



**OFFICIALS**  
Joe Stear, Mayor  
Richard Cardoza, Council Member  
Warren Christensen, Council Member  
Greg McPherson, Council Member  
Vacant, Council Member

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

**City Council Meeting**  
**AGENDA**  
**Tuesday, September 15, 2020**

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

*Per the Order issued by Central District Health on July 14, 2020,  
**Social distancing and face masks will be required.***

*Due to social distancing protocol,  
the **Council Chambers Audience Occupancy Capacity is 15.***

***The first 15 persons** who appear, in addition to Mayor, City Council, and staff, will be allowed  
in Council Chambers. All other persons may access the meeting via Live Streaming.*

**Live Streaming Instructions:**

Members of the public may watch the September 15, 2020 Council Meeting via Facebook Live.  
Live feed will start at **6:00 P.M.** on the City of Kuna Idaho Facebook page linked below:

<https://www.facebook.com/CityofKunaIdaho/>

*For questions please call the Kuna City Clerk's Office at (208) 387-7726.*

***Public testimony will be received on the cases listed under Public Hearings within this Agenda.  
The instructions and options available for public testimony are listed below.***

**APPLICANT/PUBLIC ORAL PUBLIC HEARING TESTIMONY PROCESS:**

**Written – Up to noon the day of the Public Hearing**

1. Submit any below stated option **prior to noon the day of the Public Hearing meeting.**  
Late submissions will not be included.
2. Submit testimony via our website on the [Public Testimony Form](#).  
Kunacity.id.gov > Doing Business > Forms and Applications > Frequently Requested  
Applications and Forms > ONLINE Public Testimony Form
3. Submit testimony via email to [PublicHearingTestimony@KunaID.gov](mailto:PublicHearingTestimony@KunaID.gov)
4. Submit via mail to:  
City of Kuna  
Attention: City Clerk's Office  
PO Box 13  
Kuna, ID 83634

**Oral – Via electronic call during the Public Hearing**

1. Submit request **no later than noon the day of the Public Hearing meeting.**
2. Email [PublicHearingTestimony@KunaID.gov](mailto:PublicHearingTestimony@KunaID.gov)

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 (208) 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.

- ✓ Your name
  - ✓ Address
  - ✓ Phone Number you will be calling from to give testimony
  - ✓ Email Address
  - ✓ Date of Public Hearing
  - ✓ Case number or Identification of Public Hearing
3. Watch your email for a reply email with the information to join the meeting electronically. (Check your spam/junk folder as a precaution)
  4. Follow the dial in information.
  5. Call into the virtual lobby a minimum of 5 minutes prior to the meeting.

**Oral – In Person Testimony during the Public Hearing.**

All persons wishing to testify must, state their name and residential address. No person shall speak until recognized by the Mayor. A three (3) minute time limit will be placed on all testimonies.

*PLEASE NOTE:* Due to social distancing protocol, the Council Chambers Audience Occupancy Capacity is 15. The first 15 persons who appear, in addition to Mayor, City Council, and staff, will be allowed in Council Chambers.

*If you have questions regarding public testimony,  
please call the Kuna City Clerk’s Office at (208) 387-7726.*

**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 Dated September 1, 2020
- B. Accounts Payable Dated September 10, 2020 in the amount of \$1,418,794.57
- C. Resolution No. R52-2020

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY SHERIFF’S OFFICE FOR LAW ENFORCEMENT SERVICES FOR THE FISCAL YEAR 2021 FOR THE CITY OF KUNA, IDAHO.**

**D. Final Plats:**

1. Case No. 20-15-FP (Final Plat) for Gran Prado No. 2
2. Case No. 20-16-FP (Final Plat) for Arbor Ridge No. 7
3. Case No. 20-18-FP (Final Plat) for Winfield Springs No. 7
4. Case No. 20-19-FP (Final Plat) for Redhawk Square
5. Case No. 20-20-FP (Final Plat) for Greyhawk No. 11

**AA. Kuna City Council Seat**

1. Consideration to approve Resolution No. R48-2020 Accepting Resignation of Briana Buban-Vonder Haar and Declaring her City Council position vacant effective September 1, 2020 **ACTION ITEM**

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

- MAKING CERTAIN FINDINGS;
- ACCEPTING RESIGNATION BRIANA BUBAN-VONDER HAAR AND DECLARING HER CITY COUNCIL POSITION VACANT;
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

2. Consideration to approve Resolution No. R49-2020 Approval of the Mayor's appointment to fill City Council vacancy with John Laraway **ACTION ITEM**

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

- MAKING CERTAIN FINDINGS;
- APPROVAL OF THE MAYOR'S APPOINTMENT TO FILL CITY COUNCIL VACANCY;
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

3. Swearing in of John Laraway to the Kuna City Council **ACTION ITEM**
4. Elect Council President **ACTION ITEM**

**5. External Reports or Requests:**

Update from Police Chief Jon McDaniel

**6. Public Hearings:**

*Due to current health precautions associated with the Coronavirus, the City of Kuna is providing alternative ways for the community to submit comments at public hearings. To learn more about the process for written and oral testimony please follow the directions above or call the City of Kuna Clerk's Office at (208) 387-7726.*

- A. *Public Hearing continued from August 18, 2020 and September 1, 2020 for testimony regarding sewer capacity and consideration to approve Case No. 19-09-S (Preliminary Plat) for Corbin's Cove Subdivision – Troy Behunin, Planner III ACTION ITEM*

Applicant, Gary McAllister, requests to subdivide approximately 6.00 acres in Kuna City Limits with Medium Density Residential Zoning into 22 total lots and has reserved the name Corbin's Cove Subdivision. The site is near the Southwest Corner of Avalon St. and School Ave., Kuna, Idaho; in Section 26, T 2N, R 1W, APN #'s: R5080251061, R5070251161 and R5070251166.

*Re-Open Public Hearing*

*Receive evidence*

*Consideration to close evidence presentation and proceed to deliberation*

*Potential Motions:*

*Consideration to either:*

*Option 1: Approve or Deny Case No. 19-09-S (Preliminary Plat) and the Findings of Fact, Conclusions of Law and Order of Decision as presented in the packet and Close the Public Hearing.*

*Option 2: Continue the Public Hearing to a time and date certain and direct staff to prepare a draft Findings of Fact, Conclusions of Law and Order of Decision for consideration by the Council.*

- B. *This is being re-heard because of a publication error by the Kuna Melba News.*

Public Re-Hearing and consideration to approve Annual Appropriation Ordinance No. 2020-26, Resolution No. R43-2020 Foregone Property Tax Levy, and R44-2020 Reservation of Right to take Foregone Increase in Subsequent Year – Jared Empey, City Treasurer ACTION ITEM

*Open Public Re-Hearing*

*Receive evidence*

*Potential Motion:*

*Consideration to close evidence presentation and proceed to deliberation*

- I. Consideration to approve Ordinance No. 2020-26 ACTION ITEM

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, PROVIDING FOR FINDINGS, PROVIDING FOR THE ADOPTION OF A BUDGET AND THE APPROPRIATION OF EXPENDITURE OF SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF KUNA, IN ACCORDANCE WITH OBJECT AND PURPOSES AND IN THE CERTAIN AMOUNTS HEREIN SPECIFIED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING ON SEPTEMBER 30, 2021; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY OF THE CITY OF KUNA AND PROVIDING FOR AN EFFECTIVE DATE AND THE FILING OF A CERTIFIED COPY OF THIS

ORDINANCE WITH THE IDAHO SECRETARY OF STATE, THE ADA COUNTY CLERK, AND THE IDAHO STATE TAX COMMISSION.

*Consideration to waive three readings*  
*Consideration to approve ordinance*

2. Consideration to approve Resolution No. R43-2020 **ACTION ITEM**

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

- SETTING FORTH FINDINGS; AND
- CERTIFYING THE INTENT OF THE CITY COUNCIL OF THE CITY OF KUNA TO LEVY, AS A PART OF THE GENERAL TAX LEVY PURSUANT TO ORDINANCE NO. 2020-26 THE RECOVERY OF ITS FORGONE PROPERTY TAX; AND
- DIRECTING THE CITY CLERK; AND
- SETTING AN EFFECTIVE DATE.

3. Consideration to approve Resolution No. R44-2020 **ACTION ITEM**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA;

- SETTING FORTH FINDINGS; AND
- ELECTION TO BUDGET LESS THAN THE MAXIMUM ALLOWABLE NON-EXEMPT PROPERTY TAX INCREASE FOR FISCAL YEAR 2020-2021; AND
- RESERVING THE RIGHT TO RECOVER FISCAL YEAR 2020-2021 FORGONE ALLOWABLE NON-EXEMPT PROPERTY TAX INCREASE IN A SUBSEQUENT YEAR BY ADOPTION OF THIS RESOLUTION AND SPECIFYING THE AMOUNT OF THE FORGONE ALLOWABLE NON-EXEMPT PROPERTY TAX INCREASE BEING RESERVED; AND
- DIRECTING THE CITY CLERK; AND
- SETTING AN EFFECTIVE DATE.

