* 'Silver King' Silver King Euonymus 5 Gal.
- Euonymus kianschovicus* 'Manhattan' Manhattan Euonymus 5 Gal.
- Perovskia atriplicifolia* Russian Sage 5 Gal.
- Phytolita x fraseri* Fraser's Phytolita 5 gal.
- Pinus pungens* 'Globosa' Globosa Spruce 15 gal.
- Pinus mugo* 'pumilio' Mugo Pine 15 Gal.
- Rosa x 'Noare'* Flower Carpet TM Red Rose 5 Gal.
- Rosa x 'Noalesa'* Flower Carpet Yellow Rose 5 Gal.
- Rosa x 'Noala'* Flower Carpet Coral Rose 5 Gal.
- Spiraea x humalda* 'Goldflame' Gold Flame Spirea 5 gal.
- Spiraea japonica* 'Little Princess' Little Princess Spirea 5 gal.
- Syringa vulgaris* 'Charles Joly' Charles Joly Lilac 5 gal.
- Syringa vulgaris* 'Ludwig Spaeth' Ludwig Spaeth Lilac 5 gal.
- Weigela florida* 'Wine and Roses' Wine and Roses Weigela 5 gal.

**Groundcovers**

- Ceratostigma plumbago* Dwarf Plumbago 3 Gal.
- Erica x darleyensis* 'Kramer's Rose' Kramer's Red Winter Heath 3 Gal.
- Erica x darleyensis* 'Mediterranean White' Mediterranean White Heath 3 Gal.
- Taxus cuspidata* 'Monlo' Emerald Spreader 3 Gal.

**Grasses**

- Calamagrostis x acutiflora* 'Overdam' Overdam Feather Reed Grass 5 Gal.
- Helictotrichon sempervirens* Blue Oat grass 5 Gal.
- Miscanthus sinensis* 'Gracillimus' Maiden Grass 5 Gal.
- Pennisetum alopecuroides* 'Little Bunny' Little Bunny Fountain Grass 5 Gal.

**Perennials**

- Coreopsis* 'Zagreb' Zagreb Coreopsis 3 gal.
- Echinacea purpurea* 'Magnus' Magnus Purple Coneflower 3 gal.
- Geum* 'Blazing Sunset' Blazing Sunset 3 gal.
- Hemerocallis* 'Happy Returns' Daylily Happy Returns 3 gal.
- Lavandula angustifolia* 'Munstead' Lavender Munstead 3 Gal.
- Rudbeckia fulgida* var. *sullivantii* 'Goldsturm' Goldsturm Black Eyed Susan 3 gal.
- Scalum spectabile* 'Autumn Fire' Autumn Fire Stonecrop 3 gal.
- Scalum spectabile* 'Autumn Joy' Autumn Joy Stonecrop 3 gal.
- Scalum spectabile* 'Venox' Venox Stonecrop 3 gal.
- Veronica spicata* 'Red Fox' Red Fox Veronica 3 gal.

**MASS PLANTING**

- Sym. Description
- SODDED FESCUE TURF

**INERTS**

- Sym. Description
- MULCH, 3" LAYER, COLOR: PREMIUM BLEND



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.  
250 S. Beechwood Ave.  
Suite 201  
Boise, ID 83709-0944

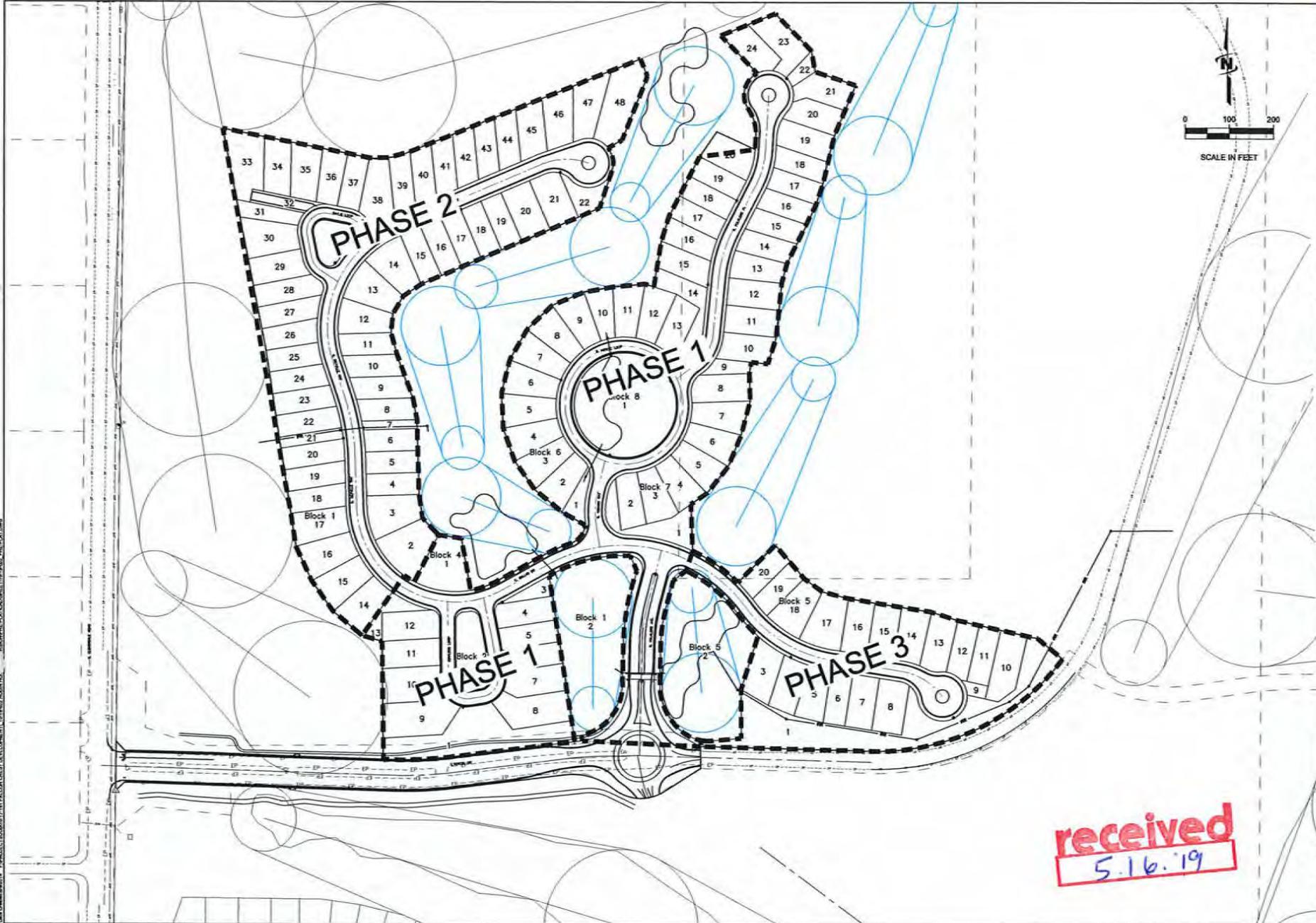
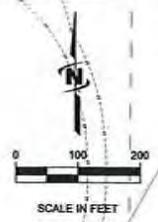
Phone: 208.376.7330  
www.jub.com

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ROBIN HOOD SUBDIVISION  
KUNA, ADA COUNTY, IDAHO

PHASING PLAN

FILE: 19-0429 PRE-PLAT  
JOB PROJ # 19-0429  
CHECKED BY: [Signature]  
DESIGN BY: [Signature]  
DATE: 5/16/19  
SHEET NUMBER: 1



received  
5.16.19

Plot Data: 05/16/19 1:14 PM, Plotted By: David Lawrence, JUB ENGINEERS, INC., 250 S. Beechwood Ave., Suite 201, Boise, ID 83709-0944



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:** 12 July 2019  
**From:** Paul A. Stevens, P.E.  
**To:** Wendy Howell, Planning and Zoning Director  
**RE:** Robinhood Preliminary Plat – 19-03-S & Design Review Landscaping – 19-14-DR

The Robinhood Preliminary Plat and design review (landscaping) request dated 16 May 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 and as provided in the Falcon Ridge Development Agreement. These comments apply to the preliminary plat and do not address the landscaping design review request. The design review request rests with the Planning and Zoning Department. Review of civil design drawings is accomplished separately, when received.

Recommendation: proceed with the Preliminary Plat consistent with the enclosed comments. These comments may be expanded or refined based on future land-use actions. The following comments apply:

**1. General**

- a. Robinhood Subdivision is zoned R6, contains 36.72 Acres, 2 golf lots, 2 common driveway lots, 17 common lots and 116 residential lots. A commensurate impact on the City of Kuna's water and sewer utilities will result.
- b. Access to Robinhood Subdivision is from South Cloverdale Road.
- 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.

## Exhibit B 1a

### 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 justly certify to DEQ 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. The current inspection fee is \$1.00 per lineal foot of sewer, water and pressure irrigation pipe and payment is due and payable prior to City's approval of final construction plans.

### 3. Right-of-Way

- a. Robinhood Subdivision accesses from South Cloverdale Road.
- a. Sufficient right-of-way on the quarter line and section line for existing and future classified streets should be provided pursuant to City & ACHD standards.
- b. Approaches onto classified streets must comply with ACHD approach policies.
- c. It is recommended that sidewalk, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, are provided in connection with property development.
- d. Robinhood Subdivision is part of a planned unit development (PUD). Streets shall be constructed, owned, and maintained by Falcon Crest Development its successors, heirs, and assigns.
- e. All street construction must meet or exceed ACHD and City of Kuna development standards.
- f. Developer shall provide sufficient access and maintenance easements to allow city access to and maintenance of the sewer and water main lines.

### 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. In this case, the 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.

### 5. Pressurized Irrigation

- a. The applicant's property is not connected to the City 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 Falcon Crest development in accordance with their Development Agreement with the City of Kuna.
- c. All pressurized irrigation infrastructure shall meet or exceed City of Kuna standards.
- d. It is recommended that this application be conditioned to conform to the Pressure Irrigation Master Plan where applicable.

## 6. Grading and Storm Drainage

The following provisions apply to Robinhood 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. 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. In the alternative, offsite disposal of storm water in excess of historical rates or conditions of disposal at locations different than provided historically, approval of the operating entity is required. The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of any private disposal system.
- e. If impervious area is increased, provide a storm water disposal plan acceptable to the City Engineer which accounts for the increased storm water drainage. Provide detail 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.



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  
208-287-1727

## REZONE REVIEW MEMORANDUM

**Date:** 3 October 2019  
**From:** Paul A. Stevens, P.E.  
**To:** Wendy Howell, Planning and Zoning Director  
**RE:** Robinhood Subdivision Rezone 19-07-ZC

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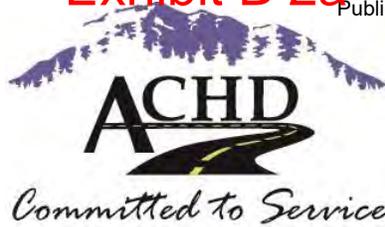
The Robinhood Subdivision Rezone request by M3 ID Falcon Crest, LLC, dated September 19, 2018 has been reviewed. No preliminary plat was provided. The following narrative is limited to the rezone request. A discussion regarding the availability of city utility services (pressurized irrigation, sewer, & water) will accompany the preliminary plat when submitted.

### 1. General

- a) This rezone request transfers approximately 25.08 Acres from zone R-12 to zone R-6.
- b) Less dense properties are less burdensome to the city's infrastructure.
- c) The property is located at the North East Corner of the intersection of Cloverdale and Kuna Roads.
- d) With the addition of this property into the corporate limits of Kuna and its potential connection to pressurized irrigation, sewer, and water utilities, this property will be placing demand on constructed facilities and on water rights provided by others. It is expected that this property transfer to the City, at time of connection, all conveyable water rights by deed and "Change of Ownership" form from IDWR. The domestic water right associated solely with a residence and 1/2 acre or less is not conveyable. The water right held in trust by an irrigation district is also not conveyable.
- e) A plan approval letter will be required if this project affects any local irrigation districts or its facilities.
- f) The City reserves the right of prior approval to all agreements involving the applicant, successors & assigns and the irrigation or drainage district related to the property of this application and any attempt to abandon surface water rights.
- g) R-6 is defined as six dwellings per net acre. Or about 7,260 square feet per lot. This is considered medium density development by the City of Kuna.

### 2. Property Description

- a) The applicant provided a metes and bounds property description (legal description) of the subject parcel with illustrations. A specific subdivision was not provided.



Rebecca W. Arnold, President  
Mary May, 1<sup>st</sup> Vice-President  
Sara M. Baker, 2<sup>nd</sup> Vice-President  
Jim D. Hansen, Commissioner  
Kent Goldthorpe, Commissioner

September 26, 2019

To: Mark Tate  
M3 Companies  
1087 W. River Street Suite 310  
Boise, ID 83702

Subject: KPP19-0003 / 19-03-S  
11102 S. Cloverdale Road  
Robinhood Subdivision

On September 25, 2019, the Ada County Highway District acted on your application for the above referenced project. The attached report includes site specific conditions of approval.

If you have any questions, please feel free to contact me at (208) 387-6335.

Sincerely,

Austin Miller  
Planner II  
Development Services

cc: City of Kuna, via e-mail  
JUB Engineers (Scott Wonders), via e-mail



**Project/File:** **Robinhood Subdivision / KPP19-0003 / 19-03-S**  
 The applicant is requesting preliminary plat approval for 116 single family residential lots and 21 common lots on 36.7-acres. The site is located within the Falcon Crest Master Plan planning area and is located on the east side of Cloverdale Road north of Kuna Road in Kuna, Idaho.

**Lead Agency:** City of Kuna

**Site address:** 11102 S. Cloverdale Road

**Commission Approval:** September 25, 2019

**Applicant:** Mark Tate  
 M3 Companies  
 1087 W. River Street Suite 310  
 Boise, ID 83702

**Representative:** Scott Wonders  
 JUB Engineers  
 250 W. Beechwood Ave. Ste. 201  
 Boise, ID 83709

**Staff Contact:** Austin Miller  
 Phone: 387-6335  
 E-mail: [amiller@achdidaho.org](mailto:amiller@achdidaho.org)



## A. Findings of Fact

- Description of Application:** The applicant is requesting preliminary plat approval for 116 single family residential lots and 21 common lots on 36.7-acres located in Kuna, Idaho. The site is currently zoned R-6 and the proposed use is consistent with the City of Kuna's comprehensive plan designation of mixed use.
- Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Medium Low Density Residential	R-6
South	Medium Low Density Residential	R-6
East	Medium Low Density Residential	R-6
West	Rural Residential	RR
- Site History:** ACHD previously reviewed this site as a portion of the Falcon Crest Master Plan Community in September 2018. The requirements of this staff report are consistent with those of the prior action. The proposed subdivision is phase 2 of the Falcon Crest Master Plan.

4. **Adjacent Development:** The following developments are pending or underway in the vicinity of the site:
  - Falcon Crest Subdivision (Phase 1 of Falcon Crest Master Plan), consisting of 409 single family residential lots and 1 commercial lot is located immediately south of the site and was approved by ACHD in December 2018.
5. **Transit:** Transit services are not available to serve this site.
6. **New Center Lane Miles:** The proposed development includes 2.6 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):**
  - Cloverdale Road is listed in the CIP to be widened to 3-lanes from Columbia Road to Kuna Road between 2031 and 2035.
  - The intersection of Cloverdale Road and Columbia Road is listed in the CIP to be reconstructed as a single lane roundabout with a westbound right turn bypass lane between 2026 and 2030.

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

1. **Trip Generation:** This development is estimated to generate 1,182 additional vehicle trips per day; 116 additional vehicle trips per hour in the PM peak hour, based on the traffic impact study.

2. **Traffic Impact Study**

Kittelson & Associates prepared a traffic impact study for the proposed Robinhood Subdivision. Below is an executive summary of the findings **as presented by Kittelson & Associates**. The following executive summary is **not the opinion of ACHD staff**. ACHD has reviewed the submitted traffic impact study for consistency with ACHD policies and practices and may have additional requirements beyond what is noted in the summary. ACHD Staff comments on the submitted traffic impact study can be found below under staff comments.

**Recommendations:** Based on the findings and conclusions, recommendations are provided for the buildout of the Robinhood subdivision. The analysis found that no off-site intersections require mitigation upon buildout of the Robinhood development under total traffic conditions.

### Robinhood Site Specific Recommendations

- Site Access A (Tiercel Drive) & Internal Roundabout
  - Construct the single-lane internal roundabout at its proposed location, with one entry and exit lane on each approach.
- Golf Course Access Road (Tiercel Drive)
  - Reconstruct roadway to ACHD collector roadway standards.
  - Provide a delineated crossing with approach signage for the golf cart path, located approximately 400-feet east of Cloverdale Road.
- Cloverdale Road and Golf Course Access Road (Tiercel Drive)
  - A southbound left-turn lane is warranted upon full buildout of Robinhood Subdivision, however, there is an existing two-way left-turn lane currently available at the intersection.

- Consideration to widen and lengthen the two-way left-turn is recommended if it can be done within the constraints.
- The following recommendations have been identified to ensure adequate sight distance at site access points, the internal roundabout, and internal roadways:
  - Remove miscellaneous vegetation and potential obstructions along Cloverdale Road as necessary to obtain and maintain adequate intersection sight distance.
  - The proposed north leg of the roundabout should match the existing elevation of Golf Course Access Road (Tiercel Drive) to ensure the best possible sight distance.
  - Shrubbery and landscaping near the internal intersections and the site access point should be maintained to ensure adequate sight distance.
  - If future widening occurs along Cloverdale Road, utility poles should be set back outside of the sight lines.

**Staff Comments/Recommendations:** ACHD District Traffic Services and Development Review staff has completed a review of the required traffic impact study and has found it to be in compliance with ACHD Policy and standards.

If Tiercel Drive is converted to a public street, as proposed, then the proposed pavement marking for golf cart path crossings will not be allowed.

Consistent with the TIS, the applicant should be required to widen and lengthen the two-way left-turn lane on Cloverdale Road at the intersection with Tiercel Drive. This improvement should be made prior to ACHD’s signature on the first final plat.

All study area intersections and roadway segments meet District level of service planning threshold standards under existing traffic, 2025 background traffic and 2025 build-out year total traffic conditions and no mitigation is required.

**3. Condition of Area Roadways**

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Cloverdale Road (Kuna Road to Hubbard Road)	1,900-feet	Minor Arterial	186	Better than “E”
Cloverdale Road (Hubbard Road to Columbia Road)	None	Minor Arterial	241	Better than “E”
Kuna Road	None	Minor Arterial	205	Better than “E”

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

**4. Average Daily Traffic Count (VDT)**

*Average daily traffic counts are based on ACHD’s most current traffic counts.*

- The average daily traffic count for Cloverdale Road between Kuna Road and Hubbard Road was 3,317 on November 28, 2018.
- The average daily traffic count for Cloverdale Road between Hubbard Road to Columbia Road was 4,743 on November 28, 2018.
- The average daily traffic count on Kuna Road between Cloverdale Road and Eagle Road was 3,774 on May 16, 2018.

## Exhibit B 2

### C. Findings for Consideration

#### 1. Cloverdale Road

a. **Existing Conditions:** Cloverdale Road is improved with 2-travel lanes (29-feet of pavement), and no curb, gutter or sidewalk abutting the site. There is a center left turn lane at the existing golf course entrance (private road). There is 81-feet of right-of-way for Cloverdale Road (45-feet from centerline).

b. **Policy:**

**Arterial Roadway Policy:** District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

**Master Street Map and Typology Policy:** District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

**Street Section and Right-of-Way Width Policy:** District 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).

**Minor Improvements Policy:** District Policy 7203.3 states that minor improvements to existing streets adjacent to a proposed development may be required. These improvements are to correct deficiencies or replace deteriorated facilities. Included are sidewalk construction or replacement; curb and gutter construction or replacement; replacement of unused driveways

with curb, gutter and sidewalk; installation or reconstruction of pedestrian ramps; pavement repairs; signs; traffic control devices; and other similar items.

**ACHD Master Street Map:** ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Cloverdale Road is designated in the MSM as a Rural Arterial with 3-lanes and on-street bike lanes, a 46-foot street section within 74-feet of right-of-way.

- c. **Applicant Proposal:** The applicant is not proposing any improvements to Cloverdale Road abutting the site.
- d. **Staff Comments/Recommendations:** The parcel being developed has 1,900-feet of frontage on Cloverdale Road, improvements should be constructed along the entire frontage.

The existing right-of-way exceeds the recommended right-of-way dedication listed in the MSM; however, staff recommends approval of the applicant's proposal to preserve 48-feet of right-of-way from the centerline of Cloverdale Road based on information provided in the submitted traffic impact study. The applicant should be required to dedicate right-of-way to total 48-feet from centerline on Cloverdale Road abutting the site.

Consistent with the TIS, prior to ACHD's signature on the first final plat the applicant should be required to widen and lengthen the two-way left-turn lane on Cloverdale Road at the intersection with Tiercel Drive.

The applicant should be required to construct a 5-foot wide detached concrete sidewalk located 42-feet from the centerline of Cloverdale Road abutting the site. The applicant should be required to provide a permanent right-of-way easement for detached sidewalks located outside of the dedicated right-of-way. Sidewalks should be designed meeting ADA Standards and meandering sidewalks are discouraged.

Additionally, the applicant should be required to widen the pavement on Cloverdale Road to 17-feet from centerline with a 3-foot wide gravel shoulder abutting the entire site.

The right-of-way dedication, pavement widening, and sidewalk construction should be completed prior to ACHD's signature on the 2<sup>nd</sup> preliminary plat.

- e. **Commission Action:** During the September 25, 2019 Commission meeting the ACHD Commission heard testimony from neighboring property owners regarding the current condition, traffic impacts and safety concerns on Cloverdale Road. The Commission required that improvements to Cloverdale Road be made with the first final plat. The Site Specific Conditions of Approval have been modified to address the Commission's approval.

## 2. Tiercel Drive

- a. **Existing Conditions:** No public streets exist internal to the site.

As part of the development of the original Falcon Crest Golf Course a 65-foot wide private road (proposed Tiercel Drive) was constructed with 20-foot wide sandstone center landscape islands and exists internal to the site. The existing private road intersects Cloverdale Road 235-feet north of Cutting Horse Drive and provides access to Falcon Crest Golf Club.

- 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 sidewalk 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.

**Landscape Medians Policy:** District policy 7206.5.14 states that landscape medians are permissible where adequate pavement width is provided on each side of the median to accommodate the travel lanes and where the following is provided:

- The median is platted as right-of-way owned by ACHD.
- The width of an island near an intersection is 12-feet maximum for a minimum distance of 150-feet. Beyond the 150-feet, the island may increase to a maximum width of 30-feet.
- At an intersection that is signalized or is to be signalized in the future, the median width shall be reduced to accommodate the necessary turn lane storage and tapers.
- The Developer or Homeowners Association shall apply for a license agreement if landscaping is to be placed within these medians.
- The license agreement shall contain the District's requirements of the developer including, but not limited to, a "hold harmless" clause; requirements for maintenance by the developer; liability insurance requirements; and restrictions.
- Vertical curbs are required around the perimeter of any raised median. Gutters shall slope away from the curb to prevent ponding.

c. **Applicant Proposal:** The applicant is proposing to reconstruct the existing private road to meet ACHD standards and to dedicate it as a public street to ACHD; Tiercel Drive.

The applicant is proposing to construct Tiercel Drive as a 72-foot wide collector street section with two 26-foot wide travel lanes and a 20-foot wide center landscape island within 72-feet of right-of-way. The applicant is proposing detached sidewalks and vertical curb and gutter on the north and south sides of Tiercel Drive and has requested a modification of District policy to allow the existing sandstone curbing around the center landscape islands to remain, see attachment 3.



d. **Staff Comments/Recommendations:** The applicant’s proposal to reconstruct Tiercel Drive as a public collector road is allowed under meets District policy if a roadway is reconstructed meeting all ACHD policies and standard. In this case, staff is not supportive of the proposed modification of policy to allow the use of sandstone curbing around the landscape islands, as they currently sit on top of the roadway

District policy does not require the existing private street be converted to a public road (Tiercel Drive) and ACHD does not have to accept a road if it is not improved to meet public street standards. If the road cannot be reconstructed to meet ACHD standards, the road can remain as a private road.

The existing private road has been in place for over 15 years, and ACHD does not have any maintenance records. The roadway will be required to be reconstructed to meet ACHD standards. The existing sandstone landscape islands will need to be removed during the reconstruction of the roadway. The landscape medians will need to be modified to not exceed 12-foot wide within 150-feet of an intersection.

The proposal to retain and replace the sandstone curbing on top of the rebuilt roadway does not meet District policy or ISPWC specifications and should not be approved as proposed. The existing sandstone blocks are not secured and may become displaced during winter maintenance operations, posing safety and liability concerns. Additionally, the proposed blocks would allow water from the landscaped median into the base and subbase of the roadway more easily than standard curb, decreasing roadway life expectancy and increasing maintenance costs.

Although staff is not supportive of the applicant’s proposal, staff is exploring viable options that would allow sandstone blocks at the back of curb and would address ACHD concerns. This may include the use of rolled or vertical curb to address drainage and may include mortar between the blocks to address concerns regarding maintenance and safety. Staff recommends that we continue to work the applicant to come up with a design that is acceptable to ACHD and still allows use of the sandstone blocks. A license agreement will be required for the sandstone blocks.

If the applicant and staff cannot come to an agreement regarding a design for the sandstone blocks then standard vertical curb should be constructed on the center landscape islands on Tiercel Drive.

Consistent with District policy, the applicant should be required to construct Tiercel Drive with 21-foot wide travel lanes on each side of the center landscape island with concrete vertical curb, gutter and minimum 5-foot wide detached sidewalk on both sides of the street (or 7-foot wide

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concrete sidewalk if attached). The center landscape island should not exceed 12-feet wide within 150-feet of an intersection and should be dedicated as right-of-way.

If Tiercel Drive is converted to a public street, as proposed, then the proposed pavement marking for golf cart path crossings will not be allowed.

Tiercel Drive is anticipated to have a posted speed limit of 25 MPH.

### 3. Roundabout

- a. **Applicant's Proposal:** The applicant has proposed to construct a single lane mini roundabout at the terminus of Tiercel Drive.
- b. **Staff Comments/Recommendations:** Consistent with the TIS, staff recommends that a single lane mini roundabout be constructed at the terminus of Tiercel Drive. The roundabout should be designed to accommodate all turning movements and the center island and splitter islands should be mountable. The sidewalk at the roundabout should be detached or separated to discourage pedestrians from crossing within the roundabout outside of the designated crosswalks.

The applicant should follow the guidance provided in NCHRP 672 and will need to design the mini roundabout meeting the standards within ACHD's Roundabout Design Guide policy section 5188.

### 4. Internal Local Streets

- a. **Existing Conditions:** No public streets exist internal to 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.

**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.

**Cul-de-sac Streets Policy:** District policy 7207.5.8 requires cul-de-sacs to be constructed to provide a minimum turning radius of 45-feet; in rural areas or for temporary cul-de-sacs the emergency service providers may require a greater radius. Landscape and parking islands may be constructed in turnarounds if a minimum 29-foot street section is constructed around the island. The pavement width shall be sufficient to allow the turning around of a standard AASHTO SU design vehicle without backing. The developer shall provide written approval from the appropriate fire department for this design element.

The District will consider alternatives to the standard cul-de-sac turnaround on a case-by-case basis. This will be based on turning area, drainage, maintenance considerations and the written approval of the agency providing emergency fire service for the area where the development is located.

**Landscape Medians Policy:** District policy 7207.5.16 states that landscape medians are permissible where adequate pavement width is provided on each side of the median to accommodate the travel lanes and where the following is provided:

- The median is platted as right-of-way owned by ACHD.
- The width of an island near an intersection is 12-feet maximum for a minimum distance of 150-feet. Beyond the 150-feet, the island may increase to a maximum width of 30-feet.
- At an intersection that is signalized or is to be signalized in the future, the median width shall be reduced to accommodate the necessary turn lane storage and tapers.
- The Developer or Homeowners Association shall apply for a license agreement if landscaping is to be placed within these medians.
- The license agreement shall contain the District's requirements of the developer including, but not limited to, a "hold harmless" clause; requirements for maintenance by the developer; liability insurance requirements; and restrictions.
- Vertical curbs are required around the perimeter of any raised median. Gutters shall slope away from the curb to prevent ponding.

