



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, March 3, 2020

6:00 P.M. REGULAR CITY COUNCIL

1. Call to Order and Roll Call

2. Invocation: None

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. Regular City Council Meeting Minutes, February 18, 2020

B. Accounts Payable Dated February 27, 2020 in the amount of \$295,298.34

C. Final Plat:

Consideration to approve Case No. 20-01-FP (Final Plat) for Winfield Springs Subdivision No. 5

5. Community Reports or Requests:

None

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

None

7. Business Items:

A. Consideration to approve Case No. 20-01-TE (Time Extension) – Doug Hanson, Planner I
ACTION ITEM

A Team Land Consultants is requesting time extension approval for Merlin Point Subdivision No. 2 Final Plat (Ada County Assessor Parcel Nos. R0615254601 and S1324449005).

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

- B. *Follow up from February 18, 2020.* Budget Expenses and Revenue breakdown for Discussion and Direction on potential Kuna ICA Rodeo, City Ad Hoc Committee, and Support – Chris Engels, City Clerk and Matt Askew, ICA President **ACTION ITEM**
- C. Consideration to approve Resolution No. R21-2020 – Wendy Howell, Planning & Zoning Director **ACTION ITEM**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE PROJECT PRIORITY LIST TITLED “CITY OF KUNA 2020 PRIORITIZATION REQUEST FORM” AS THE CITY OF KUNA, IDAHO’S OFFICIAL TRANSPORTATION PROJECT PRIORITY LIST FOR THE ADA COUNTY HIGHWAY DISTRICT; AUTHORIZING THE CITY CLERK TO TRANSMIT SAID PROJECT PRIORITY LIST TO THE ADA COUNTY HIGHWAY DISTRICT; AND REPEALING ALL PREVIOUS TRANSPORTATION PROJECT PRIORITY LISTS.

- D. *Informational Only* Economic Development Update – Lisa Holland, Economic Development Director
- E. Request for \$2,300 from Contingency to Purchase Additional Caselle License – Chris Engels, City Clerk **ACTION ITEM**

8. Ordinances:

- A. Consideration to approve Ordinance No. 2020-13 **ACTION ITEM**

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

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

Consideration to waive three readings
Consideration to approve

- B. Consideration to approve Ordinance No. 2020-14 **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 ENDURANCE HOLDINGS LLC.; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; AND
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; AND
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve

C. Consideration to approve Ordinance No. 2020-15 **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 DB 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 BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve

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, February 18, 2020

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: None**3. Pledge of Allegiance: Mayor Stear**

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

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

A. Regular City Council Meeting Minutes, February 4, 2020

B. Accounts Payable Dated February 13, 2020 in the amount of \$1,553,987.56

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.

C. New Alcohol License:

Wood – Andrews Kuna Biz, LLC dba The Longhorn Lounge 458 W Main Street –
Liquor-by-the-Drink and On-Premise Beer

D. Resolutions:

1. Consideration to approve Resolution No. R16-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE AWARD OF BID FOR MAIN ST, AVENUE C TO AVENUE A, KUNA (DOWNTOWN REVITALIZATION PROJECT, PHASE II) ICDBG PROJECT NO. ICDBG-19-111-13-ED, FEDERAL-AID PROJECT NO. A020(143); KEY NO. 20143 J-U-B PROJECT NO. 10-17-142 TO KNIFE RIVER CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE “DOCUMENT 00510 NOTICE OF AWARD”.

2. Consideration to approve Resolution No. R17-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY CHALLENGER DEVELOPMENT, INC., FOR MALASPINA RANCH SUBDIVISION NO. 1 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING, STREET LIGHTING, AND FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

3. Consideration to approve Resolution No. R18-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY PATAGONIA DEVELOPMENT, LLC, FOR PATAGONIA SUBDIVISION NO. 5 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

4. Consideration to approve Resolution No. R19-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “SANITARY SEWER EASEMENT (RISING SUN ESTATES)” AGREEMENT WITH DENNIS R. HOURANY AND SUSAN L. HOURANY; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

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

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

Voting No: None

Absent: None

Motion carried: 4-0

5. Community Reports or Requests:

None

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

Public Hearing and Consideration to adopt Capital Improvements Plan – Final January 2018 - Amended June 2019 (“Amended Capital Improvements Plan”) – Bill Gigray, City Attorney

ACTION ITEM

(Timestamp 00:01:19)

City Attorney Bill Gigray reviewed his relationship with the Capital Improvements Plan, what was required of the Advisory Committee, and the approval process the plan had gone through. He recommended recessing the hearing until the end of the meeting to see if the Fire Chief would arrive because he couldn't get into the specifics. He did note the amount for impact fees increased from \$701 per residence to \$824 per residence and from \$0.35 per square foot for non-residential development to \$0.41. That was based on the information supplied and recommendation of the committee and was approved by the Fire District Commission.

Mayor Stear stated the Fire Chief was out of town and would not be coming. He suggested opening the public hearing for anyone to testify that wanted to do so and then continuing the hearing.

Mr. Gigray agreed and stood for questions.

Council Member Cardoza asked if there was a conflict of interest since Mr. Gigray was the legal counsel for the Fire District and the City.

Mr. Gigray replied not with anything currently happening but if something did come up where there could be a conflict of interest it was his duty to bring it up.

Mayor Stear clarified if Mr. Gigray were promoting something rather than just giving information that would be where the conflict would come in.

Mr. Gigray felt this was fairly clean in that regard. He didn't want to make any comments beyond the base facts. He wasn't part of the advisory committee and had no specific knowledge beyond what was in the Capital Improvements Plan in front of Council. He felt the Chief was in a better position to answer those questions. The Chief was aware of the plans and how this related to new growth and providing services for that growth.

Mayor Stear opened the Public Hearing by asking if there was anyone who wanted to sign up to testify that had not done so.

Support: None

Against: None

Neutral: None

Rebuttal: None

Council President Buban-Vonder Haar asked if folks had questions about this. She did not and would be fine proceeding. She was fine with continuing the hearing if people had questions but it seemed like it would be a waste of time to continue the hearing for the Chief to be present if they didn't have questions.

Council Member Christensen didn't have any questions. He felt it made a lot of sense when he read through it. He was okay with not continuing.

Mayor Stear and Council Members Cardoza and McPherson had no questions.

Mr. Gigray reported the next step after approval of this was referring this to the Planning & Zoning for consideration to amend the Comprehensive Plan.

Consideration to approve Resolution No. R11-2020

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

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

Council President Buban-Vonder Haar moved to close the public hearing and approve Resolution No. R11-2020. Seconded by Council Member McPherson. Motion carried: 4-0.

7. *Business Items:*

- A. Discussion and Direction on potential Kuna ICA Rodeo and Committee Support –
ACTION ITEM
(Timestamp 00:10:36)

Matt Askew, President of ICA, the pro-amateur rodeo association in the northwest and primarily based in southern Idaho, explained Kuna had been on their radar for quite a bit. They had met with Economic Development Director Lisa Holland, City Clerk Chris Engels, Karri Keller with the Kuna Chamber of Commerce, and Parks Director Bobby Withrow and were trying to get a game plan together to hold an ICA rodeo the same weekend as Kuna Days. He felt it made sense with the influx of people and Kuna community's demographic. It fit what they did and their membership was strongly based out of Kuna and this part of Ada County. They would put their own committee together to put the rodeo on but it would be under City advisement. They were looking for a place to hold it. Meridian, Eagle, and other cities held the rodeos on City property. They needed 3 or 4 acres where they could put up a portable arena during Kuna Days. He

proposed an afternoon rodeo. Then those people would go to the concerts and vendors after that. It would bring people that didn't normally go to Kuna Days. It was typically about \$30,000 to put on an ICA rodeo. A lot of that money was brought in through ticket sales and sponsorship. The \$30,000 was for a minimum added rodeo which meant the added money in each event which pulled contestants. Based on their research, he really believed this community could have the biggest ICA rodeo they had. That would be \$1,000 to \$1,500 added in each event which would be about \$30,000 to \$45,000 depending on where they were at. Once they had their committee together, they would put together all the financials. He appreciated staff getting him in to Council so quickly since Kuna Days wasn't too far ahead.

Mayor Stear thought Council might want to have a committee that talked about this and came back with a report so they could make a final decision.

Parks Director Bobby Withrow shared the City had 20 acres that could at some point be turned into some sort of rodeo grounds/park but, for this year, they were looking at a couple possibilities. They were looking more for direction on starting a committee so they could start talking to people and get it going for that year. He felt this was a great opportunity to bring a rodeo to Kuna which had not happened in his lifetime. He thought at one point there was one in Kuna and he would like to see it come back. He stood for questions.

City Attorney Bill Gigray recommended Mr. Askew meet with Mr. Withrow and himself. He liked structure with committees because it identified what the committee's mission was, who would be a part of it, what their time table was, and who they reported to. It was a good process. In this instance, he thought they would be dealing with an ad hoc committee with a specific purpose and report. There were a lot of components to this; budget, staffing, property. It was better to do it right from the start. Hopefully they would be able to come back with a proposal at the next Council Meeting. He also suggested Mr. Askew let ICA's secretary know they needed to get reinstated with the Secretary of State because they had been administratively dissolved which meant they hadn't filed their annual statement.

Mr. Askew replied they had taken care of that.

Mr. Gigray said it wasn't showing up yet and he wanted to make sure he knew who they were dealing with.

Mr. Askew said ok.

Mayor Stear thought they had set up some parameters on a committee and had been working with the Chamber to coordinate for Kuna Days. He felt the biggest thing was putting the committee together so they could have a discussion and come back to Council to talk about the need.

City Clerk Chris Engels explained what Mr. Gigray said was exactly what they were talking about that night, put the parameters of the committee together under the City ad hoc. The indication had been there would be 5 seats at large. Mr. Askew offered to sit on the committee to function it forward and then there would be a seat on the committee for Chambers and a seat for Parks, the Clerk's Office would facilitate for agendas, minutes, invoicing, and that kind of stuff. Ms. Holland also indicated she would be available as a friend of the committee so to speak. The direction Mr. Gigray indicated was the direction they were looking for from Council.

Council President Buban-Vonder Haar asked for clarification on what they were looking for from Council.

Ms. Engels said they were looking for Council's permission to begin the process of a city guidance committee and then to come back with the details of the committee's parameters.

Mr. Gigray added staff wanted a motion authorizing them to proceed with establishing a recommendation for an ad hoc committee and they would come back with a proposal at the next meeting if possible.

Council Member Cardoza asked if this was going to be sponsored by the City and if there would be a hold harmless against injury. He wanted to know what the legal repercussions would be for the City.

Mr. Gigray explained the action Council would be taking that night would not be committing to anything other than allowing staff to meet and work with Mr. Askew. Then they would come back just to set up the ad hoc committee. That was it. They weren't being roped into a rodeo just yet. This was just an opportunity to ferret this out and come back with a recommendation. Then they would go over specifics. He thought it would take a while to work through it all. That night was just about authorizing staff to proceed.

Mayor Stear said the ICA had done this before so he didn't think it would take to long to put it together.

Mr. Askew said he put on 4 rodeos a year. Generally, he brought on a new rodeo to multiple different associations. Once the committee was established, at the next City Council Meeting, he would have all the financial obligations and ducks in a row. Then they could decide if they wanted a rodeo or not. That was the next step.

Council President Buban-Vonder Haar moved to authorize staff to proceed as discussed. Seconded by Council Member McPherson. Motion carried: 4-0.

**B. *Informational Only* Quarterly Budget Presentation – Jared Empey, City Treasurer
(Timestamp 00:26:01)**

City Treasurer Jared Empey reviewed the report. He noted everything looked good and stood for questions.

- C. Consideration to approve Resolution No. R20-2020 – Lisa Holland, Economic Development Director **ACTION ITEM**
(Timestamp 00:28:26)

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “ENGAGEMENT OF ELAM & BURKE” LETTER WITH ELAM & BURKE ATTORNEYS AT LAW FOR LEGAL REVIEW OF THE URBAN RENEWAL ELIGIBILITY STUDY AND SUPPORTING SERVICES FOR ESTABLISHING A POTENTIAL URBAN RENEWAL DISTRICT; AND AUTHORIZING THE MAYOR TO SIGN SAID LETTER.

Economic Development Director Lisa Holland reviewed where they were with the eligibility study process for an urban renewal district. She had a completed draft that required legal review. She thanked City Attorney Bill Gigray for his advising and getting them as far as they were. Staff had spoken with other cities that had done urban renewal districts and they recommended Elam & Burke who did a lot of great work in establishing those districts. Staff had met with them a couple times to discuss scope and what they could do for the City. They indicated, for approximately \$7,500, they could do the legal review of the eligibility study and, if Council decided they wanted to appoint board members to move forward with creating an urban renewal district plan and adopting an urban renewal district, that would be included in that funding cost. It was already budgeted for that year. She hoped to be in front of Council with the eligibility study for their review in March. She stood for questions.

Council President Buban-Vonder Haar moved to approve Resolution No. R20-2020. Seconded by Council Member McPherson. Motion carried: 4-0.

8. Ordinances:

- A. Consideration to approve Ordinance No. 2020-09 **ACTION ITEM**
(Timestamp 00:30:30)

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

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY PARCEL NO. R5070503500 OWNED BY CARL BADER, 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

Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2020-09. Seconded by Council Member McPherson. Motion carried: 4-0.

Council President Buban-Vonder Haar moved to approve Ordinance No. 2020-09. 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

B. Consideration to approve Ordinance No. 2020-10 ACTION ITEM

(Timestamp 00:31:39)

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. S1418320650 OWNED BY RUSSELL HUNEMILLER, S1418233650 OWNED BY RUSSELL & KAREN HUNEMILLER, R7534260158 OWNED BY JANE GOLDEN, R7534260375, R7534260500, R7534260156 AND R7534260218 OWNED BY SELECT DEVELOPMENT & CONTRACTING LLC, R7534260450 OWNED BY SANDSTONE FARM LLC AND S1418234000 OWNED BY GO FOR IT LLC 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
- 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

Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2020-10. Seconded by Council Member McPherson. Motion carried: 4-0.

Council President Buban-Vonder Haar moved to approve Ordinance No. 2020-10. 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

C. Consideration to approve Ordinance No. 2020-11 ACTION ITEM
(Timestamp 00:34:06)

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

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY PARCEL NO. S1315449223 OWNED BY EPIC DEVELOPMENT IDAHO 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

Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2020-11. Seconded by Council Member McPherson. Motion carried: 4-0.

Council President Buban-Vonder Haar moved to approve Ordinance No. 2020-11. 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

D. Consideration to approve Ordinance No. 2020-12 ACTION ITEM
(Timestamp 00:35:16)

A MUNICIPAL ANNEXATION AND ZONING 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 ENDURANCE HOLDINGS 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
- 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

Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2020-12. Seconded by Council Member McPherson. Motion carried: 4-0.

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2020-12. Seconded by Council Member McPherson. Approved by the following roll call vote:
Voting Aye: Council Members Cardoza, Christensen, Buban-Vonder Haar, and McPherson
Voting No: None
Absent: None
Motion carried: 4-0**

9. Mayor/Council Announcements:

(Timestamp 00:36:26)

Mayor Stear reviewed the proposed bill regarding a property tax freeze that would be part of the legislative session and stated staff would keep an eye on that.

Council Member Cardoza noted the Longhorn downtown had a new owner. They were going through the building and the exterior doing updates. It was looking nice.

Mayor Stear said he had met the owner and he seemed very motivated.

10. Executive Session:

None

11. Adjournment: 6:39 P.M.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Minutes prepared by Ariana Welker, Deputy City Clerk

Date Approved: CCM 03.03.2020

IN FAVOR

NEUTRAL

IN OPPOSITION

Testify Not Testify

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City State, Zip

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
A COMPANY, INC.												
1463	A COMPANY, INC.	114-9914668		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM. WEEKLY SERVICE, BUTLER PARK, 2/7-3/5/20	02/19/2020	201.92	.00	01-6212 RENT-EQUIPMENT	1004	2/20		
Total 114-9914668:						201.92	.00					
Total A COMPANY, INC.:						201.92	.00					
A.M.E. ELECTRIC, INC.												
1210	A.M.E. ELECTRIC, INC.	191661		SERVICE CALL TO SADIE CREEK PUMP, FEB.'20	02/06/2020	758.60	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	2/20		
Total 191661:						758.60	.00					
Total A.M.E. ELECTRIC, INC.:						758.60	.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15870		SHOP RENT FOR MARCH - PARKS	02/10/2020	148.50	.00	01-6211 RENT-BUILDINGS & LAND	1004	2/20		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15870		SHOP RENT FOR MARCH - WATER	02/10/2020	126.00	.00	20-6211 RENT-BUILDINGS & LAND	0	2/20		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15870		SHOP RENT FOR MARCH - SEWER	02/10/2020	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	2/20		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15870		SHOP RENT FOR MARCH - P.I.	02/10/2020	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	2/20		
Total 15870:						450.00	.00					

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Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	02132020ACP		<u>PROSECUTORIAL SERVICES FOR MARCH 2020</u>	02/13/2020	4,500.00	.00	<u>01-6203 PROSECUTORIAL SERVICES</u>	0	2/20		
Total 02132020ACPA:						4,500.00	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,500.00	.00					
ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	24945		<u>FEATURE CAT D LICENSE 5000 W/ A239373 FOR WATER TREATMENT FACILITY, FEB. '20 - WATER</u>	02/14/2020	67.20	.00	<u>20-6150 M & R - SYSTEM</u>	0	2/20		
1566	ADVANCED COMMUNICATIONS, INC.	24945		<u>FEATURE CAT D LICENSE 5000 W/ A239373 FOR WATER TREATMENT FACILITY, FEB. '20 - SEWER</u>	02/14/2020	67.20	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/20		
1566	ADVANCED COMMUNICATIONS, INC.	24945		<u>FEATURE CAT D LICENSE 5000 W/ A239373 FOR WATER TREATMENT FACILITY, FEB. '20 - P.I.</u>	02/14/2020	25.60	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	2/20		
Total 24945:						160.00	.00					
1566	ADVANCED COMMUNICATIONS, INC.	24949		<u>INSTALL ONE 5320 IP PHONE WITH A CORDLESS HEADSET FOR D. WALTMAN, FEB. '20 - WATER</u>	02/14/2020	335.58	.00	<u>20-6150 M & R - SYSTEM</u>	0	2/20		
1566	ADVANCED COMMUNICATIONS, INC.	24949		<u>INSTALL ONE 5320 IP PHONE WITH A CORDLESS HEADSET FOR D. WALTMAN, FEB. '20 - SEWER</u>	02/14/2020	335.58	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/20		
1566	ADVANCED COMMUNICATIONS, INC.	24949		<u>INSTALL ONE 5320 IP PHONE WITH A CORDLESS HEADSET FOR D. WALTMAN, FEB. '20 - P.I.</u>	02/14/2020	127.84	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	2/20		

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Total 24949:						799.00	.00					
Total ADVANCED COMMUNICATIONS, INC.:						959.00	.00					
ASSOCIATED BAG COMPANY												
309	ASSOCIATED BAG COMPANY	G76614	9397	<u>TRASH BAGS FOR TEN MILE LS, T. FLEMING, DEC. '19</u>	12/12/2019	563.09	563.09	<u>21-6150 M & R - SYSTEM</u>	0	2/20	02/14/2020	
Total G76614:						563.09	563.09					
Total ASSOCIATED BAG COMPANY:						563.09	563.09					
AUMA ACTUATORS INC												
2021	AUMA ACTUATORS INC	6281088	9595	<u>2 EA 1/4 HP MOTORS, M. NADEAU, FEB. '20</u>	02/19/2020	1,841.16	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	2/20		
Total 6281088:						1,841.16	.00					
Total AUMA ACTUATORS INC:						1,841.16	.00					
BIG SKY RENTALS LLC												
1846	BIG SKY RENTALS LLC	0219202	9616	<u>SANDER RENTAL, BATHROOM FLOORS, S. JONES, FEB. '20</u>	02/19/2020	144.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/20		
Total 0219202:						144.00	.00					
Total BIG SKY RENTALS LLC:						144.00	.00					
BOISE METRO CHAMBER OF COMMERCE												
71	BOISE METRO CHAMBER OF COMMERCE	5796791		<u>REGISTRATION FOR REGIONAL LEADERSHIP CONFERENCE, L.HOLLAND, FEB.'20 - ECONOMIC DEVELOPMENT</u>	02/18/2020	399.00	.00	<u>01-6265 TRAINING & SCHOOLING</u>	4000	2/20		
71	BOISE METRO CHAMBER OF COMMERCE	5796791		<u>REGISTRATION FOR REGIONAL LEADERSHIP CONFERENCE, M.STEAR, FEB.'20 - ADMIN</u>	02/18/2020	359.10	.00	<u>01-6265 TRAINING & SCHOOLING</u>	0	2/20		

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
71	BOISE METRO CHAMBER OF COMMERCE	5796791		<u>REGISTRATION FOR REGIONAL LEADERSHIP CONFERENCE, M.STEAR, FEB.'20 - WATER</u>	02/18/2020	15.96	.00	<u>20-6265 TRAINING & SCH00LING EXPENSE</u>	0	2/20		
71	BOISE METRO CHAMBER OF COMMERCE	5796791		<u>REGISTRATION FOR REGIONAL LEADERSHIP CONFERENCE, M.STEAR, FEB.'20 - SEWER</u>	02/18/2020	15.96	.00	<u>21-6265 TRAINING & SCH00LING EXPENSE</u>	0	2/20		
71	BOISE METRO CHAMBER OF COMMERCE	5796791		<u>REGISTRATION FOR REGIONAL LEADERSHIP CONFERENCE, M.STEAR, FEB.'20 - P.I</u>	02/18/2020	7.98	.00	<u>25-6265 TRAINING & SCH00LING EXPENSE</u>	0	2/20		
Total 5796791:						798.00	.00					
Total BOISE METRO CHAMBER OF COMMERCE:						798.00	.00					
BRUCE L GILLOGY												
2024	BRUCE L GILLOGY	851801	9668	<u>POWDER COATING DOCK BRACKETS, B.WITHROW, FEB.'20</u>	02/25/2020	64.00	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/20		
2024	BRUCE L GILLOGY	851801	9668	<u>POWDER COATING TOILET PAPER HOLDERS, B.WITHROW, FEB.'20</u>	02/25/2020	70.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/20		
Total 851801:						134.00	.00					
Total BRUCE L GILLOGY:						134.00	.00					
BUYWYZ LLC												
1795	BUYWYZ LLC	149903	9612	<u>2 EA NOTEBOOKS, CLERKS OFFICE, FEB.'20 - ADMIN</u>	02/14/2020	11.45	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/20		
1795	BUYWYZ LLC	149903	9612	<u>1 EA WALL CALENDAR, M.MEADE, FEB.'20</u>	02/14/2020	25.98	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	2/20		
1795	BUYWYZ LLC	149903	9612	<u>2 CASES TOILET PAPER, 1 EA SOAP REFILL, 1 CASE PAPER TOWELS, TREATMENT PLANT, FEB.'20 - WATER</u>	02/14/2020	90.76	.00	<u>20-6025 JANITORIAL</u>	0	2/20		
1795	BUYWYZ LLC	149903	9612	<u>2 CASES TOILET PAPER, 1 EA SOAP REFILL, 1 CASE PAPER TOWELS, TREATMENT PLANT, FEB.'20 - SEWER</u>	02/14/2020	90.76	.00	<u>21-6025 JANITORIAL</u>	0	2/20		

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1795	BUYWYZ LLC	149903	9612	<u>2 CASES TOILET PAPER, 1 EA SOAP REFILL, 1 CASE PAPER TOWELS, TREATMENT PLANT, FEB.'20 - P.I</u>	02/14/2020	34.58	.00	<u>25-6025 JANITORIAL</u>	0	2/20		
1795	BUYWYZ LLC	149903	9612	<u>6 EA WALL FRAMES FOR CERTIFICATES, TREATMENT PLANT, D.CROSSLEY, FEB.'20 - WATER</u>	02/14/2020	15.05	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/20		
1795	BUYWYZ LLC	149903	9612	<u>6 EA WALL FRAMES FOR CERTIFICATES, TREATMENT PLANT, D.CROSSLEY, FEB.'20 - SEWER</u>	02/14/2020	15.04	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/20		
1795	BUYWYZ LLC	149903	9612	<u>6 EA WALL FRAMES FOR CERTIFICATES, TREATMENT PLANT, D.CROSSLEY, FEB.'20 - P.I</u>	02/14/2020	5.73	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/20		
1795	BUYWYZ LLC	149903	9612	<u>1 EA DESK CALENDAR, D.WALTMAN, FEB.'20 - WATER</u>	02/14/2020	3.10	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/20		
1795	BUYWYZ LLC	149903	9612	<u>1 EA DESK CALENDAR, D.WALTMAN, FEB.'20 - SEWER</u>	02/14/2020	3.10	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/20		
1795	BUYWYZ LLC	149903	9612	<u>1 EA DESK CALENDAR, D.WALTMAN, FEB.'20 - P.I</u>	02/14/2020	.83	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/20		
1795	BUYWYZ LLC	149903	9612	<u>1 EA EASEL DOCUMENT HOLDER, CITY HALL, G.SMITH, FEB.'20 - ADMIN</u>	02/14/2020	3.29	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/20		
1795	BUYWYZ LLC	149903	9612	<u>2 EA NOTEBOOKS, CLERKS OFFICE, FEB.'20 - WATER</u>	02/14/2020	.24	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/20		
1795	BUYWYZ LLC	149903	9612	<u>2 EA NOTEBOOKS, CLERKS OFFICE, FEB.'20 - SEWER</u>	02/14/2020	.24	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/20		
1795	BUYWYZ LLC	149903	9612	<u>2 EA NOTEBOOKS, CLERKS OFFICE, FEB.'20 - P.I</u>	02/14/2020	.12	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/20		
1795	BUYWYZ LLC	149903	9612	<u>1 EA DESK CALENDAR, D.WALTMAN, FEB.'20 - P&Z</u>	02/14/2020	2.35	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	2/20		
1795	BUYWYZ LLC	149903	9612	<u>1 EA EASEL DOCUMENT HOLDER, CITY HALL, G.SMITH, FEB.'20 - WATER</u>	02/14/2020	4.34	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/20		

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
				2/7/2020-3/6/2020 - SEWER	02/07/2020	12.83	12.83	21-6255 TELEPHONE EXPENSE	0	2/20	02/21/2020	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 2/7/2020-3/6/2020 - P.I.	02/07/2020	4.94	4.94	25-6255 TELEPHONE EXPENSE	0	2/20	02/21/2020	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 2/7/2020-3/6/2020 - P&Z	02/07/2020	4.94	4.94	01-6255 TELEPHONE	1003	2/20	02/21/2020	
Total 2089229179548B02072020:						49.35	49.35					
Total CENTURYLINK:						49.35	49.35					
CHARLES R GNIECH												
2000	CHARLES R GNIECH	1059		TROUBLESHOOTING SYNTECH SOFTWARE AND REPLACING HOSE, FOR THE FUEL SYSTEM, T.SHAFFER, FEB.'20 - WATER	02/15/2020	118.57	.00	20-6300 FUEL	0	2/20		
2000	CHARLES R GNIECH	1059		TROUBLESHOOTING SYNTECH SOFTWARE AND REPLACING HOSE, FOR THE FUEL SYSTEM, T.SHAFFER, FEB.'20 - SEWER	02/15/2020	118.57	.00	21-6300 FUEL	0	2/20		
2000	CHARLES R GNIECH	1059		TROUBLESHOOTING SYNTECH SOFTWARE AND REPLACING HOSE, FOR THE FUEL SYSTEM, T.SHAFFER, FEB.'20 - P.I	02/15/2020	45.16	.00	25-6300 FUEL	0	2/20		
Total 1059:						282.30	.00					
Total CHARLES R GNIECH:						282.30	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	L210823	9588	1 EA SEAT RING, J.COX, FEB.'20	02/07/2020	388.83	.00	20-6150 M & R - SYSTEM	0	2/20		
Total L210823:						388.83	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
63	CORE & MAIN LP	L640871	9587	<u>HYDRANT REPLACEMENT PARTS, FEB.'20</u>	02/07/2020	390.41	.00	20-6150 M & R - SYSTEM	0	2/20		
63	CORE & MAIN LP	L640871	9587	<u>HYDRANT REPLACEMENT PARTS, FEB.'20</u>	02/07/2020	390.41	.00	21-6150 M & R - SYSTEM	0	2/20		
63	CORE & MAIN LP	L640871	9587	<u>HYDRANT REPLACEMENT PARTS, FEB.'20</u>	02/07/2020	148.73	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	2/20		
Total L640871:						929.55	.00					
63	CORE & MAIN LP	L848003	9588	<u>2 EA COUPLINGS, J.COX, FEB.'20</u>	02/07/2020	253.24	.00	20-6150 M & R - SYSTEM	0	2/20		
Total L848003:						253.24	.00					
63	CORE & MAIN LP	L850615	9588	<u>GASKETS, NUTS AND BOLTS, SPOOLS, VALVES TO REPAIR CEDAR WELL, FEB.'20</u>	02/07/2020	4,647.62	.00	20-6150 M & R - SYSTEM	0	2/20		
Total L850615:						4,647.62	.00					
63	CORE & MAIN LP	L932414	9625	<u>CRIMSON POINT IRRIGATION TAP AND VALVES, FEB.'20</u>	02/17/2020	704.78	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	2/20		
63	CORE & MAIN LP	L932414	9625	<u>ASHTON ESTATES TAP AND VALVES, FEB.'20</u>	02/17/2020	687.90	.00	50-6045 CONTINGENCY	1189	2/20		
Total L932414:						1,392.68	.00					
Total CORE & MAIN LP:						7,611.92	.00					
D & B SUPPLY												
75	D & B SUPPLY	12155	9649	<u>THRUST PLATE FOR WEDEATER, M. MEADE, FEB.'20</u>	02/20/2020	23.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	2/20		

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Total 12155:						23.99	.00					
75	D & B SUPPLY	12156	9649	<u>2 EA PROPANE ACE REFILL EXCHANGE, M. MEADE, FEB. '20</u>	02/20/2020	37.98	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/20		
Total 12156:						37.98	.00					
75	D & B SUPPLY	26694	9644	<u>20 V GREASE GUN BARE, M. MEADE, FEB. '20</u>	02/20/2020	149.99	.00	<u>01-6175 SMALL TOOLS</u>	1004	2/20		
75	D & B SUPPLY	26694	9644	<u>2 ROLLS OF DUCT TAPE, 200 MM LIMIT STOP KIT, M. MEADE, FEB. '20</u>	02/20/2020	41.97	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/20		
Total 26694:						191.96	.00					
75	D & B SUPPLY	26717		<u>2" RAIN CAP, J.WEBB, FEB.'20</u>	02/20/2020	5.99	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	2/20		
75	D & B SUPPLY	26717		<u>1 EA SAW KIT, J.WEBB, FEB.'20</u>	02/20/2020	119.99	.00	<u>20-6175 SMALL TOOLS</u>	0	2/20		
75	D & B SUPPLY	26717		<u>1 EA SAW KIT, J.WEBB, FEB.'20</u>	02/20/2020	30.00	.00	<u>25-6175 SMALL TOOLS</u>	0	2/20		
Total 26717:						155.98	.00					
75	D & B SUPPLY	26718	9646	<u>4 EA GREY PATIO BLOCKS, FOR ASHTON ESTATES PARK VALVE BOXES, M. MEADE, FEB. '20</u>	02/20/2020	5.16	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/20		
Total 26718:						5.16	.00					
75	D & B SUPPLY	26727		<u>1 EA 2" RAIN CAP RETURNED, WRONG SIZE, J.WEBB, FEB.'20</u>	02/20/2020	-5.99	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	2/20		

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75	D & B SUPPLY	26727		<u>1 EA 3" RAIN CAP, J.WEBB, FEB.'20</u>	02/20/2020	6.99	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	2/20		
Total 26727:						1.00	.00					
Total D & B SUPPLY:						416.07	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0735571	9541	<u>1 EA 12X3'0" FXF SPL W/1/2 TAP 12" F/END, 1 EA 12X8'0" FXF SPL W/1/2 TAP 12 FE. PARTS FOR WEST WELL, T. FLEMING, FEB. '20</u>	02/04/2020	2,512.69	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1157	2/20		
Total 0735571:						2,512.69	.00					
219	FERGUSON ENTERPRISES INC	0735919	9552	<u>8 EA GASKETS, SAW WHEEL, FOR WEST WELL REHAB, T. FLEMING, JAN. '20</u>	02/05/2020	88.61	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1157	2/20		
Total 0735919:						88.61	.00					
219	FERGUSON ENTERPRISES INC	0736085-1		<u>4 EA 12" ADJUSTABLE PIPE SUPPORT, FREIGHT, FOR WEST WELL REHAB, T. FLEMING, FEB. '20</u>	02/05/2020	525.50	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1157	2/20		
Total 0736085-1:						525.50	.00					
219	FERGUSON ENTERPRISES INC	0736390	9579	<u>2 EA 12X2 SADDLES, 2 EA 2X1 IN BRASS BUSHING, HOLE SAW, 2 EA 1X2 IN BRASS NIPPLE, 2 EA 1" BRASS BALL VALVES, ADJUSTABLE HYDRANT WRENCH, T. FLEMING, FEB. '20</u>	02/05/2020	452.05	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1157	2/20		
Total 0736390:						452.05	.00					

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				SEWER	02/19/2020	13.40	.00	21-6150 M & R - SYSTEM	0	2/20		
110	FIRE EXTINGUISHER CO., INC	59184		1 EA O-RING AND 10 EXTINGUISHERS RECHARGED, T.SHAFFER, FLEET, FEB.'20 - P.]	02/19/2020	6.70	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	2/20		
Total 59184:						67.00	.00					
110	FIRE EXTINGUISHER CO., INC	59185		21 FIRE EXTINGUISHERS SERVICES, 3 O-RINGS, 2 PULL PINS, 6 NEW FIRE EXTINGUISHERS, PARKS DEPARTMENT, FEB. '20	02/19/2020	497.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	2/20		
Total 59185:						497.00	.00					
110	FIRE EXTINGUISHER CO., INC	59186		1 O-RING, 2 PULL PINS, 5 EA NEW FIRE EXTINGUISHERS, T.SHAFFER, FEB.'20	02/19/2020	386.00	.00	21-6150 M & R - SYSTEM	0	2/20		
Total 59186:						386.00	.00					
110	FIRE EXTINGUISHER CO., INC	59187		5 EA NEW FIRE EXTINGUISHERS, 1 VALVE STEM REPLACEMENT, 1 O- RING, FEB.'20	02/19/2020	566.00	.00	21-6150 M & R - SYSTEM	0	2/20		
Total 59187:						566.00	.00					
Total FIRE EXTINGUISHER CO., INC:						1,750.00	.00					
FIRE SENTRY SYSTEMS INC												
2023	FIRE SENTRY SYSTEMS INC	20-106		AFTER HOURS SERVICE CALL FOR FALSE FIRE ALARM AT CITY HALL, 1/26/20 - ADMIN	02/11/2020	205.20	.00	01-6140 MAINT. & REPAIR BUILDING	0	2/20		
2023	FIRE SENTRY SYSTEMS INC	20-106		AFTER HOURS SERVICE CALL FOR FALSE FIRE ALARM AT CITY HALL, 1/26/20 - WATER	02/11/2020	140.40	.00	20-6140 MAINT. & REPAIR BUILDING	0	2/20		

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2023	FIRE SENTRY SYSTEMS INC	20-106		<u>AFTER HOURS SERVICE CALL FOR FALSE FIRE ALARM AT CITY HALL, 1/26/20 - SEWER</u>	02/11/2020	140.40	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/20		
2023	FIRE SENTRY SYSTEMS INC	20-106		<u>AFTER HOURS SERVICE CALL FOR FALSE FIRE ALARM AT CITY HALL, 1/26/20 - PJ</u>	02/11/2020	54.00	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	2/20		
Total 20-106:						540.00	.00					
Total FIRE SENTRY SYSTEMS INC:						540.00	.00					
GLOBAL EQUIPMENT COMPANY INC												
1963	GLOBAL EQUIPMENT COMPANY INC	115511030	9573	<u>2 BABY CHANGING STATIONS FOR GREENBELT PARKS BATHROOM, J LORENTZ, JAN '20</u>	02/04/2020	258.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/20		
Total 115511030:						258.00	.00					
Total GLOBAL EQUIPMENT COMPANY INC:						258.00	.00					
HYDRO PRODUCTS CORP												
2016	HYDRO PRODUCTS CORP	5862	9429	<u>VANGUARD PATHOGEN DEFENSE SYSTEM WITH CLEANING COLLAR, SANI-SOLUTION (LEMON SCENT) 55 GAL DRUM, SHIPPING AND HANDLING, T.SHAFFER, DEC.'19</u>	01/03/2020	8,835.00	8,835.00	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	1214	2/20	02/14/2020	
Total 5862:						8,835.00	8,835.00					
Total HYDRO PRODUCTS CORP:						8,835.00	8,835.00					
IDAHO ECONOMIC DEVELOPMENT ASSOC INC												
1910	IDAHO ECONOMIC DEVELOPMENT ASSOC INC	1341		<u>2020 IEDA MEMBERSHIP, L.HOLLAND, FEB.'20</u>	02/18/2020	250.00	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	4000	2/20		
Total 1341:						250.00	.00					

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Total IDAHO ECONOMIC DEVELOPMENT ASSOC INC:						250.00	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	02242020IP		<u>ELECTRIC SERVICE FOR JAN. '20 - STREET LIGHTS</u>	02/24/2020	1,273.94	.00	<u>01-6290 UTILITIES</u>	1002	2/20		
38	IDAHO POWER CO	02242020IP		<u>ELECTRIC SERVICE FOR FEB. '20 - ADMIN</u>	02/24/2020	427.91	.00	<u>01-6290 UTILITIES</u>	0	2/20		
38	IDAHO POWER CO	02242020IP		<u>ELECTRIC SERVICE FOR FEB. '20 - SENIOR CENTER</u>	02/24/2020	264.86	.00	<u>01-6290 UTILITIES</u>	1001	2/20		
38	IDAHO POWER CO	02242020IP		<u>ELECTRIC SERVICE FOR FEB. '20 - STREET LIGHTS</u>	02/24/2020	5,653.68	.00	<u>01-6290 UTILITIES</u>	1002	2/20		
38	IDAHO POWER CO	02242020IP		<u>ELECTRIC SERVICE FOR FEB. '20 - PARKS</u>	02/24/2020	1,119.09	.00	<u>01-6290 UTILITIES</u>	1004	2/20		
38	IDAHO POWER CO	02242020IP		<u>ELECTRIC SERVICE FOR FEB. '20 - WATER</u>	02/24/2020	6,875.12	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	2/20		
38	IDAHO POWER CO	02242020IP		<u>ELECTRIC SERVICE FOR FEB. '20 - SEWER</u>	02/24/2020	20,813.63	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	2/20		
38	IDAHO POWER CO	02242020IP		<u>ELECTRIC SERVICE FOR FEB. '20 - FARM</u>	02/24/2020	264.60	.00	<u>21-6090 FARM EXPENDITURES</u>	0	2/20		
38	IDAHO POWER CO	02242020IP		<u>ELECTRIC SERVICE FOR FEB. '20 - IRRIGATION</u>	02/24/2020	559.68	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	2/20		
Total 02242020IP:						37,252.51	.00					
Total IDAHO POWER CO:						37,252.51	.00					
IDAHO TRACTOR INC												
34	IDAHO TRACTOR INC	PI18862	9603	<u>FUEL FILTER FOR JACOBSEN MOWER, PARKS, B. GILLOGLY, FEB. '20</u>	02/10/2020	35.88	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/20		
Total PI18862:						35.88	.00					
Total IDAHO TRACTOR INC:						35.88	.00					

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J & M SANITATION, INC.												
230	J & M SANITATION, INC.	02072020-021		<u>SANITATION RECEIPT TRANSFER, 02/07/2020- 02/13/2020</u>	02/14/2020	71,188.09	71,188.09	26-7000 SOLID WASTE SERVICE FEES	0	2/20	02/14/2020	
230	J & M SANITATION, INC.	02072020-021		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 02/07/2020-02/13/2020</u>	02/14/2020	-7,033.38	-7,033.38	01-4170 FRANCHISE FEES	0	2/20	02/14/2020	
Total 02072020-02132020:						64,154.71	64,154.71					
230	J & M SANITATION, INC.	02142020-022		<u>SANITATION RECEIPT TRANSFER, 02/14/2020- 02/20/2020</u>	02/21/2020	62,231.37	62,231.37	26-7000 SOLID WASTE SERVICE FEES	0	2/20	02/21/2020	
230	J & M SANITATION, INC.	02142020-022		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 02/14/2020-02/20/2020</u>	02/21/2020	-6,148.46	-6,148.46	01-4170 FRANCHISE FEES	0	2/20	02/21/2020	
Total 02142020-02202020:						56,082.91	56,082.91					
230	J & M SANITATION, INC.	02212020-022		<u>SANITATION RECEIPT TRANSFER, 02/21-26/20</u>	02/27/2020	13,488.27	13,488.27	26-7000 SOLID WASTE SERVICE FEES	0	2/20	02/27/2020	
230	J & M SANITATION, INC.	02212020-022		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 02/21-26/20</u>	02/27/2020	-1,332.64	-1,332.64	01-4170 FRANCHISE FEES	0	2/20	02/27/2020	
Total 02212020-02262020:						12,155.63	12,155.63					
230	J & M SANITATION, INC.	9000-0204202		<u>SLUDGE REPORT JANUARY PICKUPS, 11 PICKUPS - 1/3, 1/8, 1/10, 1/13, 1/14, 1/17, 1/20, 1/24, 1/27, 1/29, & 1/31</u>	02/04/2020	3,960.00	.00	21-6153 M & R - SLUDGE DISPOSAL	0	2/20		
230	J & M SANITATION, INC.	9000-0204202		<u>SLUDGE REPORT REMAINING DECEMBER PICKUP, 1 PICKUP - 12/31</u>	02/04/2020	360.00	.00	21-6153 M & R - SLUDGE DISPOSAL	0	2/20		
230	J & M SANITATION, INC.	9000-0204202		<u>SLUDGE REPORT, FEBRUARY PICKUPS, 2/3,5,7,10</u>	02/04/2020	1,440.00	.00	21-6153 M & R - SLUDGE DISPOSAL	0	2/20		