**7. Business Items:**

**A.** Domestic Violence Awareness Month Proclamation – Mayor Stear

**B.** Consideration to approve Resolution No. R50-2020 – Nancy Stauffer, Human Resources Director **ACTION ITEM**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE COST OF LIVING INCREASE OF ONE AND 26/100 PERCENT (1.26%) FOR ALL FULL-TIME CITY EMPLOYEES; ADOPTING THE FISCAL YEAR 2021 STEP AND GRADE CHART FOR ALL FULL-TIME NON-DIRECTOR EMPLOYEES AS ATTACHED HERETO AS EXHIBIT A; AND DECLARING THE EFFECTIVE DATE.

- C. Consideration to approve Resolution No. R51-2020 – Nancy Stauffer, Human Resources Director **ACTION ITEM**

A RESOLUTION OF THE CITY OF KUNA, IDAHO AMENDING THE STEP AND GRADE POLICY REMOVING THE PARKS DEPARTMENT FROM ADDENDUM NO. 1 PUBLIC WORKS DEPARTMENT AND CREATING ADDENDUM NO. 3 PARKS DEPARTMENT; ALIGNING THE PARKS DEPARTMENT STARTING WAGE WITH THE REST OF THE CITY OF KUNA DEPARTMENTS' STARTING WAGES AS ATTACHED HERETO; AMENDING R08-2019A; AND DECLARING THE EFFECTIVE DATE.

- D. Consideration to approve contingency funds for roof repairs in the amount of \$15,000 for City Hall to be split between General, Water, Sewer and Pressurized Irrigation Funds and \$5,000 for Parks from the General Fund – Paul Stevens, City Engineer **ACTION ITEM**
- E. Consideration to approve contingency funds for engineering fees in the amount of \$30,000 from the Pressurized Irrigation Fund for Danskin Pond – Paul Stevens, City Engineer **ACTION ITEM**
- F. Consideration to approve contingency funds in the amount of \$91,360.96 from the Sewer Fund for the adjusted final cost of the Prospector Gravity Sewer Project – Paul Stevens, City Engineer **ACTION ITEM**

**8. Ordinances: None**

**9. Executive Session: None**

**10. Mayor/Council Announcements:**

**11. Adjournment:**

**OFFICIALS**

Joe Stear, Mayor  
 Richard Cardoza, Council Member  
 Warren Christensen, Council Member  
 Greg McPherson, Council Member  
 Vacant, Council Member

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

**City Council Meeting**  
**MINUTES**  
**Tuesday, September 1, 2020**

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4. Submit via mail to:  
 City of Kuna  
 Attention: City Clerk's Office  
 PO Box 13  
 Kuna, ID 83634

**Oral – Via electronic call during the Public Hearing**

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  - ✓ Your name
  - ✓ Address
  - ✓ Phone Number you will be calling from to give testimony
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  - ✓ Date of Public Hearing
  - ✓ Case number or Identification of Public Hearing
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### **Oral – In Person Testimony during the Public Hearing.**

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

Mayor Stear called the meeting to order. Facebook live was not working but they would continue to work on that while they proceeded with the meeting.

### **COUNCIL MEMBERS PRESENT:**

Mayor Joe Stear – In Person  
 Council Member Richard Cardoza – In Person  
 Council Member Warren Christensen – In Person  
 Council Member Greg McPherson – In Person  
 Council Member - Vacant

### **CITY STAFF PRESENT:**

Chris Engels, City Clerk – In Person  
 Jared Empey, City Treasurer – In Person  
 Bill Gigray, City Attorney – In Person  
 Lisa Holland, Economic Development Director – Via Zoom  
 Wendy Howell, Planning & Zoning Director – In Person  
 Nancy Stauffer, Human Resources Director – In Person  
 Paul Stevens, City Engineer – Via Zoom  
 Bobby Withrow, Parks Director – Via Zoom  
 Troy Behunin, Planner III – In Person

Mayor Stear announced Council Member Buban-Vonder Haar had officially moved. He still had a few people to contact for interviews. The plan was to have a decision ready for Council to look at on September 15, 2020, the next City Council Meeting.

**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.*

*(Timestamp 00:01:12)*

**A.** Regular City Council Meeting Minutes Dated August 18, 2020

**B.** Accounts Payable Dated August 27, 2020 in the amount of \$5,402,352.71

**C.** Resolution No. R46-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY NSDR 3.5 LLC FOR THE REDHAWK SQUARE SUBDIVISION FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING PURSUANT TO THE TERMS OF THIS RESOLUTION.

**D.** Findings of Fact and Conclusions of Law for Case No. 20-01-OA – Sign Ordinance Amendment

**E.** Final Plats:

- 1.** Case No. 20-13-FP (Final Plat) for Ardell Estates No. 4
- 2.** Case No. 20-14-FP (Final Plat) for Silver Trail No. 6
- 3.** Case No. 20-17-FP (Final Plat) for Winfield Springs No. 6

**Motion To:** Approve the Consent Agenda as published

**Motion By:** Council Member McPherson

**Motion Seconded:** Council Member Christensen

**Further Discussion:** None

**Approved by the Following Roll Call Vote:**

**Voting Aye:** Council Members Cardoza, Christensen, and McPherson

**Voting No:** None

**Absent:** None

**Motion Passed:** 3-0.

## 5. *External Reports or Requests: None*

## 6. *Public Hearings:*

Due to current health precautions associated with the Coronavirus, the City of Kuna is providing alternative ways for the community to submit comments at public hearings. To learn more about the process for written and oral testimony please follow the directions above or call the City of Kuna Clerk's Office at (208) 387-7726.

### A. *Applicant requests this be tabled until the September 15, 2020 Council Meeting.*

*Public Hearing continued from August 18, 2020 for testimony regarding sewer capacity and consideration to approve Case No. 19-09-S (Preliminary Plat), Corbin's Cove Subdivision – Troy Behunin, Planner III ACTION ITEM (Timestamp 00:02:05)*

Applicant, Gary McAllister, requests to subdivide approximately 6.00 acres in Kuna City Limits with Medium Density Residential Zoning into 22 total lots and has reserved the name Corbin's Cove Subdivision. The site is near the Southwest Corner of Avalon St. and School Ave., Kuna, Idaho; in Section 26, T 2N, R 1W, APN #'s: R5080251061, R5070251161 and R5070251166.

Mayor Stear explained this had been opened at the last meeting and they were bringing it back for information on sewer connections and those availabilities. The applicant requested this be tabled to the September 15, 2020 meeting. He asked Troy Behunin, Planner III, to give a report on that.

Mr. Behunin stated Council had requested additional information about sewer capacity and answers for sewer lift station problems. Mr. Behunin had a discussion with the City Engineer about that and he was ready to make a statement, however, the applicant became aware of some issues with the sewer line. The applicant requested an additional two weeks to discuss the issues with his client and the City. Staff supported that.

Mayor Stear had no one signed up to testify on the signup sheets. He asked if there was anyone wishing to speak on this matter who could not be there for the September 15, 2020 hearing.

There were none.

Mayor Stear asked for a motion of the City Council to continue this hearing to the September 15, 2020 City Council Meeting.

**Motion To:** Table Case No. 19-09-S (Preliminary Plat) until the September 15, 2020 Council Meeting

**Motion By:** Council Member McPherson

**Motion Seconded:** Council Member Christensen

**Further Discussion:** None

**Motion Passed:** 3-0.

**B. *Staff requests this be tabled until the October 20, 2020 Council Meeting due to noticing requirements***

Public Hearing and consideration to approve Case No. 19-08-ZC (Rezone) and 19-10-S (Preliminary Plat) for Monarch Landing Subdivision – Troy Behunin, Planner III

**ACTION ITEM**

*(Timestamp 00:05:30)*

Mason & Associates, Inc. (applicant) requests Rezone, Preliminary Plat, Special Use Permit (SUP) and Design Review approvals for the Monarch Landing Subdivision. Applicant requests a rezone for approx. 17.34 total acres from Agriculture (AG) to a C-3 Commercial (Service Commercial) zone. Applicant also requests preliminary plat approval in order to re-subdivide Lot 1, Block 1 of Tukila Meadow Sub into 15 total lots, and requests a SUP to place an approx. five (5) acre self-storage facility on the same site. The subject site is at SWC Linder and Hubbard Roads, Kuna, ID 83634, within Section 14, Township 2 North, Range 1 West (APN R8555340170).

Mayor Stear stated this had also been asked to be tabled. He asked Planner III Troy Behunin to clarify the reason for the request.

Mr. Behunin explained the staff requested this to be tabled because there was a noticing error with the Idaho Press Tribune. For whatever reason it was listed it would be heard by the Planning & Zoning Commission on September 1, 2020. Staff was requesting time to properly notice the hearing.

Mayor Stear stated, as a matter of procedure, normally, if it hadn't been a publishing issue and they just wanted to continue the matter, they would open the public hearing and then continue it so whoever was there that wanted to testify could. However, since it was a noticing problem, they wanted to be sure to correct that first so everyone had a chance. He asked Council for a motion.