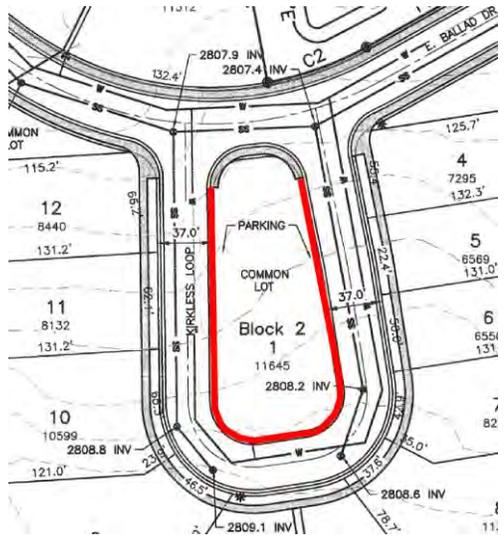
- c. **Applicant's Proposal:** The applicant is proposing to construct Folklore Avenue (north of Tiercel Drive) as a 56-foot street section with two 22-foot travel lanes, a 12-foot wide center landscape island, vertical curb, gutter and 5-foot wide detached concrete sidewalks within 60-feet of right-of-way.

The applicant is proposing to construct Ballard Court/Drive, Yeoman Way, Deville Court/Way and Folklore Place as 33-foot street sections with rolled curb, gutter and 5-foot wide concrete sidewalks within 47-feet of right-of-way.

The applicant is proposing to construct cul-de-sacs turnarounds with center islands and 48-foot radii at the terminus of Ballard Court, Deyville Court and Folklore Place.

The applicant is proposing to construct Kirkless Loop and Saylis Loop as 33-foot street sections with rolled curb and gutter within 37-feet of right-of-way. The applicant is proposing 5-foot wide detached concrete sidewalk on one side of the streets and has requested a waiver of District policy to not be required to construct sidewalk along the inside of the loop (shown in red), adjacent to the common lot.

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**d. Staff Comments/Recommendations:** The applicant should be required to construct Folklore Avenue as a 54-foot street section with two 21-foot travel lanes, a 12-foot wide center landscape island, vertical curb, gutter and 5-foot wide detached concrete sidewalk within 60-feet of right-of-way. A permanent right-of-way easement should be provided for the public sidewalks that 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.

The applicant’s proposal to construct Ballard Court/Drive, Yeoman Way, Deville Court/Way and Folklore Place as 33-foot street sections with rolled curb, gutter and 5-foot wide concrete sidewalk within 47-feet of right-of-way meets District policy and should be approved as proposed.

The applicant should be required to provide a sight distance easement ensuring 225-foot unobstructed sight lines from the intersection of Folklore Avenue and Ballard Drive/Court.

All center landscape islands should be platted as ACHD right-of-way owned by ACHD. The applicant or the homeowner’s association should apply for a license agreement if landscaping is to be placed within the islands.

The three proposed cul-de-sacs with 48-foot radii meet District policy and should be approved as proposed.

Staff supports the applicant’s request to not construct sidewalk on the inside of Kirkless Loop and Saylis Loop as no housing is proposed on the inside of the loops and sidewalk is provided around the outside of the loops.

Both internal common lots for Kirkless Loop and Saylis Loop should be platted as right-of-way owned by ACHD. The applicant or the future homeowners association should enter into a license agreement for any landscaping proposed within the islands.

## 5. Heroic Loop

**a. Existing Conditions:** No public streets exist internal to the site.

### b. Policy:

**Reduced Urban Local Street—27-foot Street Section and Right-of-Way Policy:** District Policy 7207.5.2 states that the width of a reduced urban local street shall be 27-feet (back-of-curb to back-of-curb) with curb, gutter, and minimum 5-foot concrete sidewalks on both sides and shall typically be within 41-feet of right-of-way. Unless approved in writing by the land use agency, this street section is not allowed by the City of Kuna and City of Star. In some cases, this street width may not accommodate new utilities. A 29-foot street section within 43-feet of

right-of-way may be constructed in lieu of a 27-foot street section if the applicant demonstrates that the additional roadway width is necessary to extend the utilities. Although some parking is allowed by the following subsections, the District will further restrict parking on a reduced width street if curves or other physical features cause problems, if actual emergency response experience indicates that emergency vehicles may not be able to provide service, or if other safety concerns arise. One of the following three sets of design conditions shall apply.

Design Condition #1: Parking is allowed on one side of a reduced width street when all of the following criteria are met:

- The street is in a residential area.
- The developer shall provide written approval from the appropriate fire department or emergency response unit in the jurisdiction.
- The developer shall install —NO PARKING signs on one side of the street, as specified by the District and as specified by the appropriate fire department.
- This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 41-feet of right-of-way.
- Traffic volumes on the street shall not exceed 1,000 vehicle trips per day. There shall be no possibility that another street may be connected to it in a manner that would allow more than 1,000 vehicle trips per day.

Design Condition #2: Parking is allowed on both sides of a reduced width street when the street layout has the qualities of a road grid system. This provides fire trucks and other emergency vehicles alternate routes of access since the ability to pass another vehicle may be compromised by placement of parked vehicles on both sides of the street. The following criteria shall be met:

- The street is in a residential area.
- The developer shall provide written approval from the appropriate fire department or emergency response unit in the jurisdiction.
- The block length of the street shall not exceed 500-feet, measured between centerlines.
- Traffic volumes on the street are not forecast to exceed 400 vehicle trips per day.
- A minimum of two street connections shall be provided to each end of the street with the reduced width. The two connecting streets shall each connect to the larger street system to provide the intended alternate routes of access. A street system that has one street connection to the larger street network on one end and a loop/circle street on the other end with no outlet shall not be approved.
- This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 41-feet of right-of-way.

Design Condition #3: Parking is allowed on both sides of a reduced width residential street with passing pockets that are created when two driveways are constructed near the same property line, where a 50-foot segment will not have on-street parking on the side of the street with the driveways. This provides fire trucks and other vehicles areas to move to the side of the street to allow another vehicle to pass when vehicles are parked on the street. Parking is allowed on both sides of a reduced width street when the following criteria are met:

- The street is in a residential area.
- The developer shall provide written approval from the appropriate fire department or emergency response unit in the jurisdiction.
- Driveway locations are predetermined with curb cuts for the driveways to be installed when the street is constructed. The curb cuts shall be 20-foot wide. Each lot on the street will be —paired with an adjacent lot. If there are an odd number of lots, one lot at either end of the street will not be paired. Each pair of lots shall locate its driveway 5-feet from the shared lot line of the pair.

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- This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 41-feet of right-of-way.
- The lots cannot abut an alley.
- Traffic volumes on the street are not forecast to exceed 400 vehicle trips per day.

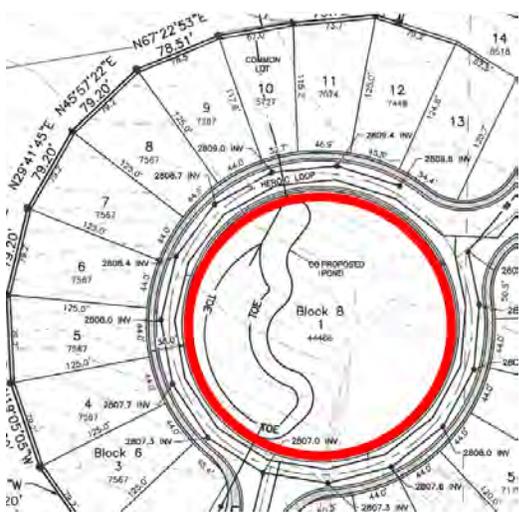
**Sidewalk Policy:** District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local streets, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, 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 Proposal:** The applicant is proposing to construct Heroic Loop as a 27-foot street section with rolled curb, gutter and 5-foot wide attached concrete sidewalk on one side within 36-feet of right-of-way. The applicant has requested a waiver of District policy to not be required to construct sidewalk along the inside of the loop (shown in red), adjacent to the common lot.



- d. **Staff Comments/Recommendations:** The applicant’s proposal to construct Heroic Loop as a 27-foot street section with curb, gutter meet’s District policy and should be approved. Vertical curb should be constructed on the inside of the loop, rolled curb should be constructed on the outside of the loop.

The applicant’s proposal to construct 5-foot wide attached concrete sidewalk on one side of Heroic Loop does not meet District policy however staff supports the applicant’s proposal and waiver request. Staff supports the applicant’s request to construct sidewalk on one side of

Heroic Loop as no housing is proposed on the inside of the loop and sidewalk is provided around the outside of the loop.

The applicant should be required to plat the internal common lot (Lot 1 Block 8) as right-of-way owned by ACHD for Heroic Loop. The applicant or future homeowners association should be required to enter into a license agreement for any landscaping within the center landscape island.

A license agreement should be provided for all landscaping within the right-of-way.

The applicant should be required to sign Heroic Loop for NO PARKING on one side of the roadway.

## 6. Roadway Offsets

a. **Existing Conditions:** The existing private road intersects Cloverdale Road 235-feet north of Cutting Horse Drive.

b. **Policy:**

**Intersection Spacing on Minor Arterials:** District policy 7205.4.3 states that if it is necessary, as determined by ACHD, for a local street to intersect an arterial, the minimum allowable offset shall be 660-feet as measured from all other existing roadways as identified in Table 1a (7205.4.6).

**Local Offset Policy:** District policy 7207.4.2, requires 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 convert the existing private road to a public street, Tiercel Drive, to intersect Cloverdale Road 235-feet north of Cutting Horse Drive.

The applicant is proposing to construct Kirkless Loop to intersect Ballad Drive with 90-feet between each leg of the proposed loop.

d. **Staff Comments/Recommendations:** The applicant's proposal does not meet District policy which requires a 660-foot offset between Tiercel Drive and Cutting Horse Drive. However, staff recommends a 64% modification of policy as Tiercel Drive is an existing private road that is proposed to be converted to public. There is an existing two-way left turn lane on Cloverdale Road in this location that cannot be relocated due to existing power poles. Additionally, there are existing golf holes and ponds (to remain) that line Tiercel Drive to the north and south further prohibiting the realignment of the roadway.

The applicant's proposal to construct Kirkless Loop to intersect Ballad Drive with 90-feet between each leg does not meet District policy. However, staff recommends a modification of policy to approve the intersection locations as proposed as only 9-lots will take access to Kirkless Loop. Clear sight lines are provided between the two intersections. Additionally, there is only one entrance/exit for the subdivision, drivers are anticipated to travel towards the sole entrance/exit which will reduce the conflict between the two intersections. The proposed 28% modification of policy is approved at the discretion of the Development Services Manager.

## 7. Stub Streets

a. **Existing Conditions:** No streets exist internal to the site.

b. **Policy:**

**Stub Street Policy:** District policy 7206.2.4 / 7207.2.4 states that stub streets will be required to provide circulation or to provide access to adjoining properties. Stub streets will conform with the requirements described in Section 7206.2.5.4 / 7207.2.5.4, except a temporary cul-de-sac will not be required if the stub street has a length no greater than 150-feet. A sign shall be installed at the terminus of the Tiercel Drive stub street stating that, "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENED IN THE

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FUTURE.” A sign shall be installed at the terminus of the Folklore Avenue 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.

**Temporary Dead End Streets Policy:** District policy 7206.2.4 / 7207.2.4 requires that the design and construction for cul-de-sac streets shall apply to temporary dead end streets. The temporary cul-de-sac shall be paved and shall be the dimensional requirements of a standard cul-de-sac. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

- c. **Applicant Proposal:** The applicant is proposing Tiercel Drive to stub to the east property line and Folklore Avenue to stub to the south property line.
- d. **Staff Comments/Recommendations:** The applicant’s proposal meets District policy and should be approved as proposed. A temporary turn around is not required at the terminus of either the stub street as they do not extend greater than 150-feet.

The applicant should be required to install a sign at the terminus of the Tiercel Drive stub street stating, “THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENED IN THE FUTURE.” The applicant should be required to install a sign at the terminus of the Folklore Avenue stub street stating, “THIS ROAD WILL BE EXTENDED IN THE FUTURE.”

### 8. 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.

### 9. 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.

### 10. Other Access

Cloverdale Road is classified as a minor arterial roadway, Tiercel Drive 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. Special Note to the City of Kuna and Applicant

District policy does not require the existing private street be converted to a public street (Tiercel Drive) and ACHD does not have to accept a street if it is not improved to meet public street standards. If the street cannot be reconstructed to meet ACHD standards, the street can remain as a private street.

If Tiercel Drive is not accepted by ACHD as a public street, all internal streets should be constructed as private roadways.

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

1. Prior to ACHD's signature on the 1<sup>st</sup> final plat, dedicate right-of-way to total 48-feet from centerline on Cloverdale Road abutting the site. The applicant will not be compensated for this right-of-way dedication.
2. Prior to ACHD's signature on the 1<sup>st</sup> final plat, construct 5-foot wide detached concrete sidewalk located a minimum of 42-feet from the centerline of Cloverdale Road abutting the site.
3. Prior to ACHD's signature on the 1<sup>st</sup> final plat, widen the pavement on Cloverdale Road to 17-feet from centerline with a 3-foot gravel shoulder abutting the site where it doesn't exist.
4. Prior to ACHD's signature on the 1<sup>nd</sup> final plat, widen and lengthen the two-way left-turn lane on Cloverdale Road at the intersection with Tiercel Drive.
5. Construct Tiercel Drive with two 21-foot wide travel lanes, a landscape median not to exceed 12-foot wide within 150-feet of an intersection, curb, gutter and a minimum of 5-foot wide detached concrete sidewalk (or 7-foot attached).
6. Work with ACHD on a design that allows the use of the sandstone blocks around the center landscape islands on Tiercel Drive. The design shall be acceptable to ACHD and may include use of rolled or vertical curb, and mortar between the blocks.
7. Enter into a license agreement for the sandstone blocks.
8. If ACHD and the applicant cannot come to an agreement on the design and use of the sandstone blocks, than standard vertical curb shall be constructed around the center landscape islands on Tiercel Drive.
9. Construct a single lane mini roundabout at the terminus of Tiercel Drive. The center island and splitter islands shall be mountable. The sidewalk at the roundabout shall be detached or separated.
10. The mini roundabout shall be designed per ACHD's Roundabout Design Guide policy section 5188, and follow the guidance provided in NCHRP 672.
11. Construct Folklore Avenue (north of Tiercel Drive) as a 54-foot street section with two 21-foot travel lanes, a 12-foot wide island, vertical curb, gutter within 60-feet of right-of-way. Construct 5-foot wide detached concrete sidewalk along Folklore Avenue (north of Tiercel Drive) and provide a permanent right-of-way easement. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk.
12. Plat all center landscape islands and cul-de-sac islands at right-of-way owned by ACHD.
13. Enter into a license agreement for any landscaping proposed within the islands.
14. Construct Ballard Court/Drive, Yeoman Way, Deville Court/Way and Folklore Place as 33-foot street sections with rolled curb, gutter and 5-foot wide concrete sidewalk within 47-feet of right-of-way.

15. Provide a sight distance easement ensuring 225-foot unobstructed sight lines from the intersection of Folklore Avenue and Ballad Drive/Court.
16. Construct three cul-de-sacs with internal islands and 48-foot radii.
17. Construct Kirkless Loop and Saylis Loop as 33-foot street sections, with rolled curb, gutter and 5-foot wide concrete sidewalk on the outside of the loop, and vertical curb, gutter and no sidewalk on the inside of the loop.
18. Plat both internal common lots for Kirkless Loop (Lot 1 Block 2) and Saylis Loop (Lot 1 Block 3) as right-of-way owned by ACHD.
19. Construct Heroic Loop as a 27-foot street section with vertical curb on the inside of the loop, rolled curb on the outside of the loop and 5-foot wide concrete sidewalk.
20. Plat the internal common lot for Heroic Loop (Lot 1 Block 8) as right-of-way owned by ACHD.
21. Sign Heroic Loop for "NO PARKING" on one side of the roadway.
22. Install a sign at the terminus of the Tiercel Drive stub street stating, "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENED IN THE FUTURE."
23. Install a sign at the terminus of the Folklore Avenue stub street stating, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."
24. All sidewalks shall be designed meeting ADA standards. Meandering sidewalks are discouraged.
25. Payment of impact fees is due prior to issuance of a building permit.
26. Comply with all Standard Conditions of Approval.

## **F. 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.

## **G. 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.

## **H. Attachments**

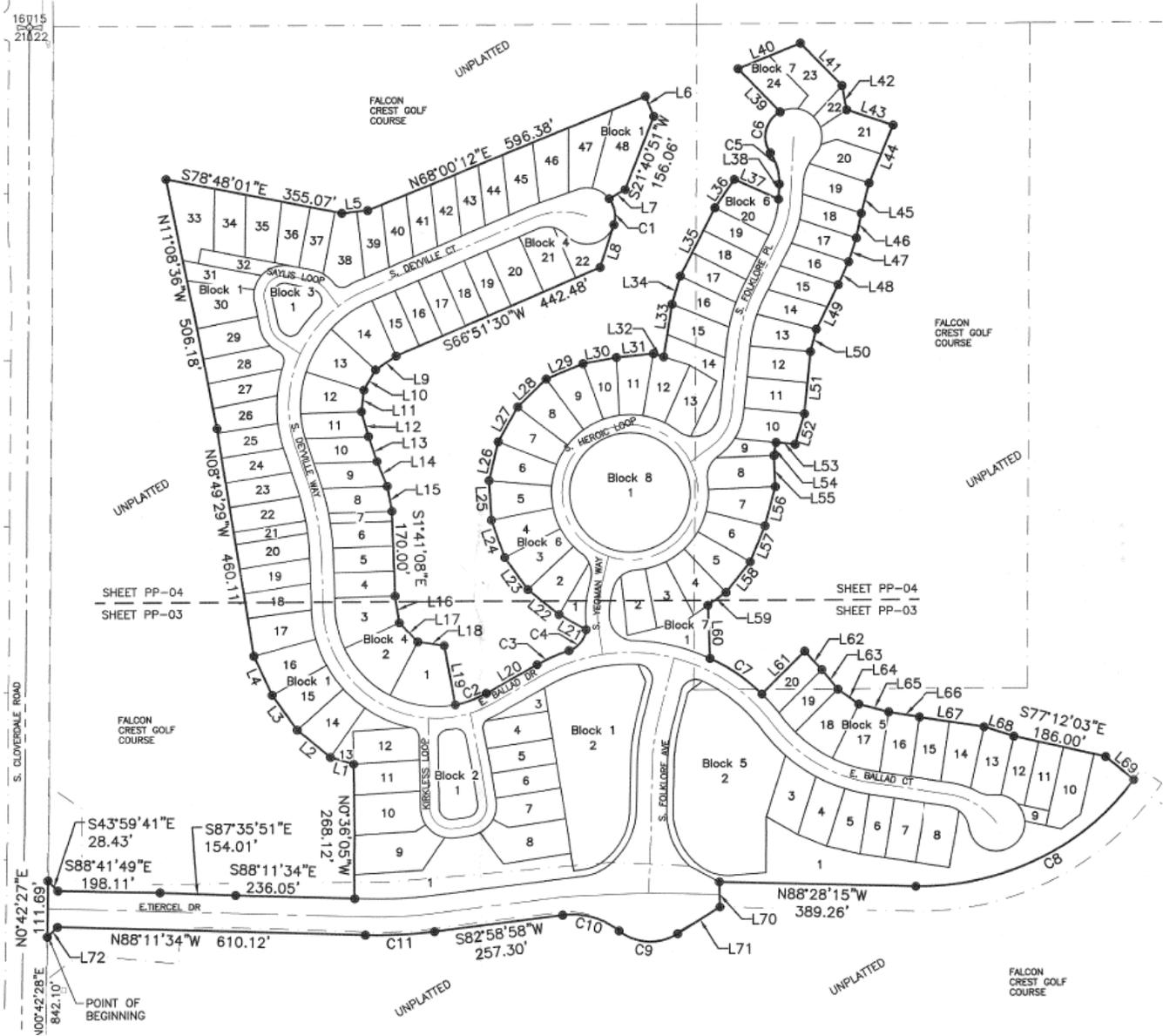
1. Vicinity Map
2. Site Plan
3. Existing Sandstone Curb
4. Utility Coordinating Council
5. Development Process Checklist
6. Request for Reconsideration Guidelines

# Exhibit B 2

## VICINITY MAP



SITE PLAN



EXISTING SANDSTONE CURB



## Exhibit B 2

### 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 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.

## Troy Behunin

---

**From:** Tom Ritthaler <TRitthaler@boiseproject.org>  
**Sent:** Tuesday, June 18, 2019 8:14 PM  
**To:** Troy Behunin  
**Subject:** RE: Robinhood Subdivision

**Categories:** Agency Comments

Troy,  
Boise Project has no objections to this proposed subdivision as there are no project facilities at this location or surface water rights associated with it.

Tom

---

**From:** Troy Behunin <tbehunin@kunaid.gov>  
**Sent:** Tuesday, June 18, 2019 5:32 PM  
**To:** ACHD <clittle@achdidaho.org>; Becky Rone - Kuna USPS Addressing <rebecca.i.rone@usps.gov>; Bob Bachman <bbachman@kunaid.gov>; Paul Stevens <PStevens@kunaid.gov>; Boise Project Brd Cntrl <TRitthaler@boiseproject.org>; Boise-Kuna Irrigation Distr. <laurenboehlke@yahoo.com>; Cable One Business <Adam.ingram@cableone.biz>; Cable One t.v. <cheryl.goettsche@cableone.biz>; Central District Health Dept. CDHD <lbadigia@cdhd.idaho.gov>; COMPASS <cmiller@compassidaho.org>; D. Reinhart <Dreinhart@kunschools.org>; DEQ <Alicia.martin@deq.idaho.gov>; Eric Adolfson <eadolfson@compassidaho.org>; Idaho Power <bwatson2@idahopower.com>; Idaho Power <ahawkins@idahopower.com>; Idaho Power - Jacky Chris <easements@idahopower.com>; Intermountain Gas <robert.miller@mdu.com>; Intermountain Gas <bryce.ostler@intgas.com>; ITD <D3Development.Services@itd.idaho.gov>; Jim O. - KSD <Jim@kunaschools.org>; Julie Stanley - Regional Address Mgmt. <Julie.R.Stanley@usps.gov>; Kuna Police Chief <so4217@adaweb.net>; Kuna Postmaster - Marc C. Boyer <marc.c.boyer@usps.gov>; Kuna School District <kbekkedahl@kunaschools.org>; Kuna School District <wjohnson@kunaschools.org>; Kuna School District <bsaxton@kunaschools.org>; New York Irrigation District <terri@nyid.org>; Planning Mgr: Ada County Development Services <jboal@adaweb.net>  
**Subject:** Robinhood Subdivision

Everyone,  
Please review the information packet for the proposed Robinhood Subdivision here in Kuna. Please respond within the allotted time, or notify our office that you need additional time. If you need additional information, or hard copies of the application please let us know.  
Thanks,  
Troy

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

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CENTRAL DISTRICT HEALTH DEPARTMENT  
Environmental Health Division

Return to:

- ACZ
- Boise
- Eagle
- Garden City
- Kuna
- Meridian
- Star

RECEIVED  
JUN 24 2019  
CITY OF KUNA

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

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

Preliminary / Final / Short Plat 19-03-S

Robynhood

- 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: Rowan Boyd  
Date: 6/19/19

**Troy Behunin**

---

**From:** Carl Miller <CMiller@compassidaho.org>  
**Sent:** Wednesday, June 19, 2019 11:10 AM  
**To:** Troy Behunin  
**Cc:** Liisa Itkonen  
**Subject:** RE: Robinhood Subdivision

Troy,

As I understand this is a platting of the Falcon Crest annexation and zoning that we commented on last year. We have no additional comments. Thank you.

Carl

Carl Miller, PMP, AICP CTP  
Principal Planner  
Community Planning Association (COMPASS)  
700 NE 2<sup>nd</sup> Street, Suite 200  
Meridian, ID 83642  
Direct: 208-475-2239 | Main: 208-855-2558  
Fax: 208-855-2559  
[cmiller@compassidaho.org](mailto:cmiller@compassidaho.org)  
<http://www.compassidaho.org>



---

**From:** Troy Behunin [mailto:tbehunin@kunaid.gov]  
**Sent:** Tuesday, June 18, 2019 5:32 PM  
**To:** Christy Little <clittle@achdidaho.org>; Becky Rone - Kuna USPS Addressing <rebecca.i.rone@usps.gov>; Bob Bachman <bbachman@kunaid.gov>; Paul Stevens <PStevens@kunaid.gov>; Boise Project Brd Cntrl <TRitthaler@boiseproject.org>; Boise-Kuna Irrigation Distr. <laurenboehlke@yahoo.com>; Cable One Business <Adam.ingram@cableone.biz>; Cable One t.v. <cheryl.goettsche@cableone.biz>; Central District Health Dept. CDHD <lbadigia@cdhd.idaho.gov>; Carl Miller <CMiller@compassidaho.org>; D. Reinhart <Dreinhart@kunschools.org>; DEQ <Alicia.martin@deq.idaho.gov>; Eric Adolfson <EAdolfson@compassidaho.org>; Idaho Power <bwatson2@idahopower.com>; Idaho Power <ahawkins@idahopower.com>; Idaho Power - Jacky Chris <easements@idahopower.com>; Intermountain Gas <robert.miller@mdu.com>; Intermountain Gas <bryce.ostler@intgas.com>; ITD <D3Development.Services@itd.idaho.gov>; Jim O. - KSD <Jim@kunaschools.org>; Julie Stanley - Regional Address Mgmt. <Julie.R.Stanley@usps.gov>; Kuna Police Chief <so4217@adaweb.net>; Kuna Postmaster - Marc C. Boyer <marc.c.boyer@usps.gov>; Kuna School District <kbekkedahl@kunaschools.org>; Kuna School District <wjohnson@kunaschools.org>; Kuna School District <bsaxton@kunaschools.org>; New York Irrigation District <terri@nyid.org>; Jason Boal <jboal@adaweb.net>  
**Subject:** Robinhood Subdivision

Everyone,

Please review the information packet for the proposed Robinhood Subdivision here in Kuna. Please respond within the allotted time, or notify our office that you need additional time. If you need additional information, or hard copies of the application please let us know.

Thanks,  
Troy

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

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STATE OF IDAHO  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
BOISE REGIONAL OFFICE  
1445 North Orchard Street•Boise, ID 83706-2239•(208) 373-0550

## *DEQ Response to Request for Environmental Comment*

Date: June 28, 2019  
Agency Requesting Comments: City of Kuna  
Date Request Received: June 18, 2019  
Applicant/Description: Chotika Subdivision, 19-03-AN, 19-02-S, & 19-09-DR  
Robin Hood Subdivision 19-03-S & 19-14-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 <http://www.deq.idaho.gov/ieg/>.*

*The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:*

### **1. Air Quality**

- *Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).*

*The property owner, developer, 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.*

*Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited open burning occurs during construction.*

*For questions, contact David Luft, Air Quality Manager, at 373-0550.*

### **2. Wastewater and Recycled Water**

- *DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.*
- *IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.*

*All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects*

*require separate permits as well.*

- *DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.*
- *DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.*

*For questions, contact Todd Crutcher, Engineering Manager, at 373-0550.*

### **3. Drinking Water**

- *DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.*
- *IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.*

*All projects for construction or modification of public drinking water systems require preconstruction approval.*

- *DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at <http://www.deq.idaho.gov/water-quality/drinking-water.aspx>). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.*
- *If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.*
- *DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.*
- *DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.*

*For questions, contact Todd Crutcher, Engineering Manager at 373-0550.*

### **4. Surface Water**

- *A DEQ short-term activity exemption (STAE) from this office is required if the project will involve de-watering of ground water during excavation and discharge back into surface water, including a description of the water treatment from this process to prevent excessive sediment and turbidity from entering surface water.*
- *Please contact DEQ to determine whether this project will require a National Pollution Discharge Elimination System (NPDES) Permit. If this project disturbs more than one*

acre, a stormwater permit from EPA may be required.

- *If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.*
- *The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call 208-334-2190 for more information. Information is also available on the IDWR website at: <http://www.idwr.idaho.gov/WaterManagement/StreamsDams/Streams/AlterationPermit/AlterationPermit.htm>*
- *The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.*

*For questions, contact Lance Holloway, Surface Water Manager, at 373-0550.*

#### **5. Hazardous Waste And Ground Water Contamination**

- ***Hazardous Waste.*** *The types and number of requirements that must be complied with under the federal Resource Conservations and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.*
- *No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.*
- ***Water Quality Standards.*** *Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).*

*Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.*

- ***Ground Water Contamination.*** *DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in*

*accordance with a permit, consent order or applicable best management practice, best available method or best practical method.”*

*For questions, contact Albert Crawshaw, Waste & Remediation Manager, at 373-0550.*

**6. Additional Notes**

- *If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 373-0550, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.*
- *If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.*

*We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any our technical staff at 208-373-0550.*

Sincerely,



Aaron Scheff  
[aaron.scheff@deq.idaho.gov](mailto:aaron.scheff@deq.idaho.gov)  
Regional Administrator  
Boise Regional Office  
Idaho Department of Environmental Quality

ec: CM#2019AEK114

**Troy Behunin**

---

**To:** D3 Development Services  
**Subject:** Robinhood Subdivision

Thank you!  
Troy

---

**From:** D3 Development Services [mailto:D3Development.Services@itd.idaho.gov]  
**Sent:** Monday, July 08, 2019 11:43 AM  
**To:** Troy Behunin <tbehunin@kunaid.gov>  
**Subject:** RE: [EXTERNAL] Robinhood Subdivision

Good morning,  
ITD has received application 19-03-S 19-14-DR for review. ITD does not anticipate any significant traffic impact from this development consisting of 116 residential units and has no objections to the proposed development.