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 9000-02042020:						5,760.00	.00					
230	J & M SANITATION, INC.	9036-0204202		<u>DECEMBER 2019 25 YD CONT RENT - PARKS</u>	02/04/2020	15.00	.00	01-6212 RENT-EQUIPMENT	1004	2/20		
230	J & M SANITATION, INC.	9036-0204202		<u>DECEMBER 2019 25 YD CONT RENT - WATER</u>	02/04/2020	6.00	.00	20-6212 RENT - EQUIPMENT	0	2/20		
230	J & M SANITATION, INC.	9036-0204202		<u>DECEMBER 2019 25 YD CONT RENT - SEWER</u>	02/04/2020	6.00	.00	21-6212 RENT-EQUIPMENT	0	2/20		
230	J & M SANITATION, INC.	9036-0204202		<u>DECEMBER 2019 25 YD CONT RENT - P.I.</u>	02/04/2020	3.00	.00	25-6212 RENT - EQUIPMENT	0	2/20		
230	J & M SANITATION, INC.	9036-0204202		<u>DUMP CHARGE - 1/10/20 - PARKS</u>	02/04/2020	225.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	2/20		
230	J & M SANITATION, INC.	9036-0204202		<u>DUMP CHARGE - 1/10/20 - WATER</u>	02/04/2020	90.00	.00	20-6150 M & R - SYSTEM	0	2/20		
230	J & M SANITATION, INC.	9036-0204202		<u>DUMP CHARGE - 1/10/20 - SEWER</u>	02/04/2020	90.00	.00	21-6150 M & R - SYSTEM	0	2/20		
230	J & M SANITATION, INC.	9036-0204202		<u>DUMP CHARGE - 1/10/20 - P.I.</u>	02/04/2020	45.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	2/20		
Total 9036-02042020:						480.00	.00					
Total J & M SANITATION, INC.:						138,633.25	132,393.25					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	3336160		<u>BANK FEES, JAN. '20 - ADMIN</u>	02/01/2020	43.61	.00	01-6505 BANK FEES	0	2/20		
1328	JACK HENRY & ASSOCIATES, INC.	3336160		<u>BANK FEES, JAN. '20 - WATER</u>	02/01/2020	29.83	.00	20-6505 BANK FEES	0	2/20		
1328	JACK HENRY & ASSOCIATES, INC.	3336160		<u>BANK FEES, JAN. '20 - SEWER</u>	02/01/2020	29.83	.00	21-6505 BANK FEES	0	2/20		
1328	JACK HENRY & ASSOCIATES, INC.	3336160		<u>BANK FEES, JAN. '20 - P.I.</u>	02/01/2020	11.47	.00	25-6505 BANK FEES	0	2/20		

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Total 3336160:						114.74	.00					
Total JACK HENRY & ASSOCIATES, INC.:						114.74	.00					
JIM RUSSELL EXCAVATION, INC.												
1047	JIM RUSSELL EXCAVATION, INC.	2003-1		<u>SUTTERS MILL POND UPGRADE, MOBILIZATION, PUMPING, MUCK REMOVAL, ISLAND & PENNINSULA REMOVAL, TREE REMOVAL, PIT RUN ROAD, PUBLIC WORKS, FEB. '20</u>	02/21/2020	59,700.00	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	1215	2/20		
Total 2003-1:						59,700.00	.00					
Total JIM RUSSELL EXCAVATION, INC.:						59,700.00	.00					
KUNA LION'S CLUB												
692	KUNA LION'S CLUB	02212020KLC		<u>DONATION FOR EASTER EGG HUNT, 2020</u>	02/21/2020	2,000.00	2,000.00	<u>01-6070 DONATIONS EXPENSE</u>	0	2/20	02/27/2020	
Total 02212020KLC:						2,000.00	2,000.00					
Total KUNA LION'S CLUB:						2,000.00	2,000.00					
KUNA LUMBER												
499	KUNA LUMBER	B134873		<u>CREDIT FROM TAX CHARGE ON INVOICE #: B133726. JAN. '20 - ADMIN</u>	01/13/2020	-.36	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	2/20		
499	KUNA LUMBER	B134873		<u>CREDIT FROM TAX CHARGE ON INVOICE #: B133726. JAN. '20 - WATER</u>	01/13/2020	-.15	.00	<u>20-6150 M & R - SYSTEM</u>	0	2/20		
499	KUNA LUMBER	B134873		<u>CREDIT FROM TAX CHARGE ON INVOICE #: B133726. JAN. '20 - SEWER</u>	01/13/2020	-.15	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/20		
499	KUNA LUMBER	B134873		<u>CREDIT FROM TAX CHARGE ON INVOICE #: B133726. JAN. '20 - P.I.</u>	01/13/2020	-.07	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	2/20		

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Total B134873:						-.73	.00					
499	KUNA LUMBER	B135749	9604	<u>5 EA GRIT TAPE, FOR A LADDER AT CRIMSON LIFT STATION, R. WARWICK, FEB. '20</u>	02/10/2020	8.25	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/20		
Total B135749:						8.25	.00					
499	KUNA LUMBER	B135813	9611	<u>GALLON OF STAIN, 5" 80G SANDING DISC, 2EA 8PK #00 STEEL WOOL, 1X3-1/2 GALVENIZED NIPPLE, 3/4" GARDEN VALVE, D. ABBOT, FEB. '20</u>	02/12/2020	79.77	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/20		
Total B135813:						79.77	.00					
499	KUNA LUMBER	B135875	9618	<u>1 TUBE SLAB CONCRETE FOR CONCRETE CRACKS, M NADEAU, FEB.'20,</u>	02/13/2020	8.09	.00	<u>21-6175 SMALL TOOLS</u>	0	2/20		
Total B135875:						8.09	.00					
499	KUNA LUMBER	B135899	9620	<u>2" PAINT BRUSH, 1 PKG 2PC 9" PAINT ROLLER, WHITE SPRAY PAINT, 2 EA BLUE SPRAY PAINT, 4 EA DOOR KEYS, PARKS BATHROOMS, S.JONES, FEB. '20</u>	02/14/2020	27.82	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/20		
Total B135899:						27.82	.00					
499	KUNA LUMBER	B135900		<u>CAN OF STARTING FLUID FOR EQUIPMENT AT SHOP, S. JONES, FEB. '20</u>	02/14/2020	4.31	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/20		
Total B135900:						4.31	.00					

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499	KUNA LUMBER	B135922	9626	<u>2 EA WHITE MARKING PAINT, ASHTON PARKS, J.MORFIN, FEB.'20</u>	02/14/2020	11.68	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/20		
Total B135922:						11.68	.00					
499	KUNA LUMBER	B136035	9635	<u>2 EA WHITE SPRAY PAINT, 3 EA OCEAN BLUE SPRAY PAINT, FOR BENCHES AT SENIOR CENTER, S. JONES, FEB. '20</u>	02/19/2020	17.95	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/20		
Total B136035:						17.95	.00					
499	KUNA LUMBER	B136131	9656	<u>CONCRETE FOR POSTS, M.MEADE, FEB.'20</u>	02/21/2020	14.40	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/20		
Total B136131:						14.40	.00					
Total KUNA LUMBER:						171.54	.00					
KUNA MACHINE LLC												
1775	KUNA MACHINE LLC	1307	9589	<u>BUILDING A LADDER FOR SEWER DEPT. CP LIFT STATION, S.HOWELL, FEB. '20</u>	12/20/2019	514.53	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/20		
Total 1307:						514.53	.00					
1775	KUNA MACHINE LLC	2421	9652	<u>MANHOLE LID HOOKS, B. GILLOGLY, SEWER, FEB. '20</u>	02/21/2020	23.50	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/20		
Total 2421:						23.50	.00					
Total KUNA MACHINE LLC:						538.03	.00					
KUNA SENIOR CENTER												
638	KUNA SENIOR CENTER	2/12/20		<u>SENIOR LIGHT BUS TOURS, KUNA ARTS COMMISSION, 12/19/2019</u>	02/12/2020	60.00	.00	<u>01-6070 DONATIONS EXPENSE</u>	0	2/20		

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
				INSTRUCTIONS, REINSTALL AND HOOKUP, FOR FARM WELL OFF SWANFALLS 250 HP MOTOR DWT, T. FLEMING, FEB. '20	02/10/2020	900.00	.00	21-6020 CAPITAL IMPROVEMENTS	1157	2/20		
Total 17805:						900.00	.00					
Total LAYNE OF IDAHO, INC.:						900.00	.00					
LOCAHAN LLC												
1619	LOCAHAN LLC	AR822523		MODEL #: MPC307SPF, SERIAL #: C509P900318, CONTRACT OVERAGE CHARGE FOR THE 1/1/2020-1/31/2020 OVERAGE PERIOD (\$114.55), JAN. '20 - ADMIN	02/19/2020	108.82	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	2/20		
1619	LOCAHAN LLC	AR822523		MODEL #: MPC307SPF, SERIAL #: C509P900318, CONTRACT OVERAGE CHARGE FOR THE 1/1/2020-1/31/2020 OVERAGE PERIOD (\$114.55), JAN. '20 - WATER	02/19/2020	2.29	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/20		
1619	LOCAHAN LLC	AR822523		MODEL #: MPC307SPF, SERIAL #: C509P900318, CONTRACT OVERAGE CHARGE FOR THE 1/1/2020-1/31/2020 OVERAGE PERIOD (\$114.55), JAN. '20 - SEWER	02/19/2020	2.29	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/20		
1619	LOCAHAN LLC	AR822523		MODEL #: MPC307SPF, SERIAL #: C509P900318, CONTRACT OVERAGE CHARGE FOR THE 1/1/2020-1/31/2020 OVERAGE PERIOD (\$114.55), JAN. '20 - P.I.	02/19/2020	1.15	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/20		
1619	LOCAHAN LLC	AR822523		MODEL #: MPC307SPF, SERIAL #: C509P900318, CONTRACT LEASE CHARGE, FEB. '20	02/19/2020	47.49	.00	01-6212 RENT - EQUIPMENT	0	2/20		
Total AR822523:						162.04	.00					
Total LOCAHAN LLC:						162.04	.00					

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METROQUIP, INC.												
196	METROQUIP, INC.	P02803	9628	<u>2 EA 2" BALL VALVES, 3/4" BALL VALVE, FOR VAC TRUCK, M.NADEAU, FEB.'20</u>	02/18/2020	283.78	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	2/20		
Total P02803:						283.78	.00					
196	METROQUIP, INC.	P02879	9628	<u>BREATHER VENT BALL VALVES, M.NADEAU, FEB.'20</u>	02/24/2020	52.47	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	2/20		
Total P02879:						52.47	.00					
Total METROQUIP, INC.:						336.25	.00					
PARTS, INC.												
470	PARTS, INC.	206448	9574	<u>AIR & FUEL FILTERS, LIP SEAL FOR TORO MOWER, B. GILLOGLY, FEB. '20</u>	02/04/2020	73.35	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/20		
Total 206448:						73.35	.00					
470	PARTS, INC.	206685	9597	<u>TRAILER OUTLET FOR NEW WATER F-350, S. HOWELL, FEB. '20 - WATER</u>	02/07/2020	23.99	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/20		
470	PARTS, INC.	206685	9597	<u>TRAILER OUTLET FOR NEW WATER F-350, S. HOWELL, FEB. '20 - P.I</u>	02/07/2020	6.00	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	2/20		
Total 206685:						29.99	.00					
470	PARTS, INC.	206845	9608	<u>SOCKET SET FOR FLEET SHOP, S. HOWELL, FEB. '20 - ADMIN</u>	02/11/2020	11.99	.00	<u>01-6175 SMALL TOOLS</u>	0	2/20		
470	PARTS, INC.	206845	9608	<u>SOCKET SET FOR FLEET SHOP, S. HOWELL, FEB. '20 - WATER</u>	02/11/2020	4.80	.00	<u>20-6175 SMALL TOOLS</u>	0	2/20		

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470	PARTS, INC.	206845	9608	SOCKET SET FOR FLEET SHOP, S. HOWELL, FEB. '20 - SEWER	02/11/2020	4.80	.00	21-6175 SMALL TOOLS	0	2/20		
470	PARTS, INC.	206845	9608	SOCKET SET FOR FLEET SHOP, S. HOWELL, FEB. '20 - P.]	02/11/2020	2.40	.00	25-6175 SMALL TOOLS	0	2/20		
Total 206845:						23.99	.00					
470	PARTS, INC.	206884	9610	AIR FILTER FOR SEWER TRUCK, FEB.'20	02/11/2020	20.18	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	2/20		
Total 206884:						20.18	.00					
470	PARTS, INC.	207040	9617	REPLACEMENT PUMP FOR PARTS WASHER, SEWER, M. NADEAU, FEB. '20	02/13/2020	58.60	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/20		
Total 207040:						58.60	.00					
470	PARTS, INC.	207433	9641	5 EACH, 2 CYCLE OIL, FUEL MIX FOR EQUIPMENT, M. MEADE, FEB. '20	02/20/2020	9.95	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	2/20		
Total 207433:						9.95	.00					
470	PARTS, INC.	207444	9645	2 EA SPARK PLUGS FOR HONDA GEN. C.DEYOUNG, FEB.'20	02/20/2020	6.98	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	2/20		
Total 207444:						6.98	.00					
470	PARTS, INC.	207508	9655	BLOWER MOTOR RESISTOR, FOR TRUCK#25, S. HOWELL, FEB. '20 - WATER	02/21/2020	21.99	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	2/20		
470	PARTS, INC.	207508	9655	BLOWER MOTOR RESISTOR, FOR TRUCK #25, S. HOWELL, FEB. '20 - P.]	02/21/2020	5.50	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	2/20		

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 207508:						27.49	.00					
470	PARTS, INC.	207523	9657	<u>BLOWER MOTOR FOR TRUCK #25. S. HOWELL, FEB. '20 - WATER</u>	02/21/2020	106.05	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	2/20		
470	PARTS, INC.	207523	9657	<u>BLOWER MOTOR FOR TRUCK #25. S. HOWELL, FEB. '20 - P.I</u>	02/21/2020	26.52	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	2/20		
Total 207523:						132.57	.00					
470	PARTS, INC.	207540	9658	<u>JB WELDS PLASTIC. CITY HALL CAR. B. GILLOGLY, FEB. '20 - ADMIN</u>	02/21/2020	3.84	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	2/20		
470	PARTS, INC.	207540	9658	<u>JB WELDS PLASTIC. CITY HALL CAR. B. GILLOGLY, FEB. '20 - WATER</u>	02/21/2020	1.54	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	2/20		
470	PARTS, INC.	207540	9658	<u>JB WELDS PLASTIC. CITY HALL CAR. B. GILLOGLY, FEB. '20 - SEWER</u>	02/21/2020	1.54	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	2/20		
470	PARTS, INC.	207540	9658	<u>JB WELDS PLASTIC. CITY HALL CAR. B. GILLOGLY, FEB. '20 - P.I</u>	02/21/2020	.77	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	2/20		
Total 207540:						7.69	.00					
Total PARTS, INC.:						390.79	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	1012225		<u>ALARM MONITORING FOR THE TREATMENT PLANT. 3/1-5/31/20 - WATER</u>	03/01/2020	40.04	.00	20-6140 MAINT. & REPAIR BUILDING	0	2/20		
1021	PEAK ALARM COMPANY, INC	1012225		<u>ALARM MONITORING FOR THE TREATMENT PLANT. 3/1-5/31/20 - SEWER</u>	03/01/2020	40.04	.00	21-6140 MAINT & REPAIR BUILDING	0	2/20		
1021	PEAK ALARM COMPANY, INC	1012225		<u>ALARM MONITORING FOR THE TREATMENT PLANT. 3/1-5/31/20 - P.I</u>	03/01/2020	15.26	.00	25-6140 MAINT & REPAIR BUILDING	0	2/20		

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 1012225:						95.34	.00					
1021	PEAK ALARM COMPANY, INC	1012552		<u>ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, BUTLER, BEST BATH, EL CAJON, & CEDAR), 3/1-31/20 - WATER</u>	03/01/2020	215.01	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	2/20		
1021	PEAK ALARM COMPANY, INC	1012552		<u>ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, BUTLER, BEST BATH, EL CAJON, & CEDAR), 3/1-31/20 - P.I</u>	03/01/2020	53.75	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	2/20		
Total 1012552:						268.76	.00					
Total PEAK ALARM COMPANY, INC:						364.10	.00					
REXEL USA, INC.												
1613	REXEL USA, INC.	0C01330	9564	<u>1 LED BULB FOR BUILDING AND PHOTO SENSOR FOR LIGHTS, S.HOWELL, JAN.'20</u>	01/31/2020	50.09	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	2/20		
1613	REXEL USA, INC.	0C01330	9564	<u>2 REFLEX STRIPPERS FOR FLEET, JAN.'20 - ADMIN</u>	01/31/2020	22.77	.00	<u>01-6175 SMALL TOOLS</u>	0	2/20		
1613	REXEL USA, INC.	0C01330	9564	<u>2 REFLEX STRIPPERS FOR FLEET, JAN.'20 - WATER</u>	01/31/2020	9.11	.00	<u>20-6175 SMALL TOOLS</u>	0	2/20		
1613	REXEL USA, INC.	0C01330	9564	<u>2 REFLEX STRIPPERS FOR FLEET, JAN.'20 - SEWER</u>	01/31/2020	9.10	.00	<u>21-6175 SMALL TOOLS</u>	0	2/20		
1613	REXEL USA, INC.	0C01330	9564	<u>2 REFLEX STRIPPERS FOR FLEET, JAN.'20 - P.I</u>	01/31/2020	4.55	.00	<u>25-6175 SMALL TOOLS</u>	0	2/20		
Total 0C01330:						95.62	.00					
1613	REXEL USA, INC.	0C09707	9571	<u>CIRCUIT BREAKER FOR NEW HEATER AT LAGOONS, S. HOWELL, FEB. '20</u>	02/04/2020	39.33	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/20		

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Total 0C09707:						39.33	.00					
1613	REXEL USA, INC.	0C20792		<u>1 EA HEATER FOR BERNIE FISHER PARK RESTROOM, S.HOWELL, FEB.'20</u>	02/05/2020	606.18	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/20		
Total 0C20792:						606.18	.00					
1613	REXEL USA, INC.	0C69693	9607	<u>SCREWDRIVER KIT, T.SHAFFER, FEB.'20</u>	02/12/2020	30.65	.00	<u>21-6175 SMALL TOOLS</u>	0	2/20		
Total 0C69693:						30.65	.00					
Total REXEL USA, INC.:						771.78	.00					
ROCKY MOUNTAIN TURF & INDUSTRI												
478	ROCKY MOUNTAIN TURF & INDUSTRI	P09608	9666	<u>BATTERY FOR JACOBSEN MOWER, PARKS, S. HOWELL, FEB.'20</u>	02/24/2020	203.63	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/20		
Total P09608:						203.63	.00					
Total ROCKY MOUNTAIN TURF & INDUSTRI:						203.63	.00					
SIMPLOT PARTNERS												
491	SIMPLOT PARTNERS	216045708		<u>49 BAGS SNOW ICE MELT, FOR THE PARKS, FEB.'20</u>	02/18/2020	355.25	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/20		
Total 216045708:						355.25	.00					
Total SIMPLOT PARTNERS:						355.25	.00					
ST. LUKE'S HEALTH SYSTEM												
1441	ST. LUKE'S HEALTH SYSTEM	436557212		<u>NEW EMPLOYEE DRUG SCREEN, J.DURHAM, JAN.'20</u>	01/30/2020	40.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1004	2/20		

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				CANISTER SUGAR, TREATMENT PLANT, FEB.'20 - P.I	02/20/2020	26.48	.00	25-6165 OFFICE SUPPLIES	0	2/20		
Total 2160:06595637:						165.51	.00					
992	TREASURE VALLEY COFFEE	2160:06610499	9614	MEDICAL SUPPLIES, J.MORFIN, TREATMENT PLANT, FEB.'20 - WATER	02/19/2020	21.99	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	2/20		
992	TREASURE VALLEY COFFEE	2160:06610499	9614	MEDICAL SUPPLIES, J.MORFIN, TREATMENT PLANT, FEB.'20 - SEWER	02/19/2020	21.99	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	2/20		
992	TREASURE VALLEY COFFEE	2160:06610499	9614	MEDICAL SUPPLIES, J.MORFIN, TREATMENT PLANT, FEB.'20 - P.I	02/19/2020	8.37	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	2/20		
992	TREASURE VALLEY COFFEE	2160:06610499	9614	MEDICAL SUPPLIES, J.MORFIN, CITY HALL, FEB.'20	02/19/2020	47.25	.00	01-6165 OFFICE SUPPLIES	0	2/20		
992	TREASURE VALLEY COFFEE	2160:06610499	9614	MEDICAL SUPPLIES, J.MORFIN, SHOP AND PARKS OFFICE, FEB.'20	02/19/2020	76.25	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	2/20		
Total 2160:06610499:						175.85	.00					
992	TREASURE VALLEY COFFEE	21606583113	9623	6 EA 5-GALLON WATER BOTTLES, 2 SLEEVES OF CUPS, CITY HALL, FEB.'20	02/14/2020	43.70	.00	01-6165 OFFICE SUPPLIES	0	2/20		
Total 21606583113:						43.70	.00					
Total TREASURE VALLEY COFFEE:						396.46	.00					
U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)												
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	407424563		COPIER CONTRACT #500- 0519539-000, MODEL #MPC4504EX, SERIAL #C737M540938 & C737M540155, CITY HALL COPIERS, FEB.'20	02/14/2020	412.85	.00	01-6212 RENT- EQUIPMENT	0	2/20		

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 407424563:						412.85	.00					
Total U.S. BANK NATIONAL ASSOC (EQUIP FINANCE):						412.85	.00					
USA BLUE BOOK												
265	USA BLUE BOOK	139104	9594	5EA AVOCADO FLOAT SWITCHES, T.SHAFFER, FEB.'20	02/07/2020	353.93	.00	21-6150 M & R - SYSTEM	0	2/20		
265	USA BLUE BOOK	139104	9594	1 EA BUFFER PACK, 2 EA ELECTRODES, T.SHAFFER, FEB.'20	02/07/2020	593.63	.00	21-6152 M & R - LABORATORY COSTS	0	2/20		
265	USA BLUE BOOK	139104	9594	12 PAIR SAFETY GLASSES, 1 BOX DUST MASKS, 6 CONTAINERS WIPES, T.SHAFFER, FEB.'20	02/07/2020	180.48	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	2/20		
265	USA BLUE BOOK	139104	9594	1 EA WET/DRY VACUUM, T.SHAFFER, FEB.'20	02/07/2020	142.25	.00	21-6175 SMALL TOOLS	0	2/20		
Total 139104:						1,270.29	.00					
265	USA BLUE BOOK	139160	9594	6 CONTAINERS WIPES, T.SHAFFER, FEB.'20	02/07/2020	85.44	.00	21-6150 M & R - SYSTEM	0	2/20		
265	USA BLUE BOOK	139160		1 EA VACUUM FILTER, T.SHAFFER, FEB.'20	02/07/2020	21.95	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/20		
Total 139160:						107.39	.00					
265	USA BLUE BOOK	144883		6 EA AVOCADO FLOAT SWITCHES, T.SHAFFER, FEB.'20	02/13/2020	425.42	.00	21-6150 M & R - SYSTEM	0	2/20		
Total 144883:						425.42	.00					
Total USA BLUE BOOK:						1,803.10	.00					

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UTILITY REFUND #9												
2004	UTILITY REFUND #9	173245.02		<u>JUSTIN P ZIMMERMAN, 442 S ROCKER AVE, UTILITY REFUND</u>	02/21/2020	64.46	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	173245.02		<u>JUSTIN P ZIMMERMAN, 442 S ROCKER AVE, UTILITY REFUND</u>	02/21/2020	71.44	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	173245.02		<u>JUSTIN P ZIMMERMAN, 442 S ROCKER AVE, UTILITY REFUND</u>	02/21/2020	60.64	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	173245.02		<u>JUSTIN P ZIMMERMAN, 442 S ROCKER AVE, UTILITY REFUND</u>	02/21/2020	4.38	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	2/20		
Total 173245.02:						200.92	.00					
2004	UTILITY REFUND #9	185014.00		<u>BILTMORE COMPANY, 550 W DEER FLAT RD - ORIGINAL, UTILITY REFUND</u>	02/18/2020	46.66	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
Total 185014.00:						46.66	.00					
2004	UTILITY REFUND #9	190035.00		<u>NATHAN J MOLTER, 1615 N DEERHORN AVE, UTILITY REFUND</u>	02/14/2020	24.22	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	190035.00		<u>NATHAN J MOLTER, 1615 N DEERHORN AVE, UTILITY REFUND</u>	02/14/2020	26.45	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	190035.00		<u>NATHAN J MOLTER, 1615 N DEERHORN AVE, UTILITY REFUND</u>	02/14/2020	25.09	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/20		
Total 190035.00:						75.76	.00					
2004	UTILITY REFUND #9	205015.03		<u>JEFFREY WAGNER, 2697 N ROCK CLIFFS AVE, UTILITY REFUND</u>	02/21/2020	61.97	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	205015.03		<u>JEFFREY WAGNER, 2697 N ROCK CLIFFS AVE, UTILITY REFUND</u>	02/21/2020	65.91	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		

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2004	UTILITY REFUND #9	205015.03		<u>JEFFREY WAGNER, 2697 N ROCK CLIFFS AVE. UTILITY REFUND</u>	02/21/2020	56.27	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	205015.03		<u>JEFFREY WAGNER, 2697 N ROCK CLIFFS AVE. UTILITY REFUND</u>	02/21/2020	4.93	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	2/20		
Total 205015.03:						189.08	.00					
2004	UTILITY REFUND #9	21042.01		<u>TIMOTHY GORDON, 763 W AVALON ST. UTILITY REFUND</u>	02/21/2020	84.04	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	21042.01		<u>TIMOTHY GORDON, 763 W AVALON ST. UTILITY REFUND</u>	02/21/2020	34.24	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	21042.01		<u>TIMOTHY GORDON, 763 W AVALON ST. UTILITY REFUND</u>	02/21/2020	1.38	.00	<u>25-4177 GRAVITY IRRIGATION USER FEES</u>	0	2/20		
Total 21042.01:						119.66	.00					
2004	UTILITY REFUND #9	221045.05		<u>DANIELLE KRALL, 756 E GREAT BEAR ST. UTILITY REFUND</u>	02/18/2020	148.16	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	221045.05		<u>DANIELLE KRALL, 756 E GREAT BEAR ST. UTILITY REFUND</u>	02/18/2020	108.01	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	221045.05		<u>DANIELLE KRALL, 756 E GREAT BEAR ST. UTILITY REFUND</u>	02/18/2020	63.94	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	221045.05		<u>DANIELLE KRALL, 756 E GREAT BEAR ST. UTILITY REFUND</u>	02/18/2020	8.40	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	2/20		
Total 221045.05:						328.51	.00					
2004	UTILITY REFUND #9	240610.01		<u>JAMIE GARRETT, 739 N SILTSTONE AVE. UTILITY REFUND</u>	02/18/2020	20.35	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		

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2004	UTILITY REFUND #9	240610.01		<u>JAMIE GARRETT, 739 N SILTSTONE AVE. UTILITY REFUND</u>	02/18/2020	27.99	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	240610.01		<u>JAMIE GARRETT, 739 N SILTSTONE AVE. UTILITY REFUND</u>	02/18/2020	29.25	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	240610.01		<u>JAMIE GARRETT, 739 N SILTSTONE AVE. UTILITY REFUND</u>	02/18/2020	11.78	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	2/20		
Total 240610.01:						89.37	.00					
2004	UTILITY REFUND #9	240925.03		<u>KENNITH MALY, 373 N WINDING TRAIL AVE. UTILITY REFUND</u>	02/21/2020	64.29	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	240925.03		<u>KENNITH MALY, 373 N WINDING TRAIL AVE. UTILITY REFUND</u>	02/21/2020	72.36	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	240925.03		<u>KENNITH MALY, 373 N WINDING TRAIL AVE. UTILITY REFUND</u>	02/21/2020	55.74	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	240925.03		<u>KENNITH MALY, 373 N WINDING TRAIL AVE. UTILITY REFUND</u>	02/21/2020	2.81	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	2/20		
Total 240925.03:						195.20	.00					
2004	UTILITY REFUND #9	250235.01		<u>CARRIE L VELEZ, 749 S JAKE AVE. UTILITY REFUND</u>	02/21/2020	4.08	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	250235.01		<u>CARRIE L VELEZ, 749 S JAKE AVE. UTILITY REFUND</u>	02/21/2020	3.52	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	250235.01		<u>CARRIE L VELEZ, 749 S JAKE AVE. UTILITY REFUND</u>	02/21/2020	2.45	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	250235.01		<u>CARRIE L VELEZ, 749 S JAKE AVE. UTILITY REFUND</u>	02/21/2020	.42	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	2/20		

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Total 250235.01:						10.47	.00					
2004	UTILITY REFUND #9	251075.03		<u>DANIJEL TRAVAR, 326 W PLAYGROUND ST, UTILITY REFUND</u>	02/14/2020	2.89	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	251075.03		<u>DANIJEL TRAVAR, 326 W PLAYGROUND ST, UTILITY REFUND</u>	02/14/2020	2.68	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	251075.03		<u>DANIJEL TRAVAR, 326 W PLAYGROUND ST, UTILITY REFUND</u>	02/14/2020	1.80	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/20		
Total 251075.03:						7.37	.00					
2004	UTILITY REFUND #9	256008.00A		<u>SOLITUDE HOMES, 845 W BACKPACK LN, UTILITY REFUND</u>	02/21/2020	204.29	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
Total 256008.00A:						204.29	.00					
2004	UTILITY REFUND #9	264190.03		<u>DOBRO LLC, 1662 N BLUSH AVE, UTILITY REFUND</u>	02/21/2020	24.31	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	264190.03		<u>DOBRO LLC, 1662 N BLUSH AVE, UTILITY REFUND</u>	02/21/2020	31.57	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	264190.03		<u>DOBRO LLC, 1662 N BLUSH AVE, UTILITY REFUND</u>	02/21/2020	28.07	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	264190.03		<u>DOBRO LLC, 1662 N BLUSH AVE, UTILITY REFUND</u>	02/21/2020	13.54	.00	<u>25-4700 PRESS, IRRIGATION USER FEES</u>	0	2/20		
Total 264190.03:						97.49	.00					
2004	UTILITY REFUND #9	268106.01A		<u>CBH HOMES, 2734 W MIDNIGHT DR, UTILITY REFUND</u>	02/21/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		

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 268106.01A:						59.21	.00					
2004	UTILITY REFUND #9	268137.01A		<u>CBH HOMES, 1660 N PEWTER AVE, UTILITY REFUND</u>	02/21/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
Total 268137.01A:						59.21	.00					
2004	UTILITY REFUND #9	268314.00A		<u>CBH HOMES, 2557 W QUILCEDA ST, UTILITY REFUND</u>	02/21/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
Total 268314.00A:						59.21	.00					
2004	UTILITY REFUND #9	268329.00		<u>CBH HOMES, 1618 N PEWTER AVE, UTILITY REFUND</u>	02/18/2020	53.80	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	268329.00		<u>CBH HOMES, 1618 N PEWTER AVE, UTILITY REFUND</u>	02/18/2020	58.30	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	268329.00		<u>CBH HOMES, 1618 N PEWTER AVE, UTILITY REFUND</u>	02/18/2020	18.55	.00	<u>25-4700 PRESS, IRRIGATION USER FEES</u>	0	2/20		
Total 268329.00:						130.65	.00					
2004	UTILITY REFUND #9	268333.00		<u>CBH HOMES, 1655 N PEWTER AVE, UTILITY REFUND</u>	02/18/2020	53.80	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	268333.00		<u>CBH HOMES, 1655 N PEWTER AVE, UTILITY REFUND</u>	02/18/2020	58.30	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	268333.00		<u>CBH HOMES, 1655 N PEWTER AVE, UTILITY REFUND</u>	02/18/2020	18.55	.00	<u>25-4700 PRESS, IRRIGATION USER FEES</u>	0	2/20		
Total 268333.00:						130.65	.00					
2004	UTILITY REFUND #9	268335.00A		<u>CBH HOMES, 1631 N PEWTER AVE, UTILITY REFUND</u>	02/21/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		

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Total 268335.00A:						59.21	.00					
2004	UTILITY REFUND #9	274935.02		<u>MARK A BOYDSTUN, 2965 W GINGER GOLD DR, UTILITY REFUND</u>	02/18/2020	97.52	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	274935.02		<u>MARK A BOYDSTUN, 2965 W GINGER GOLD DR, UTILITY REFUND</u>	02/18/2020	88.44	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	274935.02		<u>MARK A BOYDSTUN, 2965 W GINGER GOLD DR, UTILITY REFUND</u>	02/18/2020	68.56	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	274935.02		<u>MARK A BOYDSTUN, 2965 W GINGER GOLD DR, UTILITY REFUND</u>	02/18/2020	2.95	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	2/20		
Total 274935.02:						257.47	.00					
2004	UTILITY REFUND #9	277126.01A		<u>CBH HOMES, 2591 N TUMBLER PL, UTILITY REFUND</u>	02/21/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
Total 277126.01A:						59.21	.00					
2004	UTILITY REFUND #9	277129.01		<u>CBH HOMES, 2537 N TUMBLER PL, UTILITY REFUND</u>	02/18/2020	58.30	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	277129.01		<u>CBH HOMES, 2537 N TUMBLER PL, UTILITY REFUND</u>	02/18/2020	49.43	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	277129.01		<u>CBH HOMES, 2537 N TUMBLER PL, UTILITY REFUND</u>	02/18/2020	10.56	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	2/20		
Total 277129.01:						118.29	.00					
2004	UTILITY REFUND #9	277140.01A		<u>CBH HOMES, 704 W QUAKING ASPEN DR, UTILITY REFUND</u>	02/21/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		

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Total 277140.01A:						59.21	.00					
2004	UTILITY REFUND #9	277141.01A		<u>CBH HOMES, 718 W QUAKING ASPEN DR, UTILITY REFUND</u>	02/21/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
Total 277141.01A:						59.21	.00					
2004	UTILITY REFUND #9	277146.01A		<u>CBH HOMES, 2575 N KENNETH AVE, UTILITY REFUND</u>	02/21/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
Total 277146.01A:						59.21	.00					
2004	UTILITY REFUND #9	277439.01A		<u>CBH HOMES, 2264 N SPIKE AVE, UTILITY REFUND</u>	02/21/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
Total 277439.01A:						59.21	.00					
2004	UTILITY REFUND #9	280242.02		<u>IAN T GORDON, 2246 N CITRINE AVE, UTILITY REFUND</u>	02/18/2020	27.92	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	280242.02		<u>IAN T GORDON, 2246 N CITRINE AVE, UTILITY REFUND</u>	02/18/2020	27.83	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	280242.02		<u>IAN T GORDON, 2246 N CITRINE AVE, UTILITY REFUND</u>	02/18/2020	23.83	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	280242.02		<u>IAN T GORDON, 2246 N CITRINE AVE, UTILITY REFUND</u>	02/18/2020	2.98	.00	<u>25-4700 PRESS, IRRIGATION USER FEES</u>	0	2/20		
Total 280242.02:						82.56	.00					
2004	UTILITY REFUND #9	291067.00A		<u>CBH HOMES, 6842 S MEMORY WAY, UTILITY REFUND</u>	02/21/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
Total 291067.00A:						59.21	.00					

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2004	UTILITY REFUND #9	292012.00A		<u>CBH HOMES, 8882 S HOBAN AVE, UTILITY REFUND</u>	02/21/2020	59.21	.00	<u>20-4500_METERED WATER SALES</u>	0	2/20		
Total 292012.00A:						59.21	.00					
2004	UTILITY REFUND #9	292043.00A		<u>CBH HOMES, 2627 W RICKON ST, UTILITY REFUND</u>	02/21/2020	59.21	.00	<u>20-4500_METERED WATER SALES</u>	0	2/20		
Total 292043.00A:						59.21	.00					
2004	UTILITY REFUND #9	292049.00		<u>CBH HOMES, 2628 W MALCOLM WAY, UTILITY REFUND</u>	02/14/2020	33.44	.00	<u>20-4500_METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	292049.00		<u>CBH HOMES, 2628 W MALCOLM WAY, UTILITY REFUND</u>	02/14/2020	35.65	.00	<u>21-4600_SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	292049.00		<u>CBH HOMES, 2628 W MALCOLM WAY, UTILITY REFUND</u>	02/14/2020	13.79	.00	<u>25-4700_PRESS, IRRIGATION USER FEES</u>	0	2/20		
Total 292049.00:						82.88	.00					
2004	UTILITY REFUND #9	300315.03A		<u>SARA N LEE, 2586 N GREENVILLE AVE, UTILITY REFUND</u>	02/21/2020	83.18	.00	<u>20-4500_METERED WATER SALES</u>	0	2/20		
Total 300315.03A:						83.18	.00					
2004	UTILITY REFUND #9	302202.00		<u>EAGLEWOOD HOMES, 481 E FOX BAY ST, UTILITY REFUND</u>	02/18/2020	36.46	.00	<u>20-4500_METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	302202.00		<u>EAGLEWOOD HOMES, 481 E FOX BAY ST, UTILITY REFUND</u>	02/18/2020	33.68	.00	<u>21-4600_SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	302202.00		<u>EAGLEWOOD HOMES, 481 E FOX BAY ST, UTILITY REFUND</u>	02/18/2020	5.84	.00	<u>25-4700_PRESS, IRRIGATION USER FEES</u>	0	2/20		

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Total 302202.00:						75.98	.00					
2004	UTILITY REFUND #9	303254.01		<u>ANNA RODRIGUEZ, 2422 N DESTINY AVE, UTILITY REFUND</u>	02/18/2020	24.85	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	303254.01		<u>ANNA RODRIGUEZ, 2422 N DESTINY AVE, UTILITY REFUND</u>	02/18/2020	30.39	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	303254.01		<u>ANNA RODRIGUEZ, 2422 N DESTINY AVE, UTILITY REFUND</u>	02/18/2020	24.13	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	303254.01		<u>ANNA RODRIGUEZ, 2422 N DESTINY AVE, UTILITY REFUND</u>	02/18/2020	6.08	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	2/20		
Total 303254.01:						85.45	.00					
2004	UTILITY REFUND #9	303255.01		<u>MIRANDA LUCHI, 2407 N DESTINY AVE, UTILITY REFUND</u>	02/18/2020	24.14	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	303255.01		<u>MIRANDA LUCHI, 2407 N DESTINY AVE, UTILITY REFUND</u>	02/18/2020	29.47	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	303255.01		<u>MIRANDA LUCHI, 2407 N DESTINY AVE, UTILITY REFUND</u>	02/18/2020	23.41	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	303255.01		<u>MIRANDA LUCHI, 2407 N DESTINY AVE, UTILITY REFUND</u>	02/18/2020	6.02	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	2/20		
Total 303255.01:						83.04	.00					
2004	UTILITY REFUND #9	30530.01		<u>ANN E DANES, 162 S ASH AVE, UTILITY REFUND</u>	02/21/2020	3.65	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	30530.01		<u>ANN E DANES, 162 S ASH AVE, UTILITY REFUND</u>	02/21/2020	1.57	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	30530.01		<u>ANN E DANES, 162 S ASH AVE, UTILITY REFUND</u>	02/21/2020	.39	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/20		

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 30530.01:						5.61	.00					
2004	UTILITY REFUND #9	310211.02		<u>SHELBY M HENDRICKSON, 9462 S UPDALE AVE. UTILITY REFUND</u>	02/21/2020	63.33	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	310211.02		<u>SHELBY M HENDRICKSON, 9462 S UPDALE AVE. UTILITY REFUND</u>	02/21/2020	67.60	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	310211.02		<u>SHELBY M HENDRICKSON, 9462 S UPDALE AVE. UTILITY REFUND</u>	02/21/2020	60.97	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	310211.02		<u>SHELBY M HENDRICKSON, 9462 S UPDALE AVE. UTILITY REFUND</u>	02/21/2020	4.93	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	2/20		
Total 310211.02:						196.83	.00					
2004	UTILITY REFUND #9	320092.00		<u>HAYDEN HOMES, 1911 E MESA FALLS ST. UTILITY REFUND</u>	02/18/2020	22.51	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	320092.00		<u>HAYDEN HOMES, 1911 E MESA FALLS ST. UTILITY REFUND</u>	02/18/2020	29.23	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	320092.00		<u>HAYDEN HOMES, 1911 E MESA FALLS ST. UTILITY REFUND</u>	02/18/2020	15.01	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	2/20		
Total 320092.00:						66.75	.00					
2004	UTILITY REFUND #9	320098.00		<u>HAYDEN HOMES, 1815 E MESA FALLS ST. UTILITY REFUND</u>	02/18/2020	10.29	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	320098.00		<u>HAYDEN HOMES, 1815 E MESA FALLS ST. UTILITY REFUND</u>	02/18/2020	29.10	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	320098.00		<u>HAYDEN HOMES, 1815 E MESA FALLS ST. UTILITY REFUND</u>	02/18/2020	20.04	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	2/20		