**Motion To:** Table Case No. 19-08-ZC (Rezone) and 19-10-S (Preliminary Plat) to the October 20, 2020 Council Meeting

**Motion By:** Council Member McPherson

**Motion Seconded:** Council Member Christensen

**Further Discussion:** None

**Motion Passed:** 3-0.

**C. Public Hearing and consideration to approve Annual Appropriation Ordinance No. 2020-26, Resolution No. R43-2020 Foregone Property Tax Levy, and R44-2020 Reservation of Right to take Foregone Increase in Subsequent Year – Jared Empey, City Treasurer**

**ACTION ITEM**

*(Timestamp 00:08:22)*

City Treasurer Jared Empey stated this was the budget hearing where they could discuss the next fiscal year budget. Essentially, the budget hadn't changed from the tentative budget they approved back in August, with the exception of two items. Basically, a

cosmetic change with the Sales Tax Revenue. In the past they had gotten part from the State and part from the County. Now it was essentially 100% from the State. The payor changed. That detail would have changed in the minute detail of that line item. The other was in the Grant Fund. They added in amounts received from CARES Act Funding and expenditures. The reason for that was it had to be included in the budget. At the end of the day, it was a net zero change but that activity had to be included in the budget due to the CARES fund activity they would be experiencing mainly through their reimbursement program and the small business grants they were approved for. Other than, that there were no changes.

Mr. Empey noted, regarding the resolutions, they were reserving the right to take the 3% in a following year. They were not taking it that year but were reserving the right to take it in the future. R44-2020 was reserving that right and R43-2020 was taking a small amount of foregone they had from the previous year. Every year they got some foregone amount after the fact due to annexations and public utilities. Those public utilities were analyzed and given to them after budgeting was over because it was a complex calculation done by Idaho State Tax Commission instead of Ada County. That \$1,100 on resolution R43-2020 was just taking the amount they would have taken the previous year. He stood for questions.

Mayor Stear recapped there were a couple minor changes that didn't impact the bottom line.

Mayor Stear opened the public hearing. He did not have anyone signed up to testify in this matter. He asked if there was anyone who wished to testify.

There were none.

Support: None

Against: None

Neutral: None

Rebuttal: None

**Motion To:** Close the evidence presentation and proceed to deliberation

**Motion By:** Council Member McPherson

**Motion Seconded:** Council Member Christensen

**Further Discussion:** None

**Motion Passed:** 3-0.

1. Consideration to approve Ordinance No. 2020-26 **ACTION ITEM**

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING

SEPTEMBER 30, 2021, PROVIDING FOR FINDINGS, PROVIDING FOR THE ADOPTION OF A BUDGET AND THE APPROPRIATION OF EXPENDITURE OF SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF KUNA, IN ACCORDANCE WITH OBJECT AND PURPOSES AND IN THE CERTAIN AMOUNTS HEREIN SPECIFIED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING ON SEPTEMBER 30, 2021; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY OF THE CITY OF KUNA AND PROVIDING FOR AN EFFECTIVE DATE AND THE FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE IDAHO SECRETARY OF STATE, THE ADA COUNTY CLERK, AND THE IDAHO STATE TAX COMMISSION.

*Consideration to waive three readings*  
*Consideration to approve ordinance*

**Motion To:** Waive three readings of Ordinance No. 2020-26

**Motion By:** Council Member McPherson

**Motion Seconded:** Council Member Christensen

**Further Discussion:** None

**Motion Passed:** 3-0.

**Motion To:** Approve Ordinance No. 2020-26

**Motion By:** Council Member McPherson

**Motion Seconded:** Council Member Christensen

**Further Discussion:** None

**Approved by the Following Roll Call Vote:**

**Voting Aye:** Council Members Cardoza, Christensen, and McPherson

**Voting No:** None

**Absent:** None

**Motion Passed:** 3-0.

2. Consideration to approve Resolution No. R43-2020 **ACTION ITEM**

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

- SETTING FORTH FINDINGS; AND
- CERTIFYING THE INTENT OF THE CITY COUNCIL OF THE CITY OF KUNA TO LEVY, AS A PART OF THE GENERAL TAX LEVY PURSUANT TO ORDINANCE NO. 2020-26 THE RECOVERY OF ITS FORGONE PROPERTY TAX; AND
- DIRECTING THE CITY CLERK; AND
- SETTING AN EFFECTIVE DATE.

**Motion To:** Approve Resolution No. R43-2020

**Motion By:** Council Member McPherson

**Motion Seconded:** Council Member Christensen

**Further Discussion:** None

**Motion Passed:** 3-0.

3. Consideration to approve Resolution No. R44-2020 **ACTION ITEM**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA;

- SETTING FORTH FINDINGS; AND
- ELECTION TO BUDGET LESS THAN THE MAXIMUM ALLOWABLE NON-EXEMPT PROPERTY TAX INCREASE FOR FISCAL YEAR 2020-2021; AND
- RESERVING THE RIGHT TO RECOVER FISCAL YEAR 2020-2021 FORGONE ALLOWABLE NON-EXEMPT PROPERTY TAX INCREASE IN A SUBSEQUENT YEAR BY ADOPTION OF THIS RESOLUTION AND SPECIFYING THE AMOUNT OF THE FORGONE ALLOWABLE NON-EXEMPT PROPERTY TAX INCREASE BEING RESERVED; AND
- DIRECTING THE CITY CLERK; AND
- SETTING AN EFFECTIVE DATE.

**Motion To:** Approve Resolution No. R44-2020

**Motion By:** Council Member McPherson

**Motion Seconded:** Council Member Christensen

**Further Discussion:** None

**Motion Passed:** 3-0.

**7. Business Items:**

A. Consideration to Resolution No. R45-2020 – Jared Empey, City Treasurer **ACTION ITEM**

*(Timestamp 00:15:49)*

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING AGREEMENT NO. 13364-1-20 WITH ADA COUNTY AND THE ADA COUNTY PROSECUTING ATTORNEY'S OFFICE FOR THE PROVISION OF PROSECUTORIAL SERVICES FOR THE FISCAL YEAR 2020-2021; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

City Treasurer Jared Empey presented the agreement. This was essentially just renewing the agreement from the previous year. The fees for their services wouldn't increase. It was \$54,000 for FY2020 and it would stay that amount. He stood for questions.

**Motion To:** Approve Resolution No. R45-2020

**Motion By:** Council Member McPherson

**Motion Seconded:** Council Member Christensen

**Further Discussion:** None

**Motion Passed:** 3-0.

- B.** Consideration to approve Resolution No. R47-2020 – Lisa Holland, Economic Development Director **ACTION ITEM**  
(Timestamp 00:17:19)

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO, DETERMINING CERTAIN ADDITIONAL AREAS WITHIN THE CITY OR WITHIN THE CITY'S AREA OF OPERATION, TO BE A DETERIORATED AREA AND/OR A DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018(9) AND 50-2903(8), DIRECTING THE URBAN RENEWAL AGENCY OF KUNA, IDAHO TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN SUBJECT TO CERTAIN CONDITIONS, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS, FOR ALL OR PART OF THE AREA; AND PROVIDING AN EFFECTIVE DATE.

Economic Development Director Lisa Holland reviewed her memo from the packet. They had to make some minor modifications to the original eligibility study they did for the Urban Renewal Agency. She walked them through some of those changes on a map on page 346 of the packet. For the most part the eligibility study remained intact but, in order to move forward with presenting the district plan, they had to adopt a new resolution stating Council accepted the findings of the eligibility study including the supplement. Then they would bring the district plan back to Council in a couple months. On the map there was a black line that went around the boundary of the Urban Renewal District. That was the original area they studied. There was a small mapping glitch that made that a straight line around the boundary instead of snapping to the parcel boundaries. A correction they made was adjusting the boundary to match where the parcel lines were. Also, they included some of the right-of-way that wasn't included in the original boundary but was intended to be and was part of the study. The new orange line went around the parcel boundaries and right-of-way.

Ms. Holland also noted I, II, and III were additional properties added into the eligibility study. Number I was initially intended to be in there. It was planned for commercial use in the Future Land Use Map for the City but it got missed in the first eligibility study. Number II was behind Albertsons. While they had the parking lot around Albertsons and the buildings in the front as part of the study, they neglected to include the undeveloped land behind Albertsons. It was the same land owner so they just adjusted the boundary to include that piece. Number III was the second half of the Zamzows Park property. They included part of it but not the whole thing. They wanted to be able to help Parks Director Bobby Withrow when he went to develop that park so he would have the resources he needed. Those were the three main changes in the supplement.

Ms. Holland reviewed they were working on an agreement with Ada County. They met with them the day before and they were very favorable about where they were at and supportive of the plans. The area in blue and the area in pink stripes on the map were areas that were part of the eligibility study, but would not be part of the district plan that would be brought back to Council. They removed it because of some of the feedback received from land owners and Ada County. It just wasn't the right time to put that in the

development planning. They could look at that area again in the future potentially. The green striped area was the only parcels in Ada County limits, not City limits, and they were working with Ada County to establish an agreement so they could be part of the district without needing to annex into the City. However, when they came forward for development, they would have to annex into the City at that point in time but, this helped them with the process. Those were the main changes. She stood for questions.

Mayor Stear added the changes made effectively negotiated a favorable comment from the County. He asked if there were any questions for Ms. Holland.

There were no questions.