Thank you,

Sarah Arjona  
Development Services Coordinator  
ITD District 3  
(208) 334-8338

---

**From:** Troy Behunin <tbehunin@kunaid.gov>  
**Sent:** Tuesday, June 18, 2019 5:32 PM  
**To:** ACHD <clittle@achdidaho.org>; Becky Rone - Kuna USPS Addressing <rebecca.i.rone@usps.gov>; Bob Bachman <bbachman@kunaid.gov>; Paul Stevens <PStevens@kunaid.gov>; Boise Project Brd Cntrl <TRitthaler@boiseproject.org>; Boise-Kuna Irrigation Distr. <laurenboehlke@yahoo.com>; Cable One Business <Adam.ingram@cableone.biz>; Cable One t.v. <cheryl.goettsche@cableone.biz>; Central District Health Dept. CDHD <lbadigia@cdhd.idaho.gov>; COMPASS <cmiller@compassidaho.org>; D. Reinhart <Dreinhart@kunschools.org>; DEQ <Alicia.martin@deq.idaho.gov>; Eric Adolfson <eadolfson@compassidaho.org>; Idaho Power <bwatson2@idahopower.com>; Idaho Power <ahawkins@idahopower.com>; Idaho Power - Jacky Chris <easements@idahopower.com>; Intermountain Gas <robert.miller@mdu.com>; Intermountain Gas <bryce.ostler@intgas.com>; D3 Development Services <D3Development.Services@itd.idaho.gov>; Jim O. - KSD <Jim@kunaschools.org>; Julie Stanley - Regional Address Mgmt. <Julie.R.Stanley@usps.gov>; Kuna Police Chief <so4217@adaweb.net>; Kuna Postmaster - Marc C. Boyer <marc.c.boyer@usps.gov>; Kuna School District <kbekkedahl@kunaschools.org>; Kuna School District <wjohnson@kunaschools.org>; Kuna School District <bsaxton@kunaschools.org>; New York Irrigation District <terri@nyid.org>; Planning Mgr: Ada County Development Services <jboal@adaweb.net>  
**Subject:** [EXTERNAL] Robinhood Subdivision

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

Everyone,

Please review the information packet for the proposed Robinhood Subdivision here in Kuna. Please respond within the allotted time, or notify our office that you need additional time. If you need additional information, or hard copies of the application please let us know.

Thanks,  
Troy

**Troy Behunin**

---

**From:** D3 Development Services <D3Development.Services@itd.idaho.gov>  
**Sent:** Monday, October 07, 2019 5:00 PM  
**To:** Troy Behunin  
**Subject:** 19-07-ZC Robin Hood REZONE Application

**Categories:** Agency Comments

Good afternoon,

ITD has received application 19-07-ZC for review. ITD does not anticipate any significant traffic impact to the State Highway system from this development and has no objections to the proposed development.

Thank you,

*Sarah Arjona*  
*Development Services Coordinator*  
*ITD District 3*  
*(208) 334-8338*

---

**From:** Troy Behunin <tbehunin@kunaid.gov>  
**Sent:** Wednesday, September 25, 2019 4:53 PM  
**To:** Becky Rone - Kuna USPS Addressing <rebecca.i.rone@usps.gov>; Bob Bachman <bbachman@kunaid.gov>; Boise Project Brd Cntrl <TRitthaler@boiseproject.org>; Boise-Kuna Irrigation Distr. <laurenboehlke@yahoo.com>; Cable One Business <Adam.ingram@cableone.biz>; Cable One t.v. <cheryl.goettsche@cableone.biz>; Central District Health Dept. CDHD <lbadigia@cdhd.idaho.gov>; Chief Phil <proberts@kunafire.com>; COMPASS <cmiller@compassidaho.org>; D. Reinhart <Dreinhart@kunschools.org>; DEQ <Alicia.martin@deq.idaho.gov>; Eric Adolfson <eadolfson@compassidaho.org>; Idaho Power <bwatson2@idahopower.com>; Idaho Power <ahawkins@idahopower.com>; Idaho Power - Jacky Chris <easements@idahopower.com>; Intermountain Gas <robert.miller@mdu.com>; Intermountain Gas <bryce.ostler@intgas.com>; D3 Development Services <D3Development.Services@itd.idaho.gov>; J&M Sanitation - Chad Gordon <Chad.Gordon@jmsanitation.com>; Jim O. - KSD <Jim@kunaschools.org>; Julie Stanley - Regional Address Mgmt. <Julie.R.Stanley@usps.gov>; Kuna Police Chief <so4217@adaweb.net>; Kuna Postmaster - Marc C. Boyer <marc.c.boyer@usps.gov>; Kuna School District <kbekkedahl@kunaschools.org>; Kuna School District <wjohanson@kunaschools.org>; Kuna School District <bsaxton@kunaschools.org>; Lisa Holland <lholland@kunaid.gov>; Mike Borzick <mborzick@kunaid.gov>; Paul Stevens <PStevens@kunaid.gov>; Planning Mgr: Ada County Development Services <jboal@adaweb.net>; ACHD <planningreview@achdidaho.org>; Mindy Wallace <Mwallace@achdidaho.org>  
**Subject:** [EXTERNAL] Robin Hood REZONE Application

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

Everyone,

Please review the packet and send relevant comments about the services provided by your agency or company to our office on or before October 17<sup>th</sup>, 2019. If you need additional time to provide a response, please notify our office as soon as you are able.

Thank you for your consideration.

Troy

**Troy Behunin**  
 Planner III

**Troy Behunin**

---

**From:** Phil Roberts <proberts@kunafire.com>  
**Sent:** Wednesday, September 25, 2019 5:21 PM  
**To:** Troy Behunin  
**Subject:** RE: Robin Hood REZONE Application

**Categories:** Agency Comments

I have no problem with the re-zone.

The true subdivision plate with roads widths and dimensions will come later right?

*Phil Roberts*  
*Fire Chief*  
*Kuna Rural Fire District*  
*208-922-1144 Ext 101*  
*208-922-1982 Fax*  
*208-870-3057 Cell*




---

**From:** Troy Behunin <tbehunin@kunaid.gov>  
**Sent:** Wednesday, September 25, 2019 4:53 PM  
**To:** Becky Rone - Kuna USPS Addressing <rebecca.i.rone@usps.gov>; Bob Bachman <bbachman@kunaid.gov>; Boise Project Brd Cntrl <TRitthaler@boiseproject.org>; Boise-Kuna Irrigation Distr. <laurenboehlke@yahoo.com>; Cable One Business <Adam.ingram@cableone.biz>; Cable One t.v. <cheryl.goettsche@cableone.biz>; Central District Health Dept. CDHD <lbadigia@cdhd.idaho.gov>; Phil Roberts <proberts@kunafire.com>; COMPASS <cmiller@compassidaho.org>; D. Reinhart <Dreinhart@kunschools.org>; DEQ <Alicia.martin@deq.idaho.gov>; Eric Adolfson <eadolfson@compassidaho.org>; Idaho Power <bwatson2@idahopower.com>; Idaho Power <ahawkins@idahopower.com>; Idaho Power - Jacky Chris <easements@idahopower.com>; Intermountain Gas <robert.miller@mdu.com>; Intermountain Gas <bryce.ostler@intgas.com>; ITD <D3Development.Services@itd.idaho.gov>; J&M Sanitation - Chad Gordon <Chad.Gordon@jmsanitation.com>; Jim O. - KSD <Jim@kunaschools.org>; Julie Stanley - Regional Address Mgmt. <Julie.R.Stanley@usps.gov>; Kuna Police Chief <so4217@adaweb.net>; Kuna Postmaster - Marc C. Boyer <marc.c.boyer@usps.gov>; Kuna School District <kbekkedahl@kunaschools.org>; Kuna School District <wjohanson@kunaschools.org>; Kuna School District <bsaxton@kunaschools.org>; Lisa Holland <lholland@kunaid.gov>; Mike Borzick <mborzick@kunaid.gov>; Paul Stevens <PStevens@kunaid.gov>; Planning Mgr: Ada County Development Services <jboal@adaweb.net>; ACHD <planningreview@achdidaho.org>; Mindy Wallace <Mwallace@achdidaho.org>  
**Subject:** Robin Hood REZONE Application

Everyone,

Please review the packet and send relevant comments about the services provided by your agency or company to our office on or before October 17<sup>th</sup>, 2019. If you need additional time to provide a response, please notify our office as soon as you are able.

Thank you for your consideration.

Troy

**Wendy Shrief**

---

**From:** Sub Name Mail <subnamemail@adacounty.id.gov>  
**Sent:** Friday, April 12, 2019 6:23 PM  
**To:** Wendy Shrief; Rob Kazarinoff; Timothy Harrigan  
**Subject:** Robinhood Sub Name Reservation

**[External Email]**

April 12, 2019

Wendy Shrief, J-U-B Engineers

RE: Subdivision Name Reservation: **ROBINHOOD SUB**

At your request, I will reserve the name **Robinhood 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](mailto:jhastings@adacounty.id.gov)

---

**From:** Wendy Shrief [mailto:wshrief@jub.com]  
**Sent:** Friday, April 12, 2019 9:26 AM  
**To:** Sub Name Mail  
**Subject:** RE: Subdivision Name Request

Glen,

The parcels do overlap, but this is a new preliminary plat and we want to have a new name. Parcels are: S1422212410; S1422212000; S1422233700

Wendy Kirkpatrick Shrief, AICP  
*Planner*

---

**From:** Sub Name Mail <subnamemail@adacounty.id.gov>  
**Sent:** Friday, April 12, 2019 9:10 AM  
**To:** Wendy Shrief <wshrief@jub.com>  
**Subject:** RE: Subdivision Name Request

Wendy;



We reserved Falcon Crest Sub for Kristy Watkins on 1/12/2018, and since the parcels noted in her request overlaps your approximate location, we need to determine what is changing.

Exactly which parcels are involved in this development?

Please refer to her approval letter if you need help sorting out the properties.



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

---

**From:** Wendy Shrief [<mailto:wshrief@jub.com>]  
**Sent:** Friday, April 12, 2019 8:11 AM  
**To:** Sub Name Mail  
**Cc:** Glen Smallwood  
**Subject:** Subdivision Name Request

Hello,

I would like to request the name "Robinhood Subdivision" for a 116 lot residential subdivision in Kuna. Development is located in 2N 1E NW ¼ of Section 22 immediately to the east of S. Cloverdale Road. Developer is M3 Companies. There is an existing golf area inside Falcon Crest called "Robinhood" - this is why this spelling is being requested.

Thanks!

Wendy

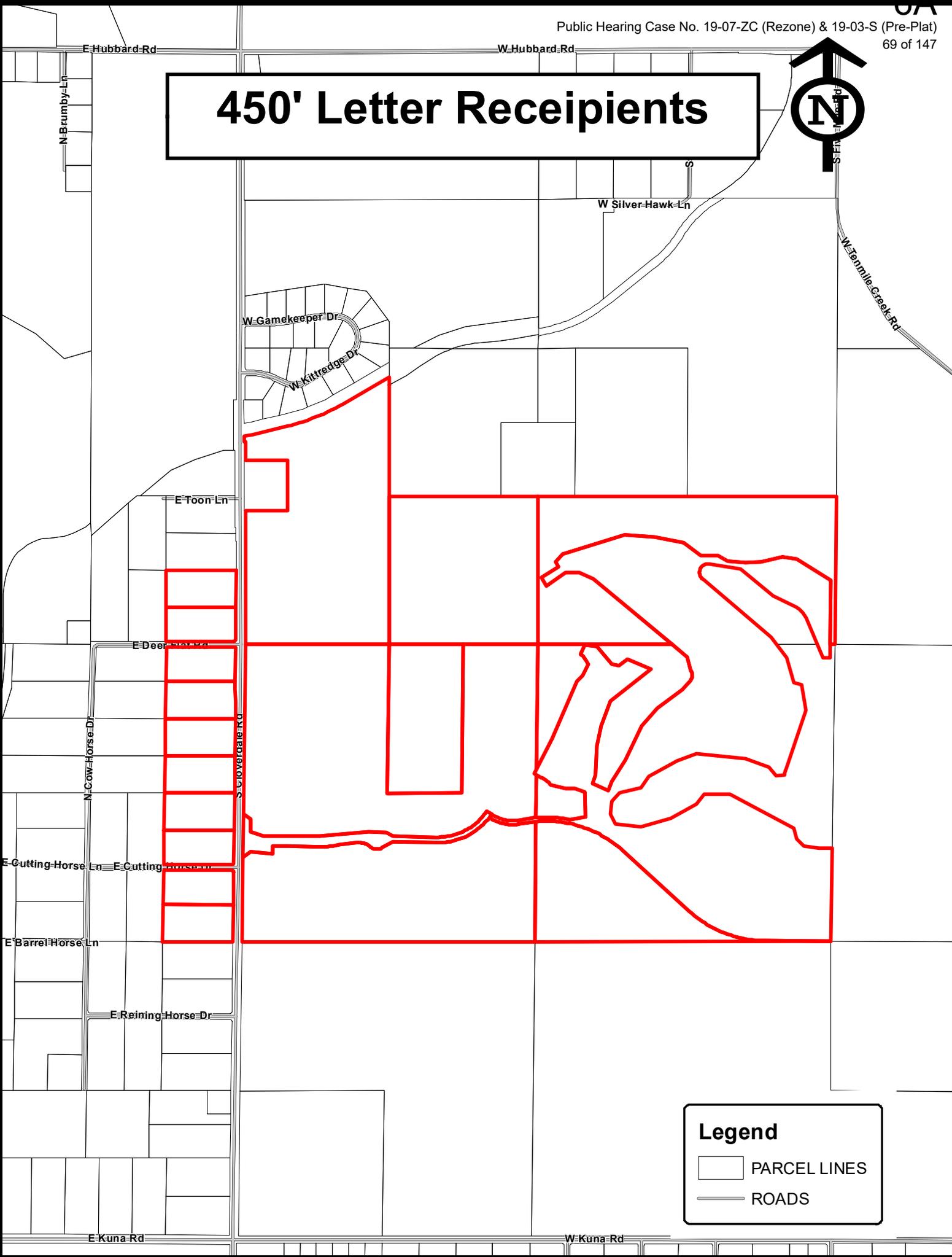
Wendy Kirkpatrick Shrief, AICP  
Planner  
J-U-B ENGINEERS, Inc.  
250 S. Beechwood Avenue, Suite 201, Boise, ID 83709  
e [wshrief@jub.com](mailto:wshrief@jub.com) w [www.jub.com](http://www.jub.com)  
p 208 376 7330 c 208 559 1760



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# 450' Letter Receipts



**Legend**

- ▭ PARCEL LINES
- ROADS



# Neighborhood Meeting Certification

CITY OF KUNA PLANNING & ZONING \* 763 W. Avalon, Kuna, Idaho, 83634 \* www.kunacity.id.gov \* (208) 922-5274 \* Fax: (208) 922-5989

### GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 5-1A-2 of the Kuna City Code or ask one of our planners for more information on neighborhood meetings.

The meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 2 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend. Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

You may request a list of the people you need to invite to the neighborhood meeting from our department. This list includes property owners within 300 feet of the subject property. Once you have held your neighborhood meeting, please complete this certification form and include it with your application.

**Please Note: The neighborhood meeting must be conducted in one location for attendance by all neighboring residents. Contacting and/or meeting individually with residents does not comply with the neighborhood meeting requirements.**

**Please include a copy of the sign-in sheet for your neighborhood meeting, so we have written record of who attended your meeting and the letter of intent sent to each recipient. In addition, provide any concerns that may have been addressed by individuals that attended the meeting.**

Description of proposed project: Single-family residential subdivision

Date and time of neighborhood meeting: April 1, 2019 6:00 - 7:00

Location of neighborhood meeting: Falcon Crest Golf Course Event Tent

### SITE INFORMATION:

Location: Quarter: \_\_\_\_\_ Section: 22 Township: 2N Range: 1E Total Acres: 36.72

Subdivision Name: Robinhood Subdivision Lot: \_\_\_\_\_ Block: \_\_\_\_\_

Site Address: S. Cloverdale Tax Parcel Number(s): S142212410; S142212000

Adjacent to Falcon Crest Golf Course S142233700

Please make sure to include all parcels & addresses included in your proposed use.

### CURRENT PROPERTY OWNER:

Name: Falcon Crest LLC

Address: 11102 S. Cloverdale City: Kuna State: ID Zip: 83634

### CONTACT PERSON (Mail recipient and person to call with questions):

Name: Wendy Shrief Business (if applicable): JUB Engineers

Address: 250 S. Beechwood Ave. City: Boise State: ID Zip: 83709

**received**  
5-16-19

Exhibit  
A2

**PROPOSED USE:**

I request a neighborhood meeting list for the following proposed use of my property (check all that apply):

**Application Type**

**Brief Description**

Annexation

\_\_\_\_\_

Re-zone

\_\_\_\_\_

Subdivision (Sketch Plat and/or Prelim. Plat)

Preliminary Plat

Special Use

\_\_\_\_\_

Variance

\_\_\_\_\_

Expansion of Extension of a Nonconforming Use

\_\_\_\_\_

Zoning Ordinance Map Amendment

\_\_\_\_\_

Neighborhood meeting list was run by JUB on 3/21/19 with LandPro Data. Parcel map and list attached

**APPLICANT:**

Name: JUB Engineers / Wendy Shrief

Address: 250 S. Beechwood Ave.

City: Boise

State: ID

Zip: 83709

Telephone: 208.376.7330

Fax: \_\_\_\_\_

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 5-1A-2 of the Kuna City Code

Signature: (Applicant)

Wgall

Date

5/10/19

# SIGN IN SHEET

PROJECT NAME: Robin Hood Subdivision

Date: 4/1/19

	Name	Address	Zip	Phone
1	Jill Caldwell	1581 Cow Horse Dr.	83634	208-890-0614
2	Kathy Mezin	11325 S. Cloverdale	83634	
3	Jay Dobbel	477 Cow Horse	83634	208-859-9158
4	Betsy Winkler	11421 Kiuna Rd	83634	208-484-6084
5	Ray Crabtree	12220 S Hawk Haven	83634	208 866 2208
6	Patty Hamm	12689 S. 5 Mile	83634	208-362-1907
7	Rick Dixon	1143 Cow Horse	83634	208-996-6159
8	Alex Stevens	326 N. Ave. D	83634	208-922-3008
*9	Quincy Holton	6000 E. Deer Flat Rd	83634	208-600-7491
10	Gladys Crabtree	12220 S Hawk Haven	83634	208-866-2208
11	LOREN KLOCK	5680 E LUTTING HORSE	83634	<del>XXXXXXXXXX</del>
12	Jan Sword	12313 Lonnie Lane	83634	
13	Meg Lawson	1357 Cow Horse	83634	208 340 0256
14	Mary Jepsen	13010 Madera	83634	208 703 7219
15	BRAD ROSANBAM	1091 Cow Horse Dr	83634	208-565-0121
16	Matthew Teplin	1142 Cow Horse Dr	83634	208-841-3115
17	Chris Brown	7670 S. Old Spruce Ln	83642	208-870-8093
18	Dave Maison	13159 S. Ocotillo Dr.	83642	(208) 861-5292
19	BS. Henningfeld	11893 S. Cloverdale Rd	83634	570-3507
20	MIKE & TINA APOSTOLU	5783 E. BARREL HORSE DR.	83634	208 941-1522
21	Terri Hisel	6225 E Deer Flat Rd	83634	208-866-9006
*22	KLETE HOWARD	12153 Touchrock W	83634	208-870-9441
23	Lauralee NEF	12408 Lonnie Lane	83634	
24	John Lawson	1357 Cow Horse	83634	208 651-4741
25				
26				
27				
28				
29				
30				

### NEIGHBORHOOD MEETING MINUTES

Meeting Date: 4/1/19 Number of Attendees: 25  
Meeting Location: Falcon Crest Golf Course Event Tent

Description of Project Presented:

- 116 lot single-family residential subdivision
- Standard single-family lots with 6,000 sf min. lot size
- Described phasing of Falcon Crest Master Plan / PUD and timing for proposed Robinhood subdivision

Attendee's comments:

- Some residents expressed concerns over traffic and changes in the area - Some residents expressed a desire for a project with large 5-10 acre County lots
- A number of residents were happy to see that lots would be traditional single-family homes and not multi-family or patio homes
- Several residents had questions about how water will be brought out to the property
- Several residents asked if commercial or light industrial would be constructed in this subdivision - they were happy to hear that it would not be

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

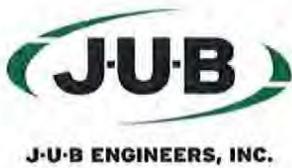
Wendy Shrief

Printed Name

Wg Shrief

Signature

5/10/19  
Date



J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

March 21, 2019

**RE: OPEN HOUSE / NEIGHBORHOOD MEETING for a proposed subdivision on Monday April 1, 2019**

Dear Property Owner:

You are invited to attend an Open House / Neighborhood Meeting for a single-family residential development:

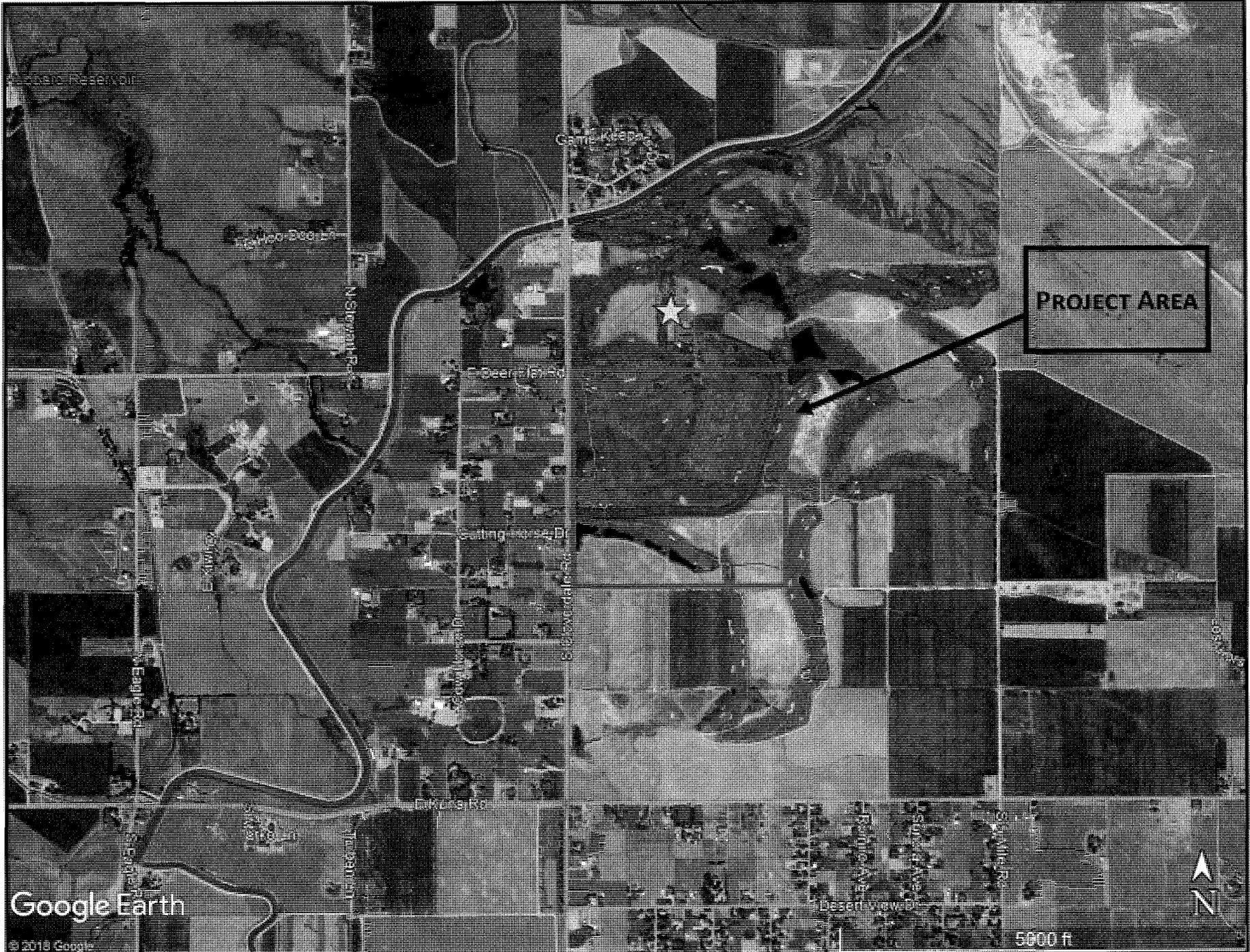
- Monday, April 1 from 6:00 p.m. to 7:00 p.m.
- Meeting will be held at 11102 S. Cloverdale Road at the Falcon Crest Golf Course event tent. Meeting location is shown on enclosed map.

The subdivision project is located on the east side of S. Cloverdale Road, south of Falcon Crest Golf Course. The subdivision consists of approximately 42.2 acres (see reverse side for project location.) An application will be submitted to the City of Kuna consisting of a Preliminary Plat. The property is currently zoned R-6.

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.

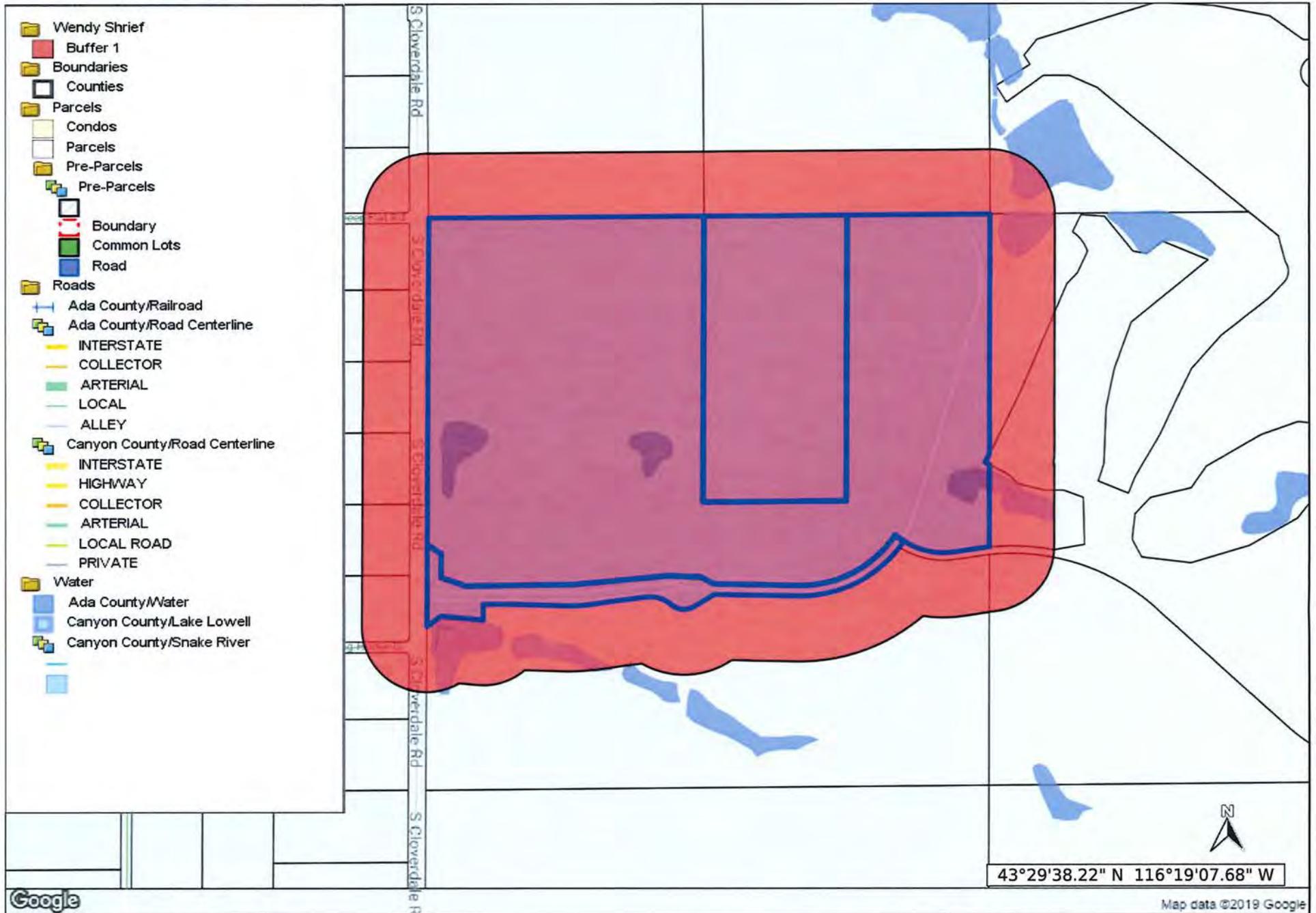
Sincerely,  
J-U-B ENGINEERS, Inc.