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Total 320098.00:						59.43	.00					
2004	UTILITY REFUND #9	330056.01		<u>LINDA LEWIS, 1852 N SNOWFIELD PL, UTILITY REFUND</u>	02/18/2020	23.53	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	330056.01		<u>LINDA LEWIS, 1852 N SNOWFIELD PL, UTILITY REFUND</u>	02/18/2020	30.57	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	330056.01		<u>LINDA LEWIS, 1852 N SNOWFIELD PL, UTILITY REFUND</u>	02/18/2020	26.55	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	330056.01		<u>LINDA LEWIS, 1852 N SNOWFIELD PL, UTILITY REFUND</u>	02/18/2020	6.89	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	2/20		
Total 330056.01:						87.54	.00					
2004	UTILITY REFUND #9	330080.00A		<u>TOLL BROS INC, 1171 E TROPHY ST, UTILITY REFUND</u>	02/21/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
Total 330080.00A:						59.21	.00					
2004	UTILITY REFUND #9	330172.00		<u>TOLL BROS INC, 1737 N GREENVILLE AVE, UTILITY REFUND</u>	02/18/2020	61.68	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	330172.00		<u>TOLL BROS INC, 1737 N GREENVILLE AVE, UTILITY REFUND</u>	02/18/2020	1.45	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	330172.00		<u>TOLL BROS INC, 1737 N GREENVILLE AVE, UTILITY REFUND</u>	02/18/2020	1.89	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	2/20		
Total 330172.00:						65.02	.00					
2004	UTILITY REFUND #9	330173.00A		<u>TOLL BROS INC, 1749 N GREENVILLE AVE, UTILITY REFUND</u>	02/21/2020	58.22	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		

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2004	UTILITY REFUND #9	330173.00A		<u>TOLL BROS INC. 1749 N GREENVILLE AVE. UTILITY REFUND</u>	02/21/2020	.99	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
Total 330173.00A:						59.21	.00					
2004	UTILITY REFUND #9	330177.00		<u>TOLL BROS INC. 1797 N GREENVILLE AVE. UTILITY REFUND</u>	02/18/2020	58.55	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
2004	UTILITY REFUND #9	330177.00		<u>TOLL BROS INC. 1797 N GREENVILLE AVE. UTILITY REFUND</u>	02/18/2020	9.21	.00	<u>21-4600 SEWER USER FEES</u>	0	2/20		
2004	UTILITY REFUND #9	330177.00		<u>TOLL BROS INC. 1797 N GREENVILLE AVE. UTILITY REFUND</u>	02/18/2020	1.84	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	2/20		
Total 330177.00:						69.60	.00					
2004	UTILITY REFUND #9	330182.00A		<u>TOLL BROS INC. 952 E BAY OWL DR. UTILITY REFUND</u>	02/21/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
Total 330182.00A:						59.21	.00					
2004	UTILITY REFUND #9	340055.01A		<u>CBH HOMES. 1448 W CROOKED RIVER DR. UTILITY REFUND</u>	02/21/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
Total 340055.01A:						59.21	.00					
2004	UTILITY REFUND #9	340067.01A		<u>CBH HOMES. 1504 W MALAD RIVER ST. UTILITY REFUND</u>	02/21/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	2/20		
Total 340067.01A:						59.21	.00					
Total UTILITY REFUND #9:						4,252.28	.00					

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857	VALLI INFORMATION SYSTEMS, INC	57283		<u>POSTAGE, IMAGING, PRINTING BILLS AND INSERTS FOR JAN.'20 - ADMIN</u>	01/31/2020	1,202.94	.00	<u>01-6190 POSTAGE & BILLING</u>	0	2/20		
857	VALLI INFORMATION SYSTEMS, INC	57283		<u>POSTAGE, IMAGING, PRINTING BILLS AND INSERTS FOR JAN.'20 - WATER</u>	01/31/2020	1,890.34	.00	<u>20-6190 POSTAGE & BILLING</u>	0	2/20		
857	VALLI INFORMATION SYSTEMS, INC	57283		<u>POSTAGE, IMAGING, PRINTING BILLS AND INSERTS FOR JAN.'20 - SEWER</u>	01/31/2020	1,890.34	.00	<u>21-6190 POSTAGE & BILLING</u>	0	2/20		
857	VALLI INFORMATION SYSTEMS, INC	57283		<u>POSTAGE, IMAGING, PRINTING BILLS AND INSERTS FOR JAN.'20 - P.I</u>	01/31/2020	744.67	.00	<u>25-6190 POSTAGE & BILLING</u>	0	2/20		
Total 57283:						5,728.29	.00					
857	VALLI INFORMATION SYSTEMS, INC	57284		<u>LOCKBOX TRANSACTIONS FOR JAN.'20 - ADMIN</u>	01/31/2020	37.89	.00	<u>01-6505 BANK FEES</u>	0	2/20		
857	VALLI INFORMATION SYSTEMS, INC	57284		<u>LOCKBOX TRANSACTIONS FOR JAN.'20 - WATER</u>	01/31/2020	59.55	.00	<u>20-6505 BANK FEES</u>	0	2/20		
857	VALLI INFORMATION SYSTEMS, INC	57284		<u>LOCKBOX TRANSACTIONS FOR JAN.'20 - SEWER</u>	01/31/2020	59.55	.00	<u>21-6505 BANK FEES</u>	0	2/20		
857	VALLI INFORMATION SYSTEMS, INC	57284		<u>LOCKBOX TRANSACTIONS FOR JAN.'20 - P.I</u>	01/31/2020	23.46	.00	<u>25-6505 BANK FEES</u>	0	2/20		
Total 57284:						180.45	.00					
Total VALLI INFORMATION SYSTEMS, INC:						5,908.74	.00					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9847428691		<u>IPAD SERVICE, 1/2-2/1/20 - ADMIN</u>	02/01/2020	5.01	5.01	<u>01-6255 TELEPHONE</u>	0	2/20	02/14/2020	
1575	VERIZON WIRELESS	9847428691		<u>IPAD SERVICE, 1/2-2/1/20 - PARKS</u>	02/01/2020	20.02	20.02	<u>01-6255 TELEPHONE</u>	1004	2/20	02/14/2020	
1575	VERIZON WIRELESS	9847428691		<u>IPAD SERVICE, 1/2-2/1/20 - WATER</u>	02/01/2020	6.61	6.61	<u>20-6255 TELEPHONE EXPENSE</u>	0	2/20	02/14/2020	

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	9847428691		<u>IPAD SERVICE, 1/2-2/1/20 - SEWER</u>	02/01/2020	6.61	6.61	21-6255 TELEPHONE EXPENSE	0	2/20	02/14/2020	
1575	VERIZON WIRELESS	9847428691		<u>IPAD SERVICE, 1/2-2/1/20 - P.I</u>	02/01/2020	1.79	1.79	25-6255 TELEPHONE EXPENSE	0	2/20	02/14/2020	
Total 9847428691:						40.04	40.04					
Total VERIZON WIRELESS:						40.04	40.04					
W.W. GRAINGER												
162	W.W. GRAINGER	9438898844	9561	<u>4 EA IEC MAGNETIC CONTACTORS, REPAIR PARTS ON ACTUATORS IN PROCESS BUILDING.T. SHAFFER, JAN. '20</u>	02/10/2020	361.80	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/20		
Total 9438898844:						361.80	.00					
Total W.W. GRAINGER:						361.80	.00					
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0473035		<u>RECORDS DESTRUCTION, 1/1-31/20 - ADMIN</u>	02/01/2020	8.13	.00	01-6052 CONTRACT SERVICES	0	2/20		
1633	WESTERN RECORDS DESTRUCTION, INC.	0473035		<u>RECORDS DESTRUCTION, 1/1-31/20 - WATER</u>	02/01/2020	10.73	.00	20-6052 CONTRACT SERVICES	0	2/20		
1633	WESTERN RECORDS DESTRUCTION, INC.	0473035		<u>RECORDS DESTRUCTION, 1/1-31/20 - SEWER</u>	02/01/2020	10.73	.00	21-6052 CONTRACT SERVICES	0	2/20		
1633	WESTERN RECORDS DESTRUCTION, INC.	0473035		<u>RECORDS DESTRUCTION, 1/1-31/20 - P.I</u>	02/01/2020	2.91	.00	25-6052 CONTRACT SERVICES	0	2/20		
Total 0473035:						32.50	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						32.50	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
WESTERN STATES CHEM												
274	WESTERN STATES CHEM	200292		<u>GREASE & PENETRATING LUBE FOR SHOP SUPPLY, B. GILLOGY, FEB.'20</u>	02/07/2020	237.60	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/20		
Total 200292:						237.60	.00					
Total WESTERN STATES CHEM:						237.60	.00					
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	IN001230414		<u>PM2 SERVICE AT BUTLER WELL, FEB.'20</u>	02/20/2020	903.06	.00	<u>20-6150 M & R - SYSTEM</u>	0	2/20		
Total IN001230414:						903.06	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001230419		<u>PM1 SERVICE AT PATAGONIA LIFT STATION, FEB.'20</u>	02/20/2020	345.69	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/20		
Total IN001230419:						345.69	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001230422		<u>PM1 SERVICE AT CRIMSON POINT LIFT STATION, FEB.'20</u>	02/20/2020	405.40	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/20		
Total IN001230422:						405.40	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001230424		<u>PM1 SERVICE AT WELL #6, FEB.'20</u>	02/20/2020	318.07	.00	<u>20-6150 M & R - SYSTEM</u>	0	2/20		
Total IN001230424:						318.07	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001230426		<u>PSD PM1 SERVICE AT 3103 COLUMBIA RD, FEB.'20</u>	02/20/2020	356.60	.00	<u>20-6150 M & R - SYSTEM</u>	0	2/20		
Total IN001230426:						356.60	.00					
Total WESTERN STATES EQUIPMENT CO.:						2,328.82	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 2/14/2020-2/27/2020

Page: 46

Feb 27, 2020 10:05AM

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
WIZARD AUTO SPECIALTIES												
2009	WIZARD AUTO SPECIALTIES	RO 2149		<u>REPAIRS ON CIVILIAN VEHICLE</u> <u>- SEWER TRUCK COLLISION,</u> <u>T.SHAFFER, FEB.'20</u>	02/07/2020	230.18	.00	<u>21-6131</u> <u>INSURANCE</u> <u>CLAIMS PAID</u>	0	2/20		
Total RO 2149:						230.18	.00					
Total WIZARD AUTO SPECIALTIES:						230.18	.00					
Grand Totals:						<u>295,298.34</u>	<u>143,880.73</u>					

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.



City of Kuna

City Council Staff Memo

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

To: **Kuna City Council**

Case Number: 20-01-FP (Final Plat) – Winfield Springs No. 5

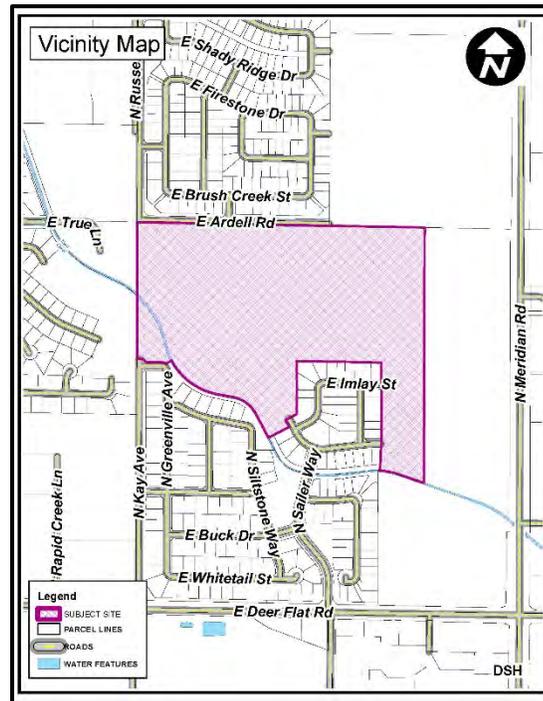
Location: E. Deer Flat Road, Kuna Idaho 83634

Planner: Doug Hanson, Planner I

Meeting Date: March 3, 2020

Applicant/ Owner: Toll ID I, LLC
250 Gibraltar
Horsham, PA 19044
208.424.0020
sdurtschi@tollbrothers.com

Representative: Keith Morse
250 S. Beechwood Ave. Ste. 201
Boise, ID 83709
208.376.7330
kmorse@jub.com



A. General Project Facts:

- JUB Engineers is requesting final plat approval for Winfield Springs No. 5 which has forty-two (42) residential building lots and nine (9) common lots on a total of approximately 19.42 acres (Ada County Assessor Parcel No. S1313428155).

B. Staff Analysis:

- In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for Winfield Springs Subdivision No. 5.
- Staff has determined that the proposed final plat for Winfield Springs Subdivision No. 5 is in conformance with the approved preliminary plat.

C. Applicable Standards:

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

D. Conditions of Approval:

- Applicant shall correct any technical items and make any requested changes to bring the final plat into conformance as recommended by Kuna Public Works Staff.
- Upon City Council Council’s approval, no revisions shall be made to the final plat. If revisions are desired, the applicant shall bring a copy of the changes to Planning and Zoning Staff to determine if a new approval is required via City Council or Planning and Zoning Staff.
- Applicant shall secure all signatures on the final plat check-off list prior to requesting Kuna City Engineer’s signature on the final plat Mylar.



City of Kuna

Findings of Fact and Conclusions of Law

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

To: Kuna City Council

Case Number(s): 16-03-S (Subdivision) and 16-06-AN (Annexation):
Winfield Springs Subdivision

Location: North of Deer Flat Road, east of N. Kay Avenue and west of Meridian Road/Highway 69, Kuna, Idaho 83634

Planner: Trevor Kesner, Planner II

Hearing Date: May 02, 2017
Findings: **May 16, 2017**

Applicant: Coleman Real Estate Holdings LLC
1116 S Vista Avenue, #471
Boise ID 83705
208-917-7216

Engineer/ Representative: J-U-B Engineers, Scott Wonders
250 S. Beechwood Ave., Ste. 201
Boise, ID 83709
208.323.9336
swonders@jub.com

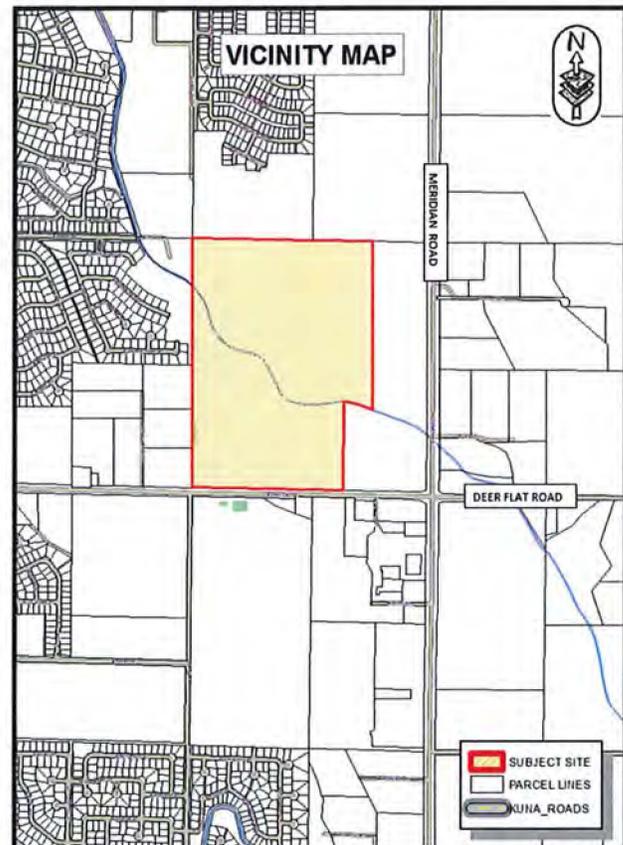


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| B. Applicant Request | H. Factual Summary |
| C. Site History | I. Comprehensive Plan Analysis |
| D. General Project Facts | J. Conclusions of Law |
| E. Staff Analysis | K. Findings of Fact |
| F. Applicable Standards | L. Conditions of Approval |

A. Course of Proceedings

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that annexations and subdivisions are designated as public hearings, with the City Council as the decision-making body. These land use applications were given proper public notice and have followed the requirements set forth in Idaho Code, Chapter 65, Local Land Use Planning Act (LLUPA).

a. Notifications

- | | |
|---------------------------|---|
| i. Neighborhood Meeting | August 2, 2016 |
| ii. Agencies | September 22, 2016 (Original Concept)
February 27, 2017 (Final Design) |
| iii. 300' Property Owners | April 14, 2017 |
| iv. Kuna, Melba Newspaper | April 12 and April 19, 2017 |

v. Site Posted

April 21, 2017

B. Applicant Request:

1. Coleman Real Estate Holdings, LLC represented by J-U-B Engineers, requests approval to annex approximately 111.18 acres into Kuna City limits with an R-6 residential zoning designation and subdivide the property into 342 single family residential lots, and 33 common lots, for the Winfield Springs Subdivision. The applicant has received Design Review approval for common area landscaping. The site is located approximately 900 feet northwest of the intersection of Deer Flat and Meridian Roads, Kuna, Idaho.

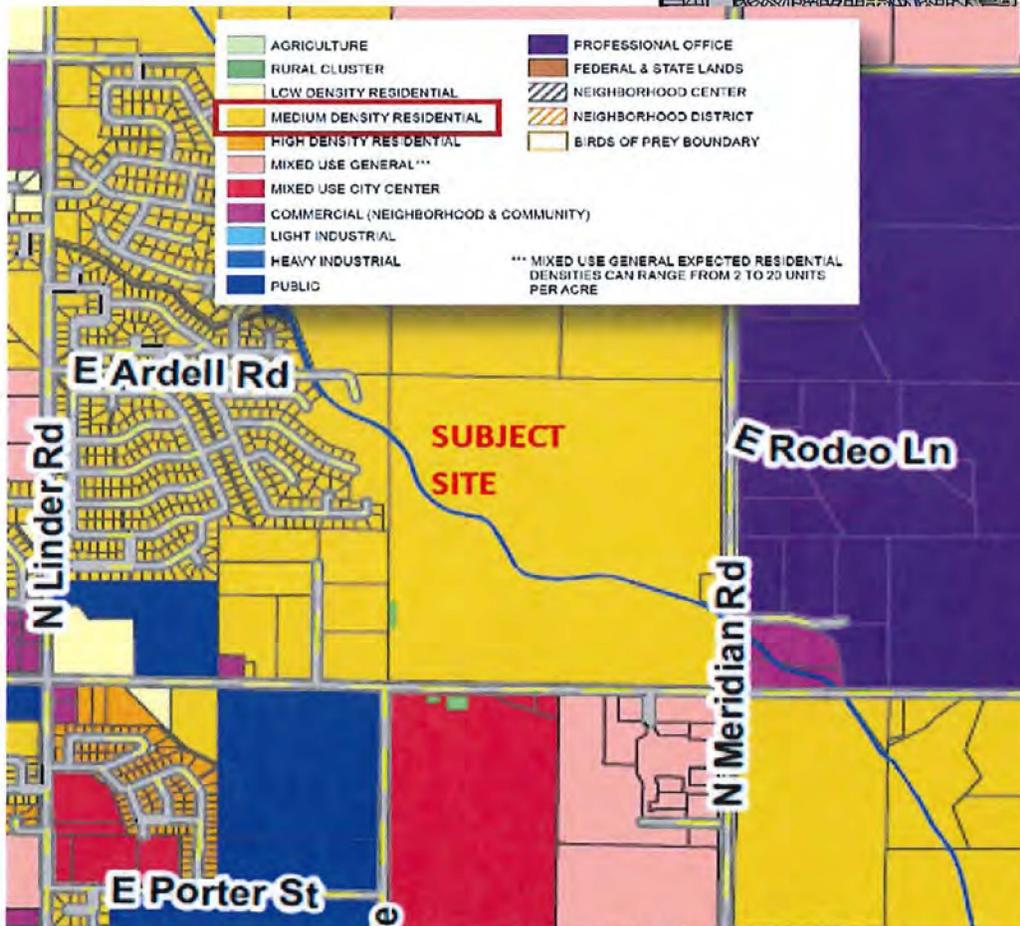
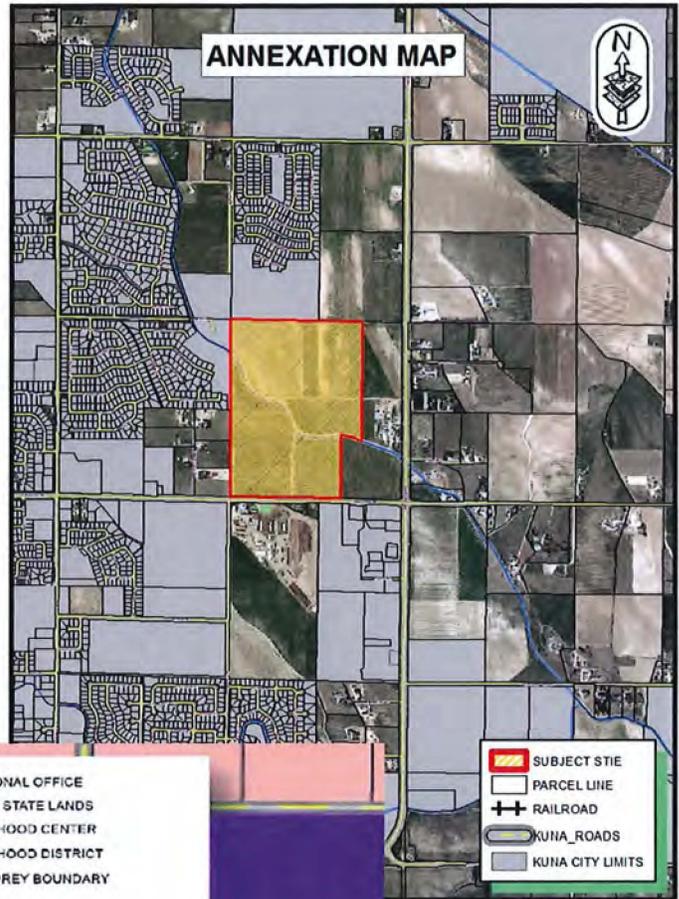
2. Site Location Map:

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C. History: Approximately 111.18 acres was split from the original parcel of approximately 152.17 acres in Ada County (October 20, 2016), and is contiguous to Kuna City limits on the north and west portions of the parcel. The remaining lands (approximately 41.66 acres) from the lot split which front Highway 69/Meridian Road are not part of this annexation request. This property has historically been used for agricultural purposes.

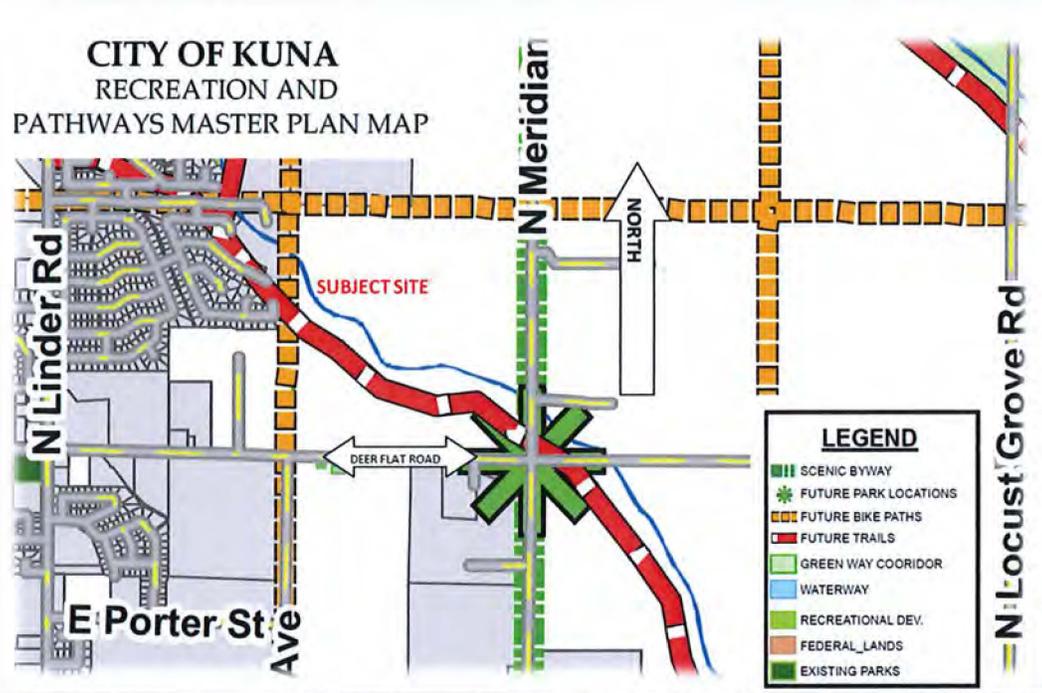
D. General Projects Facts:

1. **Comprehensive Plan Designation:** The City of Kuna's Future Land Use Map identifies the 111.18-acre subject parcel as Medium Density Residential. Staff views this land use request to be consistent with the approved Future Land Use Map.
2. **Kuna Comprehensive Plan Future Land Use Map:**
The Kuna Comprehensive Plan Future Land Use Map shown below in conjunction with the map legend indicates that the subject site is designated as Medium Density Residential. The applicant's request is consistent with the Future Land Use Map designation.



3. **Kuna Recreation and Pathways Master Plan Map:**

The Kuna Recreation and Master Pathways Plan map identifies a trail adjacent to the Kuna Canal waterway as it flows through the subject site. The applicants submitted, proposed landscape plan accommodates this trail designation along the Kuna Canal.



4. **Surrounding Existing Land Uses and Zoning Designations:**

North	R-6/ RR	Medium Density Residential – City of Kuna/ Rural Residential – Ada County
South	RR/ C-1	Rural Urban Transitional – Ada County/ Neighborhood Business District (commercial) – City of Kuna
East	RUT	Rural Urban Transitional – Ada County
West	RUT/ R-6	Rural Urban Transitional – Ada County/ Medium Density Residential – City of Kuna

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

- Approximately 111.18 acres
- RUT (Rural Urban Transitional) – Ada County
- Parcel # S1313449115 (Original Parcel)

6. **Services:**

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

7. **Existing Structures, Vegetation and Natural Features:** Currently there are no structures on the subject site. This site slopes slightly from the southwest to the north, but is otherwise generally flat. The Kuna Canal Lateral flows through the center of the subject parcel. On-site vegetation consists of agricultural crops which have historically been harvested annually.
8. **Transportation / Connectivity:** The applicant proposes to construct North Kay Avenue as a half street section from East Deer Flat Road to East Ardell Road; and extend East Ardell Road as a half street section from North Kay Avenue eastward to the project's eastern boundary, and extend the pavement to Highway 69 as a new roadway. The applicant will permit an access to Highway 69 at the alignment of East Ardell Road with Idaho Transportation Department (ITD). ITD and Ada County Highway District (ACHD) have approved the applicant's revised Traffic Impact Study (TIS).

ITD will require the applicant to install southbound right turn lanes on State Highway 69/Meridian Road. at both West Ardell and Deer Flat Roads. ITD recommends timing the installation of said southbound right turn lanes be coordinated with ACHD, as trips in the Highway 69 corridor increase with development.

- ACHD recommends a 36-foot wide street section for the extension of Kay Avenue and Ardell Roads, (which are classified as 'collectors') with vertical curb, gutter, 12-feet of additional pavement and a 3-foot wide gravel shoulder.
This recommendation aligns with Kuna City Code Title 6, Chapter 3, Section 6, which states that the minimum roadway width within City limits shall be thirty-six (36) feet wide, back of curb to back of curb, in all zoning districts.
- Applicant proposes a borrow ditch on the unimproved sides of Kay Avenue and Ardell Roads and either 7-foot wide attached concrete sidewalks, or 8-foot wide parkway strips with detached minimum 5-foot wide concrete sidewalk abutting the project site.
Kuna City Code Title 5, Chapter 17, Section 5 states that development along a Towncenter Collector or mid-mile section road shall install an eight-foot wide detached sidewalk along the accompanying property frontage within the public right-of-way and separated from the public vertical curb (or its alignment) by a four- to eight-foot wide irrigated and landscaped planter strip.

Internal streets are proposed as a 51-foot street width (back-of-curb to back-of-curb) with 8-foot wide parkway strips and detached 5-foot wide concrete sidewalks; except for North Windmill Avenue (primary subdivision entrance) off Deer Flat Road, which will utilize a 66-foot street width and include centerline landscape islands.

The applicant proposes seven access points to the site:

- Two (2) access streets on the west side of the project along North Kay Avenue extension (proposed *East Thorndale Street* and *East Wabash Street*);
- Two (2) access streets on the north side of the project (proposed *North Whig Avenue* and *North Woodfield Avenue*) along East Ardell Street extension;
- One (1) access on the south side of the project, from East Deer Flat Road (*proposed North Windmill Way*) to align with the future roadway constructed behind the Ridley's development.
- Two (2) stub streets on the east side of the project (proposed *East Wabash Street* and *East Fort Erie Street*), which are intended to be future points of access to the remaining lands that are not a part of these requests.

There are multiple pedestrian and bicycle pathway connections throughout the development to support alternative transportation choices for residents, and create a more walkable and pedestrian friendly neighborhood environment.

9. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site (see Exhibit B.7).

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

- Kuna City Engineer (Gordon Law, P.E.) – Exhibit B.1
- Central District Health Department (CDHD) – Exhibit B.2
- Community Planning Association of Southwest Idaho (COMPASS) – Exhibit B.3
- Boise Project Board of Control – Exhibit B.4
- Idaho Transportation Department (ITD) – Exhibit B.5
- Ada County Highway District (ACHD) – Exhibit B.6
- Idaho Department of Environmental Quality – Exhibit B.7

E. Staff Analysis:

Coleman Real Estate Holdings, LLC represented by J-U-B Engineers requests approval to annex approximately 111.18 acres with a current county zoning designation of Rural-Urban Transition (RUT) into Kuna City limits with an R-6 (Medium Density Residential) zoning designation; and subdivide the subject property to create a 343-single family residential building lot subdivision (Winfield Springs). The applicant also proposes to develop 33 additional lots into common lots for the use by residents. The common lots will comprise 12.6% of the site, or approximately 14 acres, respectively. The common lots will be developed as open space (lawn), a playground, a community clubhouse and a swimming pool facility. Applicant also proposes a multi-use pathway that runs through the project adjacent the Kuna Canal which is consistent with Kuna's Recreation and Pathways Map. A Homeowners Association (HOA) will be established for the care and maintenance for all common lots.

Applicant is proposing seven (7) phases of development which will be driven by the consumer market. A Design Review application for the common area landscaping and buffers has been approved for the applicant's annexation and preliminary subdivision plat request.

Public services will be extended by the developer to the property from existing facilities to the north and south of the project. The project anticipates a new potable water supply and distribution well site to serve this development.

Staff has determined these applications comply with Kuna City Code, Title 5, Idaho Statute §50-222, and Kuna's Comprehensive Plan; and forwards a recommendation of approval for Case No.'s 16-03-S and 16-06-AN, to the City Council with the proposed conditions of approval.

F. Applicable Standards:

1. Kuna City Code Chapter 6 – Chapter 1-6; Subdivision Regulations,
2. Kuna City Code Title 5 – Chapter 1-17; Zoning Regulations,
3. City of Kuna Comprehensive Plan and Future Land Use Map,
4. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

G. Procedural Background:

The Planning and Zoning Commission held a Public Hearing on April 11, 2017, to consider Cases No.'s 16-03-S, 16-06-AN and 16-13-DR, including the submitted application documents, agency comments, staff's report, exhibits and public testimony presented at the hearing. The Commission recommended approval for Case No.'s 16-03-S and 16-06-AN to the City Council, and subsequently made findings on April 25, 2017 with the conditions as stated in Section 'L' of this report.

H. Factual Summary:

This site is located near the northwest corner (NWC) of the intersection of West Deer Flat and North Meridian Roads. Applicant proposes to annex approximately 111.18 acres into the City of Kuna as an R-6 (medium density residential) zoning designation. Applicant has submitted a preliminary plat to subdivide the parcel into 347 total lots (342 buildable; 33 common).

I. Comprehensive Plan Analysis:

The comprehensive plan is a living document, intended for use as a guide to governmental bodies. The plan is not law that must be strictly adhered to in the most stringent sense; it is to be used by public officials to assist in their decision making for the City. The following Comprehensive Plan components are applicable:

Goals, Policies and Objectives from the Kuna Comprehensive Plan:**Private Property Rights Goals and Objectives - Section 2 - Summary:**

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

Comment: Utilizing the Idaho Attorney Generals criteria, and a review by the City Attorney, the proposed project does not constitute a "takings" and the economic value is intact.

Economic Development Goals and Objectives - Section 5 - Summary:

Ensure an adequate supply of housing for all income levels and facilitate pedestrian connections, both visually and physically, to enhance pedestrian movement.

Comment: The proposed application complies with the comprehensive plan by providing a mix of lot sizes, pathways and greenways to meet this goal.

Land Use Goals and Objectives - Section 6 - Summary:

Adopt a future land use plan and map that includes natural and developed open spaces, while providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups. Protect existing neighborhoods and ensure new development is sustainable and keeps Kuna desirable. Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles.

Comment: The project complies with the land use plan as adopted by the City by incorporating the following; open spaces and utilization of the Kuna Canal corridor for the future pathway, varied housing densities and types and promotes desirable, cohesive community character and a quality neighborhood.

Natural Resources Goals and Objectives - Section 7 - Summary:

Retain natural resources that contribute to Kuna's quality of life while developing a green grid of trails for bikes throughout the City for recreation and alternative transportation needs.

Comment: The proposed application provides pathways through the development as well as a trail along the Kuna Canal for recreation and alternate transportation modes.

Public Services, Facilities and Utilities Goals and Objectives - Section 8 - Summary:

Provide adequate services, facilities, and utilities for all City residents and annex contiguous properties that request City services. Ensure that development within Kuna connects into the City's sanitary sewer and potable water systems and continue expansion of the City's sewer systems as resources allow.

Comment: Kuna has adequate capacity to provide public services for this development and the authority to annex the requested lands into the City. This application will expand the City's sanitary sewer system, potable water and adds to the pressure irrigation mainline in an orderly fashion.

Transportation Goals and Objectives - Section 9 - Summary:

Work with ACHD, COMPASS, and ITD to promote and encourage bicycling and walking as transportation modes. Develop a transportation strategy and identify future transit corridors while requiring developers to preserve rights-of-way, to improve mobility on major routes while balancing land use planning with transportation needs.

Comment: Applicant provided a Traffic Impact Study. ACHD and ITD have provided comments and a staff report based on the applicants submitted documents; and the City engineer has provided a staff report. The project meets with the transportation goals of the City by extending public rights-of-way on North Kay Avenue and East Ardell Roads to create additional transportation connections.

Recreation Goals and Objectives - Section 10 - Summary:

Ensure a City wide system of parks, trails and recreational opportunities for a variety of year-round outdoor activities balancing active and passive open spaces with easy access for users. Encourage the development of community and neighborhood-centered recreational facilities including gathering places connected by trails, walkways, bikeways and horse paths.

Comment: Applicant's proposed subdivision incorporates trails along the Kuna Canal, open spaces, a playground, a pool facility for residents among other gathering places for the community (clubhouse), meeting the goals of the City.

Housing Goals and Objectives - Section 12 - Summary:

Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly residential development while discouraging developers from developing land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl.

Comment: Applicant has proposed 342 single family lots which will contribute to high-quality lots of varied sizes to be developed in a logical and orderly manner. The development adds trails and open space throughout the subdivision, creating a pleasant and walkable neighborhood environment.

Community Design Goals and Objectives - Section 13 - Summary:

Strengthen Kuna's image through good community and urban design principles that create self-sufficient neighborhoods. Foster good community design concepts that incorporate landscape features to serve as buffers between incompatible uses while reducing scale and create a sense of place.

Comment: The application incorporates sound community design and landscape features to buffer incompatible uses to create a sense of place for the community to foster neighborhood interactions and activities.

J. Conclusions of Law:

Based on the evidence contained in Case No's 16-03-S and 16-06-AN, the Kuna City Council finds Case No's 16-03-S and 16-06-AN complies with Kuna City Code and the Kuna Comprehensive Plan.

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

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

6. The site is physically suitable for a subdivision.

Comment: *The 111.18 acre subdivision is large enough to include a mix of lot sizes, a community clubhouse and pool facility, a playground, open spaces, pathways and a trail along the Kuna Canal.*

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

Comment: *The land to be annexed is currently used as farmland and is not used as wildlife habitat. Roads, homes and open spaces are planned for construction according to City requirements and best practices. Staff is not aware of any environmental damage or loss of habitat associated with the development.*

8. The annexation and subdivision applications are not likely to cause adverse public health problems.

Comment: *The annexation of the property requires a zoning designation per Kuna Code 5-13-9. The medium density zoning designation and application for a residential subdivision requires connection to public sewer and water facilities, therefore eliminating the occurrence of adverse public health problems.*

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

Comment: *The annexation of lands and design of the subdivision considers the location of the property adjacent to the Kuna Canal, arterial and collector roadways (North Kay Avenue, East Deer Flat and East Ardell Roads) and the state highway system (Highway 69/Meridian Road). The subject property can be connected to the City's public sewer, water and pressure irrigation facilities. The adjacent uses are public, commercial and agriculture as proposed in the Kuna Comprehensive Plan Future Land Use Map.*

10. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.

Comment: *Correspondence from ACHD and Kuna Public Works confirms that the proposed streets and utility services are suitable and adequate for the residential subdivision project. A traffic impact study (TIS) prepared by Thompson Engineers was submitted with the application documents and has been accepted by the ACHD and ITD. ACHD confirms that the proposed streets within and adjacent to the subdivision are adequate for the proposed development. With the addition of a southbound right-hand turn lane off Highway 69/Meridian Road onto Deer Flat Road and West Ardell Road, as recommended by Idaho Transportation Department (ITD), the roadways in proximity to the project are adequate to accommodate the traffic that will be generated by the development.*

K. Council Findings:

1. This request appears to be generally consistent and in compliance with Kuna City Code (KCC).
2. The use appears to meet the general objectives of Kuna's Comprehensive Plan.
3. The site is physically suitable for a subdivision.
4. The annexation and subdivision uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
5. The annexation and subdivision applications are not likely to cause adverse public health problems.
6. The applications appear to avoid detriment to the present and potential surrounding uses; the health, safety, and general welfare of the public, taking into account the physical features of the site, public facilities and existing adjacent uses.

7. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.
8. Kuna City Council accepts the facts as outlined in the staff report, public testimony and the supporting evidence list as presented.
9. The Kuna City Council has the authority to approve, conditionally approve, or deny this annexation and subdivision applications.
10. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and Kuna City Ordinances.

L. Council Decision:

Note: 16-03-S (Subdivision) and 16-06-AN (Annexation): The proposed motion is to approve these requests. If the Council wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.

Based on the facts outlined in staff's report and public testimony during the public hearing, the City Council of Kuna, Idaho, hereby grants *approval* of Case No's 16-03-S and 16-06-AN; an annexation and preliminary plat for the Winfield Springs residential subdivision with the following conditions of approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer hook-ups.
 - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
 - d. The *Boise Project and Board of Control* shall approval any modifications to the existing irrigation system.
 - e. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permit.
2. A stub street (with utility stubs) shall be extended from the project south of the Kuna Canal to the property east of the project. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District, and Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and Idaho Transportation Department.
 - 2.1- Dedicate right-of-way in sufficient amounts to follow Kuna City and ACHD standards and widths.
3. Installation of utility service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2-W.
4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
5. Street lighting shall use LED lights, with spacing and wattages meeting KCC 5-4-6; applicant shall coordinate a street light plan for Planning and Zoning approval in concert with the prepared construction drawings for the project.
6. Parking within the site shall comply with KCC 5-9-3. A separate Design Review application is required for the community clubhouse and parking lot.

- 7. Fencing within and around the site shall comply with KCC standards.
- 8. A sign permit shall be obtained prior to any subdivision entrance sign construction and shall comply with KCC 5-10-4. Monument signs will require a separate design review.
- 9. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within three days or as the planting season permits as required to meet KCC 5-17-7 standards. Maintenance and planting within public rights-of-way shall be approved from the public entities owning the property.
- 10. Submit a petition to the City consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID) prior to requesting final plat signature from the City Engineer.
- 11. Should the City Engineer conclude there is a need for a potable water supply well in the area (based upon the forthcoming results of a comprehensive water master plan study), the developer will be required to provide land for the well site, three (3) phase power to the well site and a drain line for blow-off water.
- 12. The City Engineer concludes there is a need for a Pressure Irrigation pump station and a 600,000-gallon reservoir along the Kuna Canal. The City will construct the pump station and reservoir, if the developer extends a 12-inch Pressure Irrigation main from an existing 12-inch Pressure Irrigation main, located .05 miles south of the southwest boundary of the property in the Kay Street/Boise Avenue right-of-way; and the developer provide sufficient land for the pump station, three (3) phase power to the pump station site, and a drain line for water over-flow. The developer may be eligible for reimbursement for oversized facilities consistent with City policy.
- 13. The land owner/applicant/developer and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the Commission and Council, or seek amending them through public hearing processes.
- 14. The applicant's proposed preliminary plat (dated 02/02/17) and landscape plan (dated 09/16/2017) shall be considered binding site plans, or as modified and approved through the public hearing process.
- 15. Applicant shall follow staff, city engineer and other agency recommended requirements as applicable.
- 16. Compliance with all local, state and federal laws is required.