Mayor Stear commented this had been quite the process. Normally, these types of things didn't require a lot of public meetings and bringing the public in for comment but they had gone that extra step. Ms. Holland had worked very hard and diligently to make sure they did their best to ensure that everybody understood what they were doing and why so they would avoid problems in the future. He commended her for that. That was something they liked to do here; be transparent. He thanked her for that.

Ms. Holland added they did two public workshops on Zoom. She thought there were about 30 people total that participated. They sent a letter out to every single property owner in the boundary district, reached out to over 150 people via email about the planning process itself, and if there were any comments about priorities within the plan they were trying to wrap that up that week to make sure they were all integrated in. They had some great community feedback and she thought they had a great, solid plan of some of projects that could be considered. She would be coming before Council for public hearing on November 4, 2020 tentatively.

Council Member Cardoza asked why they varied down 4<sup>th</sup> Street. It looked like they went north on a couple of those and he wanted to know why they didn't go straight down 4<sup>th</sup> Street.

Ms. Holland replied the original map with the black line covered 4<sup>th</sup> Street. The new one snapped to the parcel boundaries. They did cover all the properties that touched 4<sup>th</sup> Street. Some of them just had longer parcel boundaries than others.

Council Member Cardoza asked if Keller was doing some sort of research down 4<sup>th</sup> Street.

City Clerk Chris Engels responded no. The City just finished Phase I of 4<sup>th</sup> Street Planning. It was a continuation of Downtown. It was a different make up; the bike path requirements, the mixed use. It was JUB who had been working on it. They had been studying the environmental and looking at the surveys and right-of-ways. Some of the area was fairly tight. They didn't want to be in someone's living room.

**Motion To:** Approve Resolution No. R47-2020  
**Motion By:** Council Member McPherson  
**Motion Seconded:** Council Member Christensen  
**Further Discussion:** None  
**Motion Passed:** 3-0.

## 8. Ordinances:

- A. Third Reading and Consideration to approve Ordinance No. 2020-24 **ACTION ITEM**  
 (Timestamp 00:26:16)

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

- AMENDING CHAPTER 8, TITLE 3; AND
- PROVIDING FOR ADDITIONAL DEFINITIONS; AND
- MAKING TECHNICAL CHANGES; AND
- PROVIDING FOR SPECIAL EVENTS REGULATIONS AND PERMITS;
- AND PROVIDING FOR PARADE SPECIAL EVENT REGULATIONS AND PERMITS; AND
- PROVIDING FOR BLOCK EVENT REGULATIONS; AND
- PROVIDING FOR TECHNICAL CORRECTIONS TO THE ATTENDEE PROJECTION GOOD FAITH ESTIMATE SPECIAL APPLICATION REGULATIONS; AND
- PROVIDING FOR PERMIT DENIAL AND PROCEDURE; AND
- PROVIDING FOR LIBERAL CONSTRUCTION OF ADMINISTRATIVE REGULATORY POWERS AND AUTHORITY PROVIDED; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Mayor Stear asked if any other comments had come in.

City Clerk Chris Engels said they had not.

*Consideration to approve ordinance*

*Consideration to approve summary publication*

**Motion To:** Approve Ordinance No. 2020-24  
**Motion By:** Council Member McPherson  
**Motion Seconded:** Council Member Christensen  
**Further Discussion:** None  
**Approved by the Following Roll Call Vote:**  
**Voting Aye:** Council Members Cardoza, Christensen, and McPherson  
**Voting No:** None  
**Absent:** None  
**Motion Passed:** 3-0.  
**Motion To:** Approve summary publication of Ordinance No. 2020-24  
**Motion By:** Council Member McPherson

**Motion Seconded:** Council Member Christensen  
**Further Discussion:** None  
**Motion Passed:** 3-0.

**B.** Consideration to approve Ordinance No. 2020-27 **ACTION ITEM**  
(Timestamp 00:28:27)

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 HDP GREYHAWK LLC.; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; AND
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; AND
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE NEW YORK IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND
- PROVIDING AN EFFECTIVE DATE.

*Consideration to Waive Three Readings of Ordinance*  
*Consideration to Approve Ordinance*

**Motion To:** Waive three readings of Ordinance No. 2020-27  
**Motion By:** Council Member McPherson  
**Motion Seconded:** Council Member Christensen  
**Further Discussion:** None  
**Motion Passed:** 3-0.

**Motion To:** Approve Ordinance No. 2020-27  
**Motion By:** Council Member McPherson  
**Motion Seconded:** Council Member Christensen  
**Further Discussion:** None  
**Approved by the Following Roll Call Vote:**  
**Voting Aye:** Council Members Cardoza, Christensen, and McPherson  
**Voting No:** None  
**Absent:** None  
**Motion Passed:** 3-0.

**C.** Consideration to approve Ordinance No. 2020-28 **ACTION ITEM**  
(Timestamp 00:30:02)

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 NSDF 3.5 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 of Ordinance*

*Consideration to Approve Ordinance*

**Motion To:** Waive three readings of Ordinance No. 2020-28

**Motion By:** Council Member McPherson

**Motion Seconded:** Council Member Christensen

**Further Discussion:** None

**Motion Passed:** 3-0.

**Motion To:** Approve Ordinance No. 2020-28

**Motion By:** Council Member McPherson

**Motion Seconded:** Council Member Christensen

**Further Discussion:** None

**Approved by the Following Roll Call Vote:**

**Voting Aye:** Council Members Cardoza, Christensen, and McPherson

**Voting No:** None

**Absent:** None

**Motion Passed:** 3-0.

**9. Executive Session:** None

**10. Mayor/Council Announcements:**

*(Timestamp 00:31:35)*

Mayor Stear hoped they all had noticed the new banners up around town and along the greenbelt. There were more. They were every other post on the greenbelt and staff was waiting for more rod extensions to hang more from the posts. When they got those the rest of the banners would go up and, of course, when the construction downtown was done and more light posts where in, more would go there. The banners had received a lot of favorable comment and he was pleased with the way that all came about. A gentleman had gotten ahold of him at one point saying they had not put the flags up on Main Street like they normally did for the 4<sup>th</sup> of July. The VFW usually did that and with the construction downtown that didn't happen. Mayor Stear thought this was appropriate and it was certainly a great time to show patriotism and bring people together in this City. He got together with staff and City Clerk

Chris Engels contacted Creative Wraps. That was what they came up with for the banners. They were also working on some stuff for in front City Hall that would make it look really nice. He was going to ask the gentleman if he could use his name because he was the one that made him remember the City needed to be doing this stuff. This was one of the reasons why Mayor Stear liked having contact with the community and talking with them all of the time. It was good to have people remind him of stuff. This was a good thing and, if this gentleman wanted him to, he would give him some credit for that. It made Mayor Stear feel good every time he saw the banners down there. It looked like America and he was glad.

Council Member Cardoza stated about three years prior he came around the bend at the park and the City or the American Legion had put up all those flags. He thought it looked great and had called the Idaho Statesman to see if they would send someone out to take a picture and put it in the paper. He watched the Idaho Statesman for a week and there was never a picture. It seemed like, if it was negative, Kuna was in the news but, if it was positive, they didn't have time to come out.

Mayor Stear thought a lot of people in the community noticed and that was important but, unfortunately, he also thought Council Member Cardoza was right.

Mayor Stear reiterated Council Member Buban-Vonder Haar had moved. He was working on contacting a couple other people who had asked to be looked at. He would try to make that decision and have that all done the next week so it could go on the next agenda and the position could be filled as soon as possible. He thought, at that point, it would be appropriate to appoint a new Council President.

City Attorney Bill Gigray didn't know if they had officially recognized the receipt of her resignation based on her residency and declared a vacancy so they could proceed to a appoint a Council Member. He recommended putting all of that on the agenda for the next meeting. He assumed they were waiting for that official communication regarding her change in residence. Then they could declare a vacancy by statute. He had a form for that.

Council Member Cardoza asked if they needed to publish the opening of the seat.

Mr. Gigray replied they could but they were not required to.

Mayor Stear said there were quite a few applicants that came in on their own. There was quite a list to choose from and they were all very interested in helping out the community and willing to put the time in to do it. It would not be an easy decision based on the applicants he had.

## **11. Adjournment: 6:41 P.M.**

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Joe L. Stear, Mayor

ATTEST:

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Chris Engels, City Clerk

*Minutes prepared by Ariana Welker, Deputy City Clerk*

*Date Approved: CCM 09.15.2020*



### CITY OF KUNA

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

## SIGN-UP SHEET

September 1, 2020 – City Council, Public Hearing

Case Name: Corbin's Cove Subdivision.

Case Type: New Subdivision.

Case No.: 19-10-S (preliminary plat).

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

IN FAVOR		NEUTRAL		IN OPPOSITION	
<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>
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**CITY OF KUNA**

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**SIGN-UP SHEET**

**September 1, 2020 – City Council, Public Hearing**

Case Name: **Monarch Landing Subdivision**, Preliminary Plat.

Case Type: New Commercial Subdivision

Case No.: 19-08-ZC (rezone) AND 19-10-S (prelim plat).