Wendy Shrief, AICP  
Planner



Robin Hood Subdivision—Vicinity Map

★ Neighborhood Meeting Location



County	Parcel	Primary Owner	Property Address	Subdivision	Property City	Owner Address
Ada	R1479650090	HULSEY DALLAS ANDREW	11985 S CLOVERDALE RD	CLOVERDALE RIDGE ESTATES	KUNA, ID 83634-0000	11985 S CLOVERDALE RD
Ada	R1479650300	KULCHAK JAMES MICHAEL	11671 S CLOVERDALE RD	CLOVERDALE RIDGE ESTATES	KUNA, ID 83634-0000	11671 S CLOVERDALE RD
Ada	R1479660050	JOHNSON RODNEY D	11225 S CLOVERDALE RD	CLOVERDALE RIDGE ESTATES NO 02 BI	KUNA, ID 83634-0000	11225 S CLOVERDALE RD
Ada	R1479660000	VICK RICHARD S	11457 S CLOVERDALE RD	CLOVERDALE RIDGE ESTATES NO 02 BI	KUNA, ID 83634-0000	11457 S CLOVERDALE RD
Ada	R1479660025	MEZIN FAMILY TRUST	11325 S CLOVERDALE RD	CLOVERDALE RIDGE ESTATES NO 02 BI	KUNA, ID 83634-0000	11325 S CLOVERDALE RD
Ada	R1479660075	HISEL JOHN E JR	6225 E DEER FLAT RD	CLOVERDALE RIDGE ESTATES NO 02 BI	KUNA, ID 83634-0000	6225 E DEER FLAT RD
Ada	R1479650240	HENNINGFELD BRADLEY J	11893 S CLOVERDALE RD	CLOVERDALE RIDGE ESTATES	KUNA, ID 83634-0000	11893 S CLOVERDALE RD
Ada	R1479650330	RUHS JOHN F	11589 S CLOVERDALE RD	CLOVERDALE RIDGE ESTATES	KUNA, ID 83634-0000	11589 S CLOVERDALE RD
Ada	R1479680000	BENTLEY E B	6388 E DEER FLAT RD	CLOVERDALE RIDGE ESTATES NO 02 BI	KUNA, ID 83634-0000	6388 E DEER FLAT RD
Ada	R1479650270	PETERSON DANIEL L	6303 E CUTTING HORSE DR	CLOVERDALE RIDGE ESTATES	KUNA, ID 83634-0000	6303 E CUTTING HORSE DR
Ada	S1415341100	FALCON CREST LLC	11102 S CLOVERDALE RD	2N 1E 15	KUNA, ID 83634-0000	2528 N CLOVERDALE RD
Ada	S1415336000	FALCON CREST LLC	11102 S CLOVERDALE RD	2N 1E 15	KUNA, ID 83634-0000	2528 N CLOVERDALE RD
Ada	S1422417300	FALCON CREST LLC	S FIVE MILE RD	2N 1E 22	KUNA, ID 83634-0000	2528 N CLOVERDALE RD
Ada	S1415430000	FALCON CREST LLC	11102 S CLOVERDALE RD	2N 1E 15	KUNA, ID 83634-0000	2528 N CLOVERDALE RD
Ada	S1422110050	FALCON CREST LLC	11102 S CLOVERDALE RD	2N 1E 22	KUNA, ID 83634-0000	2528 N CLOVERDALE RD
Ada	S1422314810	FALCON CREST LLC	E KUNA RD	2N 1E 22	KUNA, ID 83634-0000	2528 N CLOVERDALE RD
Ada	S1422212000	FALCON CREST LLC	11102 S CLOVERDALE RD	2N 1E 22	KUNA, ID 83634-0000	2528 N CLOVERDALE RD
Ada	S1422212400	FALCON CREST LLC	11102 S CLOVERDALE RD	2N 1E 22	KUNA, ID 83634-0000	2528 N CLOVERDALE RD



# City of Kuna COMMITMENT TO PROPERTY POSTING

City of Kuna  
Planning & Zoning  
Department  
PO. Box 13  
Kuna, ID 83634  
208.922.5274  
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

*[Handwritten signature]*

Applicant/agent signature

*5/9/19*

Date

**received**  
*5.16.19*

Exhibit  
*A2g*

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
FALCON CREST**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FALCON CREST is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by M3 Acquisitions, L.L.C., an Arizona limited liability company (“Grantor” and “Class B Member”).

received  
5.16.19

Exhibit  
A2c

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## ARTICLE I: RECITALS

1.1 Property Covered. The property potentially subject to this Declaration of Covenants, Conditions and Restrictions for Falcon Crest (“Declaration”) is the property legally described on **Exhibit A** attached hereto and made a part hereof (“Property”). Grantor intends to develop the Property in multiple phases. The first phase of Falcon Crest, as reflected on the final plat attached hereto as **Exhibit B**, is hereby made subject to the terms of this Declaration. Future phases may be made subject to the terms of this Declaration by subsequent amendment identifying each final phase upon recording of the final plat therefor.

1.2 Residential Development. Falcon Crest is a residential development, which Grantor currently intends to develop into several unique residential neighborhoods. The Property may contain parcels of Common Area. 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. Within the residential development, limited purpose sub-associations may be formed where appropriate.

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

## ARTICLE II: DECLARATION

Grantor hereby declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, Grantor’s successors in interest and each grantee or Owner and such grantee’s or Owner’s respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner’s successors in interest, or by the Association.

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

any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing.

### ARTICLE III: DEFINITIONS

3.1 "Architectural Design Guidelines" shall mean guidelines established by Grantor governing residential design and landscaping within the Property, to be administered and amended by the Design Review Committee.

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

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

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

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

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

3.7 "Building Lot" shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed. The term "Building Lot" shall include single-family residential lots, but shall not include the Common Area.

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

3.9 "Common Area" shall mean any or all parcels of Falcon Crest Common Area, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open space, common landscaped areas as reflected on final plats for each phase.

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

3.11 "Design Review Committee" shall mean the committee created by the Grantor or an Association pursuant to Article XII hereof.

3.12 “Grantor” shall mean M3 Acquisitions, L.L.C., an Arizona limited liability company, or its successor(s) in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by M3 Acquisitions, L.L.C., an Arizona limited liability company, or its successor(s).

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

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

3.15 “Member” shall mean each person or entity holding a membership in the Association.

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

3.17 “Person” shall mean any individual, partnership, corporation or other legal entity.

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

3.19 “Property” shall mean those portions of the Property described on **Exhibit A** attached hereto and incorporated herein by this reference, including each lot, parcel and portion thereof and interest therein, including all necessary water rights associated with or appurtenant to such property.

3.20 “Regular Assessment” shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Common Areas and all Improvements located thereon, and the other costs of an Association which is to be levied against the Property of and paid by each Owner to the Association, pursuant to the terms hereof or the terms of this Declaration or a Supplemental Declaration.

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

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

3.23 “Falcon Crest” shall mean the Property.

3.24 “Falcon Crest Common Area” shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment and benefit of the entire Falcon Crest and each Owner therein, which real property is legally described on the final plat for each phase. Falcon Crest Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. Falcon Crest Common Area may include easement and/or license rights.

#### ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

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

4.1.1 Use, Size and Height of Dwelling Structure. All Building Lots shall be used exclusively for purposes allowed on the final plat which includes said lot.

4.1.2 Design Review Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Design Review Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Design Review Committee, in its reasonable discretion, deem relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Design Review Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Grantor or the applicable Design Review Committee whichever is more restrictive. Please refer to the Architectural Design Guidelines for specific setback requirement for each neighborhood.

4.1.4 Accessory Structures. Detached Garages, outbuildings, and storage sheds shall not be more than 150 sq. ft. in size and no higher than 8 ft. in height, unless approved by the Design Review Committee. The locations of such structures are subject to approval of the Design Review Committee. Detached garages built after the initial construction of the home must conform to the Architectural Design Guidelines and shall be submitted to the Design Review Committee for review and approval prior to construction. Permanent Basketball Standards are not permitted on the roof or walls of the dwelling, and Temporary Standards shall be stored indoors overnight. No playhouses, playground equipment, pools, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located unless approved in advance.

4.1.5 Driveways. All access driveways shall be constructed in accordance with the Architectural Design Guidelines.

4.1.6 Sidewalks. Sidewalks shall be set back from the edge of the right-of-way in accordance with local ordinances. Owners shall be responsible for maintenance of landscaping between the street and the sidewalk adjacent to their lots.

4.1.7 Mailboxes. Grantor shall provide community designated mailboxes and stands. All Mailboxes shall be installed in conformance with Postal Service Requirements, and shall be of consistent design and material. Mailbox maintenance shall be the responsibility of the Association.

4.1.8 Fencing. All fencing will be reviewed and approved in advance by the Design Review Committee and be constructed in accordance with the Architectural Design Guidelines.

4.1.9 Lighting. Fixtures, standards and all exposed accessories shall be harmonious with building design, and shall be as approved by the applicable Design Review Committee in accordance with the Architectural Design Guidelines. Other approved exterior lighting shall include normal front door entry, garage and other entries to the home providing they do not exceed 100 watts each and do not otherwise illuminate neighboring properties, as more specifically described in the Architectural Design Guidelines.

4.1.10 Garages. Each dwelling unit shall have an attached or detached fully enclosed garage adequate for a minimum of two (2), and a maximum of five (5) standard size automobiles. For specific criteria, see the Architectural Design Guidelines.

4.2 Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type are permitted. Satellite dishes are to be placed in consideration of neighbors and neighboring views. It is required, whenever possible as deemed by the Design Review Committee that satellite dishes be placed on the far back corner of the dwelling

4.3 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the

Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by any such Association or which would be in violation of any law.

4.4 No Further Subdivision. No Building Lot may be further subdivided.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the applicable Design Review 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) "For Sale" signs shall be limited to one sign per residence, not to exceed six square feet; (3) temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation; (4) such signs identifying Falcon Crest, or informational signs, of customary and reasonable dimensions as prescribed by the Design Review Committee may be displayed on or from the Common Area; Streamers flags and other similar advertising or attention attracting devices are expressly prohibited. "For Rent" and "For Lease" signs shall not be permitted. Without limiting the foregoing, no sign shall be placed in the Common Area without the prior written approval of the Board. Additionally, Grantor may have owners remove signs for any reason. If Grantor has a standard marketing or sale sign, Owner is required to use the standard sign in lieu of individual builder or sales sign.

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

4.7 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining their Building Lot which would otherwise be the Associations' responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article IX of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due.

Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Associations fail to exercise their rights within a reasonable time following written notice by such Owner.

4.8 Grading and Drainage. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s) except for natural lots (lots which were not mass graded by the Grantor). For natural lots the Builder shall submit a grading plan for review and approval of the Design Review Committee. Builder is expressly responsible to ensure proper drainage and run off from said Building Lot. Builders are required to retain drainage on the lot or toward the street, with no drainage to adjoining lots. Exposed gutters and downspouts shall be painted to match the surfaces to which they are attached, unless otherwise approved in writing by the Design Review Committee. The use of decorative copper gutters and downspouts is subject to the approval of the Design Review Committee.

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

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

4.11 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

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

4.13 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Kuna City Sewer System and pay all charges assessed therefore.

4.14 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth other than by the Grantor. This paragraph shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements or irrigation water wells, or excavation and removal of materials during the course of construction by the Grantor.

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

4.16 Vehicles. The use of all vehicles within areas other than public streets, including but not limited to trucks, automobiles, bicycles, motorcycles and snowmobiles, shall be subject to all Association Rules, which may prohibit or limit the use thereof within Falcon Crest. On-street parking shall be permitted except where expressly prohibited. No parking spot or stall shall be permitted in any side, front or backyard. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path.

4.17 Animals/Pets. No animals, birds, insects, pigeons, poultry, reptiles, or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This paragraph does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated house cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in Falcon Crest shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. The construction of dog runs or other pet enclosures shall be subject to applicable Design Review Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and/or rear Building Lot line, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from Common Area or an adjacent Building Lot. The keeping of animals shall at all times comply with Kuna City Ordinances.

4.18 Landscaping. Builders shall be responsible for front yard landscapes and individual automatic sprinkler systems. Landscaping on said Building Lot shall be in conformance with the landscape plan approved by the Association, and as approved by the applicable Design Review Committee. The minimum front, rear, and side yard landscaping set forth shall be installed within thirty (30) days of substantial completion of the home on said Building Lot, weather permitting. Rear yard landscaping on Building Lots abutting community open space shall be installed within sixty 60 days of closing, weather permitting. Prior to

construction of Improvements, the Owner (or any Association to which such responsibility has been assigned) shall provide adequate irrigation and maintenance of existing trees and landscaping, shall control weeds, and maintain the Owner's (or Association's) property in a clean and safe condition free of debris or any hazardous condition. All trees located on common Building Lot lines shall be the joint responsibility of the adjoining Building Lot owners. All landscaped Common Areas shall be irrigated by an underground sprinkler system.

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

Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. All front yard landscaping on a Building Lot, unless otherwise specified by the applicable Design Review Committee, shall be completed as soon as reasonably practical, and not to exceed thirty (30) days following completion of the residential structure on such Building Lot. Gravel, lava rock or extensive paved surfaces (excluding normal driveway access and entry pathways) will not be permitted. Landscaping minimums are more specifically described in the Architectural Design Guidelines.

Owners of lots that have not been built upon are required to keep the lot free of debris, regardless of the source of the debris. Owners must additionally spray weeds in accordance with local ordinances and mow the lot if necessary. Failure to comply with this requirement may result in the work being accomplished by the HOA, which may then bill and lien the lot to cover the cost of compliance with this landscaping requirement.

4.19 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to Common Area to utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Design Review

Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property owned by Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Ada County Recorder.

4.20 Water Rights Appurtenant to Subdivision Lands. Within one hundred twenty (120) days of the date of the recording of this Declaration, Grantor shall transfer from the Property subject to this Declaration, and within the boundaries of an irrigation entity, as defined in said Section 31-3805, Idaho Code, all necessary water rights and assessment obligations appurtenant to the Property to the Association.

4.21 Commencement of Construction. Any Owner of a Building Lot shall, within a period of nine (9) months following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within six (6) months thereafter. The term "commence the construction" as used in this paragraph, shall require actual physical construction activities upon such dwelling structure upon such Building Lot.

4.22 Roof Material. All roofing materials to be as referenced in the Architectural Design Guidelines. Color to be approved by the Design Review Committee.

4.23 Design Criteria. The general and specific restrictions contained in this Article IV are detailed in the Architectural Design Guidelines. In the event of a conflict between specific restrictions in this Article IV and the Architectural Design Guidelines, the Architectural Design Guidelines shall take precedence.

#### ARTICLE V: FALCON CREST HOMEOWNERS ASSOCIATION

5.1 Organization of Falcon Crest Homeowners Association. Falcon Crest Homeowners Association, Inc. ("Association") shall be initially organized by Grantor as a non-profit corporation under the provisions of the Idaho Code relating to non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner shall have more than one membership in the Association per residence. Memberships in the Association shall be appurtenant to the Building Lot or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots

owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below.

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

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and shall be entitled to one thousand (1,000) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association when all Building Lots within the Property have been sold.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

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

5.5 Power and Duties of the Association.

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

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration. An Association set up fee of \$250.00 shall be charged upon the initial closing of each Building Lot, and an Association transfer fee of \$400.00 shall be charged upon each subsequent sale of each Building Lot. The initial Assessment shall be \$225.00 per quarter, due on the first day of each calendar quarter, which amount is subject to change by the Board of Directors of the Association. The Board has the authority to raise dues annually by no more than 20% (excluding Special Assessments and Limited Assessments); any dues increase of more than 20% shall require affirmative majority vote of the Members.

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

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, and to contract for the maintenance, repair, replacement and operation of the Common Area.

5.5.1.4 Association Rules. The Association has the power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas, including but not limited to the use of private streets by the Owners, their families, invitees, licensees, lessees or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency. The rules may include the right to assess and collect fines for violation of the Rules.

5.5.1.5 Emergency Powers. The power, exercised by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry

shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

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

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

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

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

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

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

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

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

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

5.5.2.3 Maintenance of Berms, Retaining Walls and Fences. Maintain the berms, retaining walls, fences, stormwater swales and water amenities within Common Area. Maintain the water amenities constructed by Grantor or Association located in that certain easement or Common Area in, over and through Building Lots as shown on the Plat.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against Falcon Crest Common Area or against Falcon Crest, the Association and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.5.2.5 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, recyclables, refuse and rubbish collection, electrical, telephone and gas and other necessary services for Falcon Crest Common Area, and to manage for the benefit of Falcon Crest all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation the following policies of insurance:

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

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor and the individual grantees and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of Falcon Crest Common Area. Limits of liability of such coverage shall be as follows: Not less than One Million and No/100 Dollars (\$1,000,000.00) per person and One Million

and No/100 Dollars (\$1,000,000.00) per occurrence with respect to personal injury or death, and One Million and No/100 Dollars (\$1,000,000.00) per occurrence with respect to property damage.

5.5.2.6.3 Full coverage directors' and officers' liability insurance with a limit of at least One Million and No/100 Dollars (\$1,000,000.00).

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

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

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

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

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

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

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

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of

the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Design Review Committee, or any other committee, or any officer of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

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

5.7.1 A pro forma operating statement or budget, for each fiscal year shall be distributed not less than thirty (30) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

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

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

#### ARTICLE VI: LIGHT MAINTENANCE OF STORM WATER FACILITIES

6.1 Maintenance Manual. Operation and maintenance of the storm water facilities at Falcon Crest shall be governed in accordance with a maintenance manual that may be modified from time to time at the direction of the Board of the Association.

6.2 ACHD Storm Water Drainage System. Lots for ACHD facilities and easements are as reflected on the Final Plat for Falcon Crest Subdivision No. 1. The Ada County Highway District ("ACHD") storm water drainage system in Falcon Crest encumbered by that certain First

Amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015, as Instrument No. 2015-103256, official records of Ada County, Idaho, and incorporated herein by this reference as if set forth in full (“Master Easement”). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section Idaho Code Section 40-2302. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

6.3 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage, and is first approved in writing by the Design Review Committee and ACHD. For the purposes hereof, “established” drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Design Review Committee and/or ACHD, which may include drainage from Common Area over any Building Lot in the Property.

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

## ARTICLE VII: PRIVATE STREETS

7.1 Private Streets and Gates. Declarant hereby elects to provide access to the Lots in the Subdivision by a system or systems of private streets and control gates (“Private Streets”) to be constructed by Declarant and owned and operated by the Association. The Private Streets are designated on the Plat for \_\_\_\_\_ and shall hereafter be dedicated and restricted to the perpetual and indefeasible right of ingress and egress over and across the same for the exclusive use and benefit of the Owners and occupants of Phase 1, their guests, and their invitees. The Private streets shall be owned, maintained, and controlled by the Association for the benefit of each Lot and Owner, and to provide access to public streets.

7.2 Easement for Private Streets. There is hereby reserved for the use and benefit of the Declarant and granted for the use and benefit of each Lot, and for the use and benefit of each Owner and Occupant, and for the use and benefit of the Association, and their successors and assigns, for the purposes incident to such use, development and maintenance of the Subdivision, the following permanent, perpetual, non-exclusive easement, for common ingress and egress over and across the private street serving the Subdivision located entirely on Lot \_\_\_ of the Subdivision providing common access within the Subdivision to the public streets, as depicted on the Plat for ingress and egress to all of the Lots benefited thereby.

7.3 Maintenance of Private Streets. In addition to the powers delegated to it by the Articles, Bylaws and this Declaration, without limiting the generality thereof, the Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners in Phase 1 and to maintain, repair and clean the Private Streets. Such

maintenance obligation shall include snow removal, resealing and patching as and when necessary, replacing and repaving when necessary to the same standard as adjacent public streets, and replacement of all gates. The Owners Phase 1 shall be assessed for the costs of maintaining the Private Streets.

#### ARTICLE VIII: RIGHTS TO COMMON AREAS

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

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

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

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

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

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

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

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

8.4 Storm Water Swales. Stormwater swales may be located within Ada County Highway District right-of-way. Any swale shall be maintained by Owners' Association in a common lot. Any planting in or tampering with the swales is expressly prohibited.

8.5 Commercial Area Sign Easement. Lot Owners in the commercial mixed-use area shall be entitled to place signage in the Common Area adjacent to their properties along Cloverdale Road subject to Association approval of the plans and required approvals from local government authorities.

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

#### ARTICLE IX: PRESSURIZED IRRIGATION

9.1 Irrigation District Service. Grantor will construct on the Common Area a pressurized irrigation pond and pumping station to be owned and operated by the Association. WATER FROM THE IRRIGATION WATER SYSTEM IS NOT DRINKABLE; EACH LOT OWNER SHALL BE RESPONSIBLE TO ENSURE THAT IRRIGATION WATER WITHIN THE BOUNDARIES OF SUCH OWNER'S LOT IS NOT CONSUMED BY ANY PERSON OR USED FOR CULINARY PURPOSES.

9.2 Pressurized Irrigation for Commercial Area. The Association shall provide access to the pressurized irrigation system for the benefit of Owners in the adjacent commercial area, and shall be entitled to charge reasonable rates to Owners in the commercial area for access and use to the pressurized irrigation system.

#### ARTICLE X: ASSESSMENTS

10.1 Covenant to Pay Assessments. By acceptance of a deed to any property in Falcon Crest, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument. Grantor is specifically excluded from any obligation to pay Assessments; however, Grantor intends to provide operational funds to the Association on an as-needed basis, in Grantor's absolute discretion, until such time as the Property has been developed.

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

10.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonably attorneys' fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors

in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

10.2 Regular Assessments. All Owners, specifically excluding the Grantor, are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

10.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

10.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in Falcon Crest for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) or more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year.

10.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner, but specifically excluding Grantor, for any given fiscal year shall be computed as follows:

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

10.3 Special Assessments.

10.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of

capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of a majority of the Owners voting on such Special Assessment. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

10.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

10.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment and/or a fine against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of the governing instruments for Falcon Crest. No Limited Assessments and/or fines may be imposed upon a Member for a violation of the terms of this Declaration by a Member unless the following requirements are complied with by the Board:

10.4.1 A majority vote by the Board shall be required prior to imposing any Limited Assessment or fine on a Member for a violation of any covenants and restrictions pursuant to the rules and regulations of the Association;

10.4.2 Written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Member at least thirty (30) days prior to the meeting;

10.4.3 In the event the Member begins resolving the violation prior to the meeting, no Limited Assessment and/or fine shall be imposed so long as the Member continues to address the violation in good faith until fully resolved; and

10.4.4 No portion of any Limited Assessment and/or fine may be used to increase the remuneration of any Member of the Board or an agent of the Board.

10.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

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

10.7 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owner's Building Lot.

10.8 Estoppel Certificate. The Association, upon at least ten (10) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

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

#### ARTICLE XI: ENFORCEMENT OF ASSESSMENTS; LIENS

11.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may

exercise the power of foreclosure and sale pursuant to paragraph 10.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

## 11.2 Assessment Liens.

11.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable management and attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recordation of a claim of lien with the Ada County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

11.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction 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.

11.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

11.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such

Building Lot(s), and a copy thereof is recorded by the Association in the Office of the Ada County Recorder.

11.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 10.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

11.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

#### ARTICLE XII: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

12.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

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

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

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

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

#### ARTICLE XIII: DESIGN REVIEW COMMITTEE

13.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on Falcon Crest Design Review Committee. Each member shall hold office until such time as such member has

resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Design Review Committee need not be an Owner. Members of the Design Review Committee may be removed by the person or entity appointing them at any time without cause.

13.2 Grantor's Right of Appointment . At any time, and from time to time, prior to fifteen (15) years after the recording date of this Declaration in which Grantor is the Owner of any of the Property, Grantor shall have the exclusive right to appoint and remove all members of the Design Review Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Design Review Committee. If a vacancy on the Design Review Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

13.3 Review of Proposed Construction. The Design Review Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Design Review Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Design Review Committee review and approval. The Design Review Committee shall have the power to hire an architect or engineer, licensed with the State of Idaho, or other design consultant in its discretion, to assist the Design Review Committee in its review of proposals or plans and specifications submitted to the Design Review Committee. The Design Review Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

13.3.1 Conditions on Approval. The Design Review Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements to the Association for the maintenance thereof, and/or upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

13.3.2 Design Review Committee Rules and Fees. The Design Review Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Design Review Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Design Review Committee, including the cost and

expense of hiring an architect or engineer licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated.

Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space. The Design Review Committee may amend or revise the rules and regulations from time to time, only with board approval and notice to homeowners.

13.3.3 Detailed Plans. The Design Review Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscaping plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Until receipt by the Design Review Committee of any required plans and specifications, the Design Review Committee may postpone review of any plan submitted for approval.

13.3.4 Design Review Committee Decisions. Decisions of the Design Review Committee and the reasons therefore shall be transmitted by the Design Review Committee to the Applicant at the address set forth in the application for approval within twenty-one (21) days after filing all materials required by the Design Review Committee. Any materials submitted pursuant to this Article XII shall be deemed approved unless written disapproval by the Design Review Committee shall have been mailed to the Applicant within twenty-one (21) days after the date of filing said materials with the Design Review Committee. Final approval of any plans by the Design Review Committee shall be valid for a period of one (1) year, after which period the approval shall expire.

13.4 Meetings of the Design Review Committee. The Design Review Committee shall meet from time to time as necessary to perform its duties hereunder. The Design Review Committee may from time to time by resolution unanimously adopted in writing, designate an Design Review Committee representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the Design Review Committee, except the granting of variances pursuant to paragraph 12.9. In the absence of such designation, the vote of any two (2) members of the Design Review Committee, or the written consent of any two (2) members of the Design Review Committee taken without a meeting, shall constitute an act of the Design Review Committee.

13.5 No Waiver of Future Approvals. The approval of the Design Review Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Design Review Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

13.6 Compensation of Members. The members of the Design Review Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred

by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

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

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

13.7.2 Within sixty (60) days thereafter, the Design Review Committee or its duly authorized representative shall inspect such Improvement. If the Design Review Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

13.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Design Review Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Design Review Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the non-compliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

13.7.4 If for any reason the Design Review Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

13.8 Non-Liability of Design Review Committee Members. Neither the Design Review Committee nor any member thereof, nor its duly authorized Design Review Committee representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Design Review Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Design Review Committee. The Design Review Committee shall review and approve or disapprove, at its discretion, all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Design Review

Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

13.9 Variances. The Design Review Committee, at its discretion, may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. However no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Design Review Committee, and shall become effective upon recordation in the office of the County Recorder of Ada County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

#### ARTICLE XIV: EASEMENTS

14.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the Improvements including but not limited to structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph.

14.2 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, and by all Owners,

their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

14.3 Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of any Association the right to grant additional easements and rights-of-way over the Property and/or a Tract, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Building Lot in the Property to a purchaser.

14.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of Falcon Crest or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however that the Owner of such Building Lots and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XIII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Association Design Review Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

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

14.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

14.4.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Building Lot.

14.5 Driveway Easements. Whenever a driveway is installed within the Property which in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served, or installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway shall be entitled to full use and enjoyment of such other Building Lot as required to service such Owner's Building Lot or to repair, replace or maintain such driveway.

14.6 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or driveways, or with respect to the sharing of the cost therefore, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

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

14.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the eave line.

14.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall, constructed on a Building Lot under plans and specifications approved by the Design Review Committee is located within three (3) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed 3 feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence. The Association has the right to enter onto any Building Lot to repair and/or replace any fencing located along the Common Area boundary line, and the Association is granted an easement (not to exceed 5 feet from the Building Lot line) for such purposes. Owners are prohibited from repairing or replacing any Common Area boundary fencing, and the Association may bill an Owner for such Owner's proportionate share of fencing maintenance performed by the Association.

#### ARTICLE XV: MISCELLANEOUS

15.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2040, unless

amended as herein provided. After December 31, 2040, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Kuna and Ada County Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

## 15.2 Amendment.

15.2.1 By Grantor. Except as provided in paragraph 14.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a particular Tract may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such Tract.

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

15.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

15.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

15.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been

deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph.

15.5 Enforcement and Non-Waiver.

15.5.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

15.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action in the Grantor, the Association or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

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

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

15.5.5 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.