DATED: this 16nd day of May 2017.



Joe Stear
Kuna City Mayor

Attest:


Chris Engels
Kuna City Clerk

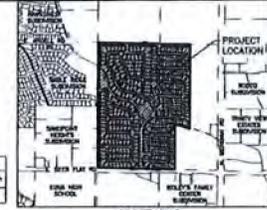
PRELIMINARY PLAT FOR
WINFIELD SPRINGS SUBDIVISION
SITUATED IN THE SOUTHEAST QUARTER OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,
CITY OF KUNA, ADA COUNTY, IDAHO.
2016

BOUNDARY LEGEND

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

Curve Table

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	151.827	300.00	173.1507°	N072°34'4" W	151.24'



JUB ENGINEERS, INC.
JUB ENGINEERS, INC.
250 S. BRIDGEMOOD AVE.
BOISE, ID 83709-0944
Phone: 208.378.7300
Fax: 208.378.0200
www.jubeng.com



- NOTES:**
1. CORNERS AND SPOT ELEVATIONS SHOWN IN THIS PLAT ARE TO BE MAINTAINED.
 2. ALL UTILITIES PROVIDED IN THIS PLAT ARE TO BE CONSTRUCTED IN ACCORDANCE WITH ADA COUNTY HEALTH DEPARTMENT REGULATIONS FOR PUBLIC UTILITIES AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF KUNA.
 3. ALL LOTS ARE TO BE DEVELOPED WITHIN THE SPECIFIED TIME FRAME. LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

LAND USE SUMMARY

TOTAL AREA	111.18 AC
TOTAL LOTS	348 LOTS
RESIDENTIAL LOTS	348 LOTS
COMMERCIAL AREA LOTS	0 LOTS
RESIDENTIAL GROUND	3.13 CU/AC
COMMERCIAL AREA	13.02 AC (11.7%)
AVERAGE LOT SIZE	8,600 S.F.
SMALLEST LOT	8,600 S.F.
EXISTING ZONE	R-1
PROPOSED ZONE	R-1

LAND SURVEYOR
MICHAEL BYRNE, P.L.S.
JUB ENGINEERS
250 S. BRIDGEMOOD AVE.
STE. 201
BOISE, ID 83709
208-378-7300

CIVIL ENGINEER
SCOTT BONDERS, P.E.
JUB ENGINEERS
250 S. BRIDGEMOOD AVE.
STE. 201
BOISE, ID 83709
208-378-7300

OWNER
MARGARET M. HILL FAMILY
COLLEEN HANCOX LLC
3103 W. SHERIDAN DR.
BOISE, ID 83709
MEXICAN, ID 83642

DEVELOPER
LIMITED PARTNERSHIP
1558 E. LOUVER VIEW LN.
BOISE, ID 83709
MEXICAN, ID 83642
208-424-0030

LEGEND

EXISTING	PROPOSED
SAWTOOTH CENTER LINE	SAWTOOTH CENTER LINE
WATER LINE	WATER LINE
GRAVITY IRRIGATION PIPE	GRAVITY IRRIGATION PIPE
PRESSURE IRRIGATION LINE	PRESSURE IRRIGATION LINE
STORM DRAIN LINE	STORM DRAIN LINE
CENTERLINE	CENTERLINE
LOT LINE	LOT LINE
8" VERTICAL CURB & GUTTER	8" VERTICAL CURB & GUTTER
ROLLED CURB & GUTTER	ROLLED CURB & GUTTER
5" SIDEWALK	5" SIDEWALK
SEWER MANHOLE	SEWER MANHOLE
DITCH FLOW LINE	DITCH FLOW LINE
IRRIGATION MANHOLE	IRRIGATION MANHOLE
STREET LIGHT	STREET LIGHT
TREE COMPLEX	TREE COMPLEX
EDGE OF PAVEMENT	EDGE OF PAVEMENT
GAS LINE	GAS LINE
FENCE LINE	FENCE LINE
FIRE HYDRANT	FIRE HYDRANT
5' CENTERLINE	5' CENTERLINE
1' CENTERLINE	1' CENTERLINE

BOUNDARY AND PROJECT INFORMATION

WINFIELD SPRINGS SUBDIVISION
CITY OF KUNA, ADA COUNTY, IDAHO.

PP-01

Exhibit
A-20

Summer Hirschfield

From: Wendy Shrief
Sent: Tuesday, May 28, 2019 12:02 PM
To: Keith Morse
Subject: FW: Winfield Springs #5

Wendy Kirkpatrick Shrief, AICP
Planner

From: Tom Ritthaler <TRitthaler@boiseproject.org>
Sent: Tuesday, May 28, 2019 12:01 PM
To: Wendy Shrief <wshrief@jub.com>
Subject: Winfield Springs #5

[External Email]

Wendy,

After reviewing the plans stamped and dated 21 May 2019 by Keith H. Morse P.E. for Winfield Springs #5 in Kuna, Boise Project approves of the plans as presented.

Thanks,
Tom

Thomas B Ritthaler
Assistant Project Manager
Boise Project Board of Control
2465 Overland Rd.
Boise, Idaho 83705
208-344-1141





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

Final Plat Checklist

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

Project name: Winfield Springs Subdivision No. 5	Applicant: Toll ID I, LLC
--	-------------------------------------

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

Applicant (✓)	Description	Staff (✓)
	Completed and signed Commission & Council Review Application.	
	All pages of the proposed Final Plat.	
	Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation and other public improvements.	
	Approved Findings of Fact, Conclusions of Law for Preliminary Plat	
	Proof of current ownership of the real property included in the proposed final plat and written consent of the record owners of the final plat (Affidavit of Legal Interest) for all interested parties involved.	
	Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved said final plat.	
	A statement of conformance with the following information: <ul style="list-style-type: none"> ◇ The approved preliminary plat and meeting all requirements or conditions. ◇ The acceptable engineering practices and local standards. 	
	Any proposed restrictive covenants and/or deed restrictions, and homeowners' association documents.	
	The final plat shall include and be in compliance with all items required under title 50, chapter 13 of the Idaho Code.	

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

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



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)	20-01-FP
Project name	Winfield No.5
Date Received	1.14.20
Date Accepted/Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: <u>Toll ID I, LLC</u>	Phone Number: <u>(208) 424-0020</u>
Address: <u>250 Gibraltar</u>	E-Mail: <u>sdurtschi@tollbrothers.com</u>
City, State, Zip: <u>Horsham, PA 19044</u>	Fax #: _____
Applicant (Developer): <u>Toll ID I, LLC</u>	Phone Number: <u>(208) 424-0020</u>
Address: <u>250 Gibraltar</u>	E-Mail: <u>sdurtschi@tollbrothers.com</u>
City, State, Zip: <u>Horsham, PA 19044</u>	Fax #: _____
Engineer/Representative: <u>JUB Engineers/Keith Morse</u>	Phone Number: <u>208-376-7330</u>
Address: <u>250 S Beechwood Dr, Ste 201</u>	E-Mail: <u>kmorse@jub.com</u>
City, State, Zip: <u>Boise, ID 83709</u>	Fax #: _____

Subject Property Information

Site Address: <u>E Deer Flat Road</u>
Site Location (Cross Streets): <u>NW of intersection of E Deer Flat Road and Hwy 69, Kuna, ID</u>
Parcel Number (s): <u>S1313428155</u>
Section, Township, Range: <u>Section 13, Township 2 North, Range 1 West</u>
Property size : <u>19.42</u>
Current land use: <u>Vacant</u> Proposed land use: <u>Single Family Residential</u>
Current zoning district: <u>R-6</u> Proposed zoning district: _____

Project Description

Project / subdivision name: Winfield Springs Subdivision No. 5

General description of proposed project / request: Single-Family Residential Subdivision

Type of use proposed (check all that apply):

Residential _____

Commercial _____

Office _____

Industrial _____

Other _____

Amenities provided with this development (if applicable): public common area, landscape buffers

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: 42 Number of building lots: 51

Number of common and/or other lots: 9

Type of dwellings proposed:

Single-Family 42

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): 8898

Gross density (DU/acre-total property): 2.16 du/ac Net density (DU/acre-excluding roads): 4.27 du/ac

Percentage of open space provided: 164,917 Acreage of open space: 3.79

Type of open space provided (i.e. landscaping, public, common, etc.): common areas, 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: [Signature] Date: 1/13/10



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

January 10, 2020

Kuna Planning & Zoning Dept
751 W 4th Street
Kuna, ID 83634

**RE: WINFIELD SPRINGS SUBDIVISION NO. 5
FINAL PLAT SUBMITTAL**

To Whom It May Concern:

The final plat submittal package is enclosed for the proposed Winfield Springs Subdivision No. 5 located at E Deer Flat Road in Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Kuna, Idaho, and consists of approximately 19.42 acres. The subdivision includes 42 buildable lots and 9 common lots.

The final plat is in substantial conformance with the specific conditions of approval set forth in the Findings of Fact and Conclusions of Law dated May 16, 2017 as described below:

1. Approvals from the following Agencies:

- City Engineer: Approved sewer, drainage and grading plans signed September 10, 2019
- Kuna Fire District: Fire flow requirements – Kuna Fire District will test fire flow prior to final plat signature
- Boise Project Board of Control – See attached email dated 05/28/19 for approval.
- ACHD – See approved Construction Drawings – signed September 10, 2019 and signature on Final Plat

2. A stub street (with utility stubs) will be extended from the project south of the Kuna Canal to the property east of the project.

According to the ACHD Final Staff report dated April 6, 2017, two stub streets north of the Kuna Canal were required. See attached staff report page 21, item #22.

3. Installation of utility service facilities will comply with the requirements of the public utility or irrigation district providing the services and will be installed underground.

COMPLETE - See approved Construction Drawings.

4. Irrigation/drainage waters will not be impeded by any construction on site. The project will comply with Idaho Code Section §31-3805 and the requirements of the BPBC.

Requirement is noted.

5. Street Lighting will use LED lights, with spacing and wattages meeting KCC 5-4-6.

Please see attached approved construction drawings containing sheet C-103: Street Light & Signage Plan.

6. Parking with the site will comply with KCC 5-9-3.

A separate Design Review application will be submitted at the time of building permit application for the clubhouse and parking lot.

- 7. Fencing within and around the site will comply with KCC standards.**
Noted.
- 8. Sign permit will be obtained for any subdivision entrance sign.**
Noted.
- 9. All landscaping will be permanently maintained per the CC & R's for this development.**
CC & R's are included with this final plat submittal with a reference to landscape maintenance.
- 10. Submit a petition to the city consenting to the pooling of irrigation surface water rights for delivery and request annexation of the irrigation surface water rights appurtenant to the property to the KMID prior to requesting final plat signature.**
Developer will submit the required petition.
- 11. Land has been provided for a well site with 3 phase power and a drain line for blow off water.**
The location of the land to be provided is adjacent to Phase 2 of this subdivision.
- 12. The developer will extend a 12" PI main from the existing 12" PI main located at Kay street.**
COMPLETE - See approved Construction Drawings sheets C-103, C-104 & C-105

Land has been provided for the pump station with 3 phase power and a drain line for water over-flow. *The location of the land to be provided is adjacent to Phase 2 of this subdivision.*
- 13. Any future assigns will comply with the conditions of development.**
Requirement is noted.
- 14. The Preliminary plat and landscape plan are binding site plans and will be observed accordingly.**
Requirement is noted.
- 15. Applicant will follow staff, city engineer and other agency recommended requirements as applicable.**
Requirement is noted.
- 16. Applicant will comply with all local, state and federal laws as required.**
Requirement is noted.

Please feel free to contact me at 208.376.7330 if you have any questions.

Sincerely,

Summer Hirschfield
Land Development
J-U-B ENGINEERS, Inc.



City of Kuna AFFIDAVIT OF LEGAL INTEREST

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

State of Idaho)
County of Ada)

I, SUSAN STANELY, 3103 W. SHERYL DR., #100
Name Address
MERIDIAN, IDAHO 83642
City State Zip Code

being first duly sworn upon oath, depose and say:

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

A. That I am the record owner of the property described on the attached, and I grant my permission to JUB Engineers, Inc. 250 S Beechwood Ave, Suite 201, Boise, ID 83709
Name Address
to submit the accompanying application pertaining to that property.

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

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

Dated this 2 day of January, 2020
Susan Stanely
Signature

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

Greta Skorpalski
Notary Public for Idaho

Residing at: Meridian, ID

My commission expires: 12.12.24



ADA COUNTY RECORDER Christopher D. Rich BOISE IDAHO Pgs=5 CHE FOWLER PIONEER TITLE COMPANY OF ADA COUNTY	2017-058573 06/27/2017 02:32 PM \$22.00
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ELECTRONICALLY RECORDED - DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT.

AFTER RECORDING, RETURN TO:
Toll ID I LLC
250 Gibraltar Road
Horsham, PA 19044

GRANT DEED

For value received, **KUNA HILL DEVELOPMENT LLC**, an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell and convey to **TOLL ID I LLC**, an Idaho limited liability company ("Grantee"), whose address is c/o Toll Bros., Inc., 250 Gibraltar Road, Horsham, Pennsylvania 19044, the following described property situated in Ada County, Idaho:

See **Exhibit A** attached hereto and incorporated herein.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or otherwise appertaining, and all estate, right, title and interest in and to the said property.

TO HAVE AND TO HOLD said property unto Grantee and Grantee's heirs, successors and assigns forever. And Grantor does hereby covenant to and with Grantee that Grantor is the owner in fee simple of said property.

SUBJECT TO the matters set forth on **Exhibit B** attached hereto and incorporated herein.

In witness whereof, Grantor has executed this Grant Deed this 26 day of June, 2017.

{signature page follows}

**DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
WINFIELD SPRINGS SUBDIVISION**

TOLL IDI, LLC
COLEMAN HOMES
3103 W SHERYL DRIVE, SUITE 100
MERIDIAN, IDAHO 83642
TELEPHONE: (208) 424-0020
FAX: (208) 424-0030
WWW.MYCOLEMANHOME.COM

WELCOME!

Welcome to Winfield Springs Community!

We are pleased that you have decided to become a member of our Community. The following document is the Declaration of Covenants, Conditions and Restrictions for the Community. The purpose of the Declaration is to ensure quality development and proper use of the Community; to protect the owner of each lot against undesirable development or use of surrounding parcels which may diminish the value of the Owner's Lot; to encourage the erection of attractive improvements at appropriate locations; to assure adequate free spaces between structures; to provide for well-maintained and unifying landscaping; and to enhance and protect the value, desirability and attractiveness of the development.

A few of the important details set forth in this Declaration include:

- Rules for Voting and Governance by Bellano Creek Homeowners Association, Inc.
- Architectural Review Standards and Requirements
- Use Restrictions
- Appearance and Maintenance Requirements
- Common Area Limitations
- Assessments and Budgets

Please note that this Declaration is the primary governing document for the Community. Please read it carefully. We make no representations of any kind, express or implied, through any agent, realtor, employee or otherwise, except as set forth in this Declaration. We expressly disclaim any and all other representations, warranties, statements or information not set forth herein.

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CONDITIONS AND RESTRICTIONS FOR -i-
WINFIELD SPRINGS SUBDIVISION

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BELLANO CREEK SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions for Bellano Creek Subdivision (this "**Declaration**") has been adopted as of November 12, 2013. Capitalized terms not otherwise defined in the text hereof are defined in Article 11.

RECITALS

WHEREAS, the Property subject to this Declaration (the "**Property**") is all real property (other than real property dedicated to the public) that is the subject of the Plat of Isola Creek Subdivision No. 1 filed in Book 106 of Plats at Pages 14538 through 14539 as Instrument No. 113124071 in the office of the Recorder of Ada County, Idaho ("**Phase 1 Plat**"), which is incorporated herein by reference.

WHEREAS, this Declaration sets forth a set of the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "**Restrictions**") that will apply to the Property, which Restrictions are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property and to ensure a well-integrated, high quality development.

NOW, THEREFORE, the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms and Restrictions set forth herein shall run with the land constituting the Property, and with each estate therein, and shall be binding upon any Person having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, each Person or Owner having or holding an interest in the Property and such Person's or Owner's successors in interest, and may be enforced by Grantor, any Owner or Owner's successors in interest, any Person having or holding an interest in the Property or such Person's successors in interest, or by the Association.

**ARTICLE 1 GOVERNANCE AND ADMINISTRATION:
ASSOCIATION**

1.1 Organization of Association. The Association shall be charged with the duties and invested with the powers prescribed by law and set forth in the Project Documents. Neither

the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Each Owner shall abide by and benefit from the provisions, covenants, conditions and restrictions contained in the Project Documents.

1.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association, and no Owner shall have more than one membership per Lot in the Association. Memberships in the Association shall be appurtenant to, and may not be separated from ownership of a Lot. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of an Owner's title to a Lot and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

1.3 Membership Voting. The Association will have two (2) classes of memberships:

1.3.1 Class A Members. Class A Members shall be the Owners of Lots, excluding Grantor for so long as Grantor is the Class B Member. Following the Class B Member Termination Date (defined below), at all meetings of the Association each Class A Member will be entitled to one (1) vote for each Lot owned by such Member. Upon the Class B Member Termination Date, to the extent Grantor owns a Lot, Grantor shall become a Class A Member and shall be entitled to one (1) vote for each Lot owned by Grantor.

1.3.2 Class B Member. Grantor, by and through Grantor's designated representative, shall be the Class B Member, and shall be the sole voting member of the Association entitled to vote the collective voting power of all Lots until the Class B Member Termination Date. The Class B Member shall be entitled to one (1) vote for each Lot, whether or not such Lot is owned by the Class B Member. The Class B Member shall cease to be a voting Member in the Association upon the date ("**Class B Member Termination Date**") that is the earlier to occur of the following: (i) the date upon which Grantor no longer owns any Lot; (ii) the date Grantor informs the Board in writing that Grantor no longer wishes to exercise its rights as the Class B Member, or (iii) September 1, 2023.

1.4 Board of Directors and Officers. The Board of Directors and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws shall carry out all of the powers and duties of the Association as set forth herein and in the Articles and Bylaws of the Association and shall be selected as follows:

1.4.1 Selection of Board Prior to Class B Member Termination Date. Until the Class B Member Termination Date, the Board shall consist of not less than three (3) members of the Board ("**Directors**") nor more than seven (7) Directors, all appointed by the Class B Member in the Class B Member's discretion. The Class B Member shall have the right and authority to remove and replace any Director, with or without cause, in the Class B Member's discretion. The Class B Member shall have the right to voluntarily

terminate its right to appoint Directors and to fill vacancies pursuant to this Section. Directors appointed by the Class B Member need not be Members.

1.4.2 Selection of Board after Class B Member Termination Date. Subsequent to the Class B Member Termination Date, the Board shall be comprised of Directors selected by the Members as provided for in the Bylaws.

1.4.3 Vacancies on the Board. Vacancies on the Board occurring prior to the Class B Member Termination Date shall be filled by the Class B Member. Thereafter, vacancies on the Board occurring between meetings of the Members may be filled by the majority vote of the remaining Directors then sitting on the Board. Upon an annual meeting or a special meeting called for the purpose of filling the vacancy, the Members shall designate a new Director to fill the vacancy on the Board.

1.5 Power and Duties of the Association.

1.5.1 Powers. The Association shall have all the powers of a profit or non-profit corporation organized under the applicable provisions of the Idaho Code, or the powers of any other entity chosen by Grantor, as those powers are set forth in the applicable sections of the Idaho Code and the Project Documents, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Project Documents. The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under the Project Documents, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper ownership, management and operation of the Common Area and the Association's other assets, and the performance of the other responsibilities herein assigned, including, by way of illustration and not limitation:

1.5.1.1 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Project Documents, and to enforce by injunction or otherwise, all provisions hereof.

1.5.1.2 Delegation of Powers. The authority to delegate all or any portion of its powers and duties to committees, officers, employees or to any Person to act as manager, and to contract with the Association for the maintenance, repair, replacement and operation of any Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated. All contracts for management of any Common Area shall be for a term not exceeding one (1) year, and shall be subject to review by the Board upon termination of the Class B membership.

1.5.1.3 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems

reasonable and appropriate, including but not limited to rules and regulations regarding the use of the Common Area and such other rules and regulations that the Association deems reasonable and appropriate. Any Association Rules shall apply equally to all Owners. A copy of the Association Rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event such Association Rules are inconsistent with or less restrictive than any other provisions of this Declaration, the Articles, Bylaws, and/or Architectural Design Guidelines, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles, Bylaws, or Architectural Design Guidelines to the extent, but only to the extent of any such inconsistency.

1.5.1.4 Improvements. The authority to own, maintain, repair, replace and operate any Improvements, including but not limited to landscaping islands, bridges, bridge facades, street lights, any Association club house, pump or lift stations, median strips, sidewalks and pathways located within any public right-of-way or Common Area within the Property, and planter strips on Lots between sidewalks or pathways and the roads running adjacent to such Lots. The Association shall also have the power to own, maintain, repair, replace and operate any of the above specified Improvements, or similar Improvements, located within a Lot or within any other portion of the Property. The Association shall also have the authority and power to take corrective actions regarding Improvements located on any portion of the Property to bring such Improvements into compliance with all applicable laws and the provisions of the Project Documents.

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

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

1.5.1.6.1 Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services;

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

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

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-five (25) years after the death of the individuals executing this Declaration on behalf of Grantor.

1.5.1.7 Other. Such other and further powers as the Association Board deems reasonable and appropriate, it being the intent of the undersigned that the Association have broad power and authority consistent with the Project Documents and applicable law.

1.5.2 Duties. In addition to duties necessary and proper to carry out the powers delegated to the Association by the Project Documents, without limiting the generality thereof, the Association or its agents, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

1.5.2.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, with the Improvements constructed thereon, including the repair and replacement of property damaged or destroyed by casualty loss, including but not limited any signs placed at the entrances to or otherwise in the vicinity of the Property. The Association shall, at Grantor's discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association;

1.5.2.2 Operation and Maintenance of Storm Drainage Facilities. Operate and maintain or otherwise provide for the operation and maintenance of all public and other storm drainage facilities, including but not limited to drainage pipes and

collection ponds located on and through the Lots or Common Area and the repair and replacement of property damaged or destroyed by casualty loss;

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

1.5.2.4 Maintenance of Berms, Retaining Walls and Fences. Maintain any berms, retaining walls, fences and water amenities within and abutting any Common Area. The Association shall also be responsible for maintaining or repairing the exterior surface of any fences abutting any Common Areas. For the purposes of this Declaration exterior surface shall be deemed the surface facing the Common Area or public right-of-way. If any repairs or replacements will affect the external appearance of such fences, the Association shall be responsible for such repairs or replacements. Costs of repair, replacement and maintenance of such fences shall be passed on to Owners as a Regular Assessment except for any repair or replacement made necessary as a result of the negligence or willful conduct of an Owner, which shall be the obligation of that Owner;

1.5.2.5 Improvements. Maintain, improve, operate, repair and replace any facilities and Improvements, including but not limited to drainage systems or facilities, street lights, bridge facades, pathways, sidewalks, planter strips, landscape islands or median strips, and landscaping or landscaping improvements, which the Association is obligated, or otherwise deems advisable, to maintain, operate, repair and replace, pursuant to this Declaration, Project Documents, any Plat, license, easement, agreement or applicable governmental approvals;

1.5.2.6 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area or against the Property, the Association and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association; provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state and/or local taxes, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation;

1.5.2.7 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area, and to own and/or manage for the benefit of the Owners all water rights and rights to receive water

held by the Association, whether such rights are evidenced by license, permit, claim, decree, stock ownership or otherwise;

1.5.2.8 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, and to the extent possible to obtain, including, without limitation the following policies of insurance:

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

1.5.2.8.2 Comprehensive public liability insurance insuring the Board, the Association, Grantor and the individual grantees, tenants, agents and employees, invitees and guests of each of the foregoing against any liability incident to the ownership and/or use of the Common Area. Limits on liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars (\$1,000,000) per occurrence with respect to property damage;

1.5.2.8.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000);

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

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

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

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

1.5.2.10 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Project Documents and any and all applicable laws, ordinances, rules and regulations.

1.6 Meetings of the Association. The Association shall hold an annual meeting and special meetings all as provided for in the Bylaws.

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

1.7.1 A pro forma operating statement or budget representing the Association for each fiscal year shall be made available for distribution not less than sixty (60) days after the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable.

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

1.8 Manager. The Association may employ or contract for the services of a professional manager or management company ("**Manager**"), provided that no such employment or contract shall have a term of more than one (1) year, and each such contract shall be subject to cancellation by the Association with or without cause and without payment of a termination fee; provided thirty (30) days or more prior written notice is provided. The Manager so employed or contracted with shall not have the authority to make expenditures chargeable against the Association except upon specific prior written approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by such Manager of any such duty, power or function so delegated by or on behalf of the Board. The Association may contract with Grantor or any affiliate of Grantor to act as Manager pursuant to the terms of this Section 1.8.

1.9 Personal Liability; Indemnification. No member of the Board, or member of any committee of the Association, or any officer of the Association, or Grantor, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the Manager, if any, or any officer, committee or other representative or employee of the Association, Grantor or the Committee, provided that such

Person, upon the basis of such information as may be possessed by such Person, has acted in good faith without willful or intentional misconduct.

The Association shall defend, indemnify and hold harmless Grantor against and from any and all actions, causes of action, judgments, damages, liability, costs, attorneys' fees, expenses or compensation of any kind whatsoever, and from any other claim of any nature, known or unknown, raised or not, contingent or mature, that may be brought against Grantor and arise out of or are in any way connected with the Property, the Association, the Board or the Committee.

ARTICLE 2 GOVERNANCE AND ADMINISTRATION: ARCHITECTURAL REVIEW COMMITTEE

2.1 Creation; Grantor's Right of Appointment. At its discretion, the Board shall appoint no less than three (3) and no more than five (5) individuals to serve on an architectural review committee (the "**Architectural Review Committee**" or "**Committee**"). Until such individuals are appointed, the Board shall serve as the Architectural Review Committee. If a vacancy on the Committee occurs and a permanent replacement has not yet been appointed, the Board may appoint an acting Member to serve for a specified temporary period not to exceed one (1) year. A member of the Committee need not be an Owner. The Board shall have the exclusive right to appoint, remove and replace all members of the Committee; members of the Committee may be removed immediately at any time without cause. The Committee shall review, study and either approve or reject the proposed Improvements on the Property, all in compliance with the Declaration and the Architectural Design Guidelines. Except as otherwise set forth herein, any action or decision made by a majority of the Committee shall be the binding decision of the entire Committee. The Committee is authorized to retain the services of one or more consulting architects, landscape architects, engineers, designers and other consultants to advise and assist the Committee on a single project, on a number of projects or on a continuing basis. The actions of the Committee in the exercise of its discretion by its approval or disapproval of the proposed Improvements on the Property, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

2.2 Improvements Generally. No Improvements on any portion of the Property shall be constructed, reconstructed, placed on or removed from the Property without prior written consent of the Committee, and without being in compliance with the Project Documents and the Architectural Design Guidelines. The Architectural Design Guidelines shall be developed and used by the Committee to ensure that all Improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location on the Building Envelope, height, grade and finish ground elevation, natural conditions, landscaping and all aesthetic considerations, including guidelines designed to protect the special qualities of the Property, and to encourage creative design, by providing general architectural, design and construction guidelines (including Building Envelope guidelines), landscape guidelines (including a description of existing, natural conditions and vegetation), submittal and review procedures, and fees and charges for review. The Architectural Design Guidelines shall be drafted to conform to this Declaration, the Articles and Bylaws, and must be approved by the Board prior to implementation. In the event of a conflict between the Architectural Design

Guidelines and this Declaration, the Articles and the Bylaws, this Declaration, the Articles or Bylaws, as the case may be, shall govern. The content of the Architectural Design Guidelines may be modified and amended from time to time as provided in the Architectural Design Guidelines, and in all events can be modified and changed by a majority vote of the Board.

2.3 Expenses. All expenses of the Committee shall be paid by the Association. The Committee shall have the right to charge reasonable fees for applications submitted to it for review, in amounts which may be established by the Committee from time to time, and such fees shall be collected by the Committee and remitted to the Association to help defray the expenses of the Committee's operation, including reasonable payment to each member of the Committee for their services as provided herein. The Committee fees may also be increased from time to time as necessary to reflect increases in the cost of the Committee's performance of its duties and responsibilities under this Section. Each Owner, by submitting a design review application to the Committee, agrees to pay any additional reasonable fees based on costs incurred by the Committee in retaining consultants for the review and approval of the Owner's application(s).

2.4 Non-Liability of Committee Members. Approval by the Committee does not assure approval of the Improvements by any appropriate governmental or quasi-governmental agency, board or commission. Neither the Committee nor any of its members shall be responsible or liable to any Association or to any Person, Owner or Grantor with respect to any loss, liability, claim or expense which may arise by reason of any approval or denial of any Improvements. Neither the Board, Committee or any agent thereof nor Grantor or any of its partners, employees, agents or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved, nor for any structural or other defects in any work done according to such plans and specifications. In any and all events, the Committee shall be defended, indemnified and held harmless by the Association in any such suit or proceeding which may arise by reason of the Committee's decision. The Association, however, shall not be obligated to defend, indemnify and hold harmless any member of the Committee to the extent any such member of the Committee shall be adjudged (after exhausting any appeal rights) to be liable for willful misconduct or bad faith in the performance of such member's duty as a member of the Committee, unless and only to the extent that the court in which such action or suit may be brought shall determine that, despite the adjudication of liability, but in view of all circumstances of the case, such member is fairly and reasonably entitled to indemnification and defense for such expense if such court shall deem it proper.

2.5 Variances. The Committee may authorize variances from compliance with any of the Architectural Design Guidelines, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and must be signed by at least three (3) members of the Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or the Architectural Design Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the Architectural Design Guidelines for any purpose except as to the particular property and particular provision

hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of the Property, including but not limited to zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority.

ARTICLE 3 ASSESSMENTS

3.1 Covenant to Pay Assessments. By acceptance of a deed to any Lot, each Owner of such Lot thereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable Project Document.

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

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

3.2 Uniform Rate of Assessment. All Assessments must be fixed at a uniform rate for each type of Lot, but the basis and rate of Assessments for each type of use may be varied. Lots shall be assessed on the basis appropriate for each type of use, as determined by the Board from time to time.

3.3 Initial Set-Up Assessment; Transfer Assessments. Upon conveyance of a Lot from Grantor to an Owner, other than an affiliate of Grantor, Grantor shall pay an "Initial Set-Up Assessment" of Two Hundred Fifty and No/100ths Dollars (\$250.00) to the Association at the closing of such conveyance. Upon any subsequent sale, conveyance or other transfer of a Lot, the acquiring Owner shall pay a "Transfer Assessment" of Two Hundred Fifty and No/100ths Dollars (\$250.00) to the Association at the closing such acquisition. The Association may waive the Transfer Assessment where the sale, conveyance or other transfer is (a) conveyance of a Lot between co-Owners of such Lot (i.e., co-tenant owners or community property owners), (b) from an Owner to a trust in which the transferring Owner is the current income beneficiary, (c) from an Owner to an entity wholly owned by the transferring Owner. The amount of the Initial Set-Up Assessment and the Transfer Assessment may be adjusted by the Board from time to time.

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

3.4.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including but not limited to the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area, including all Improvements located on such areas owned and/or managed and maintained by the Associations (the "**Operating Expenses**"), and an amount allocated to an adequate reserve fund to be used for repair, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Associations that must be replaced and maintained on a regular basis (the "**Repair Expenses**"). The Operating Expenses and the Repair Expenses, and any other expenses necessary to acquire all assets and services and to otherwise carry out the powers, duties and responsibilities of an Association, are collectively referred to herein as the "**Expenses.**"

3.4.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis as provided for in the Bylaws.

3.4.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Project Documents, payment of Regular Assessments to an Association in monthly, quarterly, semi-annual or annual installments. Regardless of the installment schedule adopted by the Board, the Board may bill for Assessments monthly, quarterly, semi-annually or annually, at its discretion. Each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Lots attributable to the Owner by the total number of Lots in the Property.

3.5 Special Assessments.

3.5.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, improvement, protection, maintenance, repair, management and operation of Improvements upon the Common Area, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

3.5.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments.

3.6 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Member

and/or such Member's Lot as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Lot or Improvements into compliance with the provisions of the Project Documents, for damage caused by the Member, or any member of the Member's family, representatives or invitees, to any Common Area or any other portion of the Property, for the operation, maintenance, repair and replacement of the Common Driveway Lots, or for otherwise providing any goods or services benefiting less than all Members or such Members' Lots.

3.7 Assessment Period. Unless otherwise provided in the Project Documents, the Assessment period shall be determined by the Board. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal installments or in a single payment due at closing on the sale of a Lot, at the discretion of the Board.

3.8 Notice and Assessment Due Date. Except with regard to the Initial Assessment, thirty (30) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Lot subject thereto, and to any Person in possession of such Lot by the Association. The Association shall determine if payments for all Assessments shall be due monthly, quarterly, semi-annually or annually. The Assessment installment schedule shall be the same for all Association Assessments. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There may accrue, at the Board's discretion, with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days may accrue, at the Board's discretion, interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may be exempt from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Lot.

3.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in the Project Documents, written notice of any meeting called for the purpose of levying a Special Assessment by the Association, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members and to any Person in possession of a Lot not less than fifteen (15) days nor more than thirty (30) days before such meeting. Quorum requirements shall be as provided for in the Bylaws.

ARTICLE 4 ENFORCEMENT OF ASSESSMENTS; LIENS

4.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Lot, upon becoming an Owner of such Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys' fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

4.2 Assessment Liens.

4.2.1 Creation. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against such Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Lots upon recordation of a claim of lien with the Ada County Recorder's Office. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Lot and Assessments on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

4.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the Ada County Recorder's Office a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of preparing and recording such notice, but subtracting therefrom any credits and offsets, if any), a sufficient description of the Lot(s) against which the same have been assessed, the name of the record Owner thereof and the name of the Association. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

4.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court.

4.4 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Lot shall not be subordinate to the lien of any Mortgage except the lien of a First Mortgage given and made in good faith and for value that is of record as an encumbrance against such Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Article 4, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

4.5 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no Amendment of this Declaration shall operate to defeat the rights of the beneficiary under any deed of trust or a mortgagee under any mortgage upon a Lot made in good faith and for value, and recorded prior to the recordation of such Amendment, provided that after the foreclosure of any such deed of trust or mortgage such Lot shall remain subject to this Declaration as amended.

4.6 Non-Exclusive Remedies. The remedies set forth in this Article or elsewhere in this Declaration shall not be deemed to be exclusive remedies, and the Association may pursue all other remedies available at law or in equity.

ARTICLE 5 RIGHTS TO COMMON AREAS

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

5.1.1 The right of the Association to levy and increase Assessments for the construction, protection, maintenance, repair, management and operation of Improvements on the Common Area, including the right to Special Assessments;

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

5.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility or other Person for such purposes and subject to such conditions as may be permitted by the Project Documents; provided however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by at least two-thirds (2/3) of the Class A and Class B Members has been recorded;

5.1.4 The right of the Association to prohibit the construction of Improvements on all Common Areas;

5.1.5 Common Areas may be used by the Public as established from time to time by Grantor on any portion of the Property by specifically describing such area as an area for Public Use on a recorded Plat, by granting or reserving it in a deed or other instrument or by designating it as such in this Declaration;

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

5.2 Delegation of Right to Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment to the Common Area to the members of such Owner's family residing within the Owner's residence and/or to such Owner's contract purchasers who reside on such Owner's Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Common Area to the general public, and such delegation to the general public shall be for a fee set by Grantor or the Association.

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

5.4 Association's Responsibility. The Association shall maintain and keep the Common Area in good repair, such maintenance to be funded as provided in this Declaration. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, fencing installed by Grantor along exterior portions of the Property and other Improvements situated within the Common Area.

5.5 No Warranty for Improvements. Grantor makes no warranty, guarantee or undertaking, express or implied, oral or written, with respect to Common Area or the construction thereof. All warranties, guarantees and undertakings are hereby expressly disclaimed, including but not limited to the implied warranties of habitability, merchantability and fitness for a particular purpose.

ARTICLE 6 STANDARDS, REQUIREMENTS AND RESTRICTIONS

6.1 Improvements – Generally. All Improvements shall be designed, constructed and used in such a manner as to promote compatibility between the types of uses contemplated by this Declaration. Specific design and construction guidelines are contained in the Architectural

10.8 Membership Register. Grantor may copy the membership register for the purposes of solicitation of or direct mailing to any Member.

10.9 Declaration Amendment. Except as provided in Section 10.10, until the recordation of the next deed from Grantor for a Lot, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to or terminated (each, an “**Amendment**”) by Grantor by recordation of a written instrument setting forth such Amendment. In addition, Grantor, regardless of whether it has conveyed any Lot(s) to an Owner, shall have the exclusive right, power and authority to add to and/or amend this Declaration or any of the Project Documents, at any time and at its sole discretion, to comply with any and all requirements and conditions of the Federal National Mortgage Association (“**FNMA**”), the Government National Mortgage Association (“**GNMA**”), the Federal Housing Administration (“**FHA**”), the Veterans Administration (“**VA**”) and the Federal Home Loan Mortgage Corporation (“**FHLMC**”).

10.10 Mortgage Protection. Notwithstanding any other provision of this Declaration, no Amendment of this Declaration or any supplement hereto shall operate to defeat or render invalid the rights of the beneficiary or mortgagee under any First Mortgage upon a Lot made in good faith and for value, and recorded prior to the recordation of such Amendment, provided that after foreclosure of any such First Mortgage, such Lot shall remain subject to this Declaration, as amended and/or supplemented. In order to induce the FHLMC, GNMA, FHA, VA and FNMA to participate in the financing of the sale of Lots, any provisions hereof or of the Association’s Articles of Incorporation and/or Bylaws, which conflict with or are not adequate to meet the requirements of FHLMC, GNMA, FHA, VA and FNMA, may be amended and supplemented by Grantor, in its sole discretion and without needing to obtain any approvals or consents, to meet such requirements.

In addition to the foregoing, Grantor may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of FHLMC, GNMA, FHA, VA and FNMA, or any similar entity, so as to allow the purchase, guaranty or insurance, as the case may be, by such entities of First Mortgages encumbering Lots with residences thereon. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential Mortgage borrowers and potential sellers of their Lots, if such agencies approve the Property as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time. Beneficiaries or mortgagees under a Mortgage are hereby authorized to furnish information to Grantor concerning the status of any Mortgage encumbering a Lot.

10.11 Annexation. Grantor may annex additional lands into the Property by recording a supplement to this Declaration declaring such additional lands to be part of the Property and subject to this Declaration. Grantor may exercise the foregoing annexation rights at any time and from time to time without the approval of any Owner or the Association. The supplement to this Declaration may set forth additional or different covenants and restrictions applicable to the annexed lands, as Grantor may deem appropriate, and may delete or modify as to the annexed lands such covenants or restrictions as are contained herein which Grantor deems not appropriate for the annexed lands, so long as the quality of Property is not materially adversely affected. The

Each Owner by acceptance of a deed to any Lot or other portion of the Property agrees that such Owner shall not object to or oppose any development of any portion of the Property or other property owned by Grantor and annexed to the Property. Such agreement not to oppose development is a material consideration to the conveyance of any portion of the Property by Grantor to any and all Owners.

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

10.2 Rights Incident to Construction. Grantor, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements on the Property owned by Grantor; provided, however, that no such rights shall be exercised by Grantor in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot by that Owner or such Owner's family, tenants, employees, guests or invitees.

10.3 Water Rights Appurtenant to Subdivision Lands. Grantor hereby reserves unto itself any and all water rights appurtenant to the Property, and Owners of any and all Lots accordingly shall have no right, title or interest in any of said water or water rights.

10.4 Exemption for Architectural Review. Any and all Improvements constructed by Grantor on or to the Property are not subject to review and approval by the Committee. Lots owned by Grantor may remain in an unimproved condition.

10.5 Construction and Temporary Structures. Grantor or its authorized agents, to facilitate Lot sales, may place a temporary sales office or construction trailer of a portable nature upon any Lot.

10.6 Signs. Grantor is entitled to place signs of such size, design and number, as Grantor may deem appropriate, to identify the project and display related information pertaining thereto, and to advertise Lots for sale, on any portion of the Property.

10.7 Regular Assessments. For two (2) years following the date assessments are first assessed against the Owners of Lots, Grantor shall not be assessed any Regular Assessments for any Lots owned by Grantor. However, during such two (2) year period, Grantor shall pay an amount equal to the Operating Expenses shortfall of the Association (the "**Shortfall Payment**"), which Shortfall Payment shall be the lesser of (i) the actual Operating Expenses Shortfall, or (ii) the Regular Assessments that Grantor would otherwise be assessed as an Owner of a Lot multiplied by the total number of Lots owned by Grantor on the date Regular Assessments are assessed against the Owners of Lots. After the foregoing two (2) year period, Grantor shall be assessed Regular Assessments for each Lot of which Grantor is an Owner.