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

IN FAVOR		NEUTRAL		IN OPPOSITION	
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Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>ABC STAMP, SIGNS &amp; AWARDS</b>												
277	ABC STAMP, SIGNS & AWARDS	0544777		<u>NAME PLATE FOR CATHERINE FEISTNER, C. OSWALD, AUG.'20-P&amp;Z</u>	08/25/2020	4.95	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	9/20		
277	ABC STAMP, SIGNS & AWARDS	0544777		<u>NAME PLATE FOR CATHERINE FEISTNER, C. OSWALD, AUG.'20-WATER</u>	08/25/2020	5.20	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/20		
277	ABC STAMP, SIGNS & AWARDS	0544777		<u>NAME PLATE FOR CATHERINE FEISTNER, C. OSWALD, AUG.'20-SEWER</u>	08/25/2020	5.20	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/20		
277	ABC STAMP, SIGNS & AWARDS	0544777		<u>NAME PLATE FOR CATHERINE FEISTNER, C. OSWALD, AUG.'20-PI</u>	08/25/2020	4.48	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/20		
Total 0544777:						19.83	.00					
Total ABC STAMP, SIGNS & AWARDS:						19.83	.00					
<b>ADA COUNTY HIGHWAY DISTRICT (IMPACT)</b>												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	08312020ACH		<u>ACHD IMPACT FEE, AUG.'20</u>	08/31/2020	216,867.00	216,867.00	<u>01-2510 ACHD IMPACT FEE TRANSFER</u>	0	9/20	09/08/2020	
Total 08312020ACHDI:						216,867.00	216,867.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						216,867.00	216,867.00					
<b>ADA COUNTY PROSECUTING ATTORNE</b>												
176	ADA COUNTY PROSECUTING ATTORNE	08262020ACP		<u>PROSECUTORIAL SERVICES FOR SEPTEMBER 2020</u>	08/26/2020	4,500.00	4,500.00	<u>01-6203 PROSECUTORIAL SERVICES</u>	0	8/20	08/28/2020	
Total 08262020ACPA:						4,500.00	4,500.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total ADA COUNTY PROSECUTING ATTORNE:						4,500.00	4,500.00					
<b>ADVANCED COMMUNICATIONS, INC.</b>												
1566	ADVANCED COMMUNICATIONS, INC.	000010230901		<u>INTERNET SERVICE AT THE PARKS OFFICE.09/01-09/30/20</u>	09/01/2020	164.75	.00	<u>01-6290 UTILITIES</u>	1004	9/20		
Total 0000102309012020:						164.75	.00					
1566	ADVANCED COMMUNICATIONS, INC.	26841		<u>SET UP CAT D LIC FOR CATHERINE FEISTNER, WASTE WATER TREATMENT PLANT. AUG.. '20-P&amp;Z</u>	08/28/2020	36.25	.00	<u>01-6255 TELEPHONE</u>	1003	9/20		
1566	ADVANCED COMMUNICATIONS, INC.	26841		<u>SET UP CAT D LIC FOR CATHERINE FEISTNER, WASTE WATER TREATMENT PLANT. AUG.. '20-WATER</u>	08/28/2020	50.75	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	9/20		
1566	ADVANCED COMMUNICATIONS, INC.	26841		<u>SET UP CAT D LIC FOR CATHERINE FEISTNER, WASTE WATER TREATMENT PLANT. AUG.. '20-SEWER</u>	08/28/2020	50.75	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	9/20		
1566	ADVANCED COMMUNICATIONS, INC.	26841		<u>SET UP CAT D LIC FOR CATHERINE FEISTNER, WASTE WATER TREATMENT PLANT. AUG.. '20-PI</u>	08/28/2020	7.25	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/20		
Total 26841:						145.00	.00					
Total ADVANCED COMMUNICATIONS, INC.:						309.75	.00					
<b>ALLSTREAM BUSINESS US, INC</b>												
1411	ALLSTREAM BUSINESS US, INC	17028004		<u>TELEPHONE DATA &amp; NETWORK SERVICES FOR SEPT 2020-ADMIN</u>	09/01/2020	347.56	.00	<u>01-6255 TELEPHONE</u>	0	9/20		
1411	ALLSTREAM BUSINESS US, INC	17028004		<u>TELEPHONE DATA &amp; NETWORK SERVICES FOR SEPT 2020-P&amp;Z</u>	09/01/2020	124.14	.00	<u>01-6255 TELEPHONE</u>	1003	9/20		
1411	ALLSTREAM BUSINESS US, INC	17028004		<u>TELEPHONE DATA &amp; NETWORK SERVICES FOR SEPT 2020-WATER</u>	09/01/2020	322.74	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	9/20		

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
1411	ALLSTREAM BUSINESS US, INC	17028004		TELEPHONE DATA & NETWORK SERVICES FOR SEPT 2020-SEWER	09/01/2020	322.74	.00	21-6255 TELEPHONE EXPENSE	0	9/20		
1411	ALLSTREAM BUSINESS US, INC	17028004		TELEPHONE DATA & NETWORK SERVICES FOR SEPT 2020-PI	09/01/2020	124.14	.00	25-6255 TELEPHONE EXPENSE	0	9/20		
Total 17028004:						1,241.32	.00					
Total ALLSTREAM BUSINESS US, INC:						1,241.32	.00					
<b>ALPHA HOME PEST CONTROL, LLC</b>												
1804	ALPHA HOME PEST CONTROL, LLC	67170		COMMERCIAL QUARTERLY PEST CONTROL SERVICES- SENIOR CENTER	06/30/2020	95.00	95.00	01-6140 MAINT. & REPAIR BUILDING	1001	9/20	09/08/2020	
Total 67170:						95.00	95.00					
Total ALPHA HOME PEST CONTROL, LLC:						95.00	95.00					
<b>AMERICAN AIR FILTER COMPANY INC</b>												
1842	AMERICAN AIR FILTER COMPANY INC	91557630		30 EA HVAC FILTERS, T. SHAFFER, AUG. '20	08/26/2020	1,097.40	.00	21-6140 MAINT & REPAIR BUILDING	0	9/20		
Total 91557630:						1,097.40	.00					
Total AMERICAN AIR FILTER COMPANY INC:						1,097.40	.00					
<b>ANALYTICAL LABORATORIES</b>												
1	ANALYTICAL LABORATORIES	74807		MONTHLY BACTERIA SAMPLES AUG. '20 - WATER	08/31/2020	439.85	.00	20-6152 M & R - LABORATORY COSTS	0	9/20		
Total 74807:						439.85	.00					
1	ANALYTICAL LABORATORIES	74808		LAB TESTS, AUG. '20-SEWER	08/31/2020	1,879.10	.00	21-6152 M & R - LABORATORY COSTS	0	9/20		

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Total 74808:						1,879.10	.00					
Total ANALYTICAL LABORATORIES:						2,318.95	.00					
<b>AUTOZONE, INC.</b>												
1606	AUTOZONE, INC.	4126233548		<u>1 EA JAW PULLER, 1 EA GEAR PULLER, T.SHAFER, AUG. '20</u>	08/25/2020	73.86	.00	<u>21-6175 SMALL TOOLS</u>	0	9/20		
Total 4126233548:						73.86	.00					
1606	AUTOZONE, INC.	4126233549	10465	<u>2 EA CLEAN SHOT JET NOZZLES, M.NADEAU, AUG.'20</u>	08/25/2020	4.64	.00	<u>21-6175 SMALL TOOLS</u>	0	9/20		
Total 4126233549:						4.64	.00					
Total AUTOZONE, INC.:						78.50	.00					
<b>BOISE METRO CHAMBER OF COMMERCE</b>												
71	BOISE METRO CHAMBER OF COMMERCE	08202020BV		<u>BVEP DUES ECONOMIC DEVELOPMENT, 10/01/2020- 09/30/2021</u>	08/20/2020	5,000.00	.00	<u>01-1500 PREPAID EXPENSES</u>	0	9/20		
Total 08202020BV:						5,000.00	.00					
71	BOISE METRO CHAMBER OF COMMERCE	5799823		<u>GOVERNMENT MEMBERSHIP DUES 10/01/20-09/30/202, AUG. '20- LISA HOLLAND</u>	08/20/2020	450.00	.00	<u>01-1500 PREPAID EXPENSES</u>	4000	9/20		
Total 5799823:						450.00	.00					
Total BOISE METRO CHAMBER OF COMMERCE:						5,450.00	.00					
<b>BONNEVILLE BLUEPRINT SUPPLY, INC.</b>												
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	68818/2		<u>TOOLS FOR UTILITY LOCATE, T. RIVERA, AUG. '20-WATER</u>	08/03/2020	6.15	.00	<u>20-6175 SMALL TOOLS</u>	0	9/20		
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	68818/2		<u>TOOLS FOR UTILITY LOCATE, T. RIVERA, AUG. '20-SEWER</u>	08/03/2020	6.15	.00	<u>21-6175 SMALL TOOLS</u>	0	9/20		