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

15.6.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

15.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 15.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

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

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

15.7 Successors and Assigns. All references herein to Grantor, Owners, any Association or person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Association or person.

[remainder of page is intentionally blank]

IN WITNESS WHEREOF, Grantor has set its hand this \_\_\_\_ day of \_\_\_\_\_, 2018.

M3 Acquisitions, L.L.C.,  
an Arizona limited liability company

By: M3 Builders, L.L.C.,  
an Arizona limited liability company

Its: Manager

By: The M3 Companies, L.L.C.,  
an Arizona limited liability company

Its: Sole member

By: \_\_\_\_\_  
William I. Brownlee, Manager

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared William I. Brownlee, known or identified to me to be the Manager of The M3 Companies, L.L.C., the limited liability company that is the Sole Member of M3 Builders, L.L.C., the limited liability company that is the Manager of **M3 Acquisitions, L.L.C.**, the limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY  
POTENTIALLY SUBJECT TO THIS DECLARATION**

**EXHIBIT B**

**FINAL PLAT FOR FALCON CREST  
PHASE 1**



# City of Kuna AFFIDAVIT OF LEGAL INTEREST

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

State of Idaho )  
                          )  
County of Ada )

I, Falcon Crest Holdings LLC , 4222 E Camelback Rd, Ste H100  
Name Address  
Phoenix , AZ 85018  
City State Zip Code

being first duly sworn upon oath, depose and say:

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

A. That I am the record owner of the property described on the attached, and I grant my  
permission to JUB Engineers, Inc. 250 S Beechwood Ave, Boise, ID 83709  
Name Address

to submit the accompanying application pertaining to that property.

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

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

Dated this 15<sup>th</sup> day of May, 2019

[Signature]  
Signature

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



Marianne Arko  
Notary Public for Idaho Arizona  
Residing at: Maricopa, Arizona  
My commission expires: 06/17/2022

received  
5.16.19

Exhibit  
A2e



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

J-U-B COMPANIES



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

September 12, 2019

Wendy Howell, PCED  
Planning and Zoning Director  
City of Kuna  
751 W. 4<sup>th</sup> Street  
Kuna, Idaho 83634

**RE: ROBINHOOD SUBDIVISION –REZONE**

Dear Ms. Howell:

On behalf of our client, M3 ID Falcon Crest, LLC, please accept this request for a Rezone Application to rezone a portion of Robinhood Subdivision to R-6 from R-12. The proposed development is located on the east side of S. Cloverdale Road immediately adjacent to the existing Falcon Crest Golf Course. The subject property has been annexed into the City of Kuna. The address for the subject property is 11102 S Cloverdale Rd, Kuna, Idaho.

**Rezone Application**

Our client is proposing to rezone an approximately 25.08 acre parcel in Robinhood Subdivision which is currently zoned R-12 to R-6 zoning. The rezone will result in a decrease in allowable density. An exhibit showing the location of the area to be rezoned is attached as a part of this application.

A Neighborhood Meeting notice was sent to all neighbors within 450' of the project boundaries. The Neighborhood Meeting was held on September 11, 2019.

The enclosed applications have been submitted in accordance with the requirements of the City of Kuna and will comply with all applicable local, state and federal requirements. 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 blue ink, appearing to read "W Shrief".

Wendy Shrief, AICP





J-U-B COMPANIES

THE  
LANGDON  
GROUPGATEWAY  
MAPPING  
INC.

ROBINHOOD SUBDIVISION  
ZONE R-12 TO R-6  
LEGAL DESCRIPTION

That portion of the Northwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County, Idaho, particularly described as follows:

**COMMENCING** at the southwest corner of said Section 22, from which the south quarter-corner of said Section 22 bears South 89°57'42" East, 2660.56 feet; Thence along the west line of said Section 22, North 00°42'47" East, 2650.93 feet to the west quarter-corner of said Section 22; Thence continuing along said west line, North 00°42'27" East, 1142.35 feet; Thence departing from said west line, South 89°17'33" East, 48.00 feet to the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records; Thence departing from said easterly right-of-way line, South 55°00'22" East, 79.02 feet; Thence South 00°42'27" West, 110.67 feet; Thence South 70°31'04" East, 85.38 feet; Thence South 89°17'33" East, 440.03 feet; Thence North 86°39'34" East, 21.08 feet to the **POINT OF BEGINNING**;

Thence N 00°36'05" W, 230.04 feet;

Thence N 73°23'45" W, 47.82 feet;

Thence N 49°58'04" W, 84.86 feet;

Thence N 35°04'13" W, 85.12 feet;

Thence N 24°40'27" W, 85.69 feet;

Thence N 08°49'29" W, 460.11 feet;

Thence N 11°08'36" W, 506.18 feet;

Thence S 78°48'01" E, 355.07 feet;

Thence N 84°05'51" E, 51.29 feet;

Thence N 68°00'12" E, 596.38 feet;

Thence S 21°59'48" E, 42.82 feet;

Thence S 21°40'51" W, 156.06 feet;

Thence S 60°39'42" W, 36.71 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the right an arc length of 54.81 feet, having a radius of 56.00 feet, a central angle of 56°04'34", a chord bearing of S 09°45'34" E and a chord length of 52.65 feet;

Thence S 18°16'43" W, 89.69 feet;

Thence S 66°51'30" W, 442.48 feet;

Thence S 56°08'46" W, 49.18 feet;

Thence S 30°17'23" W, 46.37 feet;



J-U-B COMPANIES

THE  
LANGDON  
GROUPGATEWAY  
MAPPING  
INC.**J-U-B ENGINEERS, INC.**

Thence S 06°02'31" W, 43.10 feet;  
 Thence S 15°29'35" E, 51.49 feet;  
 Thence S 18°26'47" E, 52.22 feet;  
 Thence S 22°02'23" E, 53.33 feet;  
 Thence S 10°19'47" E, 50.57 feet;  
 Thence S 01°41'08" E, 170.00 feet;  
 Thence S 08°36'49" E, 54.53 feet;  
 Thence S 43°41'14" E, 52.60 feet;  
 Thence S 81°20'14" E, 52.60 feet;  
 Thence S 10°09'44" E, 120.00 feet to the beginning of a non-tangent curve;  
 Thence along said non-tangent curve to the left an arc length of 66.95 feet, having a radius of 201.50 feet, a central angle of 19°02'10", a chord bearing of N 70°19'11" E and a chord length of 66.64 feet;  
 Thence N 60°48'05" E, 116.36 feet to the beginning of a curve;  
 Thence along said curve to the right an arc length of 69.03 feet, having a radius of 373.50 feet, a central angle of 10°35'23", a chord bearing of N 66°05'47" E and a chord length of 68.93 feet to the beginning of a reverse curve;  
 Thence along said reverse curve to the left an arc length of 56.49 feet, having a radius of 50.00 feet, a central angle of 64°43'56", a chord bearing of N 39°01'31" E and a chord length of 53.53 feet;  
 Thence N 60°29'17" W, 61.32 feet;  
 Thence N 50°32'11" W, 79.42 feet;  
 Thence N 35°20'42" W, 79.20 feet;  
 Thence N 19°05'05" W, 79.20 feet;  
 Thence N 02°49'29" W, 79.20 feet;  
 Thence N 13°26'08" E, 79.20 feet;  
 Thence N 29°41'45" E, 79.20 feet;  
 Thence N 45°57'22" E, 79.20 feet;  
 Thence N 67°22'53" E, 78.51 feet;  
 Thence N 79°51'40" E, 67.05 feet;  
 Thence N 84°25'44" E, 73.72 feet;  
 Thence S 72°04'52" E, 21.37 feet;  
 Thence N 09°23'47" E, 106.17 feet;  
 Thence N 17°05'11" E, 58.67 feet;  
 Thence N 27°05'58" E, 152.56 feet;  
 Thence N 34°44'51" E, 68.61 feet;  
 Thence S 65°29'46" E, 95.99 feet;  
 Thence N 03°19'30" E, 30.03 feet to the beginning of a curve;  
 Thence along said curve to the left an arc length of 65.73 feet, having a radius of 100.00 feet, a central angle of 37°39'30", a chord bearing of N 15°30'15" W and a chord length of 64.55 feet to the beginning of a reverse curve;



J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

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

Thence along said reverse curve to the right an arc length of 94.26 feet, having a radius of 56.00 feet, a central angle of 96°26'19", a chord bearing of N 13°53'09" E and a chord length of 83.52 feet;  
Thence N 43°58'57" W, 119.64 feet;  
Thence N 68°00'12" E, 133.72 feet;  
Thence S 43°58'57" E, 117.87 feet;  
Thence S 10°05'24" E, 42.36 feet;  
Thence S 16°42'00" W, 1,569.30 feet;  
Thence S 86°39'34" W, 532.21 feet to the **POINT OF BEGINNING**.

TOGETHER WITH that portion of the Northwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County, Idaho, particularly described as follows:

**COMMENCING** at the southwest corner of said Section 22, from which the south quarter-corner of said Section 22 bears South 89°57'42" East, 2660.56 feet; Thence along the west line of said Section 22, North 00°42'47" East, 2650.93 feet to the west quarter-corner of said Section 22; Thence continuing along said west line, North 00°42'27" East, 1142.35 feet; Thence departing from said west line, South 89°17'33" East, 48.00 feet to the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records and the **POINT OF BEGINNING**;

Thence departing from said easterly right-of-way line, South 55°00'22" East, 79.02 feet;  
Thence South 00°42'27" West, 110.67 feet; Thence South 70°31'04" East, 85.38 feet;  
Thence North 89°17'33" West, 146.13 feet to said easterly right-of-way line;  
Thence North 00°42'27" East, 182.66 feet to the **POINT OF BEGINNING**.

The above-described parcel of land contains 25.08 acres, more or less.

Robert L. Kazarinoff, PLS



09/11/2019



# Neighborhood Meeting Certification

CITY OF KUNA PLANNING & ZONING \* 763 W. Avalon, Kuna, Idaho, 83634 \* www.kunacity.id.gov \* (208) 922-5274 \* Fax: (208) 922-5989

### GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 5-1A-2 of the Kuna City Code or ask one of our planners for more information on neighborhood meetings.

The meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 2 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend. Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

You may request a list of the people you need to invite to the neighborhood meeting from our department. This list includes property owners within 300 feet of the subject property. Once you have held your neighborhood meeting, please complete this certification form and include it with your application.

**Please Note: The neighborhood meeting must be conducted in one location for attendance by all neighboring residents. Contacting and/or meeting individually with residents does not comply with the neighborhood meeting requirements.**

**Please include a copy of the sign-in sheet for your neighborhood meeting, so we have written record of who attended your meeting and the letter of intent sent to each recipient. In addition, provide any concerns that may have been addressed by individuals that attended the meeting.**

Description of proposed project: Rezone Application

Date and time of neighborhood meeting: September 11, 2019 6:00 - 7:00

Location of neighborhood meeting: Falcon Crest Golf Course Event Tent

### SITE INFORMATION:

Location: Quarter: \_\_\_\_\_ Section: 22 Township: 2N Range: 1E Total Acres: 36.72

Subdivision Name: Robinhood Subdivision Lot: \_\_\_\_\_ Block: \_\_\_\_\_

Site Address: S. Cloverdale Tax Parcel Number(s): S142212410; S142212000

Adjacent to Falcon Crest Golf Course S142233700

Please make sure to include **all** parcels & addresses included in your proposed use.

### CURRENT PROPERTY OWNER:

Name: Falcon Crest LLC

Address: 11102 S. Cloverdale City: Kuna State: ID Zip: 83634

### CONTACT PERSON (Mail recipient and person to call with questions):

Name: Wendy Shrief Business (if applicable): JUB Engineers

Address: 250 S. Beechwood Ave. City: Boise State: ID Zip: 83709

**PROPOSED USE:**

I request a neighborhood meeting list for the following proposed use of my property (check all that apply):

**Application Type**

**Brief Description**

Annexation

\_\_\_\_\_

Re-zone

\_\_\_\_\_

Subdivision (Sketch Plat and/or Prelim. Plat)

Rezone from R-12 to R-6

Special Use

\_\_\_\_\_

Variance

\_\_\_\_\_

Expansion of Extension of a Nonconforming Use

\_\_\_\_\_

Zoning Ordinance Map Amendment

\_\_\_\_\_

**APPLICANT:**

Name: JUB Engineers / Wendy Shrief

Address: 250 S. Beechwood Ave.

City: Boise

State: ID

Zip: 83709

Telephone: 208.376.7330

Fax: \_\_\_\_\_

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 5-1A-2 of the Kuna City Code

Signature: (Applicant)

Wg n20

Date

9/12/19

### NEIGHBORHOOD MEETING MINUTES

Meeting Date: 9/12/19 Number of Attendees: 4

Meeting Location: Falcon Crest Golf Course

Description of Project Presented:

- Presented map showing proposed zoning change from R-12 to R-6

Attendee's comments:

Questions on timing of construction of project; impacts on traffic; impacts on existing wells; prices of homes in subdivision

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

Wendy Shrief

Printed Name

Wendy Shrief

Signature

9/12/19

Date

# SIGN IN SHEET

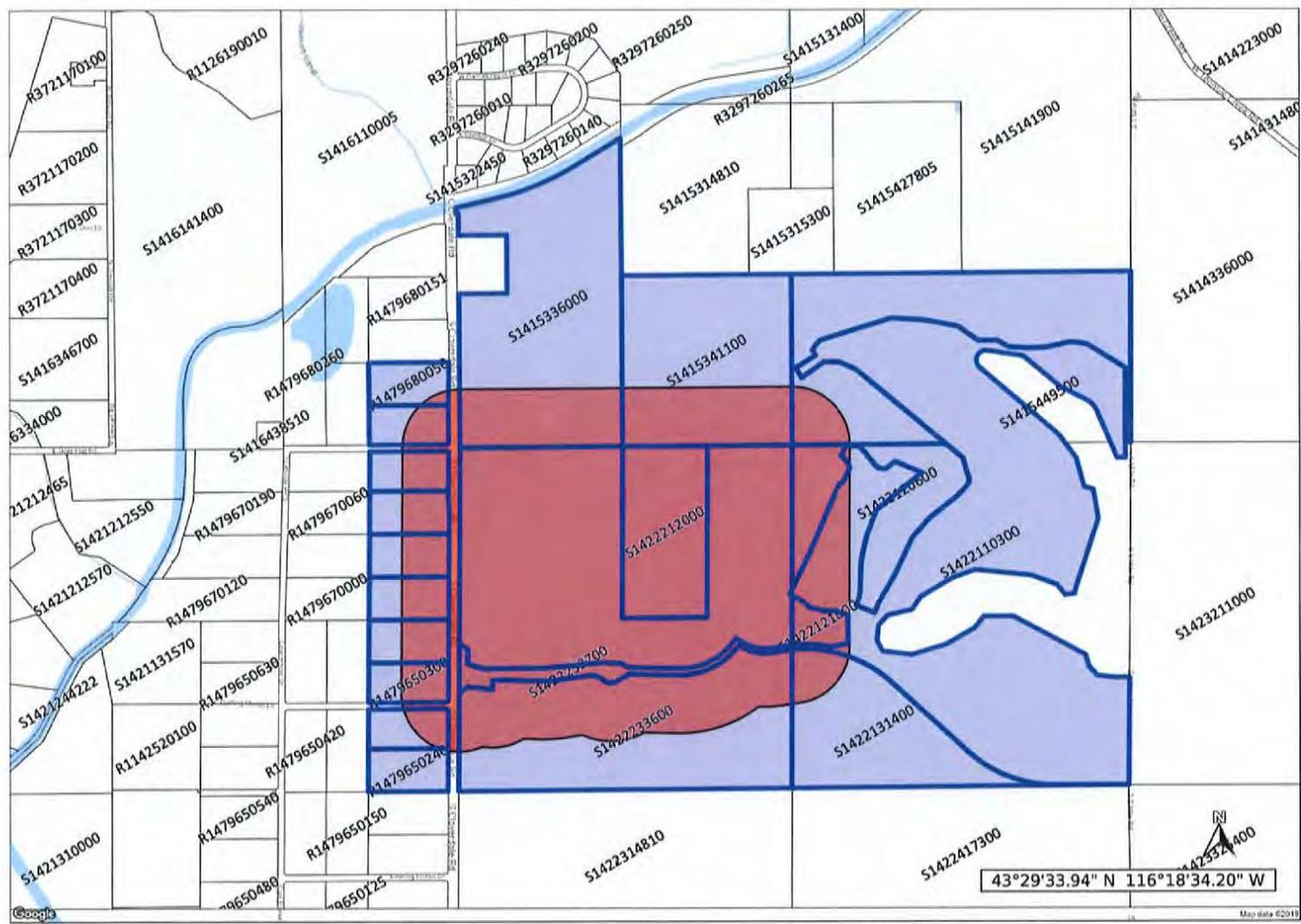
**PROJECT NAME:** Robinhood Subdivision Rezone

**Date:** 9/11/19

	<u>Name</u>	<u>Address</u>	<u>Zip</u>	<u>Phone</u>
1	<u>Donna Young</u>	<u>26588 E. Deer Flat</u>	<u>83634</u>	<u>208 921-7172</u>
2	<u>Jay Young</u>	<u>" "</u>	<u>" "</u>	<u>" "</u>
3	<u>Amy Ruhs.</u>	<u><del>to</del> youngdm63@gmail.com</u>		
4	<u>Amy Ruhs.</u>	<u>11589 S claverdale Rd</u>		<u>775-293-2107</u>
5	<u>John Ruhs.</u>	<u>" "</u>	<u>" "</u>	<u>775-293-2109</u>
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# Robin Hood Neighborhood Meeting 450' Buffer



Sep 04, 2019 - landproDATA.com  
Scale: 1 inch approx 1000 feet

The materials available at this website are for informational purposes only and do not constitute a legal document.



# 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

Wj Adl  
Applicant/agent signature

9/12/19  
Date

Jim and Michelle Tucker  
12131 W. Precept, Kuna, Idaho 83634

August 15, 2019

City of Kuna  
Planning and Zoning  
751 W 4th St, Kuna, ID 83634

RE: Robinhood Subdivision

We are writing to comment on the proposed **Robinhood Subdivision** at Falcon Crest Development. We live in Arrowrock Subdivision at the intersection of Kuna Mora and Cloverdale Road. We commute to State Street in Garden Valley each day for work. We make our comments without the benefit of seeing a plat or detailed proposal information.

We strongly encourage the City to consider the transportation plan for this 300-home development. Access currently on Cloverdale Road is backed up for many street crossings during commuter hours. Turning lanes and pull outs don't exist and the speed limit is 50 mph. The crossroad adjacent to the proposal, Kuna Road is a dead end and no other outlet exists than Cloverdale. Increasing traffic counts in this area will negatively impact the existing residents and commuters if this is not taken into consideration. We ask that the Developer be required to provide an alternative outlet, turning lanes and/or other solution to this problem.

As our community continues to grow, we must be proactive in protecting our citizens who have invested in their existing properties. Kuna is a great place to live and is a great place for potential growth, if planning is conducted in a strategic manner and the onus for change is placed on the parties profiting from development, rather than the existing homeowners.

Thank you,

*Michelle Tucker*

Cc: Ada County Highway District

**received**  
8.15.17

**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

## CITY OF KUNA PLANNING & ZONING COMMISSION

### MEETING MINUTES Tuesday, October 22, 2019

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

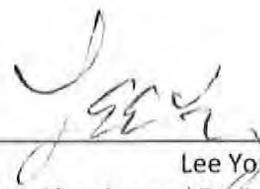
#### 4. ADJOURNMENT

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

**CITY OF KUNA  
PLANNING & ZONING COMMISSION**

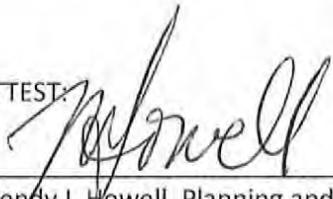
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**MEETING MINUTES  
Tuesday, October 22, 2019**



\_\_\_\_\_  
Lee Young, Chairman  
Kuna Planning and Zoning Commission

ATTEST:



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



City of Kuna
Planning and Zoning Commission
Findings of Fact & Conclusions of Law

P.O. Box 13
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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
Engineer: JUB Engineers - Wendy Shrief
250 S. Beechwood Ave. S. 201
Boise, ID 83709
208.323.9336
Wshrief@jub.com

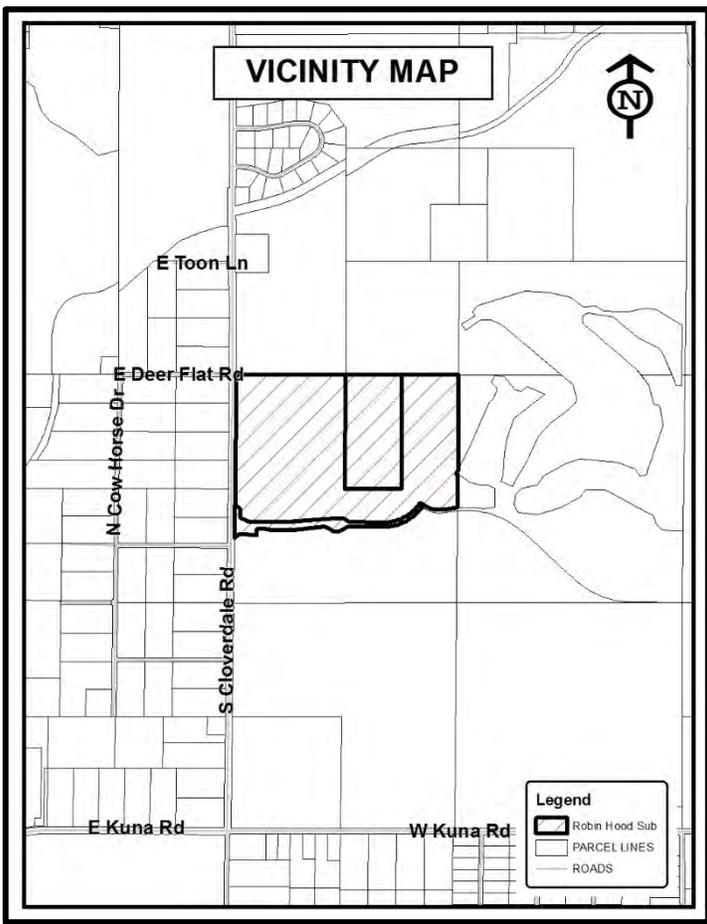


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I. Recommendation to City Council.

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:**

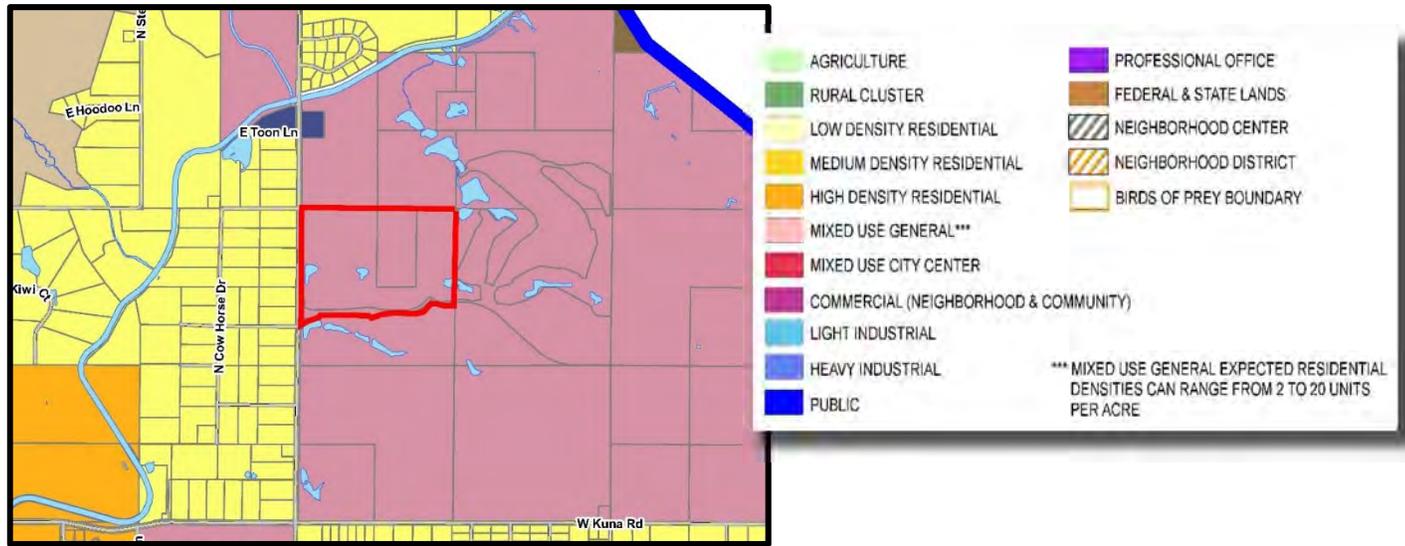
The applicant, JUB Engineers, on behalf of M3 Companies (Owner), requests approval to rezone approx. 25.08 acres and subdivide approx. 37.61 acres into 137 total lots. This site is located near the NEC of Cloverdale and Kuna Roads, Kuna, Idaho, in Section 22, Township 2 North, Range 1 East (APN #'s S1422212410;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

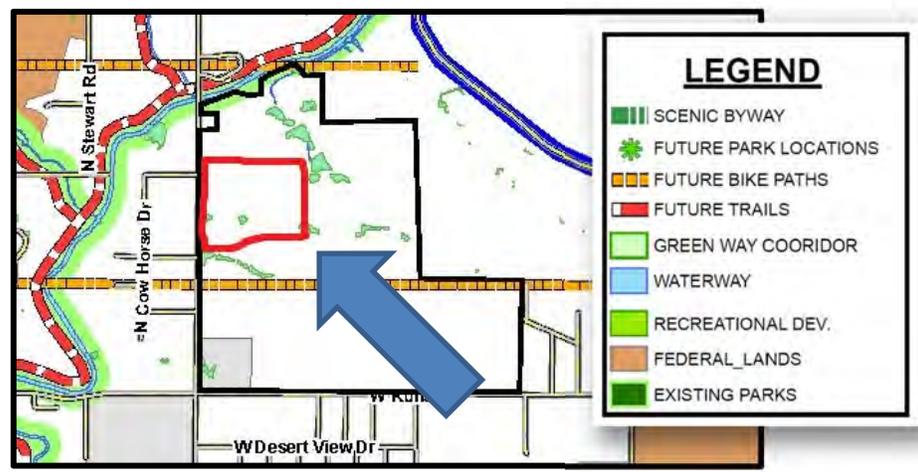
**D. General Projects Facts:**

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 (Rezzone) 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 13 147 of 147  
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.

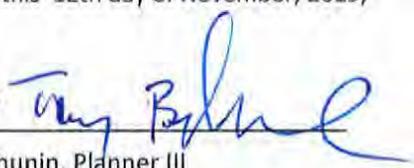
4. The Kuna Planning and Zoning Commission has the authority to **approve** Case No. 19-14-DR and to recommend **approval** to Council for Case No's 19-07-ZC and 19-03-S.

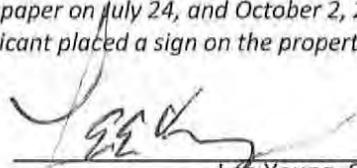
**Comment:** On October 22, 2019, the Commission voted to **approve** Case No. 18-14-DR and to recommend **approval** of Case No's 19-07-ZC and 19-03-S.