8.4 hereof shall be subject only to the standard of review for the vacation of awards pursuant to Idaho Uniform Arbitration Act.

ARTICLE 9 INSPECTION OF ASSOCIATION BOOKS AND RECORDS

9.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the board and committees of the Association shall be made available for inspection and copying by any Member, or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board shall prescribe. No Member or any other Person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member.

9.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to (1) notice to be given to the custodians of the records by the Persons desiring to make the inspection; (2) hours and days of the week when such an inspection may be made; and (3) payment of the cost of reproducing copies of documents requested pursuant to this Article 9.

9.3 Director's Rights of Inspection. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

ARTICLE 10 GRANTOR RIGHTS

10.1 Right of Development. Nothing contained in this Declaration shall limit the right of Grantor to grant licenses, to reserve rights-of-ways and easements for utility companies, public agencies or others, to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, to alter the foregoing and its construction plans and designs or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales, lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Lot by a purchaser to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies or to others as may from time to time be reasonably necessary for the proper development and disposal of the Property. Grantor may use any structures owned or controlled by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Association or Committee approval of any Improvement constructed or placed by Grantor, or its affiliated entities, on any portion of the Property. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest, in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Ada County Recorder's Office.

the Board declines to accept a Claim or any part thereof for resolution, the parties thereto may then pursue any lawful rights or remedies related thereto.

8.5 Mediation. If the Board orders mediation, the Board shall appoint a mediator who shall set the time, place and rules of the mediation. Each party subject to this Article 8 ordered by the Board to participate in the mediation shall do so in good faith. The mediator shall endeavor to hold the mediation at a mutually convenient time and location; provided, however, the mediator shall endeavor to complete the mediation within twenty-one days after the order for mediation. The parties shall share the mediator's fees equally. If any Owner fails to pay its share of the mediator's fees when due, the Board may pay such Owner's share, which shall be a Limited Assessment against such Owner. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof, and any party to a settlement agreement may seek judicial enforcement thereof at anytime. The mediator shall report the result of the mediation to the Board. If mediation fails to fully resolve a Claim, the Board may order arbitration of any unresolved part of such Claim in accordance with Section 8.6 hereof.

8.6 Arbitration. If the Board orders arbitration, the Board shall appoint an arbitrator who shall set the time, place, schedule and rules of the arbitration. The arbitrator may be any judge or attorney. Each party subject to this Article 8 ordered by the Board to participate in the arbitration shall do so in good faith and shall be bound by the result thereof. The arbitrator may, in its discretion, order parties to produce documents relevant to the dispute but may not order written discovery or depositions. The arbitrator shall endeavor to hold the arbitration at mutually convenient times and locations; provided, however, the arbitrator shall endeavor to complete the arbitration within forty-five days after the order for arbitration. The parties shall bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees and attorneys' fees against a party if the arbitrator determines such party pursued a Claim or defense without good faith or without substantial foundation in fact or law. If any Owner fails to pay its share of the arbitrator's fees (but not any arbitrator's award) when due, the Board may pay such Owner's share, which shall be a Limited Assessment against such Owner. Except as otherwise provided herein, the arbitration shall be conducted in accordance with the Idaho Uniform Arbitration Act, Idaho Code § 7-901 et seq. The arbitrator's award shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof, and any beneficiary of a judgment may seek judicial enforcement thereof at any time. If a legal or equitable proceeding is instituted to enforce an arbitrator's award, the prevailing party to such proceeding shall be entitled to recover attorneys' fees and costs.

8.7 Exemptions. This Article 8 shall not apply to (1) any legal action instituted in the Small Claims Division of the Fourth District Court in Ada County (commonly known as "Small Claims Court"), (2) any Claim that would otherwise be barred by the statute of limitations, (3) any suit by Grantor or the Association to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo, or (4) any Claim that does not relate such Owner's rights, responsibilities or obligations under the Project Documents; provided, however, the Board's decision to accept or reject a Claim (or part thereof) for resolution pursuant to Section

whether in contract, tort or otherwise (a “**Claim**”) between such Owner and the Grantor, the Association (or any member of the Board), the Committee (or any member thereof) and/or another Owner shall be subject to alternative dispute resolution pursuant to this Article 8 if such Claim relates to such Owner’s rights, responsibilities or obligations under the Project Documents. The Grantor (until the Class B Termination Date), the Association, the members of the Board, the Committee and the members thereof agree to be bound by the provisions of this Article 8.

8.2 Initial Discussions. Each Owner shall first attempt to resolve any Claim by raising the issues of concern with the other parties to the Claim and engaging in direct discussions to resolve the issues. Most Claims can be resolved through direct discussions if the parties engage in the discussions with openness and good faith. Keep calm, avoid personal attacks, seriously consider the other parties’ perspective, avoid escalating the dispute and try to reach a compromise. Assume that the other Person is acting in good faith unless you have clear evidence to the contrary.

8.3 Notice of Claim. If the Owner is unable to reach a satisfactory resolution of such Claim within a reasonable time, the Owner shall, as a condition precedent to filing any legal or equitable proceeding related thereto, deliver a demand for alternative dispute resolution pursuant to this Article 8 by written notice to the other parties to the Claim and to the Board. Such notice shall identify (a) the nature of the Claim, (b) the parties involved and each identified party’s role in the Claim, (c) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises), and (d) the claimant’s proposed remedy. The demand shall be served on the other parties to the Claim and the Board by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the demand is served actual notice of the demand. The Owner shall continue to diligently honor its obligations under the Project Documents pending the final resolution of any Claim. If an Owner files a legal or equitable proceeding before complying with this Article 8, any other party to such proceeding shall have the right to have such legal or equitable proceeding stayed pending such party’s referral of the Claim to the Board and completion of the procedures set forth in this Article 8.

8.4 Board Review of Claim. Upon receipt of a Claim, the Board will timely review the Claim and take one or more of the following actions by written notice to the parties thereto: (1) request additional supporting data from the claimant or a response with supporting data from another party, (2) accept all or any part Claim for resolution and order mandatory mediation in accordance with Section 8.5 hereof, (3) accept all or any part Claim for resolution and order mandatory, binding arbitration in accordance with Section 8.6 hereof, (4) suggest a compromise, (5) decline to accept all or any part of the Claim for resolution because the Board concludes, it is sole discretion, that the Claim or portion thereof does not relate such Owner’s rights, responsibilities or obligations under the Project Documents, or (6) decline to accept all or any part of the Claim for resolution because the Board concludes, it is sole discretion, that the Claim or portion thereof is not appropriate for resolution pursuant to this Article 8. If the Board requests an Owner to respond to a Claim or to furnish additional supporting data, such Owner shall respond within ten days after receipt of such request. Upon receipt of the response or supporting data, if any, the Board will act as set forth in the first sentence of this Section 8.4. If

7.9 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair, replacement or maintenance of any Improvement or utility connections, or with respect to the sharing of the cost therefor, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board, which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

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

7.11 Easements Deemed Created. All conveyances of Lots made after the date of the recording of the Declaration, as amended and supplemented from time to time whether by Grantor or otherwise, shall be construed to grant and reserve the easements contained in this Article 7, even though no specific reference to such easements or to this Article 7 appears in the instrument for such conveyance.

7.12 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or Persons to enter upon the Property in the proper performance of their duties.

7.13 Maintenance Easement. An easement is hereby reserved to Grantor, which may be assigned by Grantor to the Association, and any member of the Board or manager, if any, and its respective officers, agents, employees and assigns, upon, across, over, in and under the Lots and a right to make such use of the Lots as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Project Documents, including but not limited to the right to enter upon any Lot for the purpose of performing maintenance to sidewalks, pathways, landscaping, the Drainage System and the exterior of Improvements to such Lot as required by the Project Documents.

ARTICLE 8 ALTERNATIVE DISPUTE RESOLUTION

8.1 Agreement for Alternative Dispute Resolution. Each Owner acknowledges that litigation is expensive, time consuming, frustrating and emotionally draining, and that such Owner would prefer to resolve any dispute such Owner may have with Association, the Committee and/or other Owners without litigation. This Article 8 is designed to provide a convenient, fair, timely and cost effective forum for resolving most disputes at the earliest possible juncture without the expense, delay, frustration and emotional drain of litigation. Therefore, each Owner agrees that any and all claims, disputes or other matters in question,

pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot or Common Area.

7.7 Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Lot in the Property.

The Owners of Lots are hereby restricted and enjoined from constructing or altering any Improvements upon any drainage or utility easement areas as shown on the Plats or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for its intended purpose; provided, however, that the Association, Grantor and any Owner or designated Person having an interest in any landscaping easement described in this Article 7, shall be entitled to install and maintain landscaping on such easement areas, subject to approval by the Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, further, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Lot where Improvements were so damaged, or in the event the easement area where Improvements were so damaged is located in a Common Area, the Association shall be responsible for the damage sustained and may impose a Special or Limited Assessment therefor.

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

7.8.1 Access for Single Owners. Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Lots owned by an Owner other than the Owner of the Lot served by the connections, the Owner of the Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Lot or to have their agent enter upon any Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary; and

7.8.2 Access for Multiple Owners. Whenever utility house connections are installed within the Property, which connections serve more than one Lot the Owner of each Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Lot.

respect to all or any portion of the Property, including but not limited to any and all portions of the Property subject to regulation by the U.S. Army Corps of Engineers as wetlands areas.

ARTICLE 7 EASEMENTS

7.1 Owner's Easements of Enjoyment. Every Owner shall have a nonexclusive easement for the use and enjoyment of the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the Restrictions set forth in this Declaration, as supplemented and amended from time to time.

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

7.3 Recorded Easements. The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use.

7.4 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto, or as between adjacent Lots, due to the unwillful placement or settling or shifting of the Improvements including but not limited to structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful or bad faith act(s) of an Owner. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments within and over adjoining Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 7.4.

7.5 Maintenance and Use Easement between Walls and Property. Whenever the wall of a structure, a fence, eave or overhang constructed on a Lot pursuant to the Committee's approval is located within three (3) feet of the property line of such Lot, the Owner of such Lot is hereby granted an easement over and on the adjoining Lot (not to exceed three (3) feet from the property line of the Lot) for purposes of maintaining, repairing or replacing such wall, fence, eaves or other overhangs, and the Owner of such adjoining Lot is hereby granted an easement for landscaping purposes over and on the area lying between the property line and such structure or fence so long as such use does not cause damage to the structure or fence.

7.6 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services and for necessary maintenance and repair of any Improvement including but not limited to fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees residing on or temporarily visiting the Property, for

6.19.4 Signs advertising a property for rent are not allowed anywhere on the Property.

6.20 Antennae. All exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be screened by a fence, landscaping or similar structures in accordance with the Architectural Design Guidelines, or as otherwise required to ensure the safety of the residents of the Property, except that screening shall not be required where it would unreasonably delay installation or unreasonably increase the cost of installation, maintenance or use of the antennae, or preclude the reception of an acceptable quality signal. No antennae may be installed until after an Owner has received Committee approval for construction of residential Improvements on the Owner's Lot.

6.21 No Further Subdivision. No Lot may be further subdivided unless expressly approved in writing by Grantor, so long as Grantor owns a Lot in the Property, and the Board of the Association. Any such further subdivision shall be consistent with all applicable state and local laws, rules, regulations and ordinances.

6.22 Leasing. In order to foster and maintain the stable, residential character of the Property and to preserve the property values of the Owners of Lots within the Property, Grantor desires to have Owners reside in the residential dwellings located on their Lots. Accordingly, no Owner may lease, in whole or part, such Owner's Lot or the residential dwelling located thereon to any Person except as expressly permitted in this Section 6.22. For purposes of this Section 6.22, the term "lease" as applied to a Lot shall be deemed to include, without limitation, any rental, letting, subletting, demising or assignment of any interest, estate or right of use, enjoyment, occupancy or possession of any Lot (or portion thereof) to any Person who is not a member of such Owner's family. For purposes of this Section 6.22, a "member of such Owner's family" shall be defined as any natural person who is related to the Owner by blood, legal marriage or legal adoption. By purchasing a Lot or Lots on the Property, an Owner agrees that the purpose of this Section 6.22 is worthy of protection and that the provisions hereof do not constitute an unreasonable restraint upon the alienation of Owner's Lot(s). Notwithstanding the foregoing, an Owner may lease its entire Lot to a single housekeeping unit so long as such lease is for a term of one (1) year or longer. For purposes of this Section 6.22, a "single housekeeping unit" shall be one individual or two or more individuals living together sharing household responsibilities and activities which may include, sharing expenses, chores, eating evening meals together and participating in recreational activities and having close social, economic and psychological commitments to each other. An Owner who leases a Lot shall be fully responsible for the conduct and activities of such Owner's tenant as if such Owner were the tenant. Any Owner who leases a Lot shall comply with the Fair Housing Act, 42 U.S.C. 21 3601 et. seq., to the extent the same may be applicable to such Owner.

6.23 Compliance with Laws. Subject to the rights of reasonable contest, each Owner and any and all professionals retained by such Owner or any employees, contractors or subcontractors of such professionals, shall promptly comply with the provisions of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations with

across or under a Common Area Lot or an adjacent Lot. The Owner of any Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved by any public agency, or by the Committee, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon. An Owner failing to perform the Owner's obligations under this Section shall be subject to Regular, Special and Limited Assessments provided for herein, as necessary for the Association to perform the Owner's responsibilities herein. Nevertheless, while the Association shall have the authority and power to take corrective actions by performing an Owner's obligations under this Section, the Association shall not have a duty or obligation to take such corrective actions.

6.16 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Lot unless such system is approved by all government authorities having jurisdiction and designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Committee and Grantor (so long as Grantor owns one or more Lots).

6.17 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Lot to the City of Meridian sewer system and pay all charges assessed thereon.

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

6.19 Signs. Except as specifically provided for in writing within the Project Documents, no more than one (1) sign shall be allowed on any Lot at any one time advertising the property for sale or to advertise the property during the course of construction. No sign of any kind shall be displayed to the public view more than six (6) square feet in size and not more than three (3) feet above grade. In addition, signs may also be allowed as follows:

6.19.1 The Association may erect and maintain uniform subdivision identification signs, street signs and other appropriate informational signs upon the Common Area or upon utility easements of a size and design approved by the Committee. No other signs shall be placed or maintained upon the Common Area.

6.19.2 Directional and open house signs may be used during open house time period only.

6.19.3 All lot signs must be removed within thirty (30) days after occupancy.

County (“**Master Easement**”), which Master Easement is incorporated herein by this reference as if set forth in full. The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Idaho Code Section 40-2302. The Master Easement is for the operation and maintenance of the storm water drainage system. The Master Easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Committee and ACHD. For the purposes hereof, “established” drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Committee and/or ACHD, which may include drainage from Common Area over any Lot in the Property.

Storm drainage facilities within the Property shall be located within the ACHD rights-of-way and/or within the Common Area. Maintenance of all the storm drainage facilities within the public rights-of-way shall be the responsibility of ACHD. Surface maintenance (grass, trees, shrubs, etc.) of the storm drainage facilities outside the public rights-of-way (“**Storm Water Park Areas**”) is the responsibility of the Association. All Storm Water Park Areas are subject to ACHD easements, if any, shown on the Plats. The primary purpose of the Storm Water Park Areas is for the management of storm water. All recreation, aesthetic and other uses of such areas are secondary. ACHD has the right to inspect such facilities and, if necessary, perform any required maintenance or repairs. ACHD has the right to assess the Association for the costs of any required maintenance or repairs where the Association has failed to adequately maintain the surface areas that are part of the storm water treatment/detention area(s) within the Property, including the use of liens and/or assessments of maintenance costs against the Lots. The Association shall maintain a “Maintenance and Operation Manual” containing a stamped and approved construction plan for the Property showing the location of all Storm Water Park Areas, a copy of the Plats, engineering drawings showing the detail of each Storm Water Park Area that receives ACHD drainage and stating that the Association shall be responsible for maintaining the same along with plan sheets folded and appended to the manual, a written description of the maintenance required by the Association, an itemized estimate of the annual operating and maintenance costs of the Association and a statement describing the primary purpose of each facility to be used to control storm water. The Maintenance and Operation Manual shall also state that any additions to or improvements within the storm drainage facilities, such as park benches or additional landscaping, should be considered temporary and may be removed when heavy maintenance of the storm drainage facilities is required and that the replacement of those items shall be the financial responsibility of the Association. Any changes or modifications of the Storm Water Park Areas above and beyond the improvements shown on the ACHD approved storm drainage plans for the Property, as set forth in the Maintenance and Operation Manual, shall require the prior approval of ACHD and any other governmental entity having jurisdiction of the Property.

6.15 **Grading.** All Lots within the Property shall be graded so that they drain to the street or streets adjacent to such Lots. Under no circumstances shall any Lot drain onto, over,

6.12 Animals/Pets.

6.12.1 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that Household Pets (defined below) may be kept for an Owner's personal use provided that (a) such Household Pets are not bred or maintained for any commercial purpose; (b) no more than four (4) domesticated dogs or domesticated cats may be kept on a Lot; and (c) any such Household Pets shall be properly restrained and controlled at any time they are within the Property. **"Household Pets"** as permitted hereby shall mean generally recognized household pets, such as domesticated dogs, domesticated cats, fish, birds, rodents and non-poisonous reptiles. Household Pets shall not include livestock, poultry, swine or waterfowl. Notwithstanding the foregoing, Household Pets shall not be kept which unreasonably bother or constitute a nuisance (defined below) to other Owners. As used in this paragraph, "nuisance" shall mean any noisy animal (defined below), any vicious animal, any non-domestic household pet or any animal which damages or destroys property. Excessive, continued or untimely barking, molesting passersby, chasing vehicles, pursuing or attacking other animals, including wildlife, and trespassing upon private property in such a manner as to damage the property shall also be deemed a nuisance. As used in this paragraph, "noisy animal" means any animal which habitually, constantly or frequently disturbs the sleep, peace or quiet of any Person. Owners shall contact Ada County Animal Control regarding noisy animals prior to complaining to the Board about such animals. Any costs associated with responding to complaints of a noisy animal or nuisance pet may be levied against an Owner or Occupant as a Limited Assessment. The Owner of a Property where a Household Pet is kept, as well as the legal owner of the pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of roads or other property necessitated by such pet.

6.13 Construction and Temporary Structures. During the course of construction, no trailer houses or similar mobile units designed for overnight accommodations shall be parked on any street. No trailer, basement, tent, shack, garage, barn or other unattached structure erected on a Lot shall, at any time, be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No building of any kind shall be erected or maintained on a Lot prior to the construction of the Improvements thereon. The construction of Improvements shall be prosecuted diligently and continuously from the time of commencement thereof until such Improvements are fully completed and painted. The construction site shall be cleaned of trash and debris nightly and maintained in a non-nuisance condition.

6.14 Drainage. Ada County Highway District ("**ACHD**") is hereby granted a perpetual blanket storm water, drainage, overflow and retention easement over a portion of the following Lots: Lots 1 and 25, Block 1; Lot 1, Block 5; and portions of Lots 3, 4, 5, 6, 22, 23 and 24, Block 1 and portions of Lots 3, 4, 5, 6 and 7, Block 4, all as shown on the Phase 1 Plat.

All or a portion of said Lots are depicted on the Phase 1 Plat as being servient to the ACHD storm water drainage system pursuant to that certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009 as Instrument No. 109053259 in the official records of Ada

Committee. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property.

6.8.1 **Basketball backboards or posts** shall not be installed without prior approval of the Committee as to materials and positioning. At a minimum, backboards shall be constructed of Plexiglas or acrylic materials and shall be supported by metal posts. Backboards must be perpendicular to and adjacent to the driveway or to the side of the house. Portable basketball stands must have a backboard constructed of Plexiglas or acrylic materials and must not be put on public or Association owned sidewalks and/or streets and must be kept in an upright position.

6.8.2 No major appliances, including without limitation clothes washers, dryers, refrigerators or freezers may be kept, stored or operated on any balcony, patio, porch or other exterior area of any Improvement. Window air-conditioning units are not allowed.

6.8.3 Windows shall be covered only by drapes, shades or shutters and shall not be painted or covered by foil, cardboard, sheets or similar materials.

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

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

6.11 **Vehicles and Equipment.** The use of all vehicles and equipment shall be subject to any of the Project Documents which prohibit or limit the use thereof within the Property. Without limiting the foregoing, the following specific restrictions apply: (1) all on-street parking shall be limited to those specific areas where on-street parking is not expressly prohibited by the governmental or quasi-governmental agencies with responsibility therefor; (2) vehicles shall not extend or otherwise be permitted on or into any sidewalk, bicycle path or pedestrian path unless such vehicle is engaged in an emergency procedure, or as provided elsewhere in the Project Documents; (3) no motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles, Abandoned or Inoperable Vehicles, Oversized Vehicles, dilapidated or unrepaired and unsightly vehicles or similar equipment such as snow removal equipment, garden maintenance equipment and all other unsightly equipment and machinery shall be placed upon any portion of the Property, including but not limited to streets, parking areas and driveways, unless the same are located on a concrete pad and enclosed by a structure concealing them from view in a manner approved by the Committee; (4) to the extent possible, garage doors shall remain closed at all times; and (5) the use of any electronic, gas or other fuel operated gardening, yard or snow removal equipment shall only be allowed from 8:00 a.m. to 9:00 p.m.

conformance with the landscape plan approved by the Committee within thirty (30) days after substantial completion of the primary residential structure, provided however that if placement and planting of landscaping is made impractical by inclement weather, the completion of landscaping may be deferred a reasonable period of time in the discretion of the Committee (but shall be completed no later than the next April 30th following occupancy). All Owners shall install, maintain, repair and replace, in at least the Owner's front yard, a timer-controlled automated irrigation system, which shall be operated in accordance with any rules adopted by the Association. All landscaping plan must comply with the applicable ordinances of the City of Meridian. The rear yard landscaping must be completed within six (6) months of occupancy by Owner; provided however that if placement and planting of landscaping is made impractical by inclement weather, the completion of landscaping may be deferred a reasonable period of time in the discretion of the Committee (but shall be completed no later than the next April 30th following occupancy). The Owner is responsible for landscaping and maintaining the strip of property between any pathway or sidewalk located on the Owner's Lot and the street running adjacent thereto. The Owners understand and agree that the centers of the tree(s), which the Owners shall plant, pursuant to the Architectural Design Guidelines, within the planter strip on their Lots or adjacent to their Lots, between the sidewalk and the streets, shall be four (4) feet from the back of the curb.

6.7 Mailboxes. Any mailbox or mailbox post or structure constructed by Grantor on a Lot for the purpose of providing a receptacle for mail delivered solely to that Lot, shall be deemed the property of the Owner of such Lot. The Owner shall maintain, repair and replace such mailbox, mailbox post or structure in good condition and repair, and of the same quality and design, at such Owner's sole cost and expense. In accordance with Article 2 hereof, an Owner shall obtain prior written approval from the Committee before modifying or replacing such Owner's mailbox or mailbox post, unless the replacement is identical to the original.

6.8 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof or to its occupants or residents. No business or home occupation, no noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity or to its occupants or residents, as determined by the Association, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Committee), flashing lights or search lights shall be located, used or placed on the Property without the prior written approval of the Committee. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant ways, metals, bulk material and scrap shall be kept at all times in such containers and in areas approved by the

6.3.3 Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of the governmental entities having jurisdiction over the Property require setbacks different than those provided herein, the more restrictive shall prevail.

6.3.4 For the purpose of this Section, eaves, steps, chimneys and gutters shall not be considered as a part of residential structure, provided however that this shall not be construed to permit any eaves, steps, chimneys or gutters or any portion of the residential structure to encroach upon any other Lot.

6.4 Fences and Hedges. No fences or walls shall be constructed, erected, installed or maintained on any Lot unless specifically approved by the Committee in writing, in advance of construction, as to location, material, design and color. All fences and hedges must comply with the applicable ordinances of the City of Meridian.

6.5 Exterior Maintenance; Owner's Obligations. All residential structures and accessory structures on each Lot shall be of frame, stone, stucco or brick construction, and if other than stone or brick, shall be finished, painted and maintained in good repair. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner(s) permit any Improvement, including but not limited to trees, landscaping and fencing, which is the responsibility of such Owner(s) to maintain, to fall into disrepair, so as to create a dangerous, unsafe, unsightly or unattractive condition, or so as to damage property or facilities on or adjoining his or her Lot, the Association, upon thirty (30) days' prior written notice to the Owner(s) of such property, shall have the right to correct such condition or damage and to enter upon such Owner's Lot(s) for the purpose of doing so, and such Owner(s) shall promptly reimburse the Association for the cost thereof (or an Owner's share of such costs). Any dispute between neighboring Owners regarding the sharing of such costs shall be resolved in accordance with Section 7.9. The costs incurred pursuant to this Section 6.5 may be treated by the Association as a Limited Assessment and constitute a lien enforceable in the same manner as other Assessments as set forth herein. The Owner(s) of the offending property(ies) shall be personally liable, and such Owner's property(ies) may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or in the event of a dispute between neighboring Owners that is resolved in accordance with Section 7.9, within ten (10) days of the decision by the respective board, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

6.6 Landscaping. Each Owner agrees to maintain, improve, operate, repair and replace landscaping according to the Architectural Design Guidelines. Prior to construction of Improvements, the Owner shall remove weeds and maintain the Lot in a clean and safe condition free of debris or any hazardous condition.

The Owner shall submit a landscaping plan to the Committee for written approval as part of the Owner's initial submittals to the Committee. The Owner shall landscape such Lot in

Design Guidelines. The Architectural Design Guidelines and the general instructions set forth in this Declaration shall govern the right of a Person or Owner to construct, reconstruct, refinish, remove, add, alter or maintain any Improvement upon, under or above the Property, and to make or create any excavation or fill on the Property, or make any change in the natural or existing surface contour or drainage, or install any utility line or conduit on, under or over the Property, including but not limited to any Lot. All Improvements by any Owner must be pre-approved in writing by the Committee prior to their construction or reconstruction. In the event any Improvements are damaged or completely destroyed, the Owner shall repair or reconstruct such Improvements in accordance with the Architectural Design Guidelines governing such repair or reconstruction. No Lots shall be permitted to remain in an unimproved condition, unless the Owner has received prior written approval from the Committee for a landscape plan.

All Lots shall be used exclusively for residential purposes and other appropriate uses permitted under any zoning ordinances applicable to the Property, provided such other appropriate uses are in compliance with local laws, rules, regulations and ordinances. No Lot, other than the Lot(s) used for irrigation or utility facilities and services, shall be improved except with residential structures and accessory structures as permitted under the Architectural Design Guidelines. This Declaration is not intended to serve as authority for the Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

The Association, after reasonable notice to the offender and/or to the Owner, may remove any Improvement constructed, reconstructed, refinished, removed, added, altered or maintained in violation of this Declaration and/or the Architectural Design Guidelines, and the Owner of the Improvements shall immediately reimburse the Association for all expenses incurred with such removal. Each violation of this Declaration and the Architectural Design Guidelines is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner and/or Member shall be applicable.

6.2 Minimum Building Size. The primary residential structure on any Lot shall contain at minimum two thousand (2,000) square feet of interior living space, excluding porches, patios and garages. If the primary residential structure on a Lot contains more than one (1) story, the minimum square footage at grade shall be one thousand (1,580) square feet.

6.3 Setbacks. Subject to the requirements of the applicable ordinances of the City of Meridian and the rights of the Committee to approve the site plan for any Improvement to be constructed upon a Lot:

6.3.1 All residential structures shall be subject to the setbacks set forth in the Architectural Design Guidelines.

6.3.2 All other structures shall be subject to such setbacks as may be required by the Committee.

Owners of Lots within annexed lands shall become Members of the Association with all rights, privileges and obligations as all other Members. Grantor shall not be obligated in any manner by this Declaration to annex additional lands to the Property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex continuous tracts, it being the intention hereof that Grantor may decline to exercise the rights granted in this Article or may elect to exercise such rights only to a limited extent.

10.12 De-Annexation. Grantor shall have the right to delete all or a portion of the Property from the coverage of this Declaration and the jurisdiction of the Association, provided that Grantor is the owner of all property to be de-annexed. Such deannexation shall be effective upon Grantor's recordation of a supplement to this Declaration identifying the de-annexed lands and declaring that such lands shall no longer be subject to this Declaration.

ARTICLE 11 DEFINITIONS

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

11.2 "Amendment" has the meaning ascribed to it in Section 10.9.

11.3 "Architectural Design Guidelines" means the architectural design guidelines and rules promulgated, published, amended and supplemented from time to time pursuant to Article 2.

11.4 "Articles" means the Articles of Incorporation of the Association, as the same may be amended or revised from time to time.

11.5 "Assessments" means those payments required of Owners who are Association Members, including Regular, Special, or Limited Assessments.

11.6 "Association" means Bellano Creek Homeowners Association, Inc.

11.7 "Association Rules" means those rules and regulations promulgated by the Association governing conduct upon and use of the Property, the imposition of fines and forfeitures for violation of Association Rules, and procedural matters for use in the conduct of business of the Association.

11.8 "Board" means the Board of Directors of the Association.

11.9 "Building Envelope" means the area within a Lot where a residential structure and accessory structures may be located, always subject to the prior written approval of the Committee. Unless otherwise designated by Grantor, the Building Envelope shall be that portion of the Lot not located within legal setback areas or designated easements.

11.10 "Bylaws" means the Bylaws of the Association, as the same may be amended or revised from time to time.

- 11.11 “Claim” has the meaning ascribed to it in Section 8.1.
- 11.12 “Class B Member Termination Date” has the meaning ascribed to it in Subsection 1.3.2.
- 11.13 “Committee” means the Architectural Review Committee described in Article 2 hereof.
- 11.14 “Common Area” means (a) Lots 1, 12, 22, 25 and 26, Block 1; Lots 1 and 8, Block 2; Lots 1 and 8, Block 3; and Lot 1, Block 5, all as shown on the Phase 1 Plat; and (b) any other parcels of real property in which the Association holds an interest or which is held or maintained for the benefit of the Association and its Members, including personal property or improvements located thereon. The Association may acquire any Common Area it deems necessary and/or beneficial to the Property. Common Area may include easement and/or license rights.
- 11.15 “Declaration” means this Declaration of Covenants, Conditions and Restrictions for Bellano Creek Subdivision, as it may be amended and supplemented from time to time.
- 11.16 “Discretion” or “discretion” means the freedom or authority to act according to one’s own judgment.
- 11.17 “Expenses” has the meaning ascribed to it in Subsection 3.4.1.
- 11.18 “First Mortgage” means any Mortgage which is not subordinate to any other Mortgage or to any other financial lien except liens for taxes and assessments or other non-consensual liens that are given priority by statute.
- 11.19 “Grantor” means ISOLA CREEK LLC, an Idaho limited liability company, whose complete mailing address is 1859 S. Topaz Way, Suite 200, Meridian, Idaho 83642, its successors or any Person to whom the rights under this Declaration are expressly transferred, in whole or in part, other than a transfer of a Lot to Owners that are natural persons by ISOLA CREEK LLC or its successors.
- 11.20 “Improvement” means any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon or allowed on, under or over any portion of the Property, including but not limited to residential structures, accessory buildings, club houses, pump or lift stations, fences, streets, drives, driveways, parking areas, sidewalks, bridges, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, wildlife habitat improvements, living and/or dead vegetation, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, recreational facilities, grading, road construction, utility improvements, trees, plantings, landscaping and any exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and all later changes and new Improvements.

11.21 “Limited Assessment” means a charge against a particular Owner and such Owner’s Lot, directly attributable to the Owner, equal to the cost incurred by the Association in connection with corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration, including but not limited to damage to or maintenance, repair, replacement and operation activities performed for any Common Area or the failure of an Owner to keep the Owner’s Lot in proper repair, and including interest thereon as provided in this Declaration or for any goods or services provided by the Association benefiting less than all Owners.

11.22 “Lot” means a lot depicted on the Plats upon which Improvements may be constructed. For voting, membership and Assessment purposes herein, “Lot” shall not include any lots owned by the Association as Common Area.

11.23 “Member” means each Owner holding a membership in the Association, including Grantor.

11.24 “Mortgage” means any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

11.25 “Occupant” means any resident or occupant of a Lot other than the Owner, including but not limited to family members, guests, invitees and tenants.

11.26 “Operating Expenses” has the meaning ascribed to it in Subsection 3.4.1.

11.27 “Oversized Vehicles” means vehicles which are too high or too wide to clear the entrance of a normal residential garage door opening.

11.28 “Owner” means the record owner, whether one or more Persons, including Grantor, holding fee simple interest of record to a Lot that is a part of the Property, and buyers under executory contracts of sale, but excluding those Persons having such interest merely as security for the performance of an obligation, unless and until such Person has acquired fee simple title pursuant to foreclosure or other proceedings.

11.29 “Person(s)” means any individual, partnership, corporation, trust, estate or other legal entity, including Grantor.

11.30 “Phase 1 Plat” has the meaning set forth in the first recital of this Declaration

11.31 “Plat” means any subdivision plat covering any portion of the Property as recorded in the Ada County Recorder’s Office, as the same may be amended by duly recorded amendments thereof.

11.32 “Project Documents” means the basic documents creating and governing the Property including but not limited to this Declaration, the Articles, Bylaws, Association Rules, the Architectural Design Guidelines and any other procedures, rules, regulations or policies

adopted under such documents by the Association or the Committee. In the event of any conflict between this Declaration and any other of the Project Documents, this Declaration shall control.

11.33 “Property” has the meaning set forth in the first recital of this Declaration, as the same may be amended from time to time pursuant to Sections 10.11 and 10.12.

11.34 “Regular Assessment” means the portion of the cost of maintaining, improving, repairing, managing and operating the Common Area, including all Improvements located thereon, and the other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association pursuant to the terms of this Declaration.

11.35 “Restrictions” has the meaning set forth in the second recital of this Declaration.

11.36 “Special Assessment” means that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized to be paid to the Association pursuant to the provisions of this Declaration.

ARTICLE 12 MISCELLANEOUS

12.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2043, unless amended as herein provided. After December 31, 2043, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least a majority of the voting power of the Association and such written instrument is recorded with the Ada County Recorder’s Office.

12.2 Amendment.

12.2.1 By Owners. Except as provided in Sections 10.9 and 10.10, after the recordation of the next deed from Grantor for a Lot, any Amendment to any provision of this Declaration, other than to this Section 12.2, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such Amendment has been approved by the vote or written consent of Members representing more than sixty-five percent (65%) of the total voting power in the Association, except where a greater percentage is required by express provision in this Declaration, and such Amendment shall be effective upon its recordation with the Ada County Recorder’s Office. Any Amendment to this Section 12.2 shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

12.2.2 Effect of Amendment. Any Amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or

consented to such Amendment. Such Amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said Amendment.

12.3 Notices. Any notices permitted or required to be delivered as provided in this Declaration shall be in writing and may be delivered either personally, by fax or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, first class, postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the residence of such Person if no address has been given to the Association or to the address of such Person as contained in the Ada County tax assessor's rolls. Such address may be changed from time to time by notice in writing to the Association.

12.4 Enforcement and Non-Waiver.

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

12.4.2 Violations and Nuisances. The failure of any Owner of a Lot to comply with any provision hereof, or with any provision of the Project Documents, is hereby declared a nuisance and will give rise to a cause of action in Grantor, the Association or any Owner for recovery of damages or for negative or affirmative injunctive relief or both.

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

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

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

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

12.5.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

12.5.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Subsection 12.5.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

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

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

12.5.5 Government Rules and Ordinances. In the event any of these CC&R's are less restrictive than any government rules, regulations or ordinances, then the more restrictive government rule, regulation or ordinances shall apply. These CC&R's are subject to all rules, regulations, laws and ordinances of all applicable government bodies. In the event a governmental rule, regulation, law or ordinance would render a part of these CC&R's unlawful, then in such event that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

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

12.7 Owner's Acknowledgements. The following acknowledgments identify additional information currently known by Grantor about the Property which each Owner should consider when purchasing a Lot. Each Owner understands that these acknowledgments may not be a complete list of issues that an Owner may wish to consider prior to purchasing a Lot since Grantor cannot control future events and may not be aware of certain issues existing at this time, including without limitation, future development requirements of governmental organizations claiming jurisdiction over the Property, or how such requirements may impact the future development plans of the Property. Each Owner, by accepting a deed to any Lot, acknowledges and agrees to the following:

12.7.1 Irrigation Water. Grantor anticipates that Nampa Meridian Irrigation District will supply irrigation water to Owner's Lot through an irrigation system owned by that district and Owner acknowledges the obligation to pay assessments to that district, whether or not Owner uses that irrigation water.

12.7.2 Ongoing Development. Owner acknowledges that the development of the Property will occur over time and that construction activities will be present on the Property throughout the development process. No Owner shall object to, interfere with or otherwise impede the development of any remaining portion of the Property and that this acknowledgment and agreement is a material consideration to Grantor.

12.7.3 Due Diligence; Acceptance of Lots "As-Is". Owner acknowledges that the information contained in the Project Documents is not a complete or exhaustive collection of information about the Property or any Lot. Each prospective Owner must conduct a full and complete due diligence of the Property and any Lot therein to such prospective Owner's satisfaction. Owner accepts title to the Lot(s) after conducting all necessary inquiries and due diligence. Owner further takes the Lot(s) "As-Is, Where-Is."

12.7.4 No Warranties. Owner acknowledges that no warranties, express or implied, written or verbal, or understandings other than those expressly contained in any written document between Grantor and an Owner.

12.7.5 Meridian Wastewater Treatment Facility. Owner acknowledges the existing City of Meridian wastewater treatment facility located on the west side of Ten Mile Road adjacent to the Property. Owner acknowledges that this facility is not a nuisance and its existence does not give rise to any liability on the party of Grantor or the City of Meridian.