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1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	68818/2		<u>TOOLS FOR UTILITY LOCATE, T. RIVERA, AUG. '20-PI</u>	08/03/2020	2.35	.00	<u>25-6175 SMALL TOOLS</u>	0	9/20		
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	68818/2		<u>OFFICE SUPPLIES, SECO 100' FG TAPE, AUG.'20-WATER</u>	08/03/2020	33.60	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/20		
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	68818/2		<u>OFFICE SUPPLIES, SECO 100' FG TAPE, AUG.'20-SEWER</u>	08/03/2020	33.60	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/20		
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	68818/2		<u>OFFICE SUPPLIES, SECO 100' FG TAPE, AUG.'20</u>	08/03/2020	12.82	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/20		
Total 68818/2:						94.67	.00					
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	69538/2	10453	<u>8 EA PAPER FOR THE CONSTRUCTION PRINTER, D. STEPHENS, AUG. '20</u>	08/21/2020	109.76	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	9/20		
Total 69538/2:						109.76	.00					
Total BONNEVILLE BLUEPRINT SUPPLY, INC.:						204.43	.00					
<b>BUYWYZ LLC</b>												
1795	BUYWYZ LLC	157661	10464	<u>1 DOZ PENS, 1 EA STAPLER, 1 EA STAPLE REMOVER, 1 EA TAPE DISPENSER, 1 PKG PENCILS, 1 EA ROLODEX, 6 EA MECHANICAL PENCILS, 1 CASE PAPER, TREATMENT PLANT, D.CROSSLEY, AUG.'20 - WATER</u>	08/27/2020	63.17	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/20		
1795	BUYWYZ LLC	157661	10464	<u>1 DOZ PENS, 1 EA STAPLER, 1 EA STAPLE REMOVER, 1 EA TAPE DISPENSER, 1 PKG PENCILS, 1 EA ROLODEX, 6 EA MECHANICAL PENCILS, 1 CASE PAPER, TREATMENT PLANT, D.CROSSLEY, AUG.'20 - SEWER</u>	08/27/2020	63.17	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/20		
1795	BUYWYZ LLC	157661	10464	<u>1 DOZ PENS, 1 EA STAPLER, 1 EA STAPLE REMOVER, 1 EA TAPE DISPENSER, 1 PKG PENCILS, 1 EA ROLODEX, 6 EA MECHANICAL PENCILS, 1 CASE PAPER, TREATMENT PLANT, D.CROSSLEY, AUG.'20 - P.I</u>	08/27/2020	24.07	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/20		

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1795	BUYWYZ LLC	157661	10464	3 CASES COPY PAPER AND 1 PKG CANNED AIR, CITY HALL, C.MERRITT, AUG.'20 - ADMIN	08/27/2020	58.15	.00	01-6165 OFFICE SUPPLIES	0	9/20		
1795	BUYWYZ LLC	157661	10464	3 CASES COPY PAPER AND 1 PKG CANNED AIR, CITY HALL, C.MERRITT, AUG.'20 - WATER	08/27/2020	39.79	.00	20-6165 OFFICE SUPPLIES	0	9/20		
1795	BUYWYZ LLC	157661	10464	3 CASES COPY PAPER AND 1 PKG CANNED AIR, CITY HALL, C.MERRITT, AUG.'20 - SEWER	08/27/2020	39.79	.00	21-6165 OFFICE SUPPLIES	0	9/20		
1795	BUYWYZ LLC	157661	10464	3 CASES COPY PAPER AND 1 PKG CANNED AIR, CITY HALL, C.MERRITT, AUG.'20 - P.I	08/27/2020	15.29	.00	25-6165 OFFICE SUPPLIES	0	9/20		
Total 157661:						303.43	.00					
1795	BUYWYZ LLC	157661.1	10464	10 EA MECHANICAL PENCIL REFILLS, TREATMENT PLANT, D.CROSSLEY, AUG.'20 - WATER	08/28/2020	9.45	.00	20-6165 OFFICE SUPPLIES	0	9/20		
1795	BUYWYZ LLC	157661.1	10464	10 EA MECHANICAL PENCIL REFILLS, TREATMENT PLANT, D.CROSSLEY, AUG.'20 - SEWER	08/28/2020	9.45	.00	21-6165 OFFICE SUPPLIES	0	9/20		
1795	BUYWYZ LLC	157661.1	10464	10 EA MECHANICAL PENCIL REFILLS, TREATMENT PLANT, D.CROSSLEY, AUG.'20 - P.I	08/28/2020	3.60	.00	25-6165 OFFICE SUPPLIES	0	9/20		
Total 157661.1:						22.50	.00					
1795	BUYWYZ LLC	158036	10499	6 EA NOTEBOOKS, 1 BOX LAMINATING POUCHES, T.SHAFER, AUG.20	09/03/2020	57.92	.00	21-6165 OFFICE SUPPLIES	0	9/20		
1795	BUYWYZ LLC	158036	10499	1 PKG SCISSORS AND 1 PKG AIR FRESHENER SPRAY, CITY HALL, SEPT.'20 - ADMIN	09/03/2020	7.45	.00	01-6165 OFFICE SUPPLIES	0	9/20		
1795	BUYWYZ LLC	158036	10499	1 PKG SCISSORS AND 1 PKG AIR FRESHENER SPRAY, CITY HALL, SEPT.'20 - WATER	09/03/2020	5.10	.00	20-6165 OFFICE SUPPLIES	0	9/20		

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1795	BUYWYZ LLC	158036	10499	1 PKG SCISSORS AND 1 PKG AIR FRESHENER SPRAY, CITY HALL, SEPT.'20 - SEWER	09/03/2020	5.10	.00	21-6165 OFFICE SUPPLIES	0	9/20		
1795	BUYWYZ LLC	158036	10499	1 PKG SCISSORS AND 1 PKG AIR FRESHENER SPRAY, CITY HALL, SEPT.'20 - P.I	09/03/2020	1.95	.00	25-6165 OFFICE SUPPLIES	0	9/20		
Total 158036:						77.52	.00					
1795	BUYWYZ LLC	158036.1	10499	TAPE DISPENSER, CITY HALL, SEPT.'20	09/09/2020	10.18	.00	01-6165 OFFICE SUPPLIES	0	9/20		
Total 158036.1:						10.18	.00					
Total BUYWYZ LLC:						413.63	.00					
<b>CASELLE INC</b>												
1239	CASELLE INC	104527		CONTRACT SUPPORT AND MAINTENANCE FOR 10/01- 10/31/20 - ADMIN	09/01/2020	642.20	.00	01-1500 PREPAID EXPENSES	0	9/20		
1239	CASELLE INC	104527		CONTRACT SUPPORT AND MAINTENANCE FOR 10/01- 10/31/20 - WATER	09/01/2020	439.40	.00	20-1500 PREPAID EXPENSES	0	9/20		
1239	CASELLE INC	104527		CONTRACT SUPPORT AND MAINTENANCE FOR 10/01- 10/31/20 - P.I	09/01/2020	439.40	.00	21-1500 PREPAID EXPENSES	0	9/20		
1239	CASELLE INC	104527		CONTRACT SUPPORT AND MAINTENANCE FOR 10/01- 10/31/20 -SEWER	09/01/2020	169.00	.00	25-1500 PREPAID EXPENSES	0	9/20		
Total 104527:						1,690.00	.00					
Total CASELLE INC:						1,690.00	.00					
<b>CENTURYLINK</b>												
62	CENTURYLINK	208922113658		DEDICATED LANDLINE TO SCADA, 07/25-08/24/2020- WATER	08/25/2020	21.95	21.95	20-6255 TELEPHONE EXPENSE	0	9/20	09/08/2020	

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62	CENTURYLINK	208922113658		<u>DEDICATED LANDLINE TO SCADA, 07/25-08/24/2020-SEWER</u>	08/25/2020	21.95	21.95	21-6255 TELEPHONE EXPENSE	0	9/20	09/08/2020	
62	CENTURYLINK	208922113658		<u>DEDICATED LANDLINE TO SCADA, 07/25-08/24/2020-PI</u>	08/25/2020	8.37	8.37	25-6255 TELEPHONE EXPENSE	0	9/20	09/08/2020	
Total 2089221136586B08252020:						52.27	52.27					
62	CENTURYLINK	208922211037		<u>INTERNET SERVICE AT PARKS OFFICE, 08/25-09/24/2020</u>	08/25/2020	103.98	103.98	01-6255 TELEPHONE	1004	9/20	09/08/2020	
Total 2089222110376B08252020:						103.98	103.98					
62	CENTURYLINK	208922932280		<u>INTERNET SERVICE AT SHOP, 08/25-09/24/2020</u>	08/25/2020	100.58	100.58	01-6255 TELEPHONE	1004	9/20	09/08/2020	
Total 2089229322801B08252020:						100.58	100.58					
Total CENTURYLINK:						256.83	256.83					
<b>CONRAD &amp; BISCHOFF INC</b>												
2020	CONRAD & BISCHOFF INC	0813956-IN	10454	<u>100 GALLONS UNLEADED GAS, T.SHAFFER, AUG. '20</u>	08/24/2020	3,500.17	.00	21-6300 FUEL	0	9/20		
Total 0813956-IN:						3,500.17	.00					
Total CONRAD & BISCHOFF INC:						3,500.17	.00					
<b>CORE &amp; MAIN LP</b>												
63	CORE & MAIN LP	M914732	10480	<u>10 EA POLY LIDS FOR METER REPAIRS, 200 EA 3/4 METER GASKETS, B. BURR, AUG'20</u>	08/27/2020	231.80	.00	20-6150 M & R - SYSTEM	0	9/20		
Total M914732:						231.80	.00					
Total CORE & MAIN LP:						231.80	.00					