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 11<sup>th</sup>, 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,

ATTEST:   
Troy Behunin, Planner III  
Kuna Planning and Zoning Department

  
Lee Young, Chairman  
Kuna Planning and Zoning Commission



# City of Kuna

City Council  
Staff Memo

751 W 4<sup>th</sup> Street  
Kuna, ID 83634  
Phone : (208) 922-5274  
Fax: (208) 922-5989  
Kunacity.Id.gov

**To:** City Council

**Case Numbers:** 19-02-LLA (Lot Line Adjustment);  
Freedom Fitness

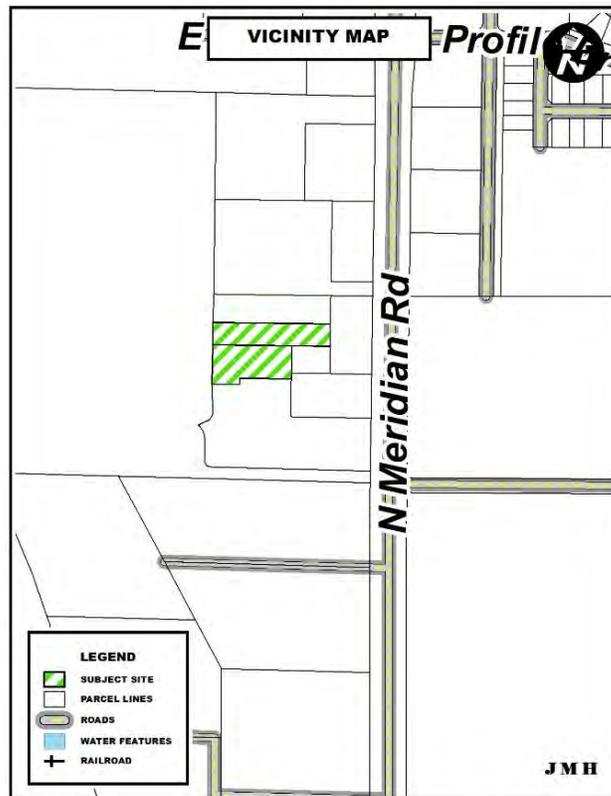
**Location:** 909 N. Meridian Road &  
921 N. Meridian Road,  
Kuna, ID 83634

**Planner:** Jace Hellman, Planner II

**Meeting Date:** December 17, 2019

**Owner of Record:** Jim Lesley  
7551 S. Flat Ln.  
Kuna, ID 83634

**Applicant(s):** Jeff Likes; ALC Architecture  
1119 E. State St  
Eagle, ID 83634  
208-514-2715  
Jeff@ALCArchitecture.com



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- A. Course Proceedings
- B. Applicant Request
- C. Vicinity and Aerial Maps
- D. History
- E. General Project Facts
- F. Staff Analysis
- G. Applicable Standards
- H. Proposed Decision by the Council

**A. Course of Proceedings:**

1. A Lot Line Adjustment (LLA) is designated in Kuna City Code (KCC) 1-14-3, as a public meeting, with the City Council as the decision-making body. As a public meeting, this application does not require public notice as set forth in Idaho Code, Chapter 65; Idaho Local Land Use Planning Act. The guidelines for decision making by the City Council as outlined in KCC 1-14-3 have been adhered to.

a. Notifications

- i. Public Works/ City Engineer                      November 15, 2019
- ii. Applicant Completeness Letter                      November 15, 2019
- iii. Agenda    December 17, 2019

**B. Applicants Request:**

On behalf of Jim Lesley (Owner), Jeff Likes with ALC Architecture seeks Lot Line Adjustment approval to Create a larger buildable lot within Ensign Subdivision No.2 for a new Freedom Fitness gym facility. The subject properties are located at 909 N. Meridian Road and 921 N. Meridian Road, Kuna, ID 83634 (APNs: R2404330020 & R2404330040).

C. Aerial Map:



D. History:

The final plat for Ensign No. 2 recorded on May 10, 2019. The Freedom Fitness facility was originally approved through the design review process by Planning and Zoning Commission on November 27, 2019. Following a re-configuration of the project, the applicant was required to go back through the design review process. That application was approved on May 28, 2019.

E. General Project Facts:

1. **Comprehensive Plan Designation:** The approved Comprehensive Plan Future Land Use Map identifies these parcels as commercial.

2. **Surrounding Land Uses:**

Direction	Current Zoning	
<b>North</b>	C-1	Neighborhood Commercial District – Kuna City
<b>South</b>	C-1	Neighborhood Commercial District – Kuna City
<b>East</b>	C-1	Neighborhood Commercial District – Kuna City
<b>West</b>	R-6	Medium Density Residential – Kuna City

3. **Parcel Size, Current Zoning, Parcel Numbers:**

Property Owner:	Parcel Size:	Current Zone:	Parcel Number:
Jim Lesley	0.71	R-6	R2404330020
Jim Lesley	0.751	R-6	R2404330040
<b>Total Acreage: 1.46</b>			

4. **Services:**

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

5. **Existing Structures, Vegetation and Natural Features:** The subject parcels are vacant of any structures. A landscape buffer and sidewalk exist along Meridian Road as a part of the requirements for Ensign Subdivision No. 2.

6. **Transportation / Connectivity:** Access to both parcels is available via Ensign Subdivision No. 1.

7. **Environmental Issues:** The subject site lies within the designated Nitrate Priority Area (NPA). Beyond the NPA, staff is not aware of any additional environmental issues, health or safety conflicts.

**F. Staff Analysis:**

The proposed construction plans for Freedom Fitness currently show the building located on two adjacent parcels. The applicant’s request would create one larger 1.23-acre buildable lot for the gym facility, and one smaller 0.23-acre parcel, which will remain undeveloped at this time.

The Ensign Subdivision is a commercial subdivision; however, the subject properties are currently zoned R-6 (Medium Density Residential). This is the result of an oversight in legal descriptions when the original parcel was originally annexed and zoned in 2009. In 2015, a rezone was approved correcting legal descriptions for what is now Ensign Subdivision’s nos. 1 and 2. The ordinance written after that approval only contained the already platted Ensign Subdivision No. 1. A second ordinance for Ensign No. 2 will be provided by Staff to complete the correction from 2015.

Staff views this proposed action to be consistent with the surrounding uses and the approved Future Land Use Map designation. Staff recommends that if the City Council approves case no. 19-02-LLA (Lot Line Adjustment), the developer/owner/applicant be subject to the conditions of approval listed in section “I” of this report, as well as any additional conditions requested by the City Council.

**G. Applicable Standards:**

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

**H. Proposed Decision by the Council:**

*Note: This proposed motion is for approval/conditional approval/denial of this request. However, if the Council wishes to approve or deny specific parts of the request as detailed in the staff report, those changes must be specified.*

Based on the facts outlined in staff’s report, the case file and any discussion at the public meeting, the City Council of Kuna, Idaho, hereby approves/conditionally approves/denies Case No. 18-01-LLA, a Lot Line Adjustment request by Inaki Lete; with the following conditions of approval:

1. Have the applicant’s representative engineer-surveyor record the following documents:
  - a. Record of Survey
  - b. Execute and record the necessary deeds to accomplish the property boundary adjustments as approved.

- c. Provide copies of the **recorded** record of survey and recorded new deeds, to the Planning and Zoning Department as evidence of compliance.
2. Applicant and/or owners shall complete the aforementioned conditions **within one (1) year of the City Council's Order of Decision** for this application; otherwise any approvals will be considered null and void.
3. Developer/applicant/owner shall work with the City Engineer and Staff to provide any additional easements for utilities on the new portion of lot 7, identified as Parcel A.
4. Developer/applicant/owner shall work with the City Engineer and Staff to ensure cross access is secured through Ensign No. 2.
5. The applicant shall adhere to all agency and city staff recommendations.
6. The applicant shall comply with all federal, state and local laws.

**DATED:** This 17<sup>th</sup> day of December, 2019.



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

### Lot Line Adjustment Checklist

A Lot Line Adjustment request does not require a public hearing, and will be scheduled for a regular City Council meeting as a regular agenda item.

Project name: Freedom Fitness                      Applicant: Jeff Likes

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

Applicant (✓)	Description	Staff (✓)
X	Completed and signed Commission & Council Review Application.	✓
X	Detailed submittal letter explaining how the project enhances and beautifies the community and types of services the project will provide and/or reason for the lot line adjustment.	✓
X	Legal description of the property: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description.	✓
X	Proof of ownership—A copy of your deed and Affidavit of Legal Interest (for all interested parties).	✓
X	8 1/2 x 11 vicinity map showing streets, driveways, property lines, etc.	✓
X	A sketch showing the proposed lot line adjustment. The sketch shall include the following information: <ul style="list-style-type: none"> <li>◇ Current lot size including dimensions, square-footage and street frontage.</li> <li>◇ Proposed new location of the lot line and new dimensions, square-footages and street frontages.</li> <li>◇ Streets, surrounding land uses, etc.</li> <li>◇ Existing and proposed public improvements including sidewalk, streets, lighting, landscaping, natural features, etc, if applicable.</li> </ul>	✓

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

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

received  
10.24.19



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)	19-02-LLA
Project name	Freedom Fitness LLA
Date Received	10.24.19
Date Accepted/Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

#### Contact/Applicant Information

Owners of Record: <u>Jim Lesley</u>	Phone Number: _____
Address: <u>7591 S. Flat Kn.</u>	E-Mail: _____
City, State, Zip: <u>Kuna, ID 83634</u>	Fax #: _____
Applicant (Developer): <u>Jett Likes</u>	Phone Number: <u>208 514 2715</u>
Address: <u>1119 E. State St</u>	E-Mail: <u>j.lf @ ALC Architects.com</u>
City, State, Zip: <u>Eagle, ID 83616</u>	Fax #: _____
Engineer/Representative: <u>Jett Likes</u>	Phone Number: <u>same</u>
Address: <u>same</u>	E-Mail: <u>same</u>
City, State, Zip: _____	Fax #: _____

#### Subject Property Information

Site Address: <u>817 N. Meridian Rd. Kuna, ID 83634</u>	
Site Location (Cross Streets): <u>N. Meridian Rd. - E. Meadow View Rd</u>	
Parcel Number (s): <u>S1324142300</u>	
Section, Township, Range: <u>S24 T2N R1W</u>	
Property size: <u>63,608 s.f.</u>	
Current land use: <u>Gym</u>	Proposed land use: <u>Gym</u>
Current zoning district: <u>C-1</u>	Proposed zoning district: <u>C-1</u>

**Project Description**

Project / subdivision name: \_\_\_\_\_

General description of proposed project / request: Remove Lot line  
Add Lot Line

Type of use proposed (check all that apply):

Residential \_\_\_\_\_

Commercial Gym

Office \_\_\_\_\_

Industrial \_\_\_\_\_

Other \_\_\_\_\_

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

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No

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

Any existing buildings to remain?  Yes  No

Number of residential units: N/A Number of building lots: \_\_\_\_\_

Number of common and/or other lots: \_\_\_\_\_

Type of dwellings proposed:

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

Townhouses \_\_\_\_\_

Duplexes \_\_\_\_\_

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

Other \_\_\_\_\_

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

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

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

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

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

Number of building lots: 1 Other lots: \_\_\_\_\_

Gross floor area square footage: 11,588 Existing (if applicable): \_\_\_\_\_

Hours of operation (days & hours): 6AM-9PM Building height: 26'-0"

Total number of employees: 20 Max. number of employees at one time: 10

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

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

Proposed Parking:

a. Handicapped spaces: 4 Dimensions: 9x20

b. Total Parking spaces: 28 Dimensions: 9x20

c. Width of driveway aisle: 24'-0"

Proposed Lighting: Existing

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

Applicant's Signature: [Signature] Date: 10.23.19



**October 22, 2019**

**City of Kuna Planning and Zoning Department  
Re: Freedom Fitness – Lot Line Adjustment**

To Whom It May Concern:

Pursuant to our Lot Line Adjustment application for a new fitness and exercise facility located at 817 North Meridian Road we respectfully request approval to remove an existing lot line and add a new lot line to the Ensign Sub. No. 2.

The proposed project is currently located over two adjacent lots on a single parcel in the Neighborhood Commercial Overlay District and the (C-1) zoning district. The lot line removal will allow the new facility to be constructed on a single lot, combining the previous adjacent lots. The building will be part of a larger mixed commercial use development with the purpose of address the needs of nearby neighborhood residents.

We also ask that a new lot line be added to divide the current Lot 7 of Ensign Subdivision No. 2. The portion being divided will give opportunity for additional business improvements and construction. We are also proposing to incorporate a fenced outdoor (sod) playfield adjacent to the facility.

We appreciate your approval of our lot line adjustment application. And we look forward to helping Kuna develop the Meridian Road corridor.

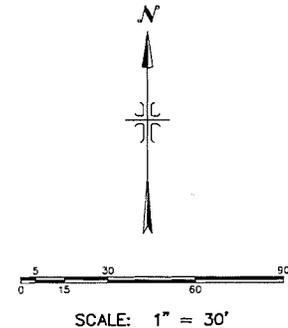
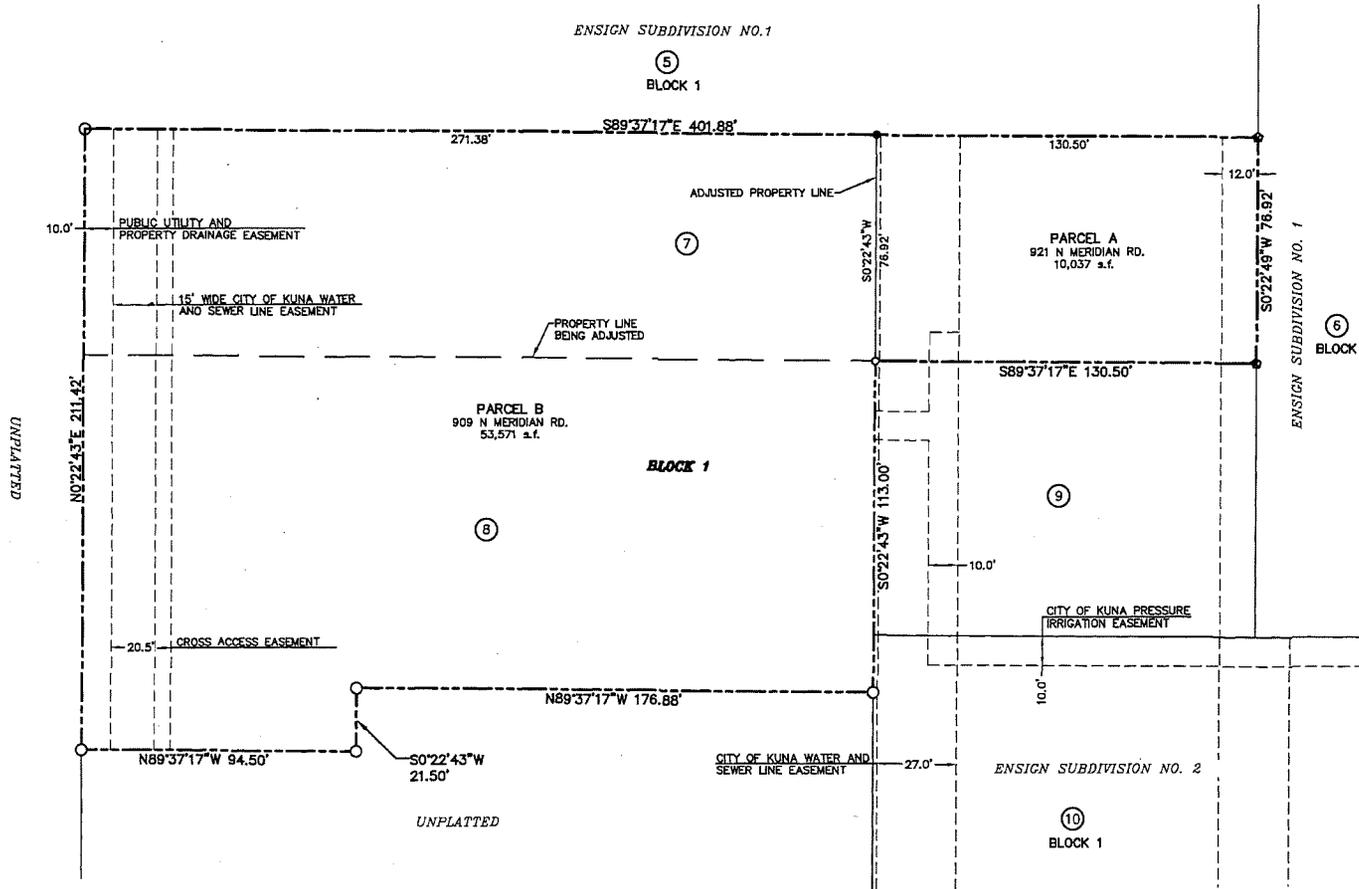
Should you have any questions or concerns regarding this project please don't hesitate to contact us. We thank you for your time and consideration.

Thank you,

Jeff Likes  
ALC Architecture  
[Jeff@alcarchitecture.com](mailto:Jeff@alcarchitecture.com)  
208.514.2713

ROS NO. \_\_\_\_\_

PROPERTY LINE ADJUSTMENT RECORD OF SURVEY FOR  
**LESLIE PROPERTIES LLC**  
 LOTS 7 AND 8, BLOCK 1 OF ENSIGN SUBDIVISION NO. 2  
 LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 24,  
 T.2N., R.1W., B.M., KUNA, ADA COUNTY, IDAHO  
 2019



**LEGEND**

○	FOUND 1/2" IRON PIN
○	FOUND 5/8" IRON PIN
⊗	SET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT
●	SET 1/2 IRON PIN WITH CAP
---	PROPERTY BOUNDARY LINE
---	PARCEL LINE
---	LOT LINE
---	EASEMENT LINE
⑦	LOT NO.

**CERTIFICATE OF LAND SURVEYOR**

I, GREGORY G. CARTER, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY, AND IS IN CONFORMITY WITH THE CURRENT LAWS OF THE STATE OF IDAHO PERTAINING TO PLATS AND SURVEYS.

GREGORY G. CARTER \_\_\_\_\_ LICENSE NO. 7729

**COUNTY RECORDER'S CERTIFICATE**

INST. NO. \_\_\_\_\_  
 STATE OF IDAHO, COUNTY OF ADA, ss.  
 FILED FOR RECORD AT THE REQUEST OF \_\_\_\_\_  
 \_\_\_\_\_ MIN. PAST \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019  
 PHIL McGRANE, RECORDER  
 BY \_\_\_\_\_ DEPUTY  
 FEE \$ \_\_\_\_\_

- NOTES:**
1. THE RECORDING OF THIS RECORD OF SURVEY DOES NOT ENABLE THE OWNERS OF THE PARCELS TO CONVEY OWNERSHIP BASED SOLELY ON THIS MAP. A WRITTEN CONVEYANCE MUST ACCOMPANY SUCH A CHANGE IN OWNERSHIP.
  2. IDAHO SURVEY GROUP, LLC ASSUMES NO LIABILITY FOR PRESENT OR FUTURE COMPLIANCE OR NON-COMPLIANCE WITH CITY OF KUNA PLANNING AND ZONING ORDINANCE RESTRICTIONS AS IT PERTAINS TO BUILDING PERMITS AND THE ISSUANCE THEREOF.

RECORDING INDEX NUMBER: 214-24-1-2-0-116-17463

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



# City of Kuna AFFIDAVIT OF LEGAL INTEREST

State of Idaho )  
) ss  
County of Ada )

I, Jim Lesley \_\_\_\_\_, 7551 S. Flat In \_\_\_\_\_  
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 Jeff Liles ALC \_\_\_\_\_ Name Address  
to submit the accompanying application pertaining to that property.

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

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

Dated this 19 September \_\_\_\_\_ day of \_\_\_\_\_, 2018

[Signature]  
\_\_\_\_\_  
Signature

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

Jessica D Mathews  
\_\_\_\_\_  
Notary Public for Idaho

Residing at: Nampa, ID \_\_\_\_\_

My commission expires: 10/20/2023 \_\_\_\_\_



**DESCRIPTION FOR  
PARCEL A**

A portion of Lot 7, Block 1 of Ensign Subdivision No. 2 as filed in Book 116 of Plats at Pages 17,463 through 17,465, records Ada County, Idaho located in the SE 1/4 of the NE 1/4 of Section 24, T.2N., R.1W., B.M., City of Kuna, Ada County, Idaho being more particularly described as follows:

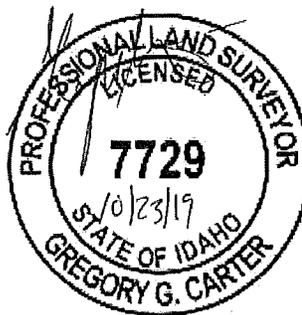
**BEGINNING** at the NE corner of said Lot 7;

thence along said East boundary line of said Lot 7 South 00°22'49" West, 76.92 feet to the SE corner of said Lot 7;

thence along the South boundary line of said Lot 7 North 89°37'17" West, 130.50 feet;

thence leaving said South boundary line North 00°22'43" East, 76.92 feet to a point on the North boundary line of said Lot 7;

thence along said North boundary line South 89°37'17" East, 130.50 feet to the **REAL POINT OF BEGINNING**. Containing 10,037 square feet, more or less.



**DESCRIPTION FOR  
PARCEL B**

Lot 8 and a portion of Lot 7, Block 1 of Ensign Subdivision No. 2 as filed in Book 116 of Plats at Pages 17,463 through 17,465, records Ada County, Idaho located in the SE 1/4 of the NE 1/4 of Section 24, T.2N., R.1W., B.M., City of Kuna, Ada County, Idaho being more particularly described as follows:

Commencing at the NE corner of said Lot 7;

thence along the North boundary line of said Lot 7 North 89°37'17" West, 130.50 feet to the **REAL POINT OF BEGINNING**;

thence leaving said North boundary line and along the East boundary line of said Lot 8 and the northerly extension thereof South 00°22'43" West, 189.92 feet to the SE corner of said Lot 8;

thence along the southerly boundary line of said Lot 8 the following 3 courses and distances:

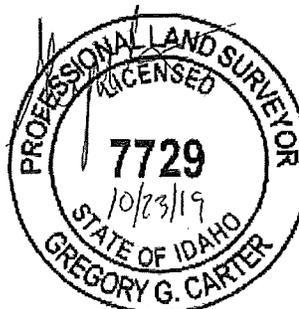
thence North 89°37'17" West, 176.88 feet;

thence South 00°22'43" West, 21.50 feet;

thence North 89°37'17" West, 94.50 feet to the SW corner of said Lot 8;

thence along the West boundary line of said Lots 8 and 7 North 00°22'43" East, 211.42 feet to the NW corner of said Lot 7;

thence along the North boundary line of said Lot 7 South 89°37'17" East, 271.38 feet to the **REAL POINT OF BEGINNING**. Containing 53,571 square feet, more or less.

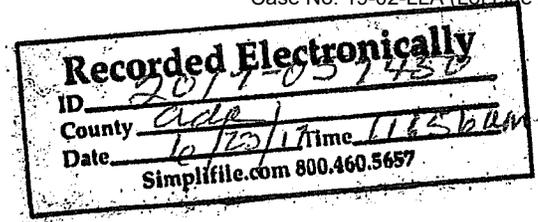


**EXHIBIT B  
PERMITTED EXCEPTIONS  
EXCEPTIONS**

**Order No.:** 34601704053

1. Rights of the public to any portion of the Land lying within the area commonly known as  
N Meridian Road.
2. Terms, conditions, provisions, easements and obligations set forth in that certain Well User's  
Agreement  
Between: Elmer R Jensen and Thelma I Jensen  
Recorded: November 1, 1989  
Instrument No: 8954350, of Official Records.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a  
document:  
Granted to: Idaho Power Company  
Purpose: public utilities  
Recording Date: September 25, 1992  
Recording No: 9265197
4. Terms, conditions, provisions, easements and obligations set forth in that certain Warranty Deed  
to State of Idaho,  
Idaho Transportation Department  
Recorded: April 18, 1997  
Instrument No: 97029946, of Official Records.
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a  
document:  
Granted to: State of Idaho, Idaho Transportation Department  
Purpose: irrigation ditch and facilities  
Recording Date: April 18, 1997  
Recording No: 97029947
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a  
document:  
Granted to: Idaho Power Company  
Purpose: public utilities  
Recording Date: May 19, 1999  
Recording No: 99050459
7. Matters as disclosed by Record of Survey No. 8346  
Recorded: June 19, 2008  
Instrument No: 108071919, of Official Records.

8. Terms, conditions, provisions, and obligations set forth in that certain Ordinance No. 2009-12 re Rezoning  
By: City of Kuna, Idaho  
Recorded: April 27, 2009  
Instrument No: 109047092, of Official Records.
9. Matters as disclosed by Record of Survey No. 10364  
Recorded: January 21, 2016  
Instrument No: 2016-005357, of Official Records.
10. Terms, conditions, provisions and obligations set forth in that certain City of Kuna Ordinance No. 2016-22  
Recorded: July 8, 2016  
Instrument No: 2016-060881, of Official Records.
11. Terms, conditions, provisions, easements and obligations set forth in that certain Grant of Reciprocal Easements and Declaration of Covenants  
Declarant: Emmett Partners, LLC  
Recorded: September 26, 2016  
Instrument No: 2016-091329, of Official Records.
12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: City of Kuna  
Purpose: Water, sewer and pressure irrigation main  
Recording Date: October 24, 2016  
Recording No: 2016-102043
13. Terms, conditions, covenants, provisions, easements and obligations set forth in that certain Cross Access Easement Agreement  
Between: CJM Limited Liability Limited Partnership, an Idaho limited partnership; Emmett Partners, LLC, a Utah limited liability company; and Rama Group, LLC, an Idaho limited liability company  
Recorded: January 4, 2017  
Instrument No: 2017-000668, of Official Records.
14. Terms, conditions, provisions, easements and obligations set forth in that certain Restrictive Covenant  
Between: Emmett Partners, LLC, a Utah limited liability company; and O'Reilly Auto Enterprises, LLC, a Delaware limited liability company  
Recorded: March 16, 2017  
Instrument No: 2017-022306, of Official Records.
15. Unrecorded leaseholds, if any; rights of parties in possession other than the vestees herein; rights of chattel mortgagees and vendors under conditional sales contracts of personal property installed on the premises herein; and the rights of tenants to remove trade fixtures.



34601704053 nb

### GENERAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, EMMETT PARTNERS LLC, a Utah limited liability company, whose mailing address is 170 S. Main Street #1600 Salt Lake City, UT 84101, (hereinafter "**Grantor**"), hereby grants, bargains, sells, and conveys unto Lesley Properties LLC, an Oregon limited liability company, whose current address is 7551 S. Flat Lane, Kuna, ID 83634 (hereinafter referred to as the "**Grantee**") all of Grantor's right title and interest in and to the real property legally described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Premises**").

TOGETHER WITH all water and water rights, ditch or irrigation company shares, streets, alleys and rights of way adjacent thereto, all development rights, air rights and mineral rights appurtenant thereto, and all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the Premises, as well in law as in equity.

TO HAVE AND TO HOLD the Premises with its appurtenances, unto Grantee, its successors, heirs and assigns, forever.

SUBJECT TO the following: (a) general taxes and assessments, including utility assessments for the current year, which are not yet due and payable, and will be prorated between Grantor and Grantee as of the date of execution of this deed; and (b) all matters set forth on Exhibit B, attached hereto and incorporated herein by this reference (all such matters are referred to herein collectively as "Permitted Exceptions").

AND Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; that Grantor shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, and its successors and assigns forever, against all other claims whatsoever; and that Grantor and its heirs and assigns will, on demand of the Grantee or its heirs or assigns, execute any instrument necessary for the further assurance of the title to the Premises that may be reasonably required.

ADA COUNTY RECORDER Christopher D. Rich BOISE IDAHO Pgs=5 VICTORIA BAILEY FIDELITY NATIONAL TITLE - BOISE	<b>2017-057450</b> 06/23/2017 11:56 AM \$22.00
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34601704053 n6

**GENERAL WARRANTY DEED**

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, EMMETT PARTNERS LLC, a Utah limited liability company, whose mailing address is 170 S. Main Street #1600 Salt Lake City, UT 84101, (hereinafter "**Grantor**"), hereby grants, bargains, sells, and conveys unto Lesley Properties LLC, an Oregon limited liability company, whose current address is 7551 S. Flat Lane, Kuna, ID 83634 (hereinafter referred to as the "**Grantee**") all of Grantor's right title and interest in and to the real property legally described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Premises**").

TOGETHER WITH all water and water rights, ditch or irrigation company shares, streets, alleys and rights of way adjacent thereto, all development rights, air rights and mineral rights appurtenant thereto, and all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the Premises, as well in law as in equity.

TO HAVE AND TO HOLD the Premises with its appurtenances, unto Grantee, its successors, heirs and assigns, forever.

SUBJECT TO the following: (a) general taxes and assessments, including utility assessments for the current year, which are not yet due and payable, and will be prorated between Grantor and Grantee as of the date of execution of this deed; and (b) all matters set forth on Exhibit B, attached hereto and incorporated herein by this reference (all such matters are referred to herein collectively as "Permitted Exceptions").

AND Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; that Grantor shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, and its successors and assigns forever, against all other claims whatsoever; and that Grantor and its heirs and assigns will, on demand of the Grantee or its heirs or assigns, execute any instrument necessary for the further assurance of the title to the Premises that may be reasonably required.

Dated effective as of the 22 day of June, 2017.

EMMETT PARTNERS, LLC

M. Brett Jensen

By M Brett Jensen, Member

STATE OF Utah COUNTY OF Cache, -ss.

On this 22 day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared M Brett Jensen, known or identified to me to be the Member of the corporation that executed the instrument or the persons who executed on behalf of Emmett Partners, LLC, an Idaho Corporation and acknowledged to me that he/she executed the same as such Member.