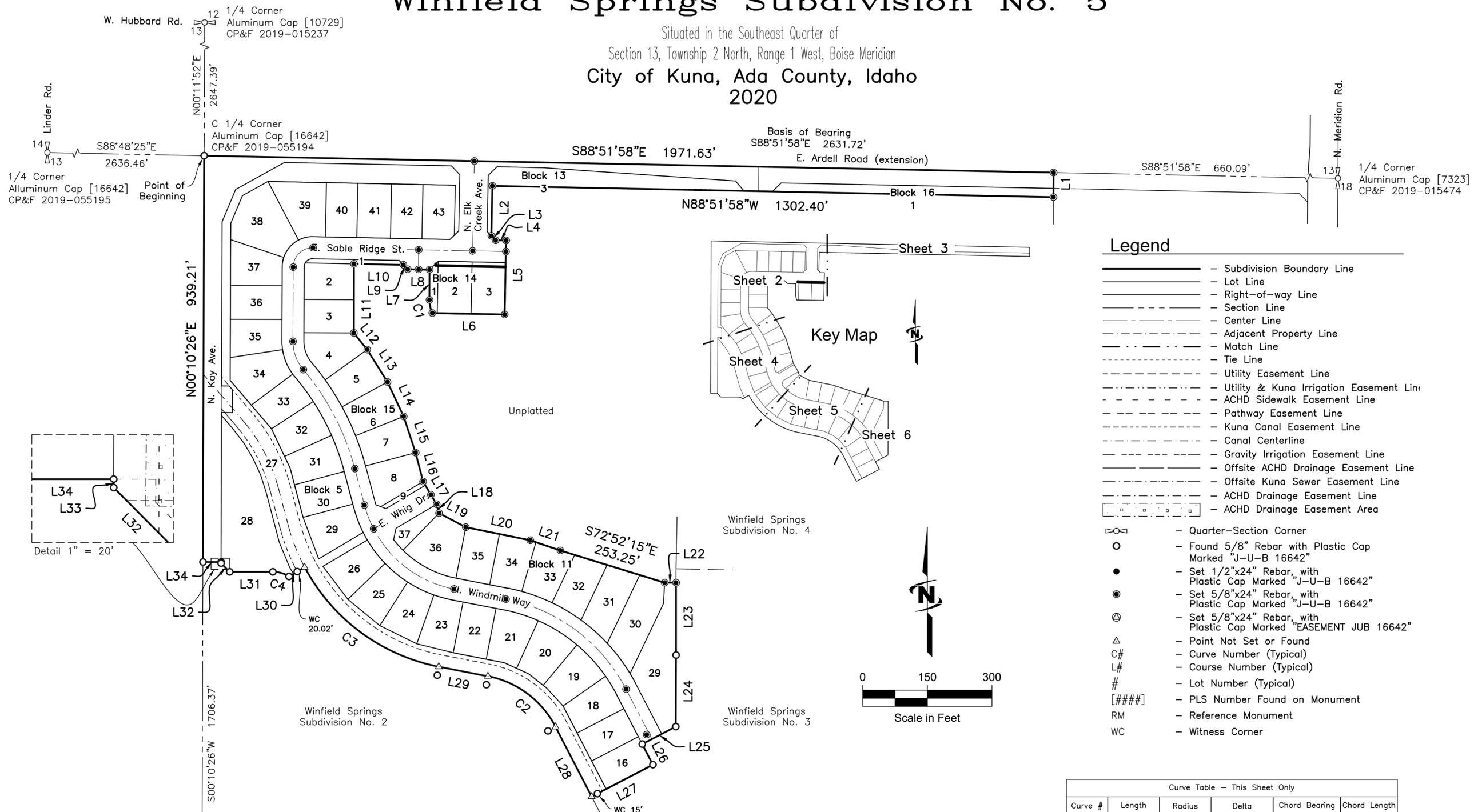
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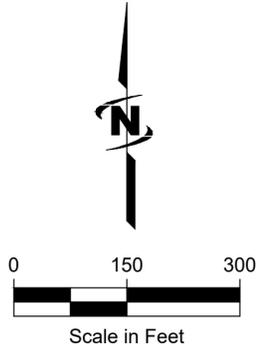
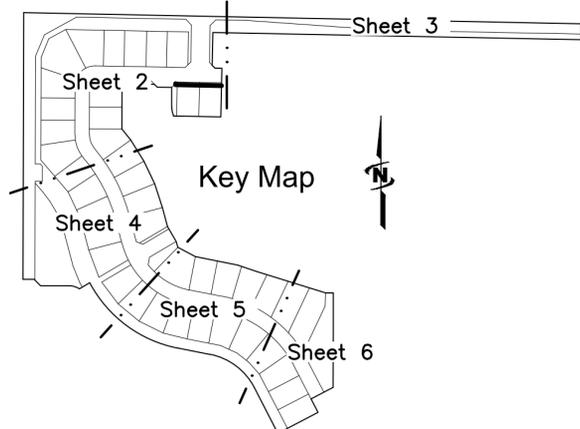
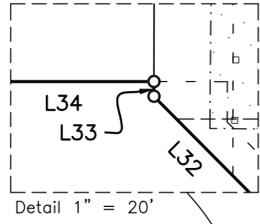
PLAT SHOWING Winfield Springs Subdivision No. 5

Situated in the Southeast Quarter of
Section 13, Township 2 North, Range 1 West, Boise Meridian
City of Kuna, Ada County, Idaho
2020

PLAT BOOK _____ PAGE _____



- ### Legend
- Subdivision Boundary Line
 - Lot Line
 - Right-of-way Line
 - Section Line
 - Center Line
 - Adjacent Property Line
 - Match Line
 - Tie Line
 - Utility Easement Line
 - Utility & Kuna Irrigation Easement Line
 - ACHD Sidewalk Easement Line
 - Pathway Easement Line
 - Kuna Canal Easement Line
 - Canal Centerline
 - Gravity Irrigation Easement Line
 - Offsite ACHD Drainage Easement Line
 - Offsite Kuna Sewer Easement Line
 - ACHD Drainage Easement Line
 - ACHD Drainage Easement Area
- Quarter-Section Corner
 - Found 5/8" Rebar with Plastic Cap Marked "J-U-B 16642"
 - Set 1/2"x24" Rebar, with Plastic Cap Marked "J-U-B 16642"
 - Set 5/8"x24" Rebar, with Plastic Cap Marked "J-U-B 16642"
 - Set 5/8"x24" Rebar, with Plastic Cap Marked "EASEMENT JUB 16642"
 - Point Not Set or Found
 - Curve Number (Typical)
 - Course Number (Typical)
 - Lot Number (Typical)
 - PLS Number Found on Monument
 - Reference Monument
 - Witness Corner



Line Table - This Sheet Only

Line #	Direction	Length
L1	S00°11'35"W	56.51'
L2	S01°08'02"W	115.50'
L3	S43°51'58"E	14.14'
L4	S88°51'58"E	24.40'
L5	S01°08'02"W	171.00'
L6	N88°51'58"W	168.08'
L7	N00°10'26"E	69.70'
L8	N88°51'58"W	51.01'
L9	N44°20'46"W	14.26'
L10	N88°51'58"W	114.50'
L11	S00°10'26"W	159.67'

Line Table - This Sheet Only

Line #	Direction	Length
L12	S39°00'29"E	49.58'
L13	S32°08'49"E	88.18'
L14	S25°12'28"E	88.18'
L15	S18°16'06"E	88.18'
L16	S14°47'56"E	69.08'
L17	S30°35'20"E	61.00'
L18	S16°13'03"E	21.42'
L19	S62°19'06"E	69.93'
L20	S78°35'19"E	152.74'
L21	S71°26'01"E	73.65'
L22	S89°58'52"E	26.30'

Line Table - This Sheet Only

Line #	Direction	Length
L23	S00°00'24"W	167.53'
L24	S00°11'35"W	165.00'
L25	S62°30'27"W	87.78'
L26	S27°29'33"E	53.61'
L27	S62°30'27"W	160.00'
L28	N27°29'33"W	181.64'
L29	N79°02'39"W	116.09'
L30	S59°24'40"W	42.23'
L31	N90°00'00"W	100.29'
L32	N44°54'47"W	28.24'
L33	N00°10'26"E	2.60'

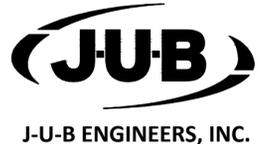
Line Table - This Sheet Only

Line #	Direction	Length
L34	N90°00'00"W	42.00'
L35	S62°30'27"W	20.00'
L36	S10°57'21"W	20.00'
L37	S10°57'21"W	20.00'

Curve Table - This Sheet Only

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	31.35'	74.50'	24°06'26"	N11°52'47"W	31.12'
C2	202.44'	225.00'	51°33'06"	N53°16'06"W	195.68'
C3	400.37'	450.00'	50°58'36"	N53°33'21"W	387.29'
C4	39.51'	70.50'	32°06'37"	N73°56'42"W	39.00'

1/4 Corner
Aluminum Cap [13934]
CP&F 113128800
E. Deer Flat Rd.

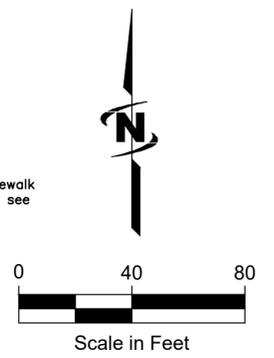
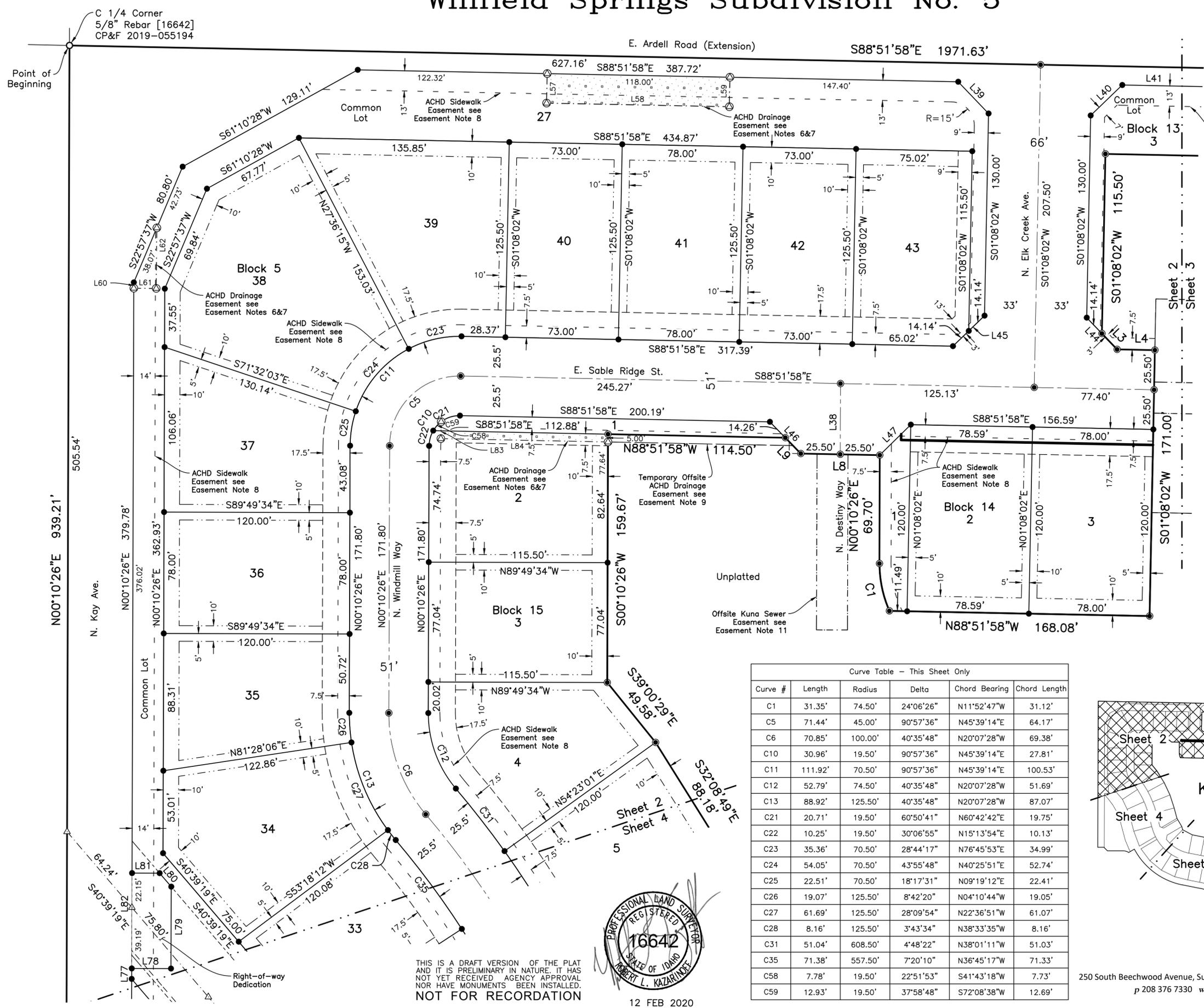


THIS IS A DRAFT VERSION OF THE PLAT AND IT IS PRELIMINARY IN NATURE. IT HAS NOT YET RECEIVED AGENCY APPROVAL NOR HAVE MONUMENTS BEEN INSTALLED.
NOT FOR RECORDATION

12 FEB 2020
250 South Beechwood Avenue, Suite 201, Boise, ID 83709-0944
p 208 376 7330 w www.jub.com
JUB Project No. 10-18-068

PLAT SHOWING Winfield Springs Subdivision No. 5

PLAT BOOK _____ PAGE _____

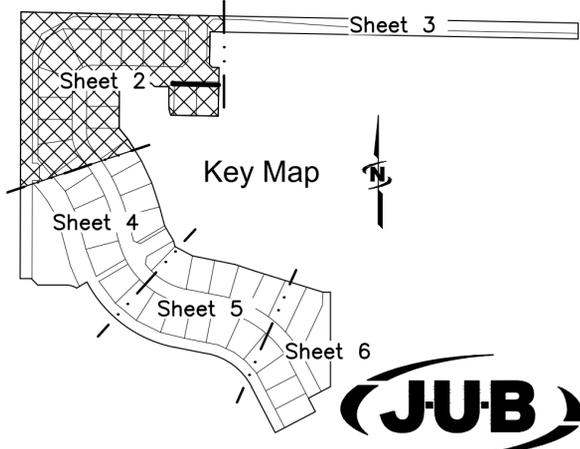


Line Table - This Sheet Only

Line #	Direction	Length
L3	S43°51'58"E	14.14'
L4	S88°51'58"E	24.40'
L8	N88°51'58"W	51.01'
L9	N44°20'46"W	14.26'
L38	S00°10'26"W	45.50'
L39	S43°51'58"E	28.28'
L40	N46°08'02"E	28.28'
L41	S88°51'58"E	107.05'
L44	S43°51'58"E	28.28'
L45	S46°08'02"W	28.28'
L46	N44°20'46"W	28.52'
L47	N45°39'14"E	28.05'
L57	S01°08'02"W	18.97'
L58	N88°51'58"W	118.00'
L59	N01°08'02"E	18.97'
L60	N00°10'26"E	3.76'
L61	S89°26'18"E	14.49'
L62	N00°32'32"E	38.95'
L77	N00°10'26"E	6.70'
L78	S89°49'34"E	25.37'
L79	N00°10'26"E	52.64'
L80	N40°39'19"W	11.50'
L81	N89°49'34"W	17.86'
L82	N00°10'26"E	61.34'
L83	N01°08'02"E	10.87'
L84	N88°51'58"W	107.94'

Curve Table - This Sheet Only

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	31.35'	74.50'	24°06'26"	N11°52'47"W	31.12'
C5	71.44'	45.00'	90°57'36"	N45°39'14"E	64.17'
C6	70.85'	100.00'	40°35'48"	N20°07'28"W	69.38'
C10	30.96'	19.50'	90°57'36"	N45°39'14"E	27.81'
C11	111.92'	70.50'	90°57'36"	N45°39'14"E	100.53'
C12	52.79'	74.50'	40°35'48"	N20°07'28"W	51.69'
C13	88.92'	125.50'	40°35'48"	N20°07'28"W	87.07'
C21	20.71'	19.50'	60°50'41"	N60°42'42"E	19.75'
C22	10.25'	19.50'	30°06'55"	N15°13'54"E	10.13'
C23	35.36'	70.50'	28°44'17"	N76°45'53"E	34.99'
C24	54.05'	70.50'	43°55'48"	N40°25'51"E	52.74'
C25	22.51'	70.50'	18°17'31"	N09°19'12"E	22.41'
C26	19.07'	125.50'	8°42'20"	N04°10'44"W	19.05'
C27	61.69'	125.50'	28°09'54"	N22°36'51"W	61.07'
C28	8.16'	125.50'	3°43'34"	N38°33'35"W	8.16'
C31	51.04'	608.50'	4°48'22"	N38°01'11"W	51.03'
C35	71.38'	557.50'	7°20'10"	N36°45'17"W	71.33'
C58	7.78'	19.50'	22°51'53"	S41°43'18"W	7.73'
C59	12.93'	19.50'	37°58'48"	S72°08'38"W	12.69'

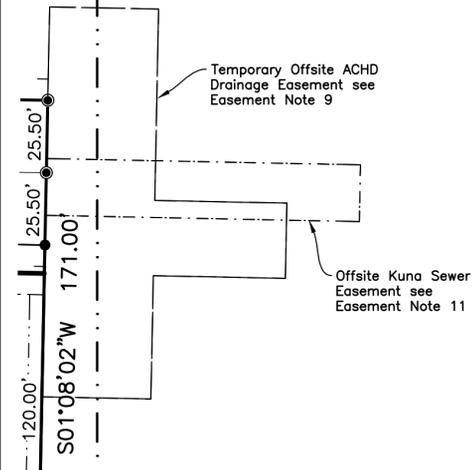
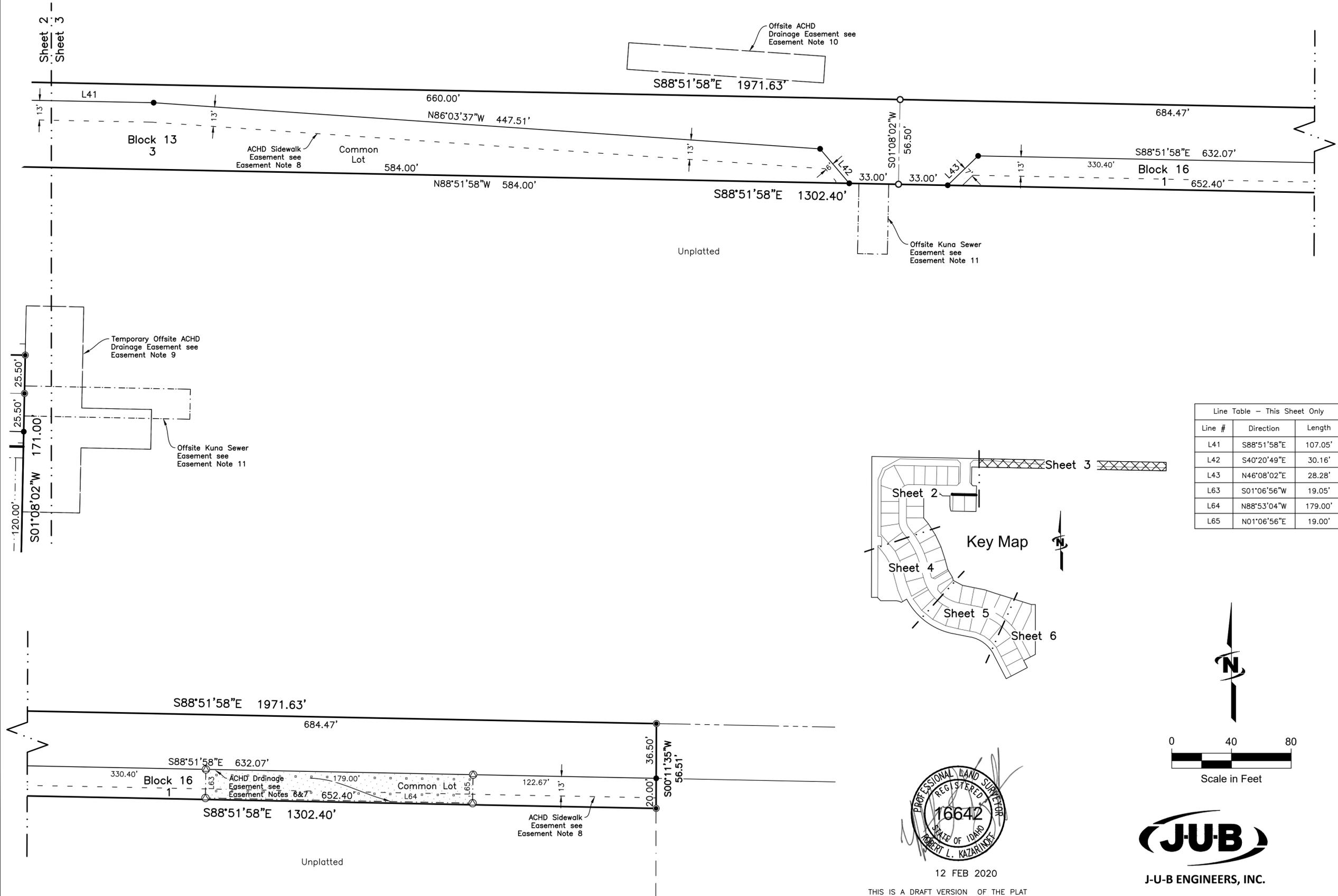


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NOT FOR RECORDATION

J-U-B ENGINEERS, INC.
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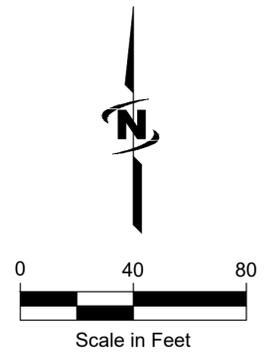
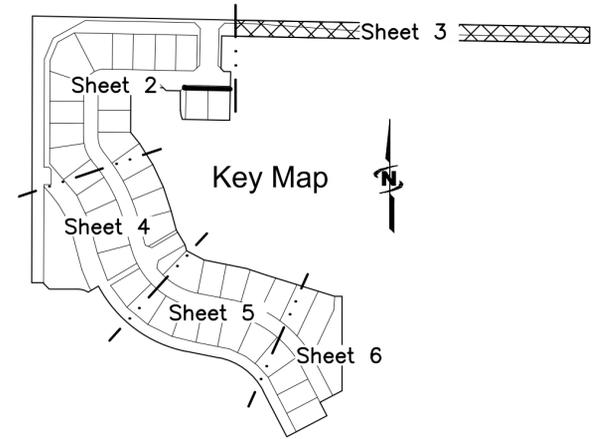
PLAT SHOWING Winfield Springs Subdivision No. 5

PLAT BOOK _____ PAGE _____

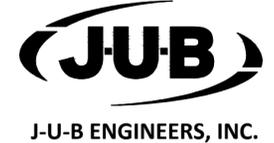


Line Table - This Sheet Only

Line #	Direction	Length
L41	S88°51'58"E	107.05'
L42	S40°20'49"E	30.16'
L43	N46°08'02"E	28.28'
L63	S01°06'56"W	19.05'
L64	N88°53'04"W	179.00'
L65	N01°06'56"E	19.00'



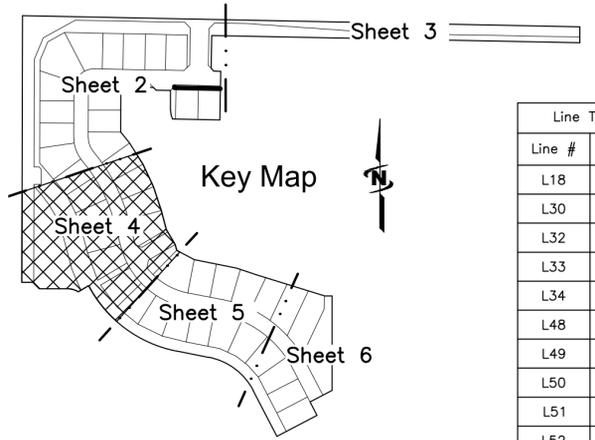
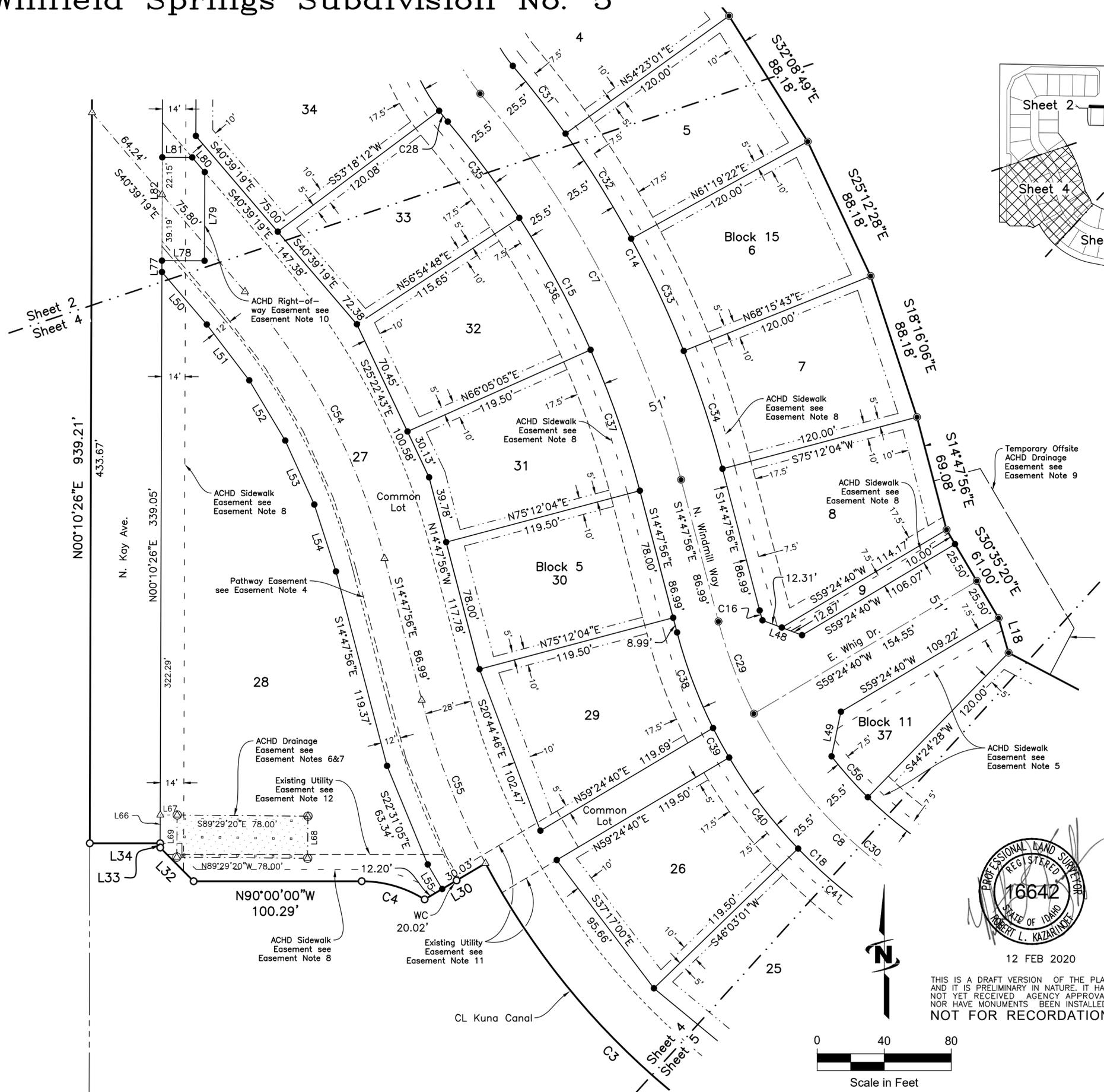
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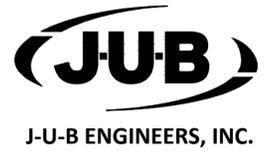
Line #	Direction	Length
L18	S16°13'03"E	21.42'
L30	S59°24'40"W	42.23'
L32	N44°54'47"W	28.24'
L33	N00°10'26"E	2.60'
L34	N90°00'00"W	42.00'
L48	N69°35'59"W	25.18'
L49	S11°57'16"W	27.05'
L50	S40°39'19"E	41.08'
L51	S37°25'24"E	41.72'
L52	S30°57'33"E	41.72'
L53	S24°29'42"E	41.72'
L54	S18°01'51"E	41.72'
L55	S30°35'20"E	16.95'
L66	N00°10'26"E	16.76'
L67	N89°49'34"W	10.07'
L68	S00°30'40"W	25.00'
L69	N00°30'40"E	25.00'

Curve Table - This Sheet Only

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C3	400.37'	450.00'	50°58'36"	N53°33'21"W	387.29'
C4	39.51'	70.50'	32°06'37"	N73°56'42"W	39.00'
C7	260.73'	583.00'	25°37'26"	N27°36'39"W	258.56'
C8	299.39'	267.00'	64°14'43"	N46°55'17"W	283.95'
C14	272.14'	608.50'	25°37'26"	N27°36'39"W	269.87'
C15	249.33'	557.50'	25°37'26"	N27°36'39"W	247.25'
C16	6.06'	241.50'	1°26'18"	S15°31'05"E	6.06'
C18	327.98'	292.50'	64°14'43"	N46°55'17"W	311.06'
C28	8.16'	125.50'	3°43'34"	N38°33'35"W	8.16'
C29	58.78'	267.00'	12°36'48"	N21°06'19"W	58.66'
C30	240.61'	267.00'	51°37'56"	S53°13'41"E	232.55'
C31	51.04'	608.50'	4°48'22"	N38°01'11"W	51.03'
C32	73.70'	608.50'	6°56'21"	N32°08'49"W	73.65'
C33	73.70'	608.50'	6°56'21"	N25°12'28"W	73.65'
C34	73.70'	608.50'	6°56'21"	N18°16'06"W	73.65'
C35	71.38'	557.50'	7°20'10"	N36°45'17"W	71.33'
C36	89.24'	557.50'	9°10'17"	N28°30'03"W	89.14'
C37	88.70'	557.50'	9°06'59"	N19°21'25"W	88.61'
C38	60.80'	292.50'	11°54'34"	S20°45'12"E	60.69'
C39	20.02'	292.50'	3°55'14"	S28°40'06"E	20.01'
C40	68.01'	292.50'	13°19'16"	S37°17'21"E	67.85'
C54	180.51'	400.00'	25°51'24"	N27°43'37"W	178.99'
C55	104.21'	450.00'	13°16'07"	S21°25'59"E	103.98'
C56	32.53'	241.50'	7°43'01"	N41°44'02"W	32.50'

PROFESSIONAL LAND SURVEYOR
16642
ROBERT L. KAZARINOFF
12 FEB 2020

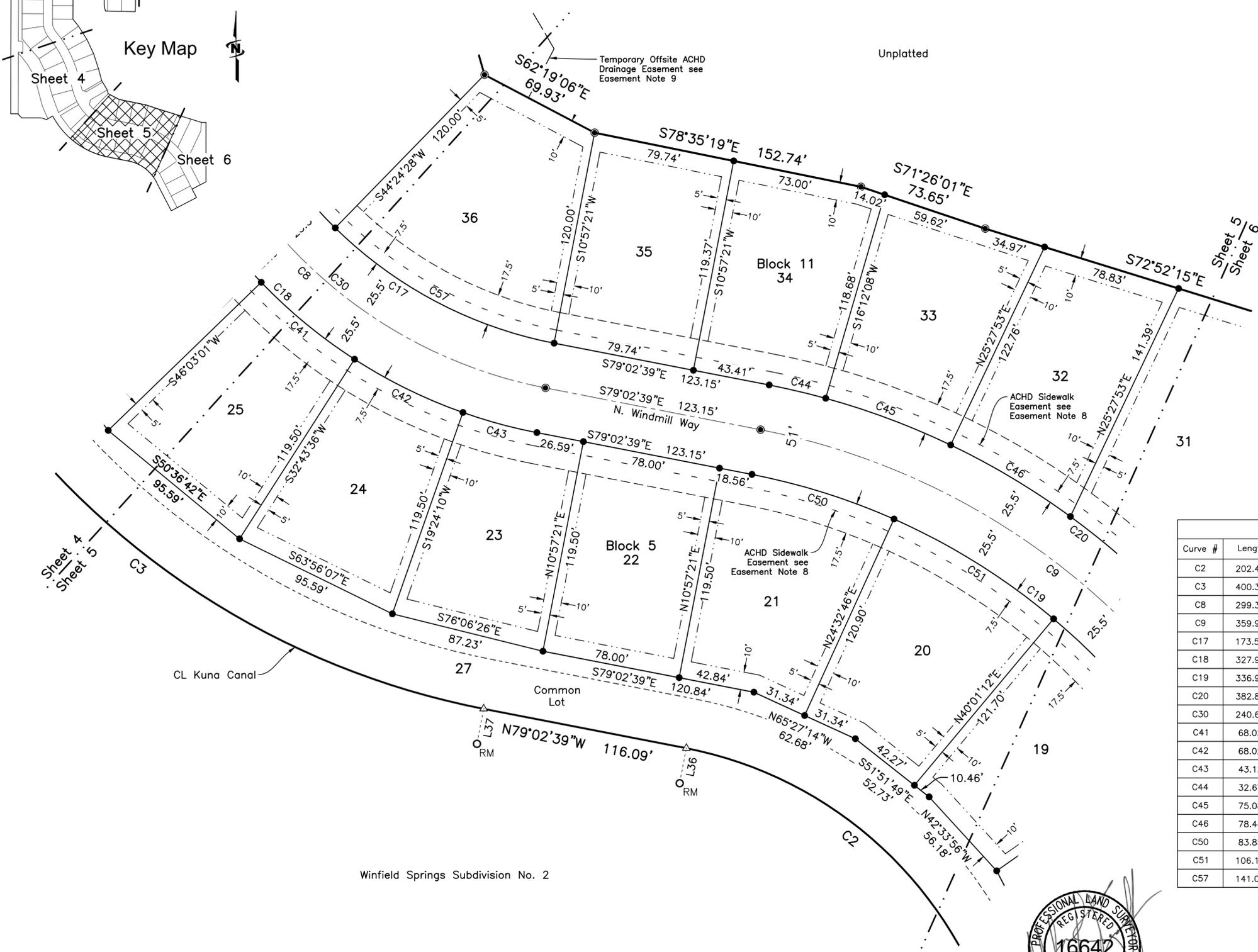
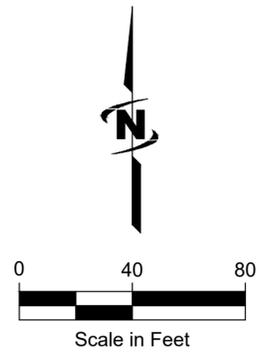
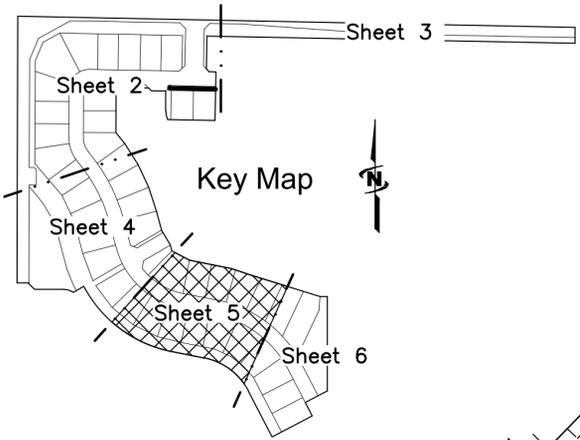
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PLAT SHOWING Winfield Springs Subdivision No. 5

PLAT BOOK _____ PAGE _____



Line Table - This Sheet Only

Line #	Direction	Length
L36	N10°57'21"E	20.00'
L37	N10°57'21"E	20.00'

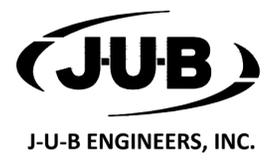
Curve Table - This Sheet Only

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C2	202.44'	225.00'	51°33'06"	N53°16'06"W	195.68'
C3	400.37'	450.00'	50°58'36"	N53°33'21"W	387.29'
C8	299.39'	267.00'	64°14'43"	N46°55'17"W	283.95'
C9	359.90'	400.00'	51°33'06"	N53°16'06"W	347.88'
C17	173.53'	241.50'	41°10'08"	S58°27'35"E	169.82'
C18	327.98'	292.50'	64°14'43"	N46°55'17"W	311.06'
C19	336.96'	374.50'	51°33'06"	N53°16'06"W	325.70'
C20	382.84'	425.50'	51°33'06"	N53°16'06"W	370.06'
C30	240.61'	267.00'	51°37'56"	S53°13'41"E	232.55'
C41	68.02'	292.50'	13°19'25"	S50°36'42"E	67.87'
C42	68.02'	292.50'	13°19'25"	S63°56'07"E	67.87'
C43	43.12'	292.50'	8°26'49"	S74°49'14"E	43.08'
C44	32.67'	425.50'	4°23'56"	N76°50'41"W	32.66'
C45	75.08'	425.50'	10°06'36"	N69°35'25"W	74.98'
C46	78.44'	425.50'	10°33'46"	N59°15'14"W	78.33'
C50	83.85'	374.50'	12°49'43"	N72°37'47"W	83.68'
C51	106.12'	374.50'	16°14'08"	N58°05'52"W	105.76'
C57	141.00'	241.50'	33°27'07"	S62°19'06"E	139.00'



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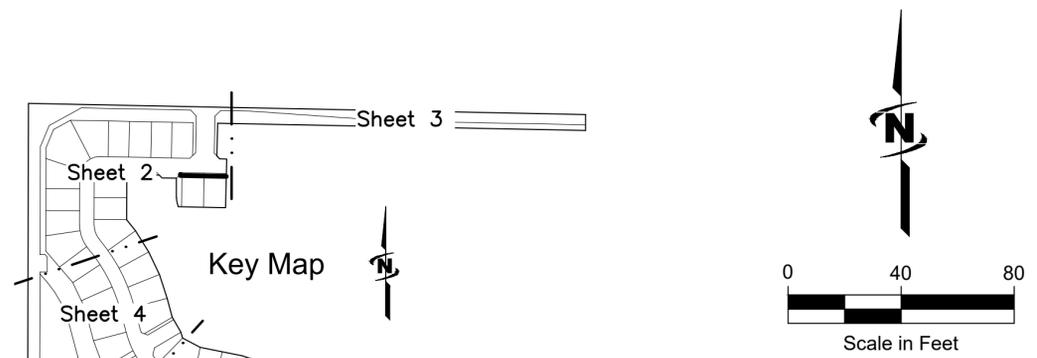
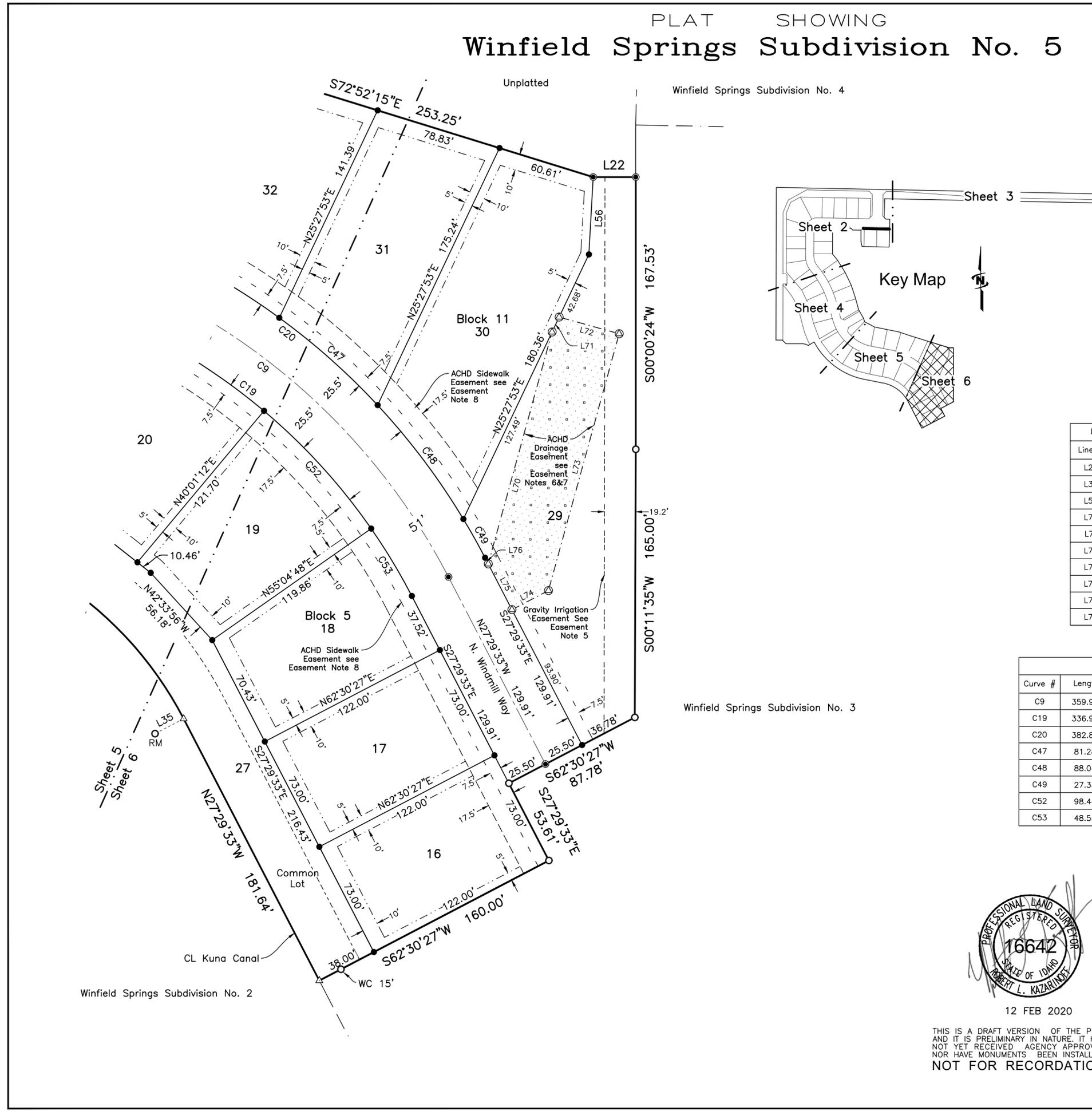
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PLAT SHOWING Winfield Springs Subdivision No. 5

PLAT BOOK _____ PAGE _____



Line Table - This Sheet Only

Line #	Direction	Length
L22	S89°58'52"E	26.30'
L35	N62°30'27"E	20.00'
L56	N03°15'29"E	47.70'
L70	N15°27'17"E	148.07'
L71	N25°27'53"E	10.19'
L72	S74°32'43"E	38.48'
L73	N15°27'17"E	164.00'
L74	S62°30'27"W	25.44'
L75	N27°29'33"W	31.74'
L76	N27°29'33"W	4.27'

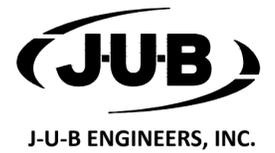
Curve Table - This Sheet Only

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C9	359.90'	400.00'	51°33'06"	N53°16'06"W	347.88'
C19	336.96'	374.50'	51°33'06"	N53°16'06"W	325.70'
C20	382.84'	425.50'	51°33'06"	N53°16'06"W	370.06'
C47	81.28'	425.50'	10°56'42"	N48°30'00"W	81.16'
C48	88.04'	425.50'	11°51'19"	N37°06'00"W	87.88'
C49	27.33'	425.50'	3°40'48"	N29°19'57"W	27.32'
C52	98.44'	374.50'	15°03'36"	N42°27'00"W	98.15'
C53	48.55'	374.50'	7°25'39"	N31°12'22"W	48.51'



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PLAT SHOWING Winfield Springs Subdivision No. 5

Notes

- Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of re-subdivision.
- Lots 27 and 28 of Block 5, Lots 29 and 37 of Block 11, Lot 1 of Block 14, Lots 1 and 9 of Block 15, Lot 3 of Block 13 and Lot 1 of Block 16 are common lots which shall be owned and maintained by the Winfield Springs Subdivision Homeowners Association, Inc. The ownership and maintenance commitment may not be dissolved without the express consent of the City of Kuna.
- Minimum building setback lines shall be in accordance with the City of Kuna's Zoning Ordinance at the time of issuance of the individual building permit, or as specifically approved and/or required.
- Lots shall not be reduced in size without prior approval from the health authority.
- No additional domestic water supplies shall be installed beyond the water system approved in the sanitary restriction release.
- Lot 28 of Block 5 is hereby reserved for a Pressure Irrigation Pump Station and Reservoir.
- Reference is made to the public health letter on file with Ada County Recorder regarding additional restrictions.
- This Subdivision is located within zone X (area of Minimal Flood Hazard) as shown on FEMA National Flood Hazard FIRMette exported on 5/17/2018 at 10:16:52 AM. Panel No. 16001C0250J, Effective date 10/02/2003.
- This development recognizes Section 22-4503 of Idaho Code, Right to Farm Act, which states, "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
- Maintenance of any irrigation, drainage pipe, or ditch, crossing a lot, is the responsibility of the lot owner, unless such responsibility is assumed by an irrigation or drainage entity or district.
- The Sterling Ranch Homeowners Association, Inc. (SRHOA), 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 SRHOA common lot that receives municipal irrigation. If the assessment is not paid by the SRHOA, the individual improved lots are subject to a lien for non-payment.
- Direct Lot or Parcel access to N. Kay Road and E. Ardell Road (extension) is prohibited.
- This Development is subject to ACHD Temporary License Agreement Instrument No. 2018-108853.
- This subdivision is affected by the Kuna Municipal Irrigation System (Ordinance 2019-16) recorded under Instrument No. 2019-039090.
- This development is subject to that Declaration of Covenants, Conditions, and Restrictions For Sterling Ranch Subdivision, Instrument No. 2018-109902 and any existing or future amendments, restatements, or supplements to said Declaration.
- See Record of Survey 10672 for additional boundary information.