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<b>COREY BARTON HOMES, INC.</b>												
479	COREY BARTON HOMES, INC.	09032020CBH		<u>SPRINGHILL SUBDIVISION NO. 1 WATER, LATE COMERS FUND REIMBURSEMENT PROJECT, SEPT. '20-WATER</u>	09/03/2020	44,768.00	.00	<u>05-6305 WATER MAIN CAPACITY REIMBBURSE</u>	0	9/20		
479	COREY BARTON HOMES, INC.	09032020CBH		<u>SPRINGHILL SUBDIVISION NO. 1 PRESSURIZED IRRIGATION, LATE COMERS FUND REIMBURSEMENT PROJECT, SEPT. '20-PI</u>	09/03/2020	100,000.00	.00	<u>05-6307 PR IRR MAIN CAPACITY REIMBURSE</u>	0	9/20		
Total 09032020CBH:						144,768.00	.00					
Total COREY BARTON HOMES, INC.:						144,768.00	.00					
<b>COUGAR EXCAVATION</b>												
1344	COUGAR EXCAVATION	07292020CE		<u>PAY APPLICATION NO 1, PROSPECTOR GRAVITY SEWER PROJECT, 7/28/20</u>	07/29/2020	112,800.15	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1140	9/20		
Total 07292020CE:						112,800.15	.00					
1344	COUGAR EXCAVATION	09042020CE		<u>PAY APPLICATION NO 2, PROSPECTOR GRAVITY SEWER PROJECT, 7/20-9/4/20</u>	09/04/2020	190,489.25	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1140	9/20		
Total 09042020CE:						190,489.25	.00					
Total COUGAR EXCAVATION:						303,289.40	.00					
<b>CREATIVE WRAPS</b>												
1970	CREATIVE WRAPS	1663	10357	<u>DOWNTOWN BANNERS, C.ENGELS, JUL.'20 - ADMIN</u>	08/28/2020	652.50	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	1032	9/20		
1970	CREATIVE WRAPS	1663	10357	<u>DOWNTOWN BANNERS, C.ENGELS, JUL.'20 - WATER</u>	08/28/2020	29.00	.00	<u>20-6155 MEETINGS/COMMITTEES</u>	1032	9/20		
1970	CREATIVE WRAPS	1663	10357	<u>DOWNTOWN BANNERS, C.ENGELS, JUL.'20 - SEWER</u>	08/28/2020	29.00	.00	<u>21-6155 MEETINGS/COMMITTEES</u>	1032	9/20		

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1970	CREATIVE WRAPS	1663	10357	<u>DOWNTOWN BANNERS, C.ENGELS, JUL.'20 - PI</u>	08/28/2020	14.50	.00	<u>25-6155 MEETING/COMMIT TEES</u>	1032	9/20		
1970	CREATIVE WRAPS	1663	10357	<u>DOWNTOWN BANNERS, C.ENGELS, JUL.'20</u>	08/28/2020	595.00	.00	<u>01-6155 MEETINGS/COMMI TTEES</u>	1031	9/20		
1970	CREATIVE WRAPS	1663	10357	<u>DOWNTOWN BANNERS, C.ENGELS, JUL.'20 - PARKS</u>	08/28/2020	480.00	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	9/20		
Total 1663:						1,800.00	.00					
1970	CREATIVE WRAPS	1670	10432	<u>4 EA NO SKATEBOARDING SIGNS, 4 EA PICK UP AFTER ANIMAL SIGNS, J. MORFIN, AUG. '20</u>	09/02/2020	100.00	.00	<u>01-6188 SIGNAGE</u>	1004	9/20		
Total 1670:						100.00	.00					
1970	CREATIVE WRAPS	1675	10513	<u>VINYL DECAL FOR PUMP SEWER TRUCK DOORS, C.OSWALD, SEPT.'20</u>	09/04/2020	60.00	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/20		
Total 1675:						60.00	.00					
Total CREATIVE WRAPS:						1,960.00	.00					
<b>CUSTOM ELECTRIC, INC.</b>												
147	CUSTOM ELECTRIC, INC.	8474	10485	<u>ARDELL PI COMMUNICATION REPAIRED, C.DEYOUNG, AUG.'20</u>	08/28/2020	170.00	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	9/20		
Total 8474:						170.00	.00					
147	CUSTOM ELECTRIC, INC.	8480	10521	<u>DISCONNECTING LAKE SIDE MACHINE AT TEN MILE LIFT STATION AND MATERIAL FOR REINSTALLATION, T. FLEMING, SEPT'20</u>	09/04/2020	150.00	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/20		

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Total 8480:						150.00	.00					
147	CUSTOM ELECTRIC, INC.	8483		<u>REPLACED HYDRORANGERSON ON THE BASINS AT NORTH PLANT, SEPT. '20</u>	09/04/2020	197.50	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	9/20		
Total 8483:						197.50	.00					
Total CUSTOM ELECTRIC, INC.:						517.50	.00					
<b>D &amp; A DOOR &amp; SPECIALTIES INC</b>												
1861	D & A DOOR & SPECIALTIES INC	S1020023		<u>1 FLUSH METAL DOOR, 1 HINGE, INSTALLATION OF DOOR, B. GILLOGY, AUG. '20</u>	08/24/2020	1,146.00	.00	<u>01-6045 CONTINGENCY</u>	1220	9/20		
Total S1020023:						1,146.00	.00					
Total D & A DOOR & SPECIALTIES INC:						1,146.00	.00					
<b>D &amp; B SUPPLY</b>												
75	D & B SUPPLY	27341		<u>FAUCET TO FIX BROKEN FAUCET, M. MEADE, AUG. '26</u>	08/26/2020	18.99	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/20		
75	D & B SUPPLY	27341		<u>TRIMMER, TRIMMER HEADS, LOPPERS, HOSE, SPRAY GUN, M. MEADE, AUG. '20</u>	08/26/2020	669.88	.00	<u>01-6175 SMALL TOOLS</u>	1004	9/20		
75	D & B SUPPLY	27341		<u>EAR PROTECTION, M. MEADE, AUG. '20</u>	08/26/2020	45.98	.00	<u>01-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	1004	9/20		
Total 27341:						734.85	.00					
75	D & B SUPPLY	54998	10504	<u>HAY MOISTURE TESTER PER REUSE PERMIT, R. WARWICK, SEPT. '20</u>	09/03/2020	280.97	.00	<u>21-6090 FARM EXPENDITURES</u>	0	9/20		

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Total 54998:						280.97	.00					
Total D & B SUPPLY:						1,015.82	.00					
<b>DELL MARKETING L.P.</b>												
1466	DELL MARKETING L.P.	10420045008		<u>MAINTENANCE ON SERVER AT TREATMENT PLANT. M. BORZICK, AUG. '20-WATER</u>	08/29/2020	534.00	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/20		
1466	DELL MARKETING L.P.	10420045008		<u>MAINTENANCE ON SERVER AT TREATMENT PLANT. M. BORZICK, AUG. '20-SEWER</u>	08/29/2020	534.00	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/20		
1466	DELL MARKETING L.P.	10420045008		<u>MAINTENANCE ON SERVER AT TREATMENT PLANT. M. BORZICK, AUG. '20-PI</u>	08/29/2020	203.45	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	9/20		
Total 10420045008:						1,271.45	.00					
Total DELL MARKETING L.P.:						1,271.45	.00					
<b>DIGLINE</b>												
25	DIGLINE	0064002-IN		<u>DIG FEES, AUG. '20 - WATER</u>	08/31/2020	425.77	.00	<u>20-6065 DIG LINE EXPENSE</u>	0	9/20		
25	DIGLINE	0064002-IN		<u>DIG FEES, AUG. '20 - SEWER</u>	08/31/2020	425.77	.00	<u>21-6065 DIG LINE EXPENSE</u>	0	9/20		
25	DIGLINE	0064002-IN		<u>DIG FEES, AUG. '20 - PI</u>	08/31/2020	162.20	.00	<u>25-6065 DIG LINE EXPENSE</u>	0	9/20		
Total 0064002-IN:						1,013.74	.00					
Total DIGLINE:						1,013.74	.00					
<b>DMH ENTERPRISES</b>												
1745	DMH ENTERPRISES	08312020DMH		<u>PLUMBING PERMITS, AUG.'20</u>	08/31/2020	15,037.19	15,037.19	<u>01-6052 CONTRACT SERVICES</u>	1005	9/20	09/08/2020	