Signature: Janet B. Garn

Name: Janet B. Garn

Residing at: Logan, UT

My Commission Expires: 2/21/19

(SEAL)

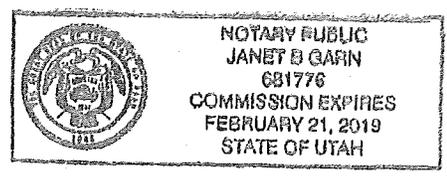


Exhibit A

Order No.: 34601704053

**For APN/Parcel ID(s): S1324142215**

---

A portion of the Southeast 1/4 of the Northeast 1/4 of Section 24, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho begin more particularly described as follows:

Commencing at the East 1/4 corner of said Section 24 from which the Northeast corner of said Section bears North 00°22'43" East, 2,649.31 feet;  
thence along the East-West centerline of said Section 24, North 88°50'19" West, 65.01 feet to a point on the West right of way line of N. Meridian Road;  
thence along said West right of way line North 00°22'43" East, 40.01 feet to the Real Point of Beginning;  
thence leaving said West right of way line North 88°50'19" West, 551.26 feet;  
thence 31.14 feet along the arc of a curve to the right having a radius of 20.00 feet, a central angle of 89°13'02" and a long chord which bears North 44°13'48" West, 28.09 feet;  
thence North 00°22'43" East, 70.22 feet;  
thence 59.67 feet along the arc of a curve to the left having a radius of 74.00 feet, a central angle of 46°11'54" and a long chord which bears North 22°43'14" West, 58.06 feet;  
thence North 63°47'00" East, 42.13 feet;  
thence North 32°04'50" East, 21.02 feet;  
thence North 00°22'43" East, 314.56 feet to the SW corner of Ensign Subdivision as filed in Book 111 of Plats at Pages 16059-16061, records of Ada County, Idaho;  
thence along the southerly boundary line of said Ensign Subdivision the following 3 courses and distances:  
thence South 89°37'17" East, 401.88 feet;  
thence South 00°22'49" West, 170.45 feet;  
thence South 89°37'17" East, 143.12 feet to a point on the said West right of way line of N Meridian Road;  
thence along said West right of way line South 00°22'43" West, 332.02 feet to the Real Point of Beginning.

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(Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2019-01A  
SELECT DEVELOPMENT & CONTRACTING LLC  
MUNICIPAL ANNEXATION AND ZONING ORDINANCE**

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

- **MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND**
- **ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. S1419223001 AND LUGARNO TERRA SUBDIVISION OWNED BY SELECT DEVELOPMENT & CONTRACTING LLC SITUATED WITHIN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND**
- **RESPECTIVELY ESTABLISHING R-6 AND R-4 ZONING DISTRICT CLASSIFICATION OF SAID REAL PROPERTIES; AND**
- **AMENDING THE OFFICIAL ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS AND DECLARATIONS OF ITS AUTHORITY, HISTORY AND PROCESS OF THIS IDAHO CODE SECTION 50-222 (3) (a) CATEGORY "A" ANNEXATION AND ZONING ORDINANCE as follows:

1. The City of Kuna, Idaho is a municipal corporation organized and existing under the laws of the state of Idaho (the "City") and is authorized to annex into and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

2. Select Development & Contracting LLC (the "Owner") is the owner of Ada County Assessor's Parcel No. S1419223001 [legally described in Exhibit A-1 attached hereto and by this reference herein incorporated] and Lugarno Terra Subdivision [legally described in Exhibit A-2 attached hereto and by this reference herein incorporated] ( the "Real Properties")

3. The Real Properties are both situated in the unincorporated area of Ada County, and

4. The Owner has filed with the City the following written requests and applications:
- Annexation of Parcel No. S1419223001 with an R-6 zoning district classification; and
  - Annexation of Lugarno Terra Subdivision with an R-4 zoning district classification; and

5. The Planning and Zoning Commission of the City (the “Commission”), pursuant to public notice as required by law, held a public hearing on October 9, 2018 as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on October 23, 2018 recommending to the Mayor and the City Council of the City ( the ”Council”) that the Owner’s annexation and zoning applications for parcel no. S1419223001 be approved with a zoning district classification of R-6 and that the Owner’s annexation and zoning applications for Lugarno Terra Subdivision be approved with the zoning district classification of R-4; and

6. The Council, pursuant to public notice as required by law, held a public hearing on November 20, 2018 on the Owner’s applications and requests for the Real Properties annexation and zoning, as required by Section 67-6525, Idaho Code, and made findings (approved on December 4, 2018) wherein the City Council determined that the Owner’s written request and applications for annexation of parcel no. S1419223001 should be granted with an R-6 zoning district classification, and the Owner’s written request and applications for annexation of Lugarno Terra Subdivision should be granted with an zoning district classification of R-4.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF KUNA, IDAHO, as follows:

Section 1: The Council hereby finds and declares that the Real Properties described below are contiguous to the City, that said Real Properties can reasonably be assumed to be a part of the orderly development of the City, and that the Owner of said Real Properties has requested and made an application, in writing, for the annexation thereof to the City.

Section 2: The Real Properties, are situated within Ada County, Idaho and are adjacent and contiguous to the City, are designated by the Ada County Assessor’s Office as Parcel No. S1419223001 and Lugarno Terra Subdivision; and are more particularly and legally described in “Exhibit A-1” and “Exhibit A-2” –and are depicted in “Exhibit B” – Location Map, attached hereto and incorporated herein by reference; and

Section 3: The Real Property, designated by Ada County Assessor’s Office as Parcel No. S1419223001 [more particularly and legally described in “Exhibit A-1”], is annexed to and incorporated within the incorporated territorial limits of the City of Kuna, Idaho.

Section 4: The Real Property, designated by Ada County Assessor’s Office as Lugarno Terra Subdivision [more particularly and legally described in “Exhibit A-2”], is annexed to and incorporated within the incorporated territorial limits of the City of Kuna, Idaho.

Section 5: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory of the Real Properties shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 6: The zoning district classification of the real property, described in Section 3 above, is established as R-6 in accordance with the Zoning Ordinance of the City; and

Section 7: The zoning district classification of the real property described in Section 4 above is established as R-4, in accordance with the Zoning Ordinance of the City; and

Section 8: The Official Zoning Map of the City (the “Zoning Map”) is hereby amended and the City Engineer is directed to include on the Zoning Map the Real Property described in Section 3 and designate said Real Property with an R-6 zoning district classification; and

Section 9: The Official Zoning Map of the City (the “Zoning Map”) is hereby amended and the City Engineer is directed to include on the Zoning Map the Real Property described in Section 4 and designate said Real Properties with an R-4 zoning district classification; and

Section 10: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 11: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 17<sup>th</sup> day of December, 2019.

CITY OF KUNA

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

ATTEST:

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

**EXHIBIT A-1****SELECT DEVELOPMENT & CONTRACTING LLC  
MUNICIPAL ANNEXATION****PARCEL NO. S1419223001 Legal Description**

A parcel of land being a portion of Government Lot 1 of Section 19, T. 2 N., R. 1 E., B.M., Ada County, Idaho, more particularly described as follows:

**COMMENCING** at the northwest corner of said Section 19, marked by an aluminum cap/PLS 7323, from which the northeast corner of Government Lot 1 of said Section 19, marked by a 5/8 inch rebar/cap PLS 10561, bears South 89°35'05" East, 1235.78 feet;

Thence South 89°35'05" East, coincident with the north line of said Government Lot 1, Section 19, a distance of 882.93 feet to the **POINT OF BEGINNING**;

Thence continuing South 89°35'05" East, coincident with said north line of Government Lot 1, a distance of 352.85 feet to the northeast corner of said Government Lot 1, marked by an aluminum cap/PLS 10561;

Thence South 0°45'45" West, coincident with the east line of said Government Lot 1, a distance of 529.49 feet to a 5/8 inch rebar/cap PLS 16662 being an angle point on the easterly line of Ashton Estates Subdivision No. 1, Book 114, Pages 17055-17059, Ada County Records;

Thence North 45°03'35" West, coincident with said easterly line of Ashton Estates Subdivision No. 1, a distance of 82.21 feet to a 5/8 inch rebar/cap PLS 16662;

Thence North 31°15'05" West, coincident with said easterly line and the prolongation of said easterly line of the Ashton Estates Subdivision No. 1, a distance of 554.37 feet to the **POINT OF BEGINNING**.

The above described parcel of land contains 2.269 acres, more or less.

**BASIS OF BEARINGS** for this description is South 89°35'05" East, between northwest corner and the N1/4 corner of Section 19, T. 2 N., R. 1 E., B.M., Ada County, Idaho.

**EXHIBIT A-2**

**SELECT DEVELOPMENT & CONTRACTING LLC  
MUNICIPAL ANNEXATION**

**Lugarno Terra Subdivision Legal Description**

A parcel of land being the SE1/4 SW1/4 of Section 18, T. 2 N., R. 1 E., B.M., Ada County, Idaho, more particularly described as follows:

**COMMENCING** at the southwest corner of said Section 18, marked by an aluminum cap/PLS 7323, from which the S1/4 corner of said Section 18, marked by a brass cap/PLS 8575, bears South 89°35'05" East, 2558.87 feet;

Thence South 89°35'05" East, coincident with the south line of the SW1/4 of said Section 18, a distance of 1235.78 feet to the W1/16 corner of said Section 18, marked by an aluminum cap/ PLS 10561 and the **POINT OF BEGINNING**;

Thence North 00°09'26" East, coincident with the west line of said SE1/4 SW1/4 of Section 18, a distance of 1324.09 feet to the SW1/16 corner of said Section 18, marked by a 5/8" rebar/cap PELS 3260;

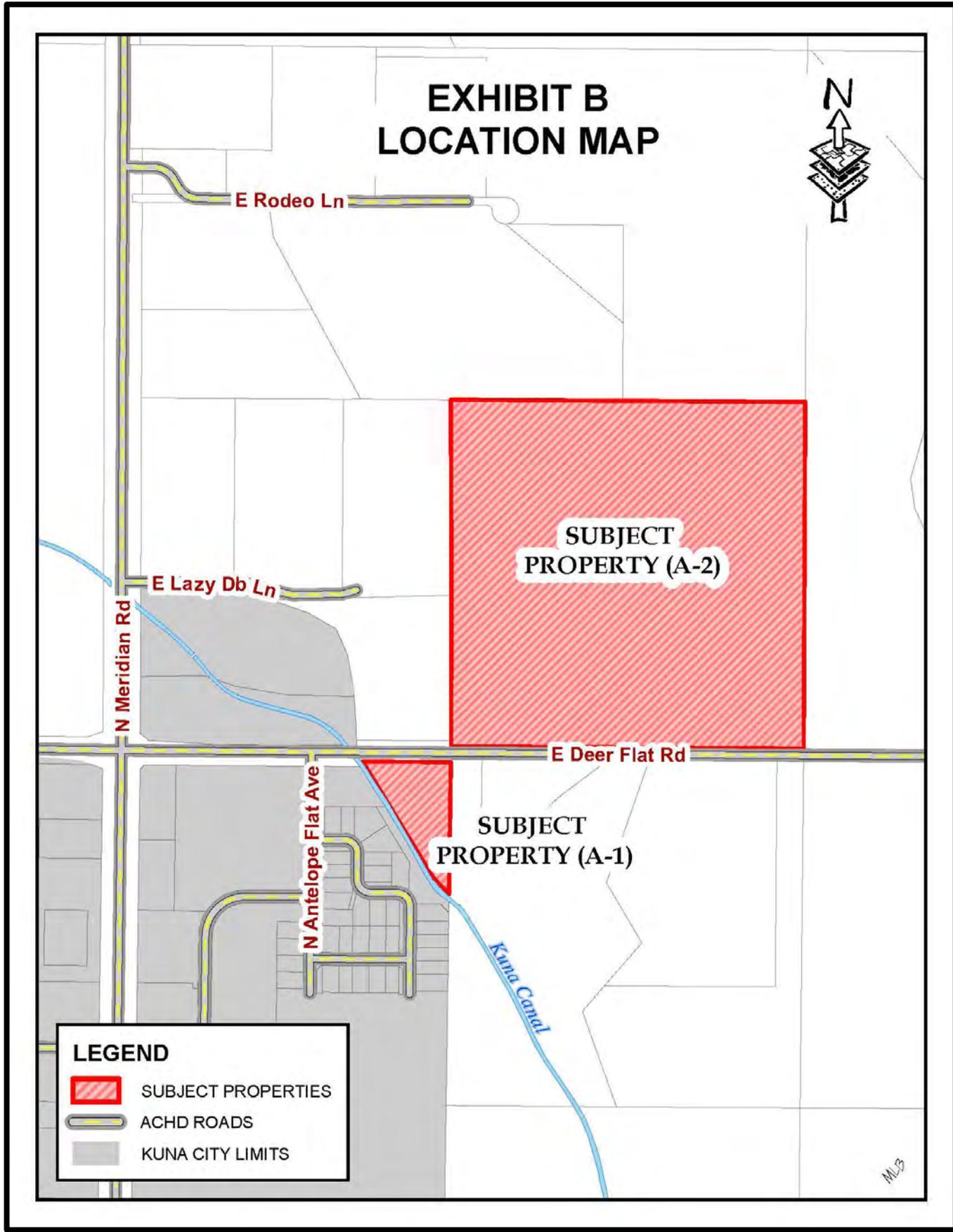
Thence South 89°39'42" East, coincident with the north line of said SE1/4 SW1/4 of Section 18, a distance of 1325.67 feet to the CS1/16 corner of said Section 18, marked by an iron pipe;

Thence South 00°16'07" West, coincident with the east line of said SE1/4 SW1/4 of Section 18, a distance of 1325.87 feet to the S1/4 corner of said Section 18, marked by a brass cap/PLS 8575;

Thence North 89°35'05" West, coincident with said south line of the SE1/4 SW1/4 of Section 18, a distance of 1323.09 feet to the **POINT OF BEGINNING**.

The above described parcel of land contains 40.28 acres, more or less.

**BASIS OF BEARINGS** for this description is South 89°35'05" East between the SW Corner of Section 18 and the South 1/4 Corner of Section 18, T. 2 N., R. 1 E., B.M., Ada County, Idaho.



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(Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2019-35A  
COTTONWOOD CROSSING FARM, LLC  
MUNICIPAL ANNEXATION AND ZONING ORDINANCE**

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

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

THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS AND DECLARATIONS OF ITS AUTHORITY, HISTORY AND PROCESS OF THIS IDAHO CODE SECTION 50-222 (3) (a) CATEGORY "A" ANNEXATION AND ZONING ORDINANCE as follows:

1. The City of Kuna, Idaho is a municipal corporation organized and existing under the laws of the state of Idaho (the "City") and is authorized to annex into and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

2. Cottonwood Crossing Farm, LLC (the "Owners") is the owner Ada County Assessor's Parcel No. R4313530015 [legally described in Exhibit A attached hereto and by this reference herein incorporated] (the "Real Property").

3. The Real Property is situated in the unincorporated area of Ada County; and

4. The Owner has filed with the City the following written requests and applications:

- Annexation of Parcel No. R4313530015 with an R-2 zoning district classification; and

5. The Planning and Zoning Commission of the City (the "Commission"), pursuant to public notice as required by law, held a public hearing on April 23, 2019 as required by Section

67-6525, Idaho Code, made findings (approved by the Commission on June 11, 2019, recommending to the Mayor and the City Council of the City (the "Council") that the Owners' annexation and zoning applications for parcel No. R4313530015 be approved with a zoning district classification of R-2; and

6. The Council, pursuant to public notice as required by law, held a public hearing on July 2, 2019 on the Owner's applications and requests for the Real Property annexation and zoning, as required by Section 67-6525, Idaho Code, and made findings (approved on August 6, 2019) wherein the City Council determined that the Owners' written request and applications for annexation of parcel No. R4313530015 should be granted with an R-2 zoning district classification.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF KUNA, IDAHO,** as follows:

Section 1: The Council hereby finds and declares that the Real Property described below is contiguous to the City, that said Real Property can reasonably be assumed to be a part of the orderly development of the City, and that the Owner of said Real Property has requested and made application, in writing, for the annexation thereof to the City.

Section 2: The Real Property, is situated within Ada County, Idaho and is adjacent and contiguous to the City, is designated by the Ada County Assessor's Office as Parcel No. R4313530015; and is more particularly and legally described in "Exhibit A" and is depicted in "Exhibit B" – Location Map, attached hereto and incorporated herein by reference; and

Section 3: The Real Property, designated by Ada County Assessor's Office as Parcel No. R4313530015 [more particularly and legally described in "Exhibit A"], is annexed to and incorporated within the incorporated territorial limits of the City of Kuna, Idaho.

Section 4: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory of the Real Property shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 5: The zoning district classification of the Real Property, described in Section 3 above, is established as R-2 in accordance with the Zoning Ordinance of the City; and

Section 6: The Official Zoning Map of the City (the "Zoning Map") is hereby amended and the City Engineer is directed to include on the Zoning Map the Real Property described in Section 3 and designate said Real Property with an R-2 zoning district classification; and

Section 7: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal descriptions of the real Property annexed by this Ordinance.

Section 8: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 17<sup>th</sup> day of December, 2019.

CITY OF KUNA

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

ATTEST:

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

**EXHIBIT A****COTTONWODD CROSSING FARM, LLC  
MUNICIPAL ANNEXATION**

A portion of Lot 1, Block 1 of Ironhorse Subdivision as shown in Book 91 of Plats at Pages 10651 through 10655 records, Ada County, Idaho. Situate in the southeast quarter of Section 3, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the easterly corner common to said Lot 1 and Lot 2, Block 1 of said Ironhorse Subdivision, which is the **POINT OF BEGINNING**:

Thence 126.35 feet along a non-tangent curve deflecting to the left, having a radius of 392.69 feet, a central angle of 18°26'09", a long chord bearing of S14°32'18"E and a long chord distance of 125.81 feet along the northeasterly boundary of said Lot 1;

Thence S21°44'13"E, 50.53 feet continuing along the northeasterly boundary of said Lot 1;

Thence S30°03'14"E, 7.08 feet continuing along the northeasterly boundary of said Lot 1;

Thence 145.48 feet along a tangent curve deflecting to the right, having a radius of 203.44 feet, a central angle of 40°58'20", a long chord bearing of S08°34'13"E and a long chord distance of 142.40 feet continuing along the easterly boundary of said Lot 1;

Thence S11°54'56"W, 162.71 feet continuing along the easterly boundary of said Lot 1 to the southeast corner of said Lot 1;

Thence S89°54'57"W, 2.28 feet along the southerly boundary of said Lot 1;

Thence N00°30'23"W, 269.99 feet along the westerly boundary of said Lot 1;

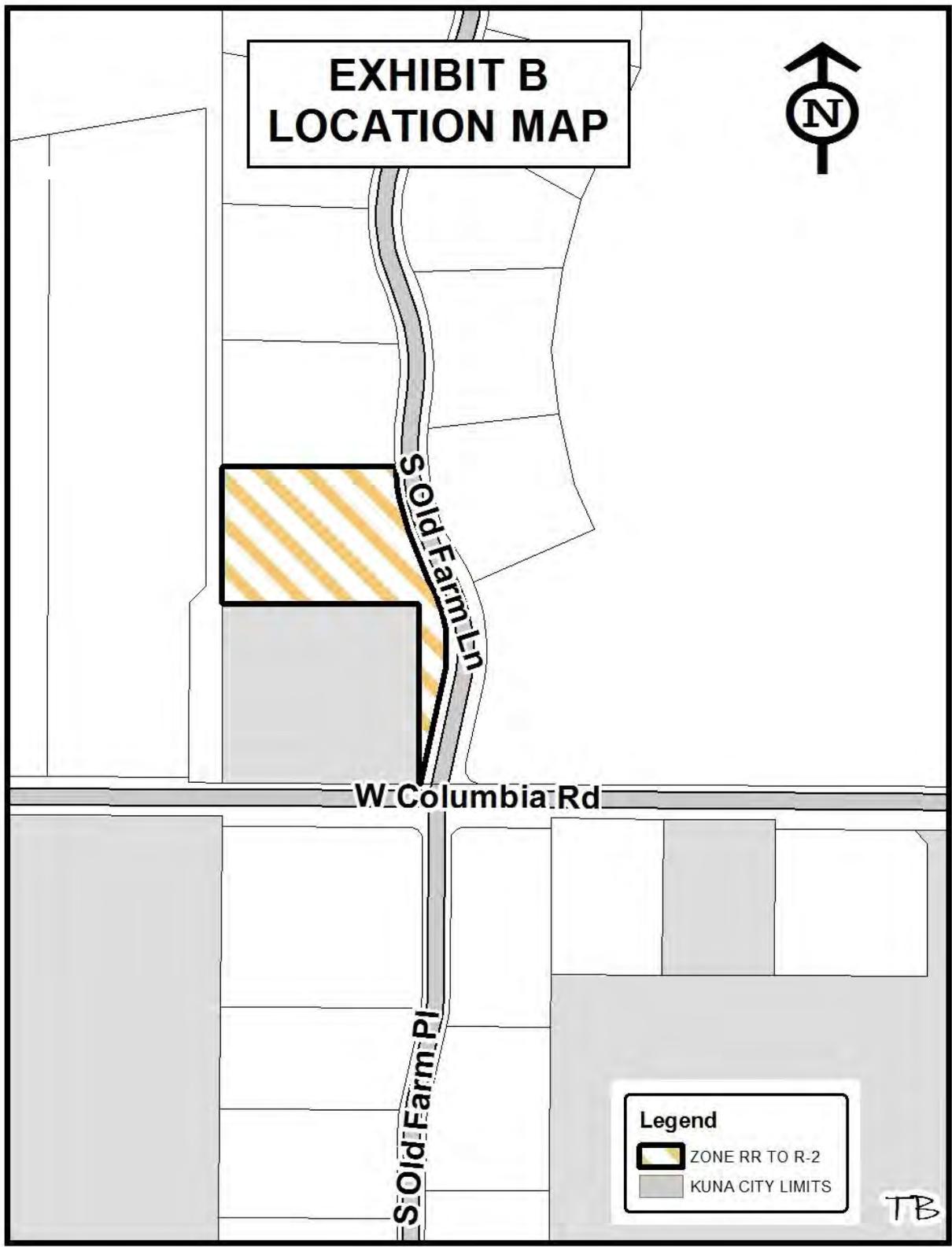
Thence S89°54'57"W, 294.32 feet along the southerly boundary of said Lot 1 to the westerly boundary of said Lot 1;

Thence N00°22'27"W, 203.73 feet along the westerly boundary of said Ironhorse Subdivision to the extension of the lot line common to said Lots 1 and 2;

Thence N89°38'55"E, 258.87 feet along the extension of the lot line common to said Lots 1 and 2 and the northerly boundary of said Lot 1 to the **POINT OF BEGINNING**.

Comprising 65,821 square feet, more or less.

Subject to easements of record or apparent.



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(Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2019-46  
BUREAU OF LAND MANAGEMENT  
MUNICIPAL ANNEXATION AND ZONING ORDINANCE**

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

- **MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND**
- **ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NOS. S2102110000 AND S2101212400 OWNED BY THE BUREAU OF LAND MANAGEMENT WITHIN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND**
- **RESPECTIVELY ESTABLISHING PUBLIC (P) ZONING DISTRICT CLASSIFICATIONS OF SAID REAL PROPERTIES; AND**
- **AMENDING THE OFFICIAL ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS AND DECLARATIONS OF ITS AUTHORITY, HISTORY AND PROCESS OF THIS IDAHO CODE SECTION 50-222 (3) (a) CATEGORY "A" ANNEXATION AND ZONING ORDINANCE as follows:

1. The City of Kuna, Idaho is a municipal corporation organized and existing under the laws of the state of Idaho (the "City") and is authorized to annex into and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

2. The Bureau of Land Management (the "Owner") is the owner Ada County Assessor's Parcel Nos. S2102110000 [legally described in Exhibit A-1 attached hereto and by this reference herein incorporated] and S2101212400 [legally described in Exhibit A-2 attached hereto and by this reference herein incorporated] (the "Real Properties").

3. The Real Properties are situated in the unincorporated area of Ada County; and

4. The Owner has filed with the City the following written requests and applications:

- Annexation of Parcel Nos. S2102110000 and S2101212400 with Public (P) zoning district classifications; and

5. The Planning and Zoning Commission of the City (the “Commission”), pursuant to public notice as required by law, held a public hearing on September 10, 2019 as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on September 24, 2019) recommending to the Mayor and the City Council ( the ”Council”) of the City that the Owner’s annexation and zoning applications for parcel nos. S2102110000 and S2101212400 be approved with zoning district classifications of Public (P); and

6. The Council, pursuant to public notice as required by law, held a public hearing on November 6, 2019 on the Owner’s applications and requests for the Real Properties annexation and zoning, as required by Section 67-6525, Idaho Code, and made findings (approved on November 6, 2019) wherein the City Council determined that the Owner’s written request and applications for annexation of parcel nos. S2102110000 and S2101212400 should be granted with Public (P) zoning district classifications.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF KUNA, IDAHO, as follows:**

Section 1: The Council hereby finds and declares that the Real Properties described below is contiguous to the City, that said Real Properties can reasonably be assumed to be a part of the orderly development of the City, and that the Owner of said Real Properties has requested and made application, in writing, for the annexation thereof to the City.

Section 2: The Real Properties are situated within Ada County, Idaho and are adjacent and contiguous to the City, are designated by the Ada County Assessor’s Office as Parcel Nos. S2102110000 and S2101212400; and is more particularly and legally described in “Exhibit A-1” and “Exhibit A-2” – and is depicted in “Exhibit B” – Location Map, attached hereto and incorporated herein by reference; and

Section 3: The Real Property, designated by Ada County Assessor’s Office as Parcel No. S2102110000 [more particularly and legally described in “Exhibit A-1”], is annexed to and incorporated within the incorporated territorial limits of the City of Kuna, Idaho.

Section 4: The Real Property, designated by Ada County Assessor’s Office as Parcel No. S2101212400 [more particularly and legally described in “Exhibit A-2”], is annexed to and incorporated within the incorporated territorial limits of the City of Kuna, Idaho.

Section 5: From and after the effective date of this Ordinance, all property and persons within the boundary and territory of the Real Properties shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 6: The zoning district classification of the real Properties, described in Section 3 above, is established as Public (P) in accordance with the Zoning Ordinance of the City; and

Section 7: The Official Zoning Map of the City (the “Zoning Map”) is hereby amended and the City Engineer is directed to include on the Zoning Map the Real Properties described in Section 4 and designate said Real Properties with Public (P) zoning district classifications; and

Section 8: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal descriptions of the real Property annexed by this Ordinance.

Section 9: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 17<sup>th</sup> day of December, 2019.

CITY OF KUNA

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

ATTEST:

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

**EXHIBIT A-1****BUREAU OF LAND MANAGEMENT  
MUNICIPAL ANNEXATION AND ZONING ORDINANCE****PARCEL NO. S2102110000 Legal Description**

A parcel of land situated within Section 2, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

The East 1/2 of Section 2, Township 1 North, Range 1 East;

Said parcel contains 320 acres more or less.