Reference Documents

- Subdivisions: Winfield Springs Subdivision No. 1, Winfield Springs Subdivision No. 2, Winfield Springs Subdivision No. 3, Winfield Springs Subdivision No. 4.
- Surveys: ROSs 2060, 3684, 3985, 9004, & 10672.
- Deeds: Warranty Deed 2017-013030 (Hill to Kuna Hill Development), & Grant Deed 2017-058573 (Kuna Hill Development to Toll ID I LLC).
- Easements: 2020-002329.
- Off-site Easements: 2020-002326 & 2020-002330.
- Release of Easements: 2020-002329, 2019-013373 & _____.

Easement Notes

- Lots 29 and 37 of Block 11, Lot 1 of Block 14, Lots 1 and 9 of Block 15, Lot 3 of Block 13 and Lot 1 of Block 16 are designated as having a Utility Easement co-situate with said Lot (i.e. blanket easement).
- All Utility Easements shown or designated hereon are non-exclusive, perpetual, shall run with the land, are appurtenant to the lots shown hereon, and are hereby reserved for the installation, maintenance, operation, and use of public & private utilities, sewer service, cable television/data; City of Kuna water, sewer & drainage; appurtenances thereto; and lot drainage.
- The Kuna Irrigation Easements shown hereon are non-exclusive, perpetual, shall run with the land, and is hereby reserved for the installation, maintenance, operation, and use of City of Kuna irrigation pipes; and appurtenances thereto.
- The Pathway Easements shown or designated hereon are non-exclusive, perpetual, shall run with the land, are appurtenant to the lots shown hereon, and are hereby reserved for public ingress & egress; the installation, maintenance, operation, and use of a paved pedestrian pathway and the appurtenances thereto. Winfield Springs Subdivision Homeowners Association, Inc. is responsible for the maintenance of said Pathway Easement.
- The Gravity Irrigation Easement shown hereon is non-exclusive, perpetual, shall run with the land, and is hereby reserved for the installation, maintenance, operation, and use of private irrigation pipes & boxes; and appurtenances thereto. Winfield Springs Subdivision Homeowners Association, Inc. is responsible for the maintenance of said Gravity Irrigation Easement.
- The Drainage Easements shown hereon are non-exclusive, perpetual, shall run with the land, and are hereby reserved for ACHD; the installation, maintenance, operation, and use of storm water drainage facilities and the appurtenances thereto. ACHD is responsible for the maintenance of said Drainage Easements.
- Portions of Lots 27 & 28 of Block 5; Lot 29 of Block 11; Lot 2 of Block 15; and Lot 1 of Block 16 are servient to and contain the ACHD storm water drainage system. These lots are encumbered by that certain first amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015 as Instrument Number 2015-103256, official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system.
- See Instrument Number 2020-002329 for existing ACHD Sidewalk Easements.
- See Instrument Number 2020-002326 for Temporary Offsite ACHD Drainage Easements.
- See Instrument Number 2020-002330 for Offsite ACHD Permanent Easement.
- See Instrument Number _____ for Offsite Kuna Sewer Easements.
- See Instrument Number 2019-013373 for existing Utility Easement.
- Kuna Canal widths provided by Boise Project Board of Control.
- No Utility Easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping, parking, side & rear property line fences, or other such nonpermanent improvements.
- All easements are parallel (or concentric) to the the lines (or arcs) that they are dimensioned from unless otherwise noted.



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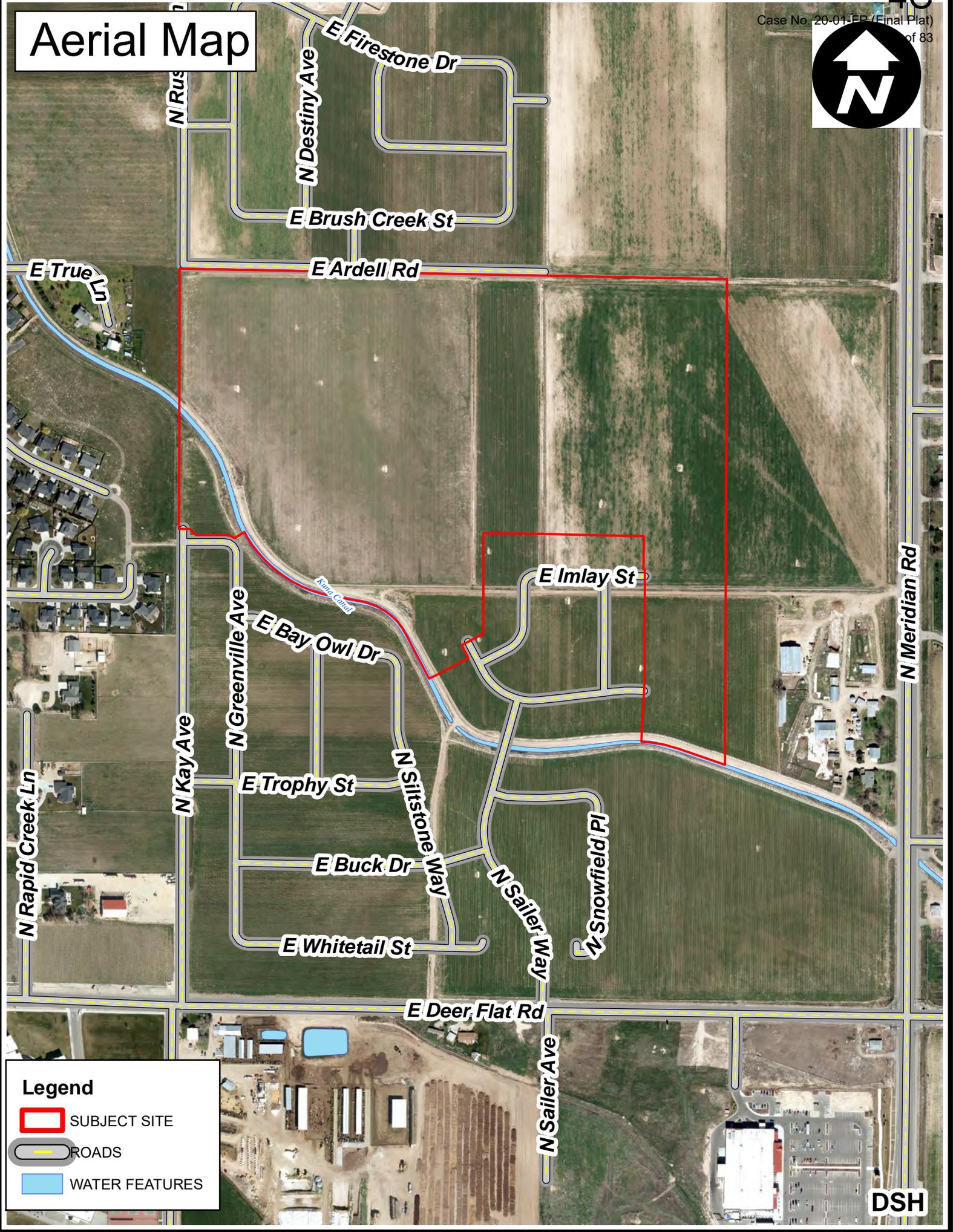


J-U-B ENGINEERS, INC.

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Aerial Map



Legend

-  SUBJECT SITE
-  ROADS
-  WATER FEATURES



February 3, 2020

Toll ID I, LLC
250 Gibraltar
Horsham, PA 19044
208-424-0020
sdurtschi@tollbrothers.com

Keith Morse
250 S Beechwood Ave Ste 201
Boise, ID 83709
208-559-1760
kmorse@jub.com

Completeness Letter

20-01-FP (Final Plat) Winfield Springs No. 5

Keith:

On *January 21, 2020*, Kuna's planning and zoning staff finished reviewing the submitted final plat application for Winfield Springs No. 5. This letter is to notify you the City will consider the application complete, subject to the following fees being sent to the City. The date for your public meeting with City Council is tentatively scheduled for **March 3, 2020** here at City hall at 6:00 pm.

The following application fees are requested at this time:

Planning and Zoning Department:
Final Plat: \$600 (base) + 20/Lot (@ 51 total lots) = **\$1620.00**

Engineering Fees:
Final Plat Review: \$50 (base) + 5/Lot (@ 51 total lots) = **\$305.00**

Total Fees Due: \$1925.00

The following fees will be required when construction is completed and prior to signature on the final plat is requested:

- o Subdivision Common Area Landscape Inspection Fee: \$150.
- o Street Light Inspection Fee: \$35 first inspection; \$20 each additional inspection.

If you have any questions regarding this information, please contact me at 922.5274 or by e-mail at dhanson@Kunaid.gov.

Respectfully,

Doug Hanson
Planner I
Kuna Planning and Zoning Department
Cc: Wendy Howell, Director of Planning Services

Toll Bros., Inc
250 Gibraltar Road
Horsham, PA 19044
(215) 938-8000

CHECK NO. **10264632** 62-22
311

VENDOR NO.	CHECK DATE	CHECK AMOUNT
399056	02/12/20	\$*****1,925.00

** INVALID SIX MONTHS AFTER DATE ISSUED **

PAY
ONE THOUSAND NINE HUNDRED TWENTY FIVE AND 00/100 *****

City of Kuna (P)

TO THE
ORDER OF:

Wells Fargo Bank, N.A.
Wilmington, DE

RECEIPT	DATE <u>2/20/20</u>	No. <u>192209</u>
RECEIVED FROM <u>TOLL BROS INC</u>		\$ <u>1925.00</u>
<u>ONE THOUSAND NINE HUNDRED TWENTY FIVE - DOLLARS</u>		
<input type="radio"/> FOR RENT		
<input checked="" type="radio"/> FOR <u>WINFIELD NO. 5 FINAL PLAT</u>		
ACCOUNT	<input type="radio"/> CASH	FROM _____ TO _____
PAYMENT <u>10264632</u>	<input checked="" type="radio"/> CHECK	
BAL. DUE	<input type="radio"/> MONEY ORDER	
	<input type="radio"/> CREDIT CARD	
	BY <u>DM</u>	3-11



City of Kuna
Planning & Zoning Department

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

Agency Notification

February 3, 2020

Notice is hereby given by the City of Kuna the following actions are under consideration:

FILE NUMBER:	20-01--FP (Final Plat) – Winfield Springs No. 5
PROJECT DESCRIPTION	JUB Engineers requests Final Plat Approval for Winfield Springs No. 5, which consists of 42 buildable lots and 9 common lots (51 total lots) on 19.42 acres (APN: S1313428155)
SITE LOCATION	East Deer Flat Rd, Kuna, Idaho 83634.
REPRESENTATIVE	<i>Keith Morse</i> 250 S Beechwood Ave Ste 201 Boise, ID 83709 208-376-7330 kmorse@jub.com
SCHEDULED HEARING DATE	Tuesday, March 3, 2020. 6:00 P.M.
STAFF CONTACT	Doug Hanson Dhanson@Kunald.Gov Phone: 922.5274 Fax: 922.5989

We have enclosed information to assist you with your consideration and response. **No response within 15 business days will indicate you have no objection or comments for this project.** We would appreciate any information as to how this action would affect the service(s) your agency provides. The hearing is scheduled to begin at 6:00 p.m. or as soon as it may be heard. Kuna City Hall is located at 751 W. 4th Street, Kuna, ID 83634. Please contact staff with questions. **If your agency needs different plans or paper copies to review, notify our office know and we will send them. Please notify our office who future packets should be sent to, included their email as well.** If your agency needs additional time for review, please let our office know ASAP.



CITY OF KUNA

P.O. BOX 13

KUNA, ID 83634

www.kunacity.id.gov

Paul A. Stevens, P.E.

Kuna City Engineer

FINAL PLAT MEMORANDUM

Date: 27 February 2020
From: Paul A. Stevens, P.E.
To: Wendy Howell, Planning and Zoning Director
RE: Winfield Springs No. 5, 20-01-FP

The Winfield Springs No. 5, 20-01-FP Final Plat request dated 14 January 2020 has been reviewed. This review is based on land use as allowed or permitted in an "R-6" zone.

This Final Plat encompasses 19.42 Acres containing forty-two (42) residential lots and nine (9) common lots. A commensurate burden will be placed on City of Kuna utilities; Pressurized Irrigation, Sewer, & Water.

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

1) Property Description

- a) The applicant provided a cover letter.
- b) The applicant provided a final plat and design drawings.

2) General

- a) Winfield Springs No. 5, 20-01-FP will increase demand on constructed facilities and on water rights provided by others. Water rights associated with this property shall be transferred to the City at time of connection (development) by deed and "Change of Ownership" form from IDWR.
- b) Provide engineering certification on all final engineering drawings/Record Drawings.
- c) Provide final plat showing all modifications stemming from construction.

3) Inspection & Fees

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

4) Sanitary Sewer & Potable Water Connection & Fees

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

5) Pressurized Irrigation

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

6) Grading and Storm Drainage

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

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

7) Final Plat

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

8) As-Built Drawings

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



CENTRAL DISTRICT HEALTH DEPARTMENT
Environmental Health Division

Return to: 83 of 83

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

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat 20-01-FP

Winfield Springs 5

- 1. We have No Objections to this Proposal.
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
 - high seasonal ground water
 - waste flow characteristics
 - bedrock from original grade
 - other _____
- 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
 - central sewage
 - interim sewage
 - individual sewage
 - community sewage system
 - central water
 - individual water
 - community water well
- 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
 - central sewage
 - sewage dry lines
 - community sewage system
 - central water
 - community water
- 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- 12. We will require plans be submitted for a plan review for any:
 - food establishment
 - beverage establishment
 - swimming pools or spas
 - grocery store
 - child care center
- 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.
- 14. _____

Reviewed By: [Signature]
Date: 2/12/2020



City of Kuna

Staff Memo

City Council

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

To: **Kuna City Council**

Case Number: 20-01-TE (Time Extension) – Merlin Point Sub No. 2

Location: 1380 E. Kuna Road, Kuna, ID 83634

Planner: Doug Hanson, Planner I

Meeting Date: March 3, 2020

Owner: Back Creek LP
PO Box 690
Meridian, ID 83680
208-514-4909
lboots@gmail.com

Applicant: Steve Arnold
A Team Land Consultants
1785 S. Whisper Cove Ave.
Boise, ID 83709
208-871-7020
steve@ateamboise.com

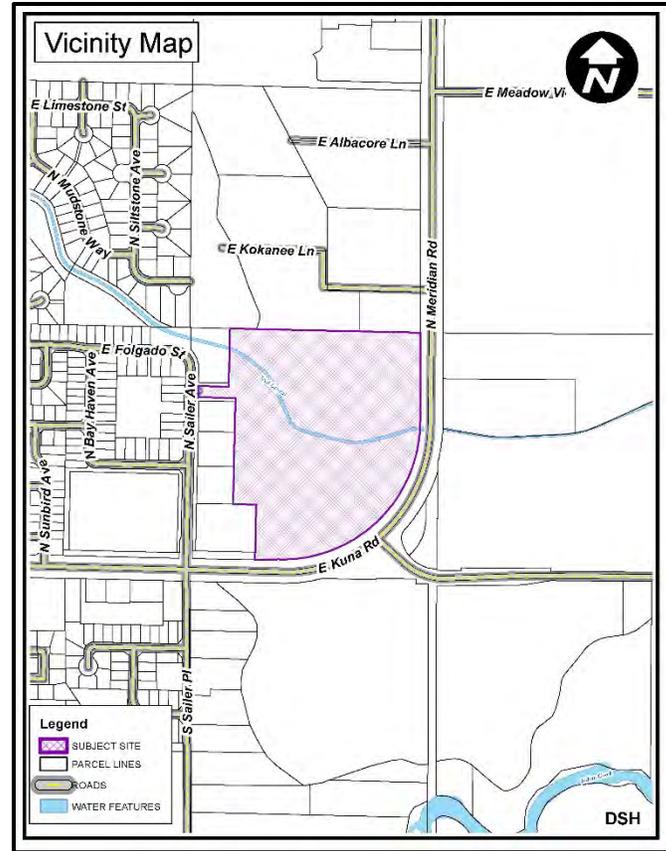


Table of Contents:

- A. Course Proceedings
- B. General Project Facts
- C. Staff Analysis
- D. Applicable Standards
- E. Council’s Proposed Order of Decision

A. Course Proceedings:

- 1. A time extension is designated in Kuna City Code (KCC) 1-14-3, as a public meeting with City Council as the decision-making body. As a public meeting, this application does not require public notices as set forth in Idaho Code, Chapter 65; Idaho Local Land Use Planning Act. The guidelines for decision making by the Council is outline in KCC 1-14-3 and have been adhered to.

B. General Project Facts:

- 1. A Team Land Consultants is requesting time extension approval for Merlin Point Subdivision No. 2 Final Plat (Ada County Assessor Parcel Nos. R0615254601, S1324449005).

C. Staff Analysis:

- 1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks time extension approval Merlin Point Subdivision No. 2 Final Plat.
- 2. An approved final plat time extension shall be valid for one (1) year from the date of approval of the findings of fact and conclusions of law of the extension by City Council.

3. The City Council is under no obligation to grant a time extension. In approving or denying the request for time extension, the City Council may add additional conditions to its approval of the request for time extension.

D. Applicable Standards:

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

E. Council's Order of Decision:

Based on the facts outlined in staff's report and testimony presented at the public meeting, the City Council of Kuna, Idaho, hereby *approves/denies* Case No. 20-01-TE, a final plat time extension request from Steve Arnold for Merlin Point Subdivision No. 2.



City of Kuna

Kuna City Council

Proposed Findings of Fact and Conclusions of Law

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

Based upon the record contained in Case No. 20-01-TE (Time Extension) including the Kuna City Code, Staff's Memorandums, exhibits, and the testimony during the public meeting, the Kuna City Council hereby *approves/denies* the Findings of Fact and Conclusions of Law for Case Nos. 20-01-TE, a final plat time extension request from A Team Land Consultants for Merlin Pointe No. 2.

If the City Council wishes to approve, deny or modify specific parts of the Findings of Fact and Conclusions of Law as detailed below, those changes must be specified.

1. *Based on the evidence contained in Case No. 20-01-TE, this proposal does/does not generally comply with Kuna City Code.*

Staff Finding: *The applicant has submitted a complete application, and following staff review, the application appears to be in general compliance with Kuna City Code Title 6.*

2. *The contents of the time extension application does/does not contain all of the necessary requirements as listed in Kuna City Code 6-2-4: - Final Plat.*

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

DATED this 3rd day of March, 2020.

received
1-15-20



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

**Time Extension Application
For Final Subdivision Plat
Fee: \$300**

For Office Use Only	
File Number (s)	20-01-TE
Project name	Merlin Point Sub No. 2
Date Received	1-15-20
Date Accepted/ Complete	
Cross Reference Files	
City Council Hearing Date	

Reason for request:

The applicant will be re-platting a portion of this site and the market for this site does not require additional commercial lots at this time. See attached letter for clarification.

Date of Time Extension:

1-15-2020

Contact/Applicant Information

Owners of Record: <u>Black Creek LP</u>	Phone Number: <u>514-4909</u>
Address: <u>P.O Box 690</u>	E-Mail: <u>lbootstfi@gmail.com</u>
City, State, Zip: <u>Meridian ID 83680</u>	Fax #: <u>401-0977</u>
Applicant (Developer): <u>A Team Land Cons.</u>	Phone Number: <u>208-871-7020</u>
Address: <u>1785 Whisper Cove Ave.</u>	E-Mail: <u>steve@ateamboise.com</u>
City, State, Zip: <u>Boise ID 83709</u>	Fax #: <u>401-0977</u>
Engineer/Representative: <u>A Team Land Cons.</u>	Phone Number: <u>208-871-7020</u>
Address: <u>1785 Whisper Cove Ave.</u>	E-Mail: <u>steve@ateamboise.com</u>
City, State, Zip: <u>Boise ID 83709</u>	Fax #: <u>401-0977</u>

Subject Property Information

Subdivision Name: <u>Merlin Pointe Subdivision</u>
Site Address: <u>1380 E. Kuna Road, Kuna ID 83634</u>
Site Location (Cross Streets): <u>SH 69 and Kuna Road</u>
Parcel Number (s): <u>R0615254601, S1324449005</u>
Section, Township, Range: <u>2N 1W SEC 24</u>

Signature: Steve Arnold Date: 1-15-2020



January 15, 2020

Mr. Troy Behunin
Planner III
City of Kuna
751 W 4th Street
Kuna, Idaho 83634

Dear Troy:

Subject: Time Extension for Merlin Pointe Subdivision No. 2

On behalf of Black Creek LLP, A Team Land Consultants requests a two-year time extension for the final plat for phase two of Merlin Pointe Subdivision. The final plat for phase one was recorded on February 11, 2019. Lot 2, Block 1, was designed for a larger commercial tenant. That tenant did not move forward with their plans. Our plan now is to re-plate Lot 2, Block 1, into several smaller commercial lots and additional townhomes lots. We do not believe that we will have that submitted by February 11, 2020. Due to that reasons, we respectfully request a two-year extension for the plat.

We hope to have the preliminary design for the re-plate completed soon so that we can record and finalize the next phase of the Merlin Pointe, but in the short term an extension on the final plat is required. Please notify us as early as possible if you should need additional information regarding this application.

Sincerely,
A Team Land Consultants

A handwritten signature in cursive script that reads "Steve Arnold".

Steve Arnold
Project & Real Estate Manager

Cc: Tom Nicholson
Scott Nicholson
Linda Boots

MERLIN POINTE SUBDIVISION NO. 1

BOOK 115, PAGE 1181B

HEALTH CERTIFICATE

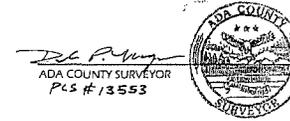
SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE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



M. J. Wilson 6/22/18
DISTRICT HEALTH DEPARTMENT, EHS DATE

CERTIFICATE OF THE COUNTY SURVEYOR

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



Deh. P. Young 11 February 2019
ADA COUNTY SURVEYOR
P&S #13553

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 18 DAY OF August, 2017, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



Chris Engels
KUNA CITY CLERK

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-130B, 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: 2-11-2019 Elizabeth Mahn
COUNTY TREASURER signed by Sean Hankins

APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

W. A. Stamm, P.E. 24 JAN 2019
CITY ENGINEER

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO } s.s.
COUNTY OF ADA }
INSTRUMENT NO. 2019-011084
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF LAND SOLUTIONS, P.C. AT 30 MINUTES PAST 2 O'CLOCK P.M. ON THIS 11 DAY OF February, 2019 IN BOOK 115 OF PLATS AT PAGES 1181B-1181B
Phil McBrane
DEPUTY EX OFFICIO RECORDER
FEE: \$21.00

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 19 DAY OF June, 2018.



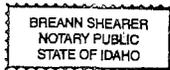
ADA COUNTY HIGHWAY DISTRICT
Sara M. Baker
BY: Sara M. Baker, PRESIDENT
TRUSTEE OF EXISTING PUBLIC RIGHT-OF-WAY

ACKNOWLEDGMENT

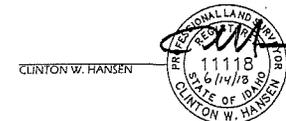
STATE OF IDAHO } s.s.
COUNTY OF ADA }

ON THIS 19th DAY OF June, 2018 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED Sara M. Baker, KNOWN TO ME TO BE THE PRESIDENT OF THE ADA COUNTY HIGHWAY DISTRICT, THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID DISTRICT, AND ACKNOWLEDGED TO THAT THE ADA COUNTY HIGHWAY DISTRICT 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.



Breann Shearer
NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING AT Boise, ID
MY COMMISSION EXPIRES July 19, 2019



CLINTON W. HANSEN PLS 111118

LandSolutions
Land Surveying and Consulting

231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 fax (208) 288-2557
www.landsolutions.biz



February 3, 2020

Steve Arnold
A Team Land Consultants
1785 S Whisper Cove Ave
Boise, ID 83709
208.871.7020
steve@ateamboise.com

Completeness Letter

20-01-TE (Time Extension) Merlin Pointe No. 2

Steve Arnold:

On January 21, 2020 Kuna's planning and zoning staff finished reviewing the submitted Time Extension application for Merlin Pointe Subdivision No. 2. This letter is to notify you the City will consider the application complete. The date for your public meeting with City Council is tentatively scheduled for **March 3, 2020** here at City hall at 6:00 pm.

Planning and Zoning Department:

Preliminary Plat Time Extension Request: \$300.00 (Paid)

Total Fees Due: \$0.00

If you have any questions regarding this information, please contact me at 922.5274 or by e-mail at dhanson@Kunaid.gov.

Respectfully,

Doug Hanson
Planner I
Kuna Planning and Zoning Department

Cc: Wendy Howell, Director of Planning Services

A-1182/1183 T-46806/46808/46803/46816

RECEIPT DATE 1-17-20 No. 192201

RECEIVED FROM A Team Land Const. \$ 300.00

Three hundred dollars & ⁰⁰/₁₀₀ DOLLARS

FOR RENT
 FOR Martin Point Sub #7 Time Extension

ACCOUNT		
PAYMENT	<u>300</u>	<u>00</u>
BAL. DUE		

CASH
 CHECK FROM _____ TO _____
 MONEY ORDER
 CREDIT CARD BY [Signature] 3-11

~~**RECEIPT** DATE 1/23/20 No. 192202~~

~~RECEIVED FROM ESI \$ 300.00~~

~~three hundred dollars & ⁰⁰/₁₀₀ DOLLARS~~

~~FOR RENT
 FOR Panda Express~~

ACCOUNT		
PAYMENT	<u>300</u>	<u>00</u>
BAL. DUE		

~~CASH
 CHECK FROM _____ TO _____
 MONEY ORDER
 CREDIT CARD BY [Signature] 3-11~~

~~**RECEIPT** DATE 1/24/20 No. 192203~~

~~RECEIVED FROM Tealui's \$ 20.00~~

~~twenty & ⁰⁰/₁₀₀ DOLLARS~~

~~FOR RENT
 FOR SPRINKLER Rockaway Labels~~

ACCOUNT		
PAYMENT	<u>20</u>	<u>00</u>
BAL. DUE		

~~CASH
 CHECK FROM _____ TO _____
 MONEY ORDER
 CREDIT CARD BY [Signature] 3-11~~

RECEIPT DATE _____ No. 192204

RECEIVED FROM _____ \$ _____

_____ DOLLARS

FOR RENT
 FOR _____

ACCOUNT		
PAYMENT		
BAL. DUE		

CASH
 CHECK FROM _____ TO _____
 MONEY ORDER
 CREDIT CARD BY _____ 3-11

Aerial Map



Legend

- SUBJECT SITE
- ROADS
- WATER FEATURES

Proposed Rodeo expense/revenue

Expenses *Based on 3 estimates and fixed costs*

Donated Water Truck use - secured
 Donated Arena Rake use - secured
 \$16,500 Prize pool added money
 \$15,000 Livestock
 \$10,600 Arena
 \$2,800 Announcer
 \$1,500 Ground prep and rehab
 \$750 Security
 \$650 12 Portable restrooms
 \$600 Rodeo Secretary
 \$500 Hay
 \$300 Shoot Boss

\$49,200

Potential \$750 Bus to parking - Depends on Location of rodeo
Potential \$250 Mailer to neighbors - Depends on location

Revenue *Secured or Anticipated*

\$18,000 1,800 tickets. 3 days x 600. 900 adults price of \$15, 900 child price of \$5
 \$7,500 Beer sales based on distributor estimates
 \$5,000 Large Event sponsor - secured
 \$1,500 Food Vendors
 \$250 Boutique Vendors

\$32,250

Revenue *Probable based on similar rodeos*

\$6,000 Bucking Shoot sponsor 6 spots @\$1,000
 \$5,000 Event sponsors 10 spots @\$500
 \$750 50/50 raffle over 3 days

\$11,750

-\$5,200 **Potential shortfall.**

Options for additional revenue:
 Inkind for hay, equipment use for ground prep/rehab, enhanced Large event sponsors, expand seating



City of Kuna

PO Box 13 ▪ 751 W 4th St. ▪ Kuna, Idaho 83634 ▪ Phone: 208.922.5274

MEMORANDUM

Date: March 3, 2020
To: Esteemed Mayor and Council Members
From: Wendy I. Howell, PCED
Re: Transportation Priority List, 2020

Before the City Council for consideration is Kuna's 2020 Transportation Priority List for approval. ACHD's Integrated Five-Year Work Plan is comprised of prioritized projects submitted by each City within ACHD's jurisdiction boundaries annually for integration into ACHD's Capital Project budget; that budget is then categorized by project cost elements and then organized into sub-programs with each focusing on a particular aspect of the county roadway system. They are as follows:

- Roadways - These projects include widening, rebuilding or preserving of arterial or collector roadways. It also includes the annual allocation to the Corridor Preservation program which allows ACHD to purchase right-of-way from new development on identified roadways prior to the year identified in the Integrated Five Year Work Plan or Capital Improvements Program.
- Intersections - Includes new, rebuild, and/or signalization intersection projects.
- Traffic - Includes projects aimed at signal upgrades, intelligent traffic systems (ITS), ACHD Commuteride projects, including park & ride lots.
- Maintenance - Includes annual programs for overlays, crack seal, cul-de-sac and scrub coat projects on roadways.
- Cooperative - Provides an annual allocation for developer projects that result from cooperative agreements between ACHD and other entities.
- Community Programs - Includes curb, gutter, pedestrian, school safety, neighborhood, bikeway or traffic calming projects not associated with a roadway widening project.

Upon approval, Kuna's transportation project priorities will be forwarded to Ada County Highway District staff for their consideration and additional vetting. Based on ACHD staff recommendations, projects which appear to serve the greatest overall public need are then approved by the ACHD Commission for inclusion into the Integrated Five-Year Work Plan.

**RESOLUTION NO. R21-2020
CITY OF KUNA, IDAHO**

**2020 TRANSPORTATION PRIORITY
REQUEST TO THE ADA COUNTY HIGHWAY DISTRICT**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE PROJECT PRIORITY LIST TITLED “CITY OF KUNA 2020 PRIORITIZATION REQUEST FORM” AS THE CITY OF KUNA, IDAHO’S OFFICIAL TRANSPORTATION PROJECT PRIORITY LIST FOR THE ADA COUNTY HIGHWAY DISTRICT; AUTHORIZING THE CITY CLERK TO TRANSMIT SAID PROJECT PRIORITY LIST TO THE ADA COUNTY HIGHWAY DISTRICT; AND REPEALING ALL PREVIOUS TRANSPORTATION PROJECT PRIORITY LISTS.

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

Section 1. The project priority list entitled “*City of Kuna 2020 Prioritization Request Form*”, in substantially the format as attached hereto as “**EXHIBIT A**”, is hereby approved as the official transportation project priority list for Kuna, Idaho.

Section 2. The City Clerk of the City of Kuna, Idaho is hereby authorized to transmit said project priority list to the Ada County Highway District.

Section 3. All previous Transportation Project Priority Lists for the City of Kuna, Idaho are hereby repealed.

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of March, 2020.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of March, 2020.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

City of Kuna 2020 Prioritization Request Form

Updates include adoption of the FY2020-2024 IFYWP. Programming status is subject to change.

Ranking Instructions:

1. Rank your project request using **only one** number per project (Please avoid using 2a, 2b, 2c, etc.).
2. Utilize the first column to reevaluate your prioritization ranking. Adjust as needed.
3. Blank lines are provided at the end of each category to add additional projects. Provide a clear description of the project request.
4. Remember to identify projects for removal.

2020 Priority Ranking	2019 Priority Ranking	Agency Project Name	Agency Project Description	Current IFYWP Programming Status			ACHD Response	ACHD Implementation Project Name
				Design YR	ROW YR	Construction YR		
Roads & Intersections								
1	1	SH 69 (Avalon Rd) and Kay St	Install a signal and a pedestrian crossing at the intersection of SH69 and Kay St.	Not Programmed	Not Programmed	Not Programmed	Scoped in summer 2019. Final report pending. Warrants to be reevaluated once post office opens in fall.	Avalon St and Kay St
Moved to Projects in Process	2	Linder Rd and Deer Flat Rd	Federal aid project to improve intersection of Linder Rd and Deer Flat Rd, including curb, gutter, sidewalk and bike lanes. Right-of-way funding will advance to a year prior to construction as funds become available.	2017-2018	2019	2020	Project to be built in 2020.	Linder Rd and Deer Flat Rd
2	3	Swan Falls Railroad Overpass (Swan Falls Rd and Shortline St)	Install a new bridge over Indian Creek and Union Pacific Railroad on Swan Falls Rd in accordance with the Kuna Crossing Feasibility and Implementation Plan.	Not Programmed	Not Programmed	Not Programmed	accordance with the Kuna Crossing and Feasible and Implementation Plan.	Swan Falls Railroad Overpass
Moved to Projects in Process	4	Ten Mile Rd and Deer Flat Rd	Install an expandable single-lane roundabout in accordance with the Ten Mile Corridor Intersection Analysis and the 2016 CIP.	Future	Future	Future	Project to begin design in 2024.	Ten Mile Rd and Deer Flat Rd
Moved to Projects in Process	5	Ten Mile Rd and Lake Hazel Rd	Widen intersection to 3/4 lanes on Ten Mile and 3/4 lanes on Lake Hazel in accordance with the 2016 CIP. (City request for a roundabout will be evaluated during the design phase of this project.)	2021	2022	2023	Project to be built in 2023.	Ten Mile Rd and Lake Hazel Rd
Moved to Projects in Process	6	Ten Mile Rd and Columbia Rd	Install a single-lane expandable roundabout in accordance with the Ten Mile Corridor Intersection Analysis.	2022	2023	Future	Project to begin design in 2022.	Ten Mile Rd and Columbia Rd
6	7	Ten Mile Rd, Hubbard Rd / Columbia Rd	Widen Ten Mile Rd to 5 lanes with curb, gutter, sidewalk, and bike lanes in accordance with the Master Street Map. Construct a roundabout at Ten Mile Rd and Hubbard Rd.	Not Programmed	Not Programmed	Not Programmed	Defer. Operating at a LOS D or better. Not a 2016 CIP project.	Ten Mile Rd, Hubbard Rd / Columbia Rd
Signalization is being done by KSD	8	Linder Rd and Columbia Rd	Install a roundabout for continuous traffic flow.	Not Programmed	Not Programmed	Not Programmed	To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Linder Rd and Columbia Rd
7	9	Kuna Rd / S Cloverdale Rd	Design and construct a wider intersection, turn lanes, and street lights. Determine if a signal is warranted due to traffic flow at the intersection.	Not Programmed	Not Programmed	Not Programmed	Defer. Operating at a LOS D or better.	Kuna Rd and Cloverdale Rd
8	10	Kuna Mora Rd, Cloverdale Rd / Cole Rd	Widen Kuna Mora Rd to 5/7 lanes with curb, gutter, sidewalk, and bike lanes in accordance with the Master Street Map. Intersection improvements to effectively handle freight trucks (GVW of 80,000 lbs. or less)	Not Programmed	Not Programmed	Not Programmed	Defer. Operating at LOS D or better. Not a 2016 CIP Project.	Kuna Mora Rd, Cloverdale Rd / Cole Rd
9	11	Deer Flat Rd and Kay St	Install a roundabout or signalization with pedestrian crossing to address continued traffic flow. Add a left turn lane from Kay onto Deer Flat.	Not Programmed	Not Programmed	Not Programmed	To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Deer Flat Rd and Kay St
3	12	Deer Flat Rd, Linder Rd to Hwy 69	Design and construct Deer Flat Rd to 5 lanes with curb, gutter, sidewalk between Linder Rd and Hwy 69.	Not Programmed	Not Programmed	Not Programmed	To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Deer Flat Rd, Linder Rd / SH 69 (Meridian Rd)
4	13	Kuna Mora Rd / Cole Rd	Improve Kuna Mora Rd and Cole Rd intersection to allow a left turn lane.	Not Programmed	Not Programmed	Not Programmed	To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Kuna Mora Rd and Cole Rd
5	14	Linder Rd / Avalon Rd / Swan Falls Rd	Construct a multi-lane roundabout at intersection per Downtown Corridor Plan (Table 18, 1-2)	Not Programmed	Not Programmed	Not Programmed	Defer. Operating at LOS D or better. Not a 2016 CIP Project.	Linder Rd, Avalon Rd / Swan Falls Rd
11	15	Kuna Rd / S Eagle Rd	Construct wider intersection, turn lanes, and determine if a signal is necessary for traffic flow.	Not Programmed	Not Programmed	Not Programmed	To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Eagle Rd and Kuna Rd
10	16	Kuna Mora Rd	Improve Kuna Mora Rd where it currently curves around a canal bank, making the road easier to move truck traffic and enable travel from the Blacks Creek. Exit through to Canyon County.	Not Programmed	Not Programmed	Not Programmed	Overpass rebuilt in 2019 and reconstruction did not include access to the interstate.	Kuna Mora Realignment at Eagle Road
12	17	Cloverdale Rd / I-84	Design and construct an ingress/egress interchange from Cloverdale Rd and I-84.	Not Programmed	Not Programmed	Not Programmed		Cloverdale Rd and I84 Interchange
2020 Priority	2019 Priority Ranking	Projects in Process	Agency Project Description	Current IFYWP Programming Status			ACHD Response	ACHD Implementation Project Name
				Design YR	ROW YR	YR		
1	2	Linder Rd and Deer Flat Rd	Federal aid project to improve intersection of Linder Rd and Deer Flat Rd, including curb, gutter, sidewalk and bike lanes. Right-of-way funding will advance to a year prior to construction as funds become available.	2017-2018	2019	2020	Project to be built in 2020.	Linder Rd and Deer Flat Rd
4	4	Ten Mile Rd and Deer Flat Rd	Install an expandable single-lane roundabout in accordance with the Ten Mile Corridor Intersection Analysis and the 2016 CIP.	Future	Future	Future	Project to begin design in 2024.	Ten Mile Rd and Deer Flat Rd
3	5	Ten Mile Rd and Lake Hazel Rd	Widen intersection to 3/4 lanes on Ten Mile and 3/4 lanes on Lake Hazel in accordance with the 2016 CIP. (City request for a roundabout will be evaluated during the design phase of this project.)	2021	2022	2023	Project to be built in 2023.	Ten Mile Rd and Lake Hazel Rd
2	6	Ten Mile Rd and Columbia Rd	Install a single-lane expandable roundabout in accordance with the Ten Mile Corridor Intersection Analysis.	2022	2023	Future	Project to begin design in 2022.	Ten Mile Rd and Columbia Rd
Community Programs								
Moved to Programs in Process	1	Main St, Ave C / Ave A	Streetscape improvements, including g road reconstruction, wider sidewalks, on street parking, drainage, and bike markings in accordance with Kuna Downtown Corridor Plan.	N/A	N/A	2020	ACHD to provide match for federal grant for roadway maintenance in FY2020.	Kuna Main St Revitalization, Avenue A / Avenue C - Maintenance
Moved to Programs in Process	2	Linder Rd, Main St / Deer Flat Rd	Complete curb, gutter, detached sidewalk and bike lanes on both sides of Linder Rd, between 4th St (Linder/Main/3rd project limits) to Deer Flat Rd. Project will construct a Rectangular Rapid Flashing Beacon at Porter St.	2022	2023	2024	Project to be built in 2024.	Linder Rd, Main St / Deer Flat Rd
Moved to Programs in Process	3	Deer Flat Rd, Linder Rd / Kay Ave	Install sidewalk.	2017-2018	2019	2020	Project to be built in 2020.	Linder Rd and Deer Flat Rd
Moved to Programs in Process	4	Deer Flat Rd and School St Pedestrian Crossing	Install an enhanced pedestrian crossing on Deer Flat Rd at School St.	2019	2019	2020-2021	Project to be built in 2020-2021.	Deer Flat Rd and School Ave Pedestrian Crossing

Moved to Programs in Process	5	Ave C, Main St/ 4th St	Construct curb, gutter, and sidewalk on both sides of Ave C, between Main St and 4th St in accordance with the Kuna Downtown Corridor Plan.	2021	2021	2022	Project to be built in 2022.	Avenue C, Main St / 04th St
Moved to Programs in Process	6	Ave D, Main St/ 4th St	Construct curb, gutter, and sidewalk on both sides of Ave D, between Main St and 4th St in accordance with the Kuna Downtown Corridor Plan.	2023	2023	2024	Project to be built in 2024.	Avenue D, Main St / 04th St
Moved to Programs in Process	7	Deer Flat Rd, Linder Rd / 1,000' E/O Linder Rd	Construct a sidewalk on the south side of Deer Flat Rd to provide a contiguous walkway.	2017-2018	2019	2020	Project to be built in 2020.	Linder Rd and Deer Flat Rd
Moved to Programs in Process	8	Ten Mile Rd and Crenshaw St	Install an enhanced pedestrian crossing and school zone on Ten Mile Rd at Crenshaw St.	2019	2020	2020	Project to be built in 2020.	Ten Mile Rd and Crenshaw St Pedestrian Crossing
2	9	Swan Falls Rd and Indian Creek Pathway Pedestrian Crossing	Install an enhanced pedestrian crossing on Swan Falls Rd at the Indian Creek Pathway.	Not Programmed	Not Programmed	Not Programmed	Scoped. To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Swan Falls Rd and Indian Creek Pedestrian Crossing
1	10	Linder Ave/Avalon St, 2nd St/ Orchard St	Install an interim asphalt pathway with extruded curb on the north side of Linder Ave/Avalon St within existing right-of-way. Includes an enhanced pedestrian crossing (rectangular rapid flashing beacon) and curb ramps on Avalon St at Orchard (west side).	Not Programmed	Not Programmed	Not Programmed	Scoped. To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Avalon St, Swan Falls Rd / 02nd St
3	11	Avenue B, south of Main St	185' of sidewalk on the west side of Ave. B, to connect senior center to downtown.	Not Programmed	Not Programmed	Not Programmed	Scoped. To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Avenue B, S/O Main St
Moved to Programs in Process	12	Kuna Middle School Zone	Install flashing school zone beacons near Kuna Middle School with a 20 mph signage during school hours on Ten Mile Rd and Boise St	2021	2021	2022	Project to be built in 2022.	Kuna Middle School Zone, Ten Mile Ave and Boise St
Moved to Programs in Process	13	Ten Mile Rd and Deer Flat Rd Pedestrian Crossing	Install an enhanced pedestrian crossing on Ten Mile Rd at Deer Flat Rd.	2024	Future	Future	Pedestrian crossing to be built with reconstruction of the intersection. Design to start in 2024.	Ten Mile Rd and Deer Flat Rd
5	14	Ave B, Main St / 4th St	Construct curb, gutter, and sidewalk on both sides of Ave 8, between Main St and 4th St in accordance with the Kuna Downtown Corridor Plan.	Not Programmed	Not Programmed	Not Programmed	Scoped. To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Avenue B, Main St / 4th St
4	15	Ave A, Main St / 4th St	Construct curb, gutter, and sidewalk on both sides of Ave A, between Main St and 4th St in accordance with the Kuna Downtown Corridor Plan.	Not Programmed	Not Programmed	Not Programmed	Scoped. To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Avenue A, Main St / 4th St
6	16	Ave B, 2nd St / Main St	Construct curb, gutter, and sidewalk on both sides of Ave 8, between 2nd St and Main St in accordance with the Kuna Downtown Corridor Plan.	Not Programmed	Not Programmed	Not Programmed	Scoped. To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Avenue B, 2nd St / Main St
7	17	Ave C, 2nd St / Main St	Construct curb, gutter, and sidewalk on both sides of Ave C, between 2nd St and Main St in accordance with the Kuna Downtown Corridor Plan.	Not Programmed	Not Programmed	Not Programmed	Scoped. To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Avenue C, 2nd St / Main St
11	18	4th St, School St/ Linder Ave	Concept design to revitalize evaluate infrastructure, pedestrian, bicycle, lighting and utility improvements.	Not Programmed	Not Programmed	Not Programmed	ACHD to support a city-led effort.	4th St, School St / Linder Ave
8	19	Avalon St, Ten Mile Rd / School Ave	Construct sidewalk on the south side of Avalon St from Ten Mile Rd to School Ave.	Not Programmed	Not Programmed	Not Programmed	To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Avalon St, Ten Mile Rd / School Ave
9	20	Deer Flat Rd, Kay St / SH 69 (Meridian Rd)	Install sidewalk on the south side of Deer Flat Rd from Kay St to SH 69 (Meridian Rd) in front of the dairy due to wheelchair and student usage.	Not Programmed	Not Programmed	Not Programmed	To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Deer Flat Rd, Linder Rd / SH 69 (Meridian Rd)
14	21	Ave B and 2nd St Parking Lot	2nd St downtown parking lot design including solar energy options, lighting, electric car charging, impervious asphalt, landscaped islands, and covered area for farmer's market.	Not Programmed	Not Programmed	Not Programmed	ACHD to support a City-led effort.	Avenue B and 2nd St (Parking Lot)
13	22	2nd St, Ave D / Avalon St	Install bike lanes in accordance with the Kuna Downtown Corridor Plan.	Not Programmed	Not Programmed	Not Programmed	appropriate at this time. ACHD to reevaluate as conditions change in the area.	2nd St, Ave D / Avalon St
12	23	Kay St, Deer Flat Rd / Limestone Ct	Construct curb, gutter, sidewalk on the east side of Kay St, between Deer Flat Rd and Limestone Ct	Not Programmed	Not Programmed	Not Programmed	East side sidewalk to be built through development. Complete sidewalk exists on the west side of Kay St.	Kay St, Deer Flat Rd / Boise St
16	24	Park and Ride Lot	Park and ride lot. Location to be determined	Not Programmed	Not Programmed	Not Programmed	ACHD to support a City-led effort.	Park and Ride Lot (Location TBD)
15	25	Greenbelt Extension (West)	Extend greenbelt west to Deer Flat Rd.	Not Programmed	Not Programmed	Not Programmed	ACHD to support a City-led effort.	Greenbelt Extension (West to Deer Flat Rd)
16	26	Greenbelt Extension (East)	Extend greenbelt east to Stroebel Rd.	Not Programmed	Not Programmed	Not Programmed	ACHD to support a City-led effort.	Greenbelt Extension (East to Stroebel Rd)
17		Linder Rd., Deer Flat Rd./Lake Hazel Rd	Bike lane to provide safe area for students going between the existing high school and the tech high school for classes.					
9		2nd St-Linder to Ave C	Traffic calming measures including lighting					This area has park area on north and south of 2nd St with festivities taking place throughout the year, children frequently cross without looking in this area.
Community Programs in Process								
1	1	Main St, Ave C / Ave A	Streetscape improvements, including g road reconstruction, wider sidewalks, on street parking, drainage, and bike markings in accordance with Kuna Downtown Corridor Plan.	N/A	N/A	2020	ACHD to provide match for federal grant for roadway maintenance in FY2020.	Kuna Main St Revitalization, Avenue A / Avenue C - Maintenance
8	2	Linder Rd, Main St/ Deer Flat Rd	Complete curb, gutter, detached sidewalk and bike lanes on both sides of Linder Rd, between 4th St (Linder/Main/3rd project limits) to Deer Flat Rd. Project will construct a Rectangular Rapid Flashing Beacon at Porter St.	2022	2023	2024	Project to be built in 2024.	Linder Rd, Main St / Deer Flat Rd
5	3	Deer Flat Rd, Linder Rd / Kay Ave	Install sidewalk.	2017-2018	2019	2020	Project to be built in 2020.	Linder Rd and Deer Flat Rd
4	4	Deer Flat Rd and School St Pedestrian Crossing	Install an enhanced pedestrian crossing on Deer Flat Rd at School St.	2019	2019	2020-2021	Project to be built in 2020-2021.	Deer Flat Rd and School Ave Pedestrian Crossing
7	5	Ave C, Main St/ 4th St	Construct curb, gutter, and sidewalk on both sides of Ave C, between Main St and 4th St in accordance with the Kuna Downtown Corridor Plan.	2021	2021	2022	Project to be built in 2022.	Avenue C, Main St / 04th St
6	6	Ave D, Main St/ 4th St	Construct curb, gutter, and sidewalk on both sides of Ave D, between Main St and 4th St in accordance with the Kuna Downtown Corridor Plan.	2023	2023	2024	Project to be built in 2024.	Avenue D, Main St / 04th St
2	7	Deer Flat Rd, Linder Rd / 1,000' E/O Linder Rd	Construct a sidewalk on the south side of Deer Flat Rd to provide a contiguous walkway.	2017-2018	2019	2020	Project to be built in 2020.	Linder Rd and Deer Flat Rd
Completed	8	Ten Mile Rd and Crenshaw St	Install an enhanced pedestrian crossing and school zone on Ten Mile Rd at Crenshaw St.	2019	2020	2020	Project to be built in 2020.	Ten Mile Rd and Crenshaw St Pedestrian Crossing
4	12	Kuna Middle School Zone	Install flashing school zone beacons near Kuna Middle School.	2021	2021	2022	Project to be built in 2022.	Boise St
9	13	Ten Mile Rd and Deer Flat Rd Pedestrian Crossing	Deer Install an enhanced pedestrian crossing on Ten Mile Rd at Deer Flat Rd.	2024	Future	Future	Intersection crossing to be built with reconstruction of the intersection. Design to start in 2024.	Ten Mile Rd and Deer Flat Rd

NOTE: Highlighted areas have comments attached to the cell.

Lisa Holland – Economic Development Update, February 27, 2020

Mayor and Members of the Council,

I wanted to give you a quick update on two pieces of legislation that received a motion to move to the House this week related to economic development.

The first is HB521 related to Data Center Sales Tax Exemption, which would allow technology companies placing significant investment in servers and equipment to receive an exemption on the sales taxes they pay. They have to replace most of that equipment every 3 years, and Idaho is one of the only states in the Northwest that doesn't allow for a sales tax exemption. Kuna has competed for several data center projects over the last two years, but has not moved past the first site visit. They have expressed continued interest, but are waiting to make a move until Idaho is willing to look at sales tax relief as an option to support their investment. In the draft legislation, they have to invest at least \$250 million and 30 jobs before they would qualify for the exemption. I think this bill would benefit Kuna greatly as we have some strong site options to present, so I wanted to pass on the talking points I received below related to HB521.

The second is HB210 related to the Idaho Small Employer Incentive Act (“Business Advantage”) which is one of two economic development incentives Idaho offers to companies. This is an existing program that is slated to sunset December 31, 2020. The bill would extend that sunset through 2030. I've included a letter from the Idaho Director of Commerce that explains the incentive in more detail.

Overall, this month has picked up in activity for conversations with developers and brokers, and Kuna continues to see new commercial interest every day. One challenge we have in Kuna is availability of existing buildings to house companies and small businesses in. We have land availability, but for many of our home based businesses, they can't afford the investment it would take to create a brick and mortar location. You'll see in the following pages a few slides related to a concept we'd like to propose for Kuna. In another community, the Tionesta Market Village (where most of these photos are from) built a series of small sheds that they converted into a retail pop-up village. If we were able to replicate the concept in Kuna, we see great potential in the ability to help our home based businesses, create a community gathering space, and bring additional vibrancy to downtown Kuna. I'll look forward to walking through the concept in more depth with you at the Council meeting this week.

Lastly, we have a draft of the Urban Renewal eligibility study complete and are reviewing it with Elam & Burke currently. We will be bringing forward an item on the next council agenda to appoint board members to the existing Urban Renewal Agency for Kuna to further review this study before presenting it to council for consideration of next steps.

As always, feel free to reach out to me with any questions. - Lisa Holland

H. 521 - DATA CENTER SALES TAX EXEMPTION

- H521: Exempts server equipment and new construction for companies that:
 - Invest at least \$250 million and create *at least* 30 new jobs.
 - Exempts purchases only after 7/1/2020.
 - Taxpayer cannot qualify if it has taken advantage of TRI incentives.
 - Attracts large-scale enterprise Data Centers (DC) which would not come to Idaho otherwise.
- No Fiscal Impact. Idaho will not attract an enterprise DC without this incentive, so there is no lost revenue.
- At least 30 other states do not impose sales tax on server equipment.
- Data centers are engines of economic growth.
 - DCs provide *at least* 30 good-paying jobs for continuing operations, but the main economic advantages are in other areas:
 - Construction jobs – major construction in the beginning and continuing at a high level during peak construction.
 - Support jobs in the service industries, including HVAC, electrical, building support, etc.
 - Other tech industry – DCs tend to be magnets for other tech businesses.
 - Tech infrastructure – Idaho is underdeveloped in size & location of fiber routes; DCs drive need for & supply resources for improvement.
- Even with a sales tax exemption, Idaho would receive incremental tax revenue:
 - Greater income tax revenues would be generated by the data center itself, and income and sales tax collections would increase from the multiplier effect of growth in related areas. National data show 2.8 jobs created from each new data center job; for one data center company, job multipliers ranged from 3.3 to 4.6. A Virginia study shows each \$1M in incentives generated 155 jobs, \$26.5 M in state GDP, and \$14.6 M in personal income, with each dollar of exemption returning 72 cents to VA (not counting local tax revenue).



Brad Little, Governor

Tom Kealey, Director

Dear Idaho Teammates,

Since 2005, the Idaho Small Employer Incentive Act (“Business Advantage”) has been a cornerstone of Idaho’s incentive offering, delivering tax credits to businesses that invest in our state. This well rounded, carefully considered incentive is due to sunset December 31, 2020. With the Governor’s support, Jake Reynolds and I are representing a bill (“RS 220-01”) to extend that sunset date through 2030. We would appreciate your support.

As a reminder, to qualify for Business Advantage, a business must invest a minimum of \$500,000 in new facilities and/or plant, and must create at least ten (10) new jobs paying \$40,000 annually plus health benefits and the average wage of any additional new employee during the project period must be at \$15.50 per hour plus health benefits.

Business Advantage provides:

- 3.75% investment tax credit on tangible personal property
- 2.5% investment tax credit on new plant and facilities
- Up to \$3,000 in tax credit per high wage job
- 25% sales tax rebate on construction materials

To date, 30 companies have utilized Business Advantage, adding an average of \$20 million per year in capital expenditure to Idaho’s economy for the past 10 years.

Another key benefit of Business Advantage is that the taxpayer files an Idaho tax form meaning to self-certify for the incentive. Tax credits are reimbursed through the normal income tax/sales tax processes with no additional administrative overhead required. This process is easy for the taxpayer and the Idaho Tax Commission to administer.

Please keep this important benefit for both existing and new Idaho companies. What can you do to help? Discuss the importance of Business Advantage with your state elected representatives. If you have the appropriate opportunity, please spread the word in association and organization meetings where you participate and ask others to show their support and do the same. Please let Jake or me know if we can assist. We appreciate all your efforts.

Sincerely,

A handwritten signature in blue ink that reads "Tom Kealey".

Tom Kealey
Director Idaho Commerce

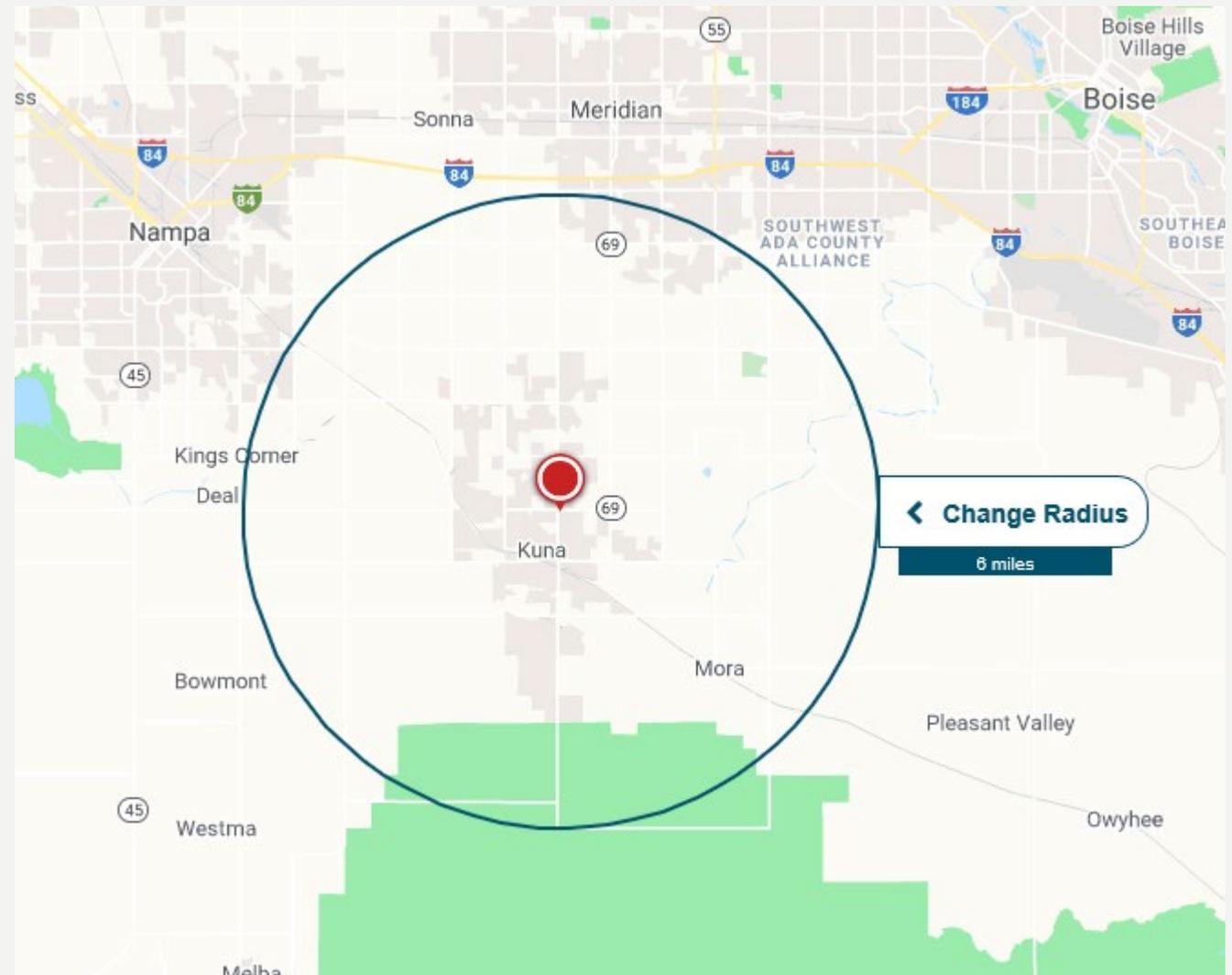
RETAIL POP-UP/ INCUBATOR CONCEPT



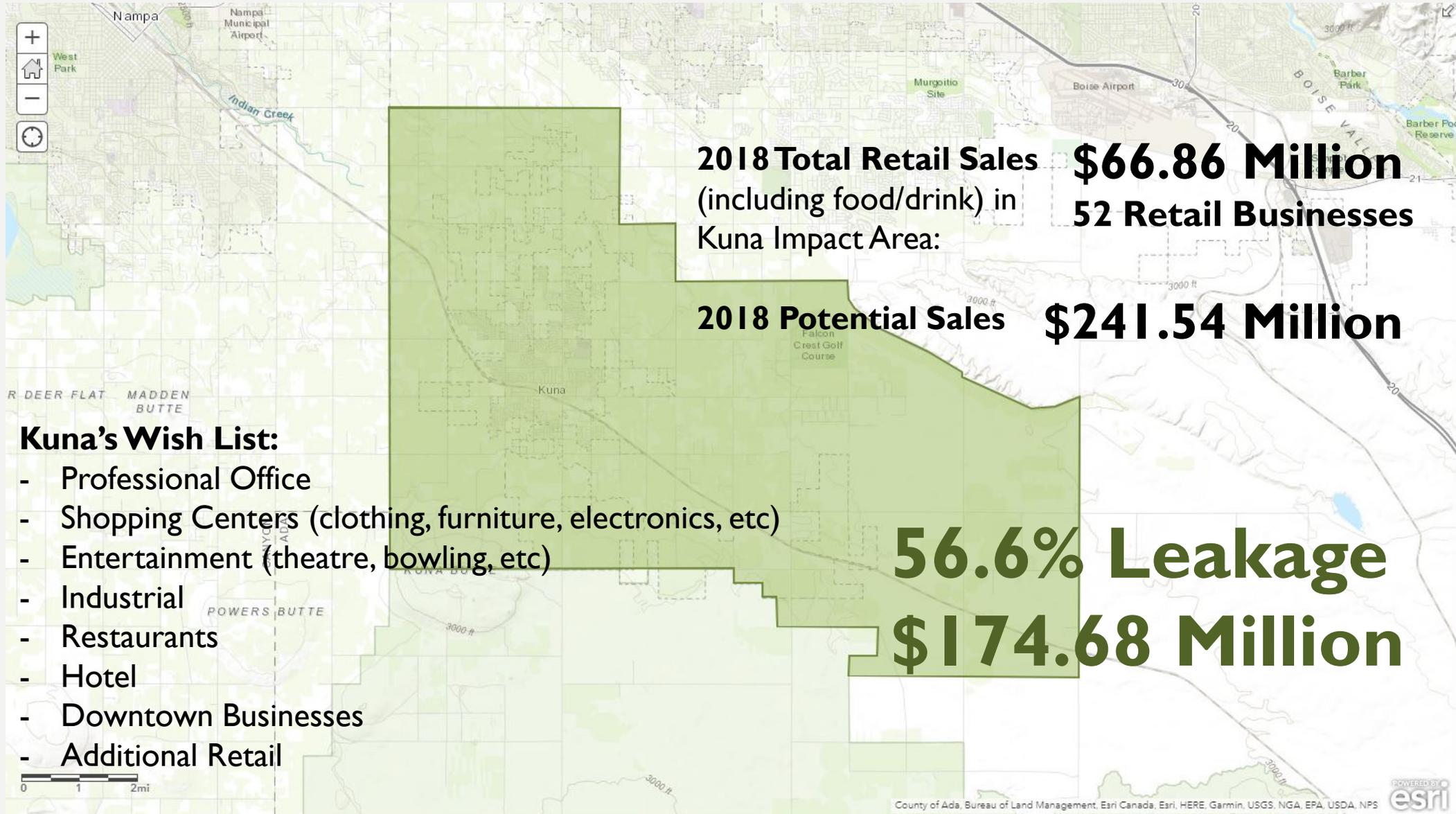
DEMOGRAPHICS

**6 Mile Radius =
64,336 people**

**1 Retail Shopping
Center in 6 Miles**

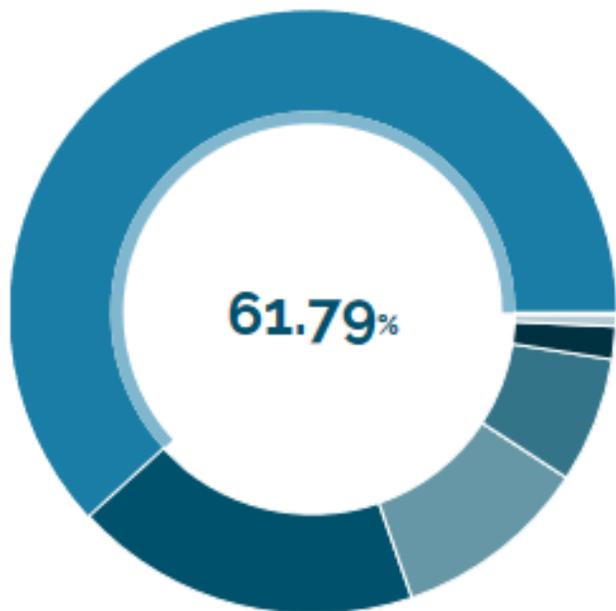


RETAIL OPPORTUNITY



Total Establishments by Size

Default 



	1-4 Employees	61.79%
	5-9 Employees	18.52%
	10-19 Employees	10.47%
	20-49 Employees	6.73%
	50-99 Employees	1.76%
	100-249 Employees	0.59%
	250-499 Employees	0.07%
	500-999 Employees	0.07%

HOW MANY HOME-BASED BUSINESSES DOES KUNA HAVE?

91 Businesses have a home occupation business license with the City of Kuna



RETAIL INCUBATORS IN OTHER CITIES









RETAIL INCUBATOR FOR KUNA

- City of Kuna would invest in eight to ten 120 sq ft buildings first year. (cost of \$6,000 a piece)
- Retail Pop-Up would run from May – Sept (Memorial Day to Labor Day) and have limited hours (weekends and select evenings). Could also run a holiday season.
- Could coordinate food-trucks or concerts to support the retail initiative
- Kuna Economic Development Committee would oversee the mix of tenants and applications
- Entrepreneurial Training programs will be available to all participants in the program.

(Space above reserved for recording)

**ORDINANCE NO. 2020-13
CITY OF KUNA, IDAHO**

**ORDINANCE AMENDING THE EXTERIOR BOUNDARIES
OF THE KUNA MUNICIPAL IRRIGATION SYSTEM
[CHALLENGER DEVELOPMENT INC. real property]**

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

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

The City Council findings: The City Council makes the following findings of its authority, purpose, and the history of the enactment of this ordinance:

- 1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the “KMIS”); and
- 1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and
- 1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor’s office as CHALLENGER DEVELOPMENT INC. [legally described in **Exhibit A** attached to this Ordinance and by this reference incorporated herein] (the “SUBJECT REAL PROPERTIES”) within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and

1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 3rd day of March, 2020.

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A

**LEGAL DESCRIPTION FOR WATER RIGHTS ON
CHALLENGER DEVELOPMENT INC.
ARBOR RIDGE 6**

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

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

Thence N00°09'48"W, 119.81 feet along said easterly right of way;

Thence N28°50'34"E, 30.88 feet along said easterly right of way;

Thence S89°53'45"E, 3.38 feet along said easterly right of way;

Thence N00°27'15"W, 50.00 feet along said easterly right of way;

Thence N45°51'42"W, 25.28 feet along said easterly right of way;

Thence N00°09'48"W, 188.93 feet along said easterly right of way;

Thence N89°56'56"W, 10.00 feet;

Thence N00°09'48"W, 146.95 feet parallel to and 10.00 feet westerly of said easterly right of way;

Thence N89°50'12"E, 120.00 feet;

Thence S85°19'37"E, 50.18 feet;

Thence S89°53'45"E, 360.00 feet;

Thence N00°06'15"E, 101.01 feet;

Thence N05°35'07"W, 50.00 feet;

Thence N00°06'15"E, 104.23 feet;

Thence S89°53'45"E, 83.00 feet;

Thence N67°47'21"E, 53.90 feet;

Thence N89°42'40"E, 100.00 feet to the westerly boundary of Arbor Ridge Subdivision No. 1 as shown in Book 96 of Plats, Pages 10269 through 12074, records of Ada County, Idaho;

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

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

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

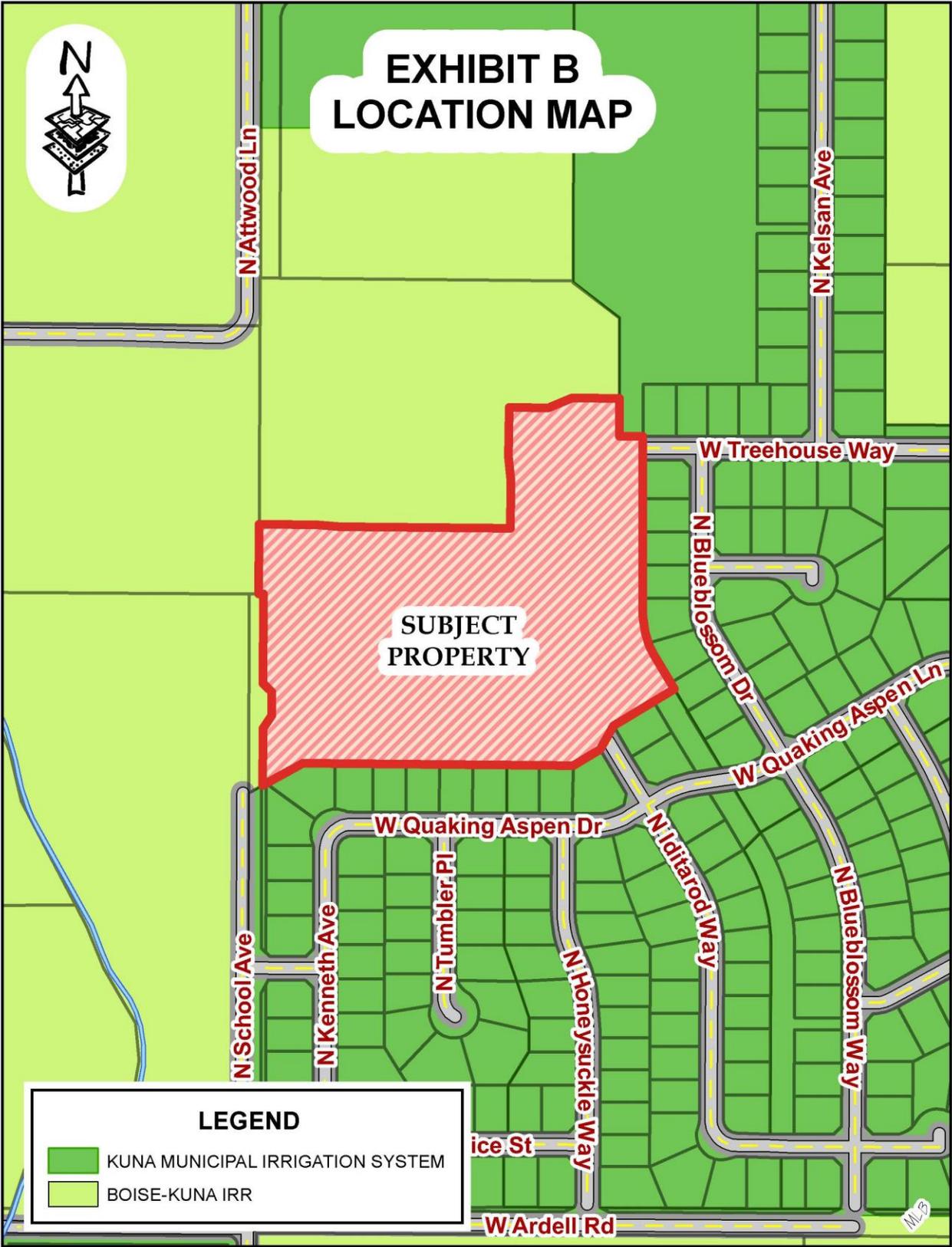
S58°24'58"W, 150.00 feet;
S28°55'27"W, 57.44 feet;
S58°24'58"W, 66.38 feet;

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

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

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

Comprising 10.80 acres, more or less.



(Space above reserved for recording)

**ORDINANCE NO. 2020-14
CITY OF KUNA, IDAHO**

**ORDINANCE AMENDING THE EXTERIOR BOUNDARIES
OF THE KUNA MUNICIPAL IRRIGATION SYSTEM
[ENDURANCE HOLDINGS 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 ENDURANCE HOLDINGS LLC.; AND**
- **DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; AND**
- **DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; AND**
- **DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND**
- **PROVIDING AN EFFECTIVE DATE.**

The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

- 1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the “KMIS”); and
- 1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and
- 1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor’s office as ENDURANCE HOLDINGS LLC. [legally described in **Exhibit A** attached to this Ordinance and by this reference incorporated herein] (the “SUBJECT REAL PROPERTIES”) within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and

- 1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 3rd day of March, 2020.

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A**LEGAL DESCRIPTION FOR WATER RIGHTS ON
ENDURANCE HOLDINGS LLC.
ARBOR RIDGE 5**

A portion of the southeast quarter of the northwest quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of said Section 14, thence S00°19'50"E, 2,643.85 feet along the centerline of North Linder Road and the easterly boundary of the northeast quarter of said Section 14 to the southeast corner of the northeast quarter of said Section 14 and the centerline of West Ardell Road; thence S89°56'20"W, 2,642.11 feet along the southerly boundary of the northeast quarter of said Section 14 to the southwest corner of the northeast quarter of said Section 14; thence S89°56'43"W, 20.03 feet along the southerly boundary of the northwest quarter of said Section 14 to the **Point of Beginning**:

Thence continuing S89°56'43"W, 505.48 feet along the southerly boundary of the northwest quarter of said Section 14

Thence N18°56'15"E, 112.81 feet;

Thence N40°53'15"E, 75.00 feet;

Thence N64°08'15"E, 150.00 feet;

Thence N36°55'15"E, 80.00 feet;

Thence N09°16'15"E, 49.70 feet;

Thence N06°05'45"W, 79.60 feet;

Thence N30°39'45"W, 134.10 feet;

Thence N22°13'45"W, 94.40 feet;

Thence N27°59'45"W, 297.91 feet;

Thence N13°23'45"W, 109.40 feet;

Thence N23°51'45"W, 149.50 feet;

Thence N48°45'45"W, 94.20 feet;

Thence N00°27'52"W, 135.99 feet;

Thence S89°56'56"E, 655.11 feet to the easterly boundary of the northwest quarter of said Section 14;

Thence continuing S89°56'56"E, 10.00 feet;

Thence S00°09'48"E, 188.93 feet along a line 10 feet easterly of and parallel with the westerly boundary of the northeast quarter of said Section 14;

Thence S45°51'42"E, 25.28 feet;

Thence S00°27'15"E, 50.00 feet;

Thence S89°53'45"W, 3.38 feet;

Thence S28°50'34"W, 30.88 feet;

| Thence S00°09'48"E, 119.81 feet along a line 10 feet easterly of and parallel with the westerly boundary of the northeast quarter of said Section 14;

Thence S62°24'45"W, 33.80 feet;

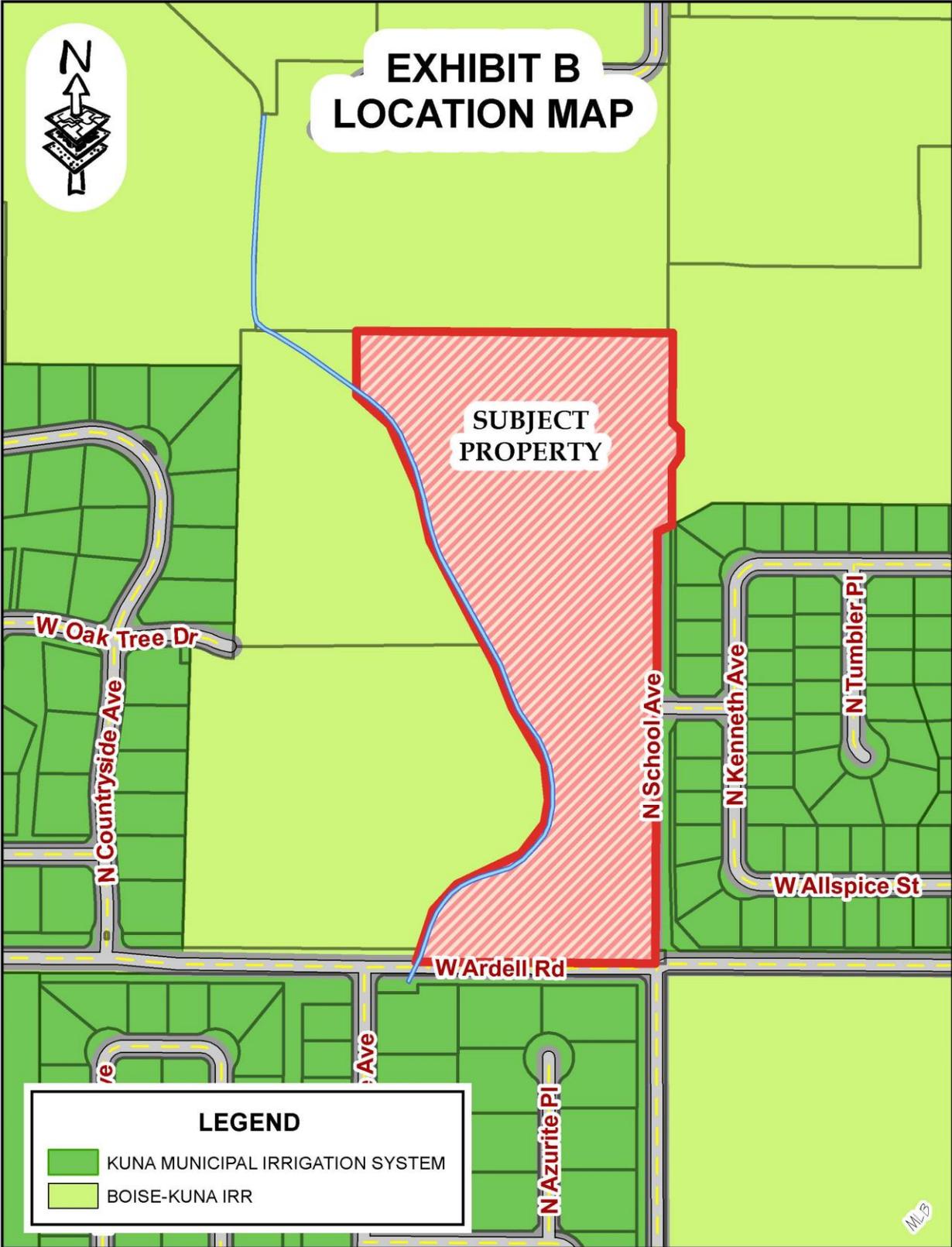
Thence S89°50'12"W, 23.00 feet;

Thence S00°09'48"E, 879.90 feet along a line 20 feet westerly of and parallel with the easterly boundary of the northwest quarter of said Section 14;

Thence N89°50'12"E, 23.00 feet;

Thence S00°09'48"E, 28.00 feet to the **Point of Beginning**.

Comprising 12.75 acres more or less



(Space above reserved for recording)

**ORDINANCE NO. 2020-15
CITY OF KUNA, IDAHO**

**ORDINANCE AMENDING THE EXTERIOR BOUNDARIES
OF THE KUNA MUNICIPAL IRRIGATION SYSTEM
[DB 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 DB 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 BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND**
- **PROVIDING AN EFFECTIVE DATE.**

The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

- 1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the “KMIS”); and
- 1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and
- 1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor’s office as DB 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 Boise~Kuna Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 3rd day of March, 2020.

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A
LEGAL DESCRIPTION FOR WATER RIGHTS ON
DB DEVELOPMENT LLC.
ARDELL 3

A parcel of land situate in the north half of the southeast quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho, being more particularly described as follows:

Commencing at the east quarter corner of said Section 14 which bears S00°19'50"E, 2,643.85 feet from the northeast corner of said Section 14; thence S89°56'29"W, 25.00 feet along the northerly boundary of the southeast quarter of said Section 14 to the westerly right-of-way of North Linder Road and to the Point of Beginning;

Thence S00°20'30"E, 105.93 feet along a line 25.00 feet westerly of and parallel to the easterly boundary of the southeast quarter of said Section 14 and along the westerly boundary of North Linder Road;

Thence S89°39'30"W, 27.33 feet;

Thence S56°19'42"W, 21.05 feet;

Thence 20.86 feet along a non-tangent curve deflecting to the left having a radius of 262.50 feet, a central angle of 4°33'15", a long chord bearing of N17°05'36"W, and a long chord distance of 20.86 feet;

Thence 27.91 feet along a tangent curve deflecting to the left having a radius of 82.50 feet, a central angle of 19°23'00", a long chord bearing of N29°03'44"W, and a long chord distance of 27.78 feet;

Thence 45.39 feet along a tangent curve deflecting to the left having a radius of 44.50 feet, a central angle of 58°26'15", a long chord bearing of N67°58'21"W, and a long chord distance of 43.44 feet;

Thence 50.52 feet along a tangent curve deflecting to the left having a radius of 900.00 feet, a central angle of 3°12'58", a long chord bearing of S84°25'01"W, and a long chord distance of 50.51 feet;

Thence S89°56'20"W, 647.16 feet along a line 62.00 feet south of and parallel with the northerly boundary of the southeast quarter of said Section 14;

Thence S00°03'34"E, 113.29 feet;

Thence S27°46'04"W, 56.59 feet;

Thence S00°20'24"E, 115.00 feet;

Thence N89°50'45"E, 55.25 feet;

Thence S00°20'24"E, 115.00 feet;

Thence S06°02'56"E, 50.27 feet;

Thence S00°20'24"E, 150.00 feet to the northerly boundary of Ardell Estates Subdivision No. 1 as shown in Book 111 of Plats at Pages 15987 through 15989 records, Ada County, Idaho;

Thence the following courses and distances along said northerly boundary of Ardell Estates Subdivision No. 1:

N85°33'27"W, 63.72 feet; N82°42'17"W, 192.20 feet; N85°40'37"W, 63.71 feet;
S89°50'45"W, 203.06 feet; S47°21'43"W, 66.63 feet; S89°50'45"W, 110.43 feet;

Thence N05°53'19"W, 399.63 feet;

Thence N00°03'34"W, 55.75 feet;

Thence N26°30'20"E, 55.90 feet;

Thence N00°03'34"W, 143.02 feet to the southerly right-of-way of West Ardell Road;

Thence N89°56'20"E, 561.44 feet along a line 20.00 feet southerly of and parallel with the northerly boundary of the southeast quarter of said Section 14 and along the southerly right-of-way of West Ardell Road;

Thence N00°20'34"W, 20.00 feet to the northerly boundary of the southeast quarter of said Section 14 and to the centerline of West Ardell Road;

Thence N89°56'20"E, 900.14 feet along the northerly boundary of the southeast quarter of said Section 14 and the centerline of West Ardell Road to the Point of Beginning.

Comprising 10.84 acres, more or less.
Subject to easements of record or apparent.