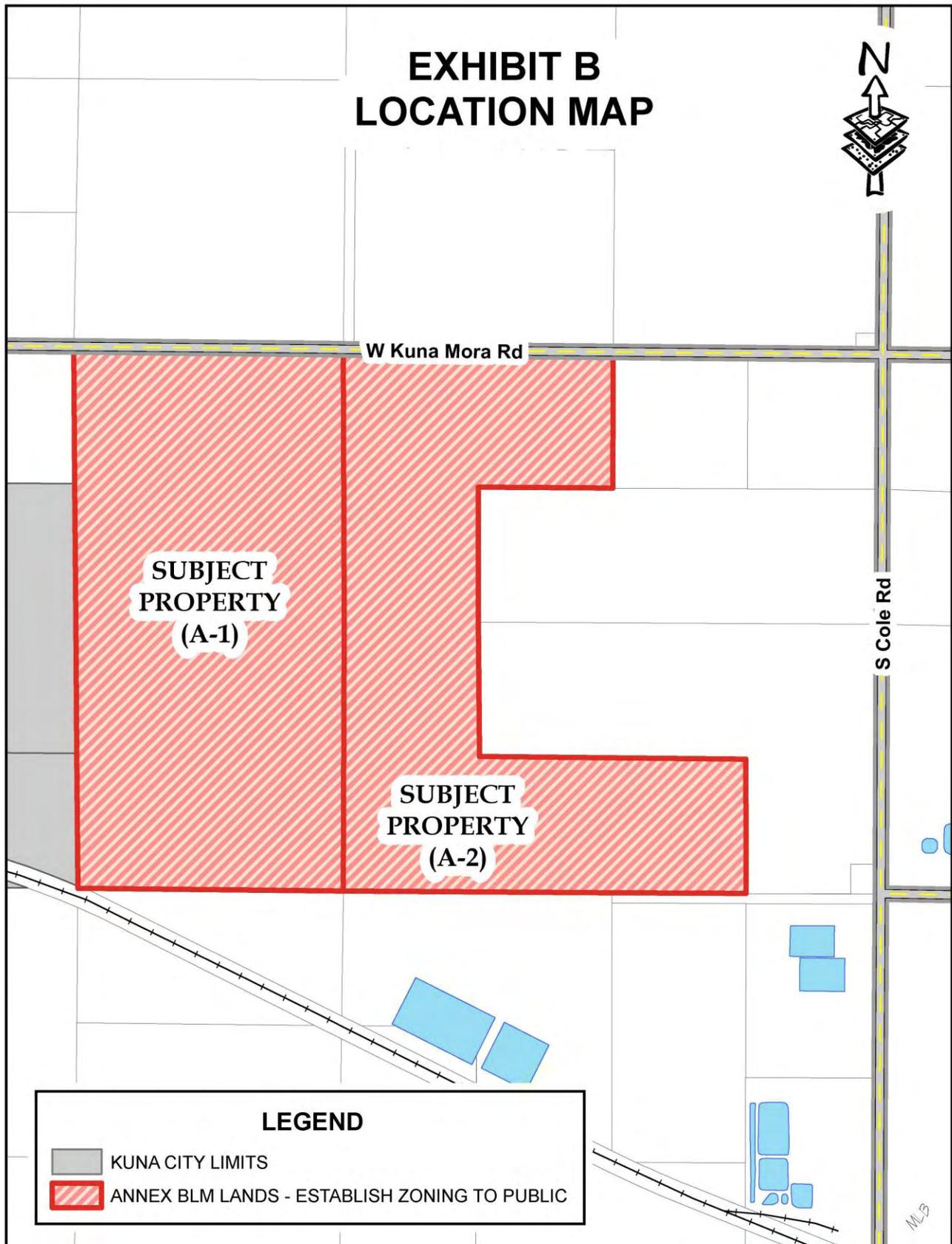
**EXHIBIT A-2****BUREAU OF LAND MANAGEMENT  
MUNICIPAL ANNEXATION AND ZONING ORDINANCE****PARCEL NO. S2101212400 Legal Description**

A parcel of land situated within Section 1, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

The SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 1, Township 1 North, Range 1 East and the West  $\frac{1}{2}$  of Section 1, Township 1 North, Range 1 East;

Excepting therefrom the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ ;

Said parcel contains 280 acres more or less.



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(Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2019-47  
LESLEY PROPERTIES LLC  
MUNICIPAL REZONE**

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

- **MAKING CERTAIN FINDINGS; AND**
- **REZONING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY PARCEL NOS. R2404330020, R2404330040 AND R2404330060 OWNED BY LESLEY PROPERTIES LLC, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND**
- **AMENDING THE ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

**Section 1:** The City Council Finds:

- 1.1 WHEREAS,** City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized under the provisions of 67-6511, Idaho Code, to establish within its jurisdiction one or more zones or zoning districts where appropriate which zoning districts are established in Kuna City Code § 5-2-2; and
- 1.2 WHEREAS,** LESLEY PROPERTIES LLC (the “Owner”) is the owner of the certain real properties which has been designated by the Ada County Assessor’s office as Parcel Nos. **R2404330020, R2404330040 AND R2404330060** and which is more particularly described in “Exhibit A” – Legal Description and “Exhibit B” – Location Map, attached to this Ordinance and incorporated herein by reference (the “Subject Real Properties”) and has requested that the Subject Real Properties be rezoned from the City’s **R-6. – MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT TO C-1 – NEIGHBORHOOD COMMERCIAL (the “Rezone”)**; and
- 1.3 WHEREAS,** the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on July 14, 2015 as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on July 28, 2015) where it was recommended to the Mayor and Council that the rezoning for the lands described in Exhibit A from Medium Density Residential (R-6) to Neighborhood Commercial (C-1) be approved; and
- 1.4 WHEREAS,** the Kuna City Council, pursuant to public notice as required by law, held a public hearing on August 18, 2015 on the Rezone, as required by Section 67-6525, Idaho

Code, and in accordance with the provisions of Kuna City Code Section 5-1A-7 made findings (September 1, 2015) and determined that the requested rezone should be granted with a zoning classification C-1 (Neighborhood Commercial); and

- 1.5 WHEREAS**, it is necessary that the City Council adopt this Ordinance, as required by Section 67-6511 (2) Idaho Code and Kuna City Code § 5-1A-7 G, to complete the process of implementing the decision of the Kuna City Council to Rezone the Subject Real Properties.

**Section 2: Action:**

- 2.1** The Subject Real Properties are rezoned from **R-6. – MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT TO C-1 – NEIGHBORHOOD COMMERCIAL (the “Rezone”)**;
- 2.2** The Zoning Map of the City of Kuna is hereby amended to comply with this Rezone.

**Section 3: Directing the City Engineer and City Clerk:**

- 3.1** The City Engineer is directed to change the zoning district depictions of the Subject Real Property on the Zoning Map of the City in accordance with this Rezone ordinance; and
- 3.2** The City Clerk is directed to file, this Ordinance in the official records of the City and to provide a conformed copy to the City Engineer, Planning and Zoning Director and Owner.

**Section 4: Effective Date**

- 4.1** This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law and at the discretion of the City Clerk and In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 17<sup>th</sup> day of December, 2019.

CITY OF KUNA

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Joe L. Stear, Mayor

ATTEST:

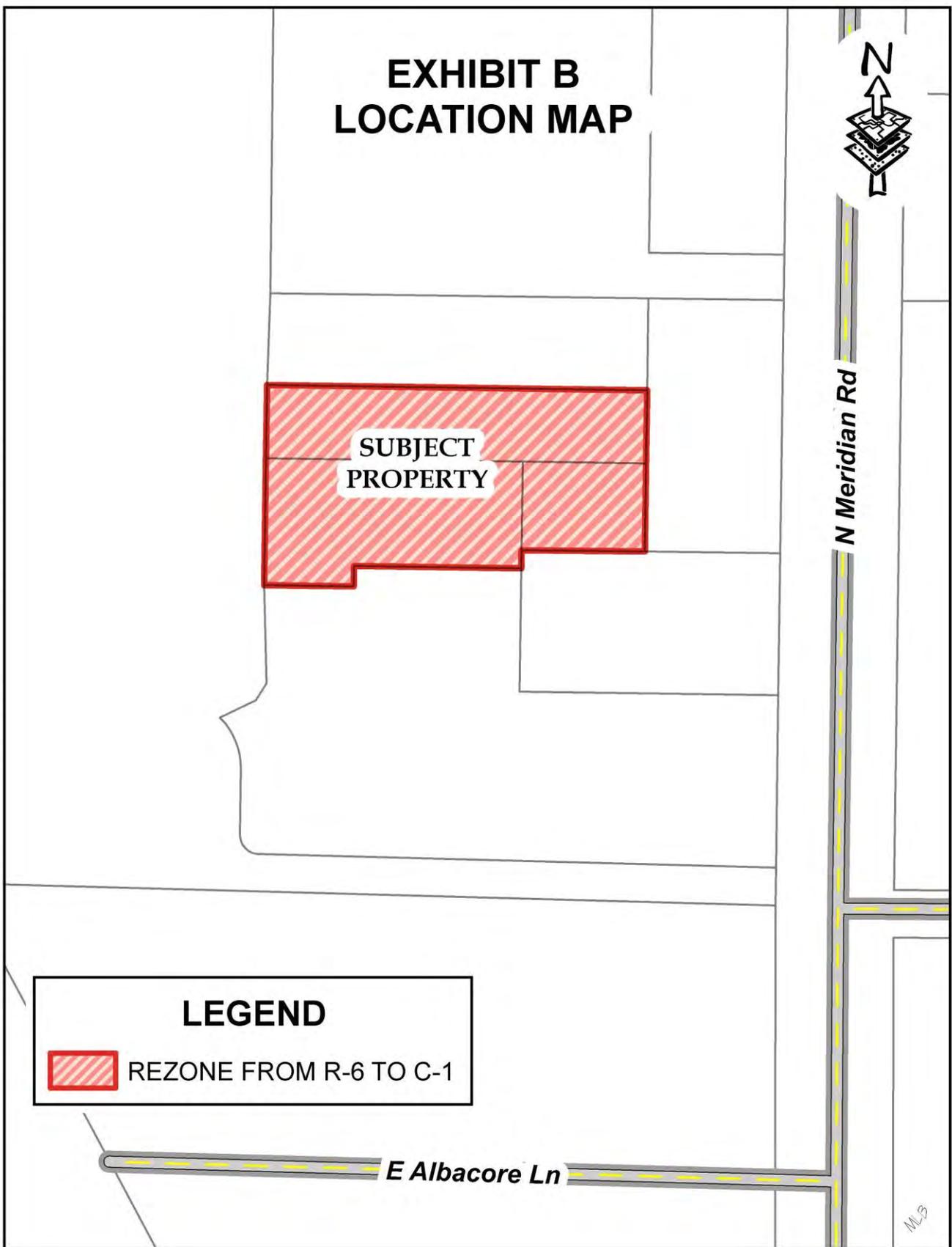
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Chris Engels, City Clerk

**EXHIBIT A****LESLEY PROPERTIES LLC  
REZONE TO C-1****LEGAL DESCRIPTION**

All of lots 7, 8, 9 Block 1 of Ensign Subdivision No. 2, as same is recored in Book 116 of Plats at Pages 17463 – 17465, records of Ada County, Idaho.

Said parcels containing 1.741 acres, more or less



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(Space above reserved for recording)

**ORDINANCE NO. 2019-48  
CITY OF KUNA, IDAHO**

**ORDINANCE AMENDING THE EXTERIOR BOUNDARIES  
OF THE KUNA MUNICIPAL IRRIGATION SYSTEM  
[PATAGONIA DEVELOPMENT LLC. real property]**

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

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

**The City Council findings:** The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

- 1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the “KMIS”); and
- 1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and
- 1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor’s office as PATAGONIA DEVELOPMENT LLC. [legally described in **Exhibit A** attached to this Ordinance and by this reference incorporated herein] (the “SUBJECT REAL PROPERTIES”) within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and
- 1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:**

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to New York Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 17<sup>th</sup> day of December, 2019.

CITY OF KUNA

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

ATTEST:

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

**EXHIBIT A**

**LEGAL DESCRIPTION FOR WATER RIGHTS ON  
PATAGONIA DEVELOPMENT LLC.  
PATAGONIA ESTATES NO. 4**

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IN ADA COUNTY, IDAHO, AND THAT WE INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS PATAGONIA SUBDIVISION NO. 4:

A PARCEL LOCATED IN THE S ½ OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ALUMINUM CAP MONUMENT MARKING THE NORTHEAST CORNER OF THE SW ¼ OF SAID SECTION 7, FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE NORTHWEST CORNER OF THE SW ¼ OF SAID SECTION 7 BEARS N 89°19'20" W A DISTANCE OF 2561.82 FEET;

THENCE S 89°19'11" E ALONG THE NORTHERLY BOUNDARY OF SAID S ½ OF SECTION 7 A DISTANCE OF 57.00 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE LEAVING SAID NORTHERLY BOUNDARY S 0°28'13" W A DISTANCE OF 330.84 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE A DISTANCE OF 501.90 FEET ALONG THE ARC OF A 757.00 FOOT RADIUS CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 37°59'16" AND A LONG CHORD BEARING S 19°27'51" W A DISTANCE OF 492.76 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE S 38°27'29" W A DISTANCE OF 663.87 FEET TO A 5/8 INCH DIAMETER REBAR ON THE NORTHERLY BOUNDARY OF PATAGONIA SUBDIVISION NO. 2 AS SHOWN IN BOOK 112 OF PLATS ON PAGES 16476 THRU 16480, RECORDS OF ADA COUNTY, IDAHO;

THENCE N 55°36'52" W ALONG SAID NORTHERLY BOUNDARY A DISTANCE OF 20.05 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY N 51°32'31" W A DISTANCE OF 94.00 FEET TO A 5/8 INCH DIAMETER REBAR MARKING THE NORTHWEST CORNER OF SAID PATAGONIA SUBDIVISION NO. 2;

THENCE S 38°27'29" W ALONG THE WESTERLY BOUNDARY OF SAID PATAGONIA SUBDIVISION NO. 2 A DISTANCE OF 0.41 FEET TO A 5/8 INCH DIAMETER REBAR MARKING AT THE NORTHEASTERLY CORNER OF PATAGONIA SUBDIVISION NO. 3 AS SHOWN IN BOOK 115 OF PLATS ON PAGES 17107 THRU 17111, RECORDS OF ADA COUNTY, IDAHO;

THENCE N 55°26'08" W ALONG THE NORTHERLY BOUNDARY OF SAID PATAGONIA SUBDIVISION NO. 3 A DISTANCE OF 577.34 FEET TO A 5/8 INCH DIAMETER REBAR ON THE EASTERLY BOUNDARY OF SAID PATAGONIA SUBDIVISION NO. 3;

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING COURSES:

THENCE N 34°33'52" E A DISTANCE OF 182.00 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE N 55°26'08" W A DISTANCE OF 25.58 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE N 34°33'52" E A DISTANCE OF 118.00 FEET TO A 5/8 INCH DIAMETER REBAR MARKING THE NORTHEAST CORNER OF SAID PATAGONIA SUBDIVISION NO. 3;

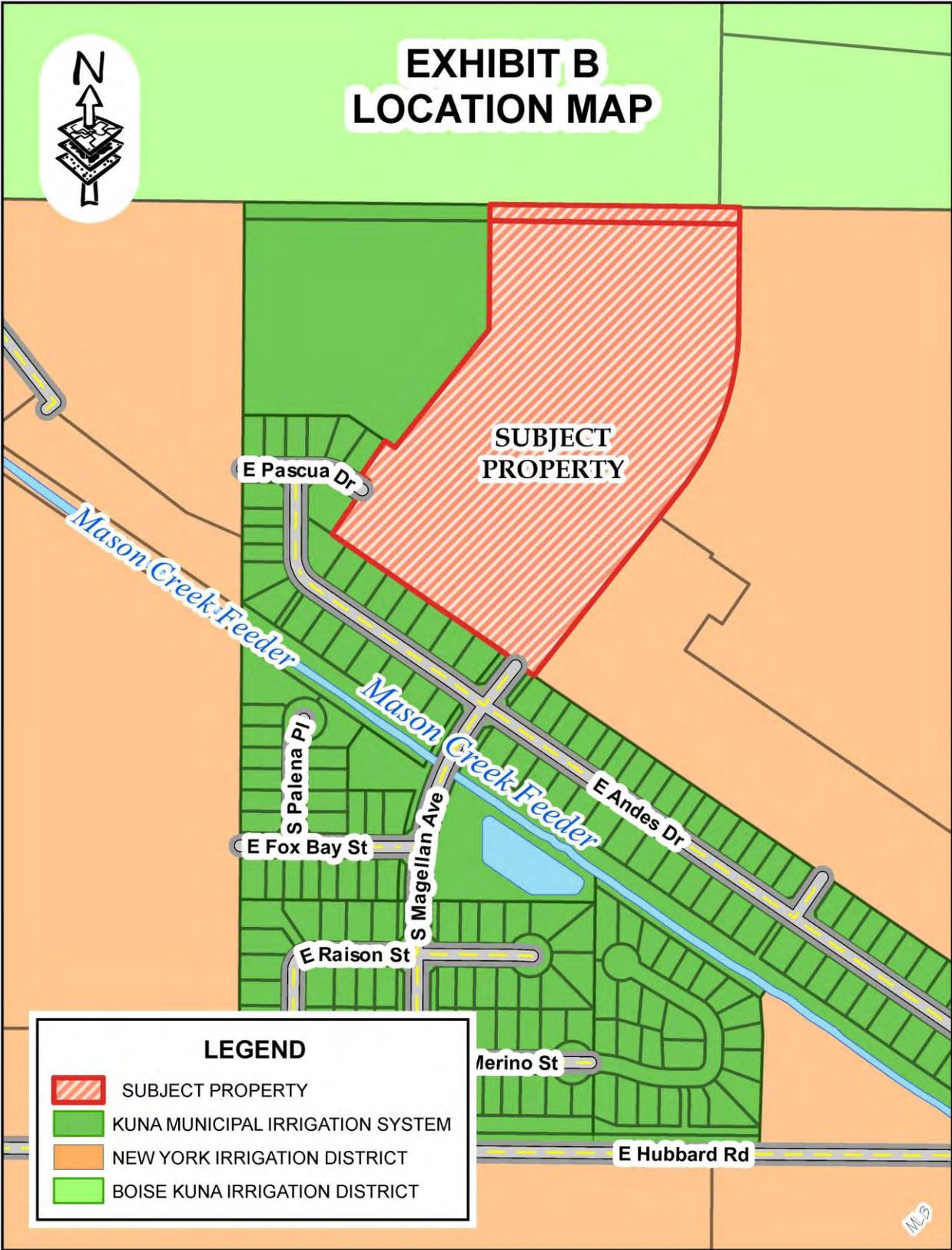
THENCE LEAVING SAID EASTERLY BOUNDARY S 55°26'07" E A DISTANCE OF 33.98 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE N 38°27'29" E A DISTANCE OF 423.96 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE N 0°28'13" E A DISTANCE OF 352.32 FEET TO A 5/8 INCH DIAMETER REBAR ON THE NORTHERLY BOUNDARY OF SAID S ½ OF SECTION 7;

THENCE ALONG SAID NORTHERLY BOUNDARY S 89°19'20" E A DISTANCE OF 645.00 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 20.74 ACRES.



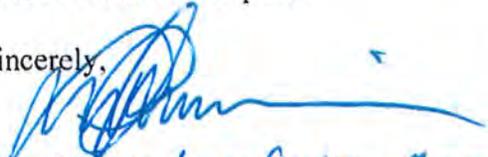
August 9, 2019

City of Kuna  
Attn: City Engineer  
6950 N. Ten Mile Rd.  
Meridian, ID 83642

**RE: Patagonia Subdivision No. 4 Annexation into KMID**

Dear City Engineer:

I am submitting a request to annex the property hereafter known as Patagonia Subdivision No 4 into the Kuna Municipal Irrigation District (KMID). The property is generally located northside of E Hubbard Road and between Meridian Road and Locust Grove Road. The annexation is approximately 20.74 acres as shown on the attached Exhibit A. My understanding this will pool the water rights of Ada County tax parcel S1407315000, 20.74 acres more or less for delivery purposes by the City of Kuna. Exhibit A is a legal description of the area in Patagonia Subdivision No 4 will irrigate said subdivision using the City of Kuna PI system under this request.

Sincerely,  
  
Greg Johnson *Larry Squires, Manager*  
Patagonia Development LLC

Project: Patagonina Subdivision No 4  
Contract: KENT BROWN  
Address: 3161 E SPRINGWOOD DR MERIDIAN ID 83642  
Phone: 208-871-6842  
Email: kentlkb@gmail.com

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(Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2019-49  
GREYHAWK WEST LLC, GREYHAWK LAND COMPANY LLC &  
BRADFORD A. WATERS  
MUNICIPAL ANNEXATION**

**A MUNICIPAL ANNEXATION ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA;**

- **MAKING CERTAIN FINDINGS; AND**
- **ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ALL LANDS LEGALLY DESCRIBED IN EXHIBIT A, OWNED BY GREYHAWK WEST LLC, GREYHAWK LAND COMPANY LLC & BRADFORD A. WATERS, SITUATED WITHIN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND**
- **ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTIES; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to annex into and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

**WHEREAS**, the owner of the parcels of real property situated in the unincorporated area of Ada County and as more particularly described in Section 2 of this ordinance, have requested, in writing, annexation of said real properties into then City of Kuna; and

**WHEREAS**, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on May 28, 2019, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on June 11, 2019) where it was recommended to the Mayor and Council that the annexation for lands described in Exhibit A and the R-6 zoning request, be approved;

**WHEREAS**, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on August 6, 2019, on the proposed annexation and zoning for the real property described in Section 2 below, as required by Section 67-6525, Idaho Code, made findings (approved by Council on August 20, 2019) where it was determined that the requested annexation for lands described in Exhibit A with the R-6 zoning request, be approved; and

**WHEREAS**, the zoning classification of R-6 is appropriate to meet the requirements of the Kuna City Code and should be granted.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, IDAHO,** as follows:

Section 1: The Kuna City Council hereby finds and declares that the real properties described below are contiguous to the City, that said properties can be reasonably assumed to be used for the orderly development of the City, and that the owner of said properties has requested, in writing, annexation thereof to the City.

Section 2: The real properties, all situated in Ada County, Idaho, adjacent to and contiguous to the City, commonly known as and more particularly described in “Exhibit A” – Legal Description and “Exhibit B” – Location Map, attached hereto and incorporated herein by reference, is annexed to and incorporated in the incorporated territorial limits of the City of Kuna, Idaho.

Section 3: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory described above shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 4: The zoning land use classifications of the land described in Section 2 above is hereby established as R-6, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the R-6 zoning land use classification.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 6: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 17<sup>th</sup> day of December, 2019.

CITY OF KUNA

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

ATTEST

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

**EXHIBIT A****GREYHAWK WEST LLC, GREYHAWK LAND COMPANY LLC &  
BRADFORD A. WATERS  
MUNICIPAL ANNEXATION**

## Legal Description.

A parcel of land located in the NW 1/4 of Section 13, T.2N., R.1W., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 13, from which the Northwest corner of said Section 13 bears North 88°53'13" West, 2642.77 feet;

thence along the North-South centerline of said Section 13 South 00°11'49" West, 612.01 feet to the **REAL POINT OF BEGINNING**;

thence continuing along said North-South centerline South 00°11'49" West, 1,370.45 feet;

thence leaving said North-South centerline North 88°48'07" West, 796.99 feet;

thence North 18°46'17" West, 143.20 feet;

thence North 08°03'02" West, 99.25 feet;

thence North 05°35'18" East, 258.00 feet;

thence North 09°33'16" East, 297.30 feet;

thence North 11°25'03" East, 208.36 feet;

thence North 02°42'42" West, 126.88 feet;

thence North 23°53'52" West, 276.32 feet;

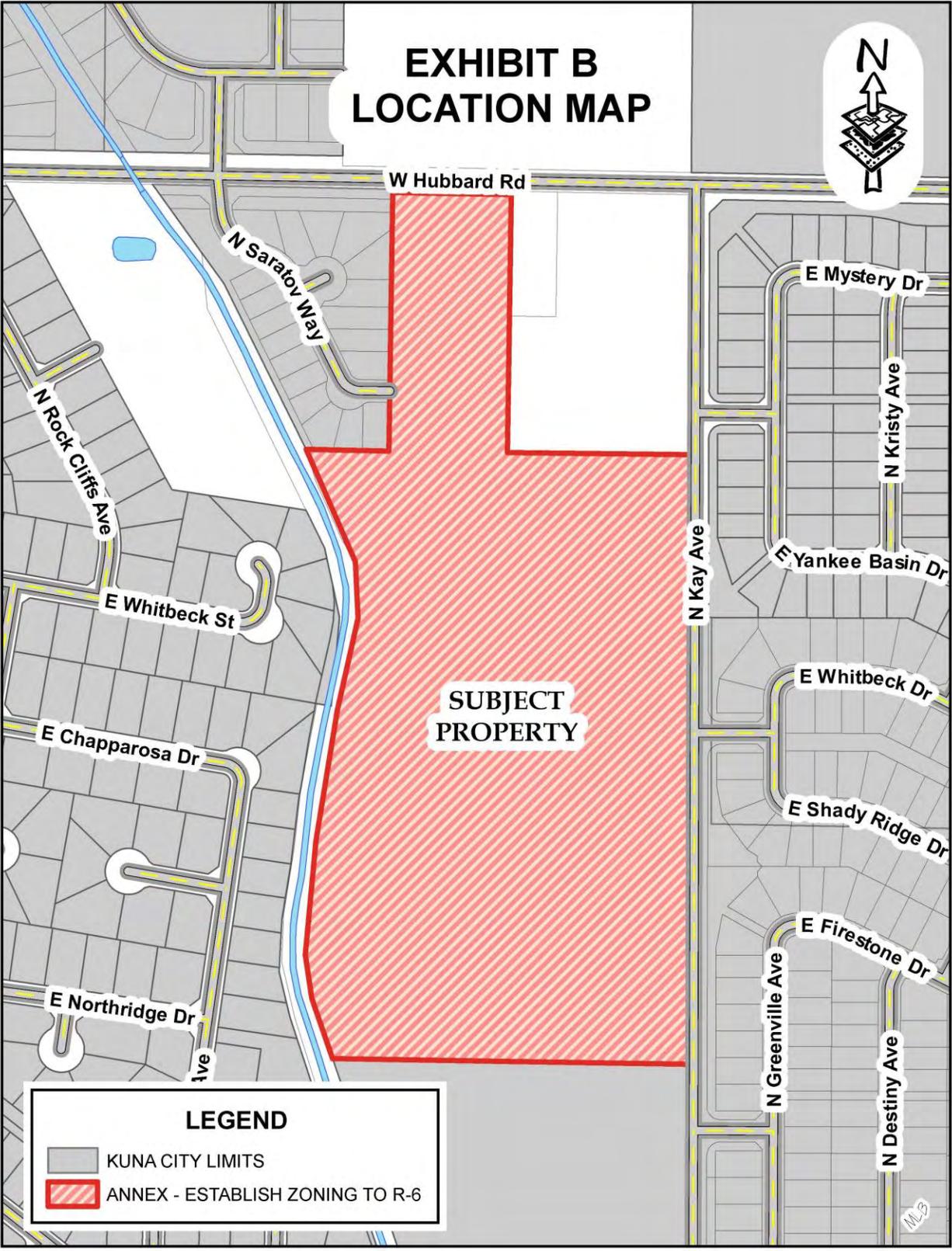
thence South 89°13'32" East, 185.79 feet;

thence North 00°50'58" East, 613.99 feet to a point on the North boundary line of said Section 13;

thence along said North boundary line South 88°53'13" East, 267.07 feet;

thence leaving said North boundary line South 00°50'58" West, 613.61 feet;

thence South 89°07'12" East, 410.98 feet to the **REAL POINT OF BEGINNING**. Containing 29.13 acres, more or less.



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(Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2019-50  
HDP GREYHAWK LLC  
MUNICIPAL REZONE**

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

- **MAKING CERTAIN FINDINGS; AND**
- **REZONING CERTAIN REAL PROPERTIES, TO WIT: LANDS LEGALLY DESCRIBED IN EXHIBIT A, OWNED BY HDP GREYHAWK LLC, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND**
- **AMENDING THE ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to establish zoning within its corporate limits provided by Section 50-222, Idaho Code; and

**WHEREAS**, the owner of said parcel of real property has requested that the real property be rezoned from Agriculture to R-6 as described in Exhibit A and rezoned from Agriculture to R-6 as described in Exhibit A; and

**WHEREAS**, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on May 28, 2019, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on June 11, 2019) where it was recommended to the Mayor and Council that the rezoning for the lands described in Exhibit A from Agriculture to R-6, be approved; and

**WHEREAS**, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on August 6, 2019, on the proposed rezoning for the real property described in Section 2 below, as required by Section 67-6525, Idaho Code, made findings (approved by Council on August 20, 2019) where it was determined that the requested rezoning for lands described in Exhibit A from Agriculture to R-6, be approved; and

**WHEREAS**, the zoning classification of R-6 is appropriate to meet the requirements of the Kuna City Code and should be granted.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, IDAHO, as follows:**

Section 1: The Kuna City Council hereby finds and declares that the real property described below is within the corporate limits of the City and the proposed rezone complies with the Kuna City Code and the Kuna City Comprehensive Plan.

Section 2: The real property is situated in the City of Kuna, Ada County, Idaho, and is commonly known as parcel S1313244650 and more particularly described in “Exhibit A” – Legal Description and in “Exhibit B” – Location Map, attached hereto and incorporated herein by reference.

Section 3: The zoning land use classifications of the lands described in Section 2 above is hereby zoned R-6, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the R-6, zoning land use classifications.

Section 4: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property rezoned by this Ordinance.

Section 5: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 17<sup>th</sup> day of December, 2019.

CITY OF KUNA

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

ATTEST:

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

**EXHIBIT A**

HDP GREYHAWK, LLC  
REZONE TO R-6

**LEGAL DESCRIPTION**

A parcel of land located in the NW 1/4 of Section 13, T.2N., R.1W., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 13, from which the Northwest corner of said Section 13 bears North 88°53'13" West, 2642.77 feet;

thence along the North-South centerline of said Section 13 South 00°11'49" West, 1982.46 feet to the **REAL POINT OF BEGINNING**;

thence continuing along said North-South centerline South 00°11'49" West, 664.92 feet to the C1/4 corner of said Section 13;

thence along the East-West centerline of said Section 13 North 88°48'28" West, 567.02 feet;

thence leaving said East-West centerline North 18°46'17" West, 707.40 feet;

thence South 88°48'07" East, 796.99 feet to the **REAL POINT OF BEGINNING**. Containing 10.41 acres, more or less.