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				LAPTOPS, COVID AUG. '20-PI	08/24/2020	404.98	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/20		
Total 2142:						4,499.82	.00					
2014	FREUND PROPERTIES LLC	2145		DELL OPTIPLEX DESKTOP COMPUTER WITH 3 YEAR DELL SUPPORT, AUG. '20-WATER	08/24/2020	469.43	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	9/20		
2014	FREUND PROPERTIES LLC	2145		DELL OPTIPLEX DESKTOP COMPUTER WITH 3 YEAR DELL SUPPORT, AUG. '20-SEWER	08/24/2020	469.43	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/20		
2014	FREUND PROPERTIES LLC	2145		DELL OPTIPLEX DESKTOP COMPUTER WITH 3 YEAR DELL SUPPORT, AUG. '20-PI	08/24/2020	178.83	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/20		
Total 2145:						1,117.69	.00					
2014	FREUND PROPERTIES LLC	2165		CMIT MARATHON & GUARDIAN BACKUP, UNLIMITED REMOTE & ONSITE SUPPORT, SEPT.'20-ADMIN	09/01/2020	746.25	.00	01-6045 CONTINGENCY	1210	9/20		
2014	FREUND PROPERTIES LLC	2165		CMIT MARATHON & GUARDIAN BACKUP, UNLIMITED REMOTE & ONSITE SUPPORT, SEPT.'20-WATER	09/01/2020	985.05	.00	20-6045 CONTINGENCY	1210	9/20		
2014	FREUND PROPERTIES LLC	2165		CMIT MARATHON & GUARDIAN BACKUP, UNLIMITED REMOTE & ONSITE SUPPORT, SEPT.'20-SEWER	09/01/2020	985.05	.00	21-6045 CONTINGENCY	1210	9/20		
2014	FREUND PROPERTIES LLC	2165		CMIT MARATHON & GUARDIAN BACKUP, UNLIMITED REMOTE & ONSITE SUPPORT, SEPT.'20-PI	09/01/2020	268.65	.00	25-6045 CONTINGENCY FUND	1210	9/20		
Total 2165:						2,985.00	.00					

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Total FREUND PROPERTIES LLC:						8,602.51	.00					
<b>HOLLADAY ENGINEERING CO</b>												
1990	HOLLADAY ENGINEERING CO	45564		<u>PROFESSIONAL SERVICES FOR PROSPECTOR LIFT STATION SEWER PROJECT, 08/02-08/29/2020</u>	09/08/2020	4,025.00	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1140	9/20		
Total 45564:						4,025.00	.00					
Total HOLLADAY ENGINEERING CO:						4,025.00	.00					
<b>ICRMP</b>												
35	ICRMP	02101-2021-1		<u>RISK INSURANCE, 1ST INSTALLMENT, POLICY PERIOD 10/1/20-9/30/21 - ADMIN</u>	09/01/2020	17,378.34	.00	<u>01-1500 PREPAID EXPENSES</u>	0	9/20		
35	ICRMP	02101-2021-1		<u>RISK INSURANCE, 1ST INSTALLMENT, POLICY PERIOD 10/1/20-9/30/21 - WATER</u>	09/01/2020	10,074.40	.00	<u>20-1500 PREPAID EXPENSES</u>	0	9/20		
35	ICRMP	02101-2021-1		<u>RISK INSURANCE, 1ST INSTALLMENT, POLICY PERIOD 10/1/20-9/30/21 -SEWER</u>	09/01/2020	20,652.53	.00	<u>21-1500 PREPAID EXPENSES</u>	0	9/20		
35	ICRMP	02101-2021-1		<u>RISK INSURANCE, 1ST INSTALLMENT, POLICY PERIOD 10/1/20-9/30/21 - PI</u>	09/01/2020	2,266.73	.00	<u>25-1500 PREPAID EXPENSES</u>	0	9/20		
Total 02101-2021-1:						50,372.00	.00					
Total ICRMP:						50,372.00	.00					
<b>IDAHO HUMANE SOCIETY</b>												
833	IDAHO HUMANE SOCIETY	9/2020		<u>ANIMAL CONTROL CONTRACT SERVICES FOR SEPTEMBER 2020</u>	09/01/2020	9,281.75	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	9/20		
Total 9/2020:						9,281.75	.00					
Total IDAHO HUMANE SOCIETY:						9,281.75	.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
<b>IDAHO POWER CO</b>												
38	IDAHO POWER CO	08272020IP		<u>ELECTRIC SERVICE FOR 07/15-08/13/2020--STREET LIGHTS</u>	08/27/2020	1,285.38	.00	<u>01-6290 UTILITIES</u>	1002	9/20		
Total 08272020IP:						1,285.38	.00					
38	IDAHO POWER CO	27507065		<u>MAIN STREET, AVE C TO AVE A-RELOCATION OF POWER POLE, DOWNTOWN PHASE II</u>	06/23/2020	35,074.29	35,074.29	<u>03-6370 EXP. - DOWNTOWN REVITALIZATION</u>	0	9/20	09/03/2020	
Total 27507065:						35,074.29	35,074.29					
Total IDAHO POWER CO:						36,359.67	35,074.29					
<b>IDAHO RURAL WATER ASSOC</b>												
33	IDAHO RURAL WATER ASSOC	16643	10515	<u>CLASS FOR RUBEN HERRERA, WASTE WATER TREATMENT 1&amp;2 CERT REVIEW, D. CROSSLEY, MAY '20</u>	05/28/2020	120.00	.00	<u>21-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/20		
Total 16643:						120.00	.00					
Total IDAHO RURAL WATER ASSOC:						120.00	.00					
<b>IDAHO STATE TREASURER'S OFFICE</b>												
1965	IDAHO STATE TREASURER'S OFFICE	FY20		<u>ESCHEAT UTILITY REFUND CHECKS</u>	09/10/2020	4,347.94	.00	<u>20-2201 ESCHEAT PAYABLE</u>	0	9/20		
Total FY20:						4,347.94	.00					
Total IDAHO STATE TREASURER'S OFFICE:						4,347.94	.00					
<b>INTEGRITY PUMP SOLUTIONS INC</b>												
2032	INTEGRITY PUMP SOLUTIONS INC	FY20M8-056	10435	<u>CALCIUM HYPOCHLORITE TABLETS, T.SHAFFER, AUG '20-LAGOONS</u>	08/16/2020	7,560.00	.00	<u>21-6151 M &amp; R - PROCESS CHEMICALS</u>	0	9/20		
Total FY20M8-056:						7,560.00	.00					

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2032	INTEGRITY PUMP SOLUTIONS INC	FY20M9-071	10487	<u>96 EA PAILS OF CHLORINE TABLETS T. SHAFFER, AUG. '20</u>	09/04/2020	10,080.00	.00	<u>21-6151 M &amp; R - PROCESS CHEMICALS</u>	0	9/20		
Total FY20M9-071:						10,080.00	.00					
Total INTEGRITY PUMP SOLUTIONS INC:						17,640.00	.00					
<b>INTERMOUNTAIN GAS CO</b>												
37	INTERMOUNTAIN GAS CO	482135196072		<u>NATURAL GAS CONSUMPTION AT SENIOR CENTER, 07/29- 08/26/2020</u>	08/27/2020	32.53	32.53	<u>01-6290 UTILITIES</u>	1001	9/20	09/08/2020	
Total 482135196072908262020:						32.53	32.53					
37	INTERMOUNTAIN GAS CO	482195000080		<u>NATURAL GAS CONSUMPTION AT WASTERWATER TREATMENT PLANT, 08/05- 09/02/2020 - WATER</u>	09/03/2020	5.49	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	9/20		
37	INTERMOUNTAIN GAS CO	482195000080		<u>NATURAL GAS CONSUMPTION AT WASTERWATER TREATMENT PLANT, 08/05- 09/02/2020-SEWER</u>	09/03/2020	5.49	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	9/20		
37	INTERMOUNTAIN GAS CO	482195000080		<u>NATURAL GAS CONSUMPTION AT WASTERWATER TREATMENT PLANT, 08/05- 09/02/2020-PI</u>	09/03/2020	2.11	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	9/20		
Total 4821950000805092020:						13.09	.00					
37	INTERMOUNTAIN GAS CO	482327707079		<u>NATURAL GAS CONSUMPTION AT THE ORCHARD PARKS OFFICE, 07/29-08/26/2020</u>	08/27/2020	5.67	5.67	<u>01-6290 UTILITIES</u>	1004	9/20	09/08/2020	
Total 48232770707908262020:						5.67	5.67					
37	INTERMOUNTAIN GAS CO	482634665072		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 07/29-08/26/20 - ADMIN</u>	08/27/2020	5.12	5.12	<u>01-6290 UTILITIES</u>	0	9/20	09/08/2020	

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37	INTERMOUNTAIN GAS CO	482634665072		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 07/29-08/26/20 - WATER</u>	08/27/2020	3.50	3.50	<u>20-6290 UTILITIES EXPENSE</u>	0	9/20	09/08/2020	
37	INTERMOUNTAIN GAS CO	482634665072		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 07/29-08/26/20 - SEWER</u>	08/27/2020	3.50	3.50	<u>21-6290 UTILITIES EXPENSE</u>	0	9/20	09/08/2020	
37	INTERMOUNTAIN GAS CO	482634665072		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 07/29-08/26/20 - PI</u>	08/27/2020	1.36	1.36	<u>25-6290 UTILITIES EXPENSE</u>	0	9/20	09/08/2020	
Total 482634665072908262020:						13.48	13.48					
Total INTERMOUNTAIN GAS CO:						64.77	51.68					
<b>iWorQ SYSTEMS</b>												
1661	iWorQ SYSTEMS	193317		<u>IWORQ SYSTEMS INTERNET SERVICE SOFTWARE MANAGEMENT AND SUPPORT, OCTOBER 2020-SEPTEMBER 2021, SEPT. '20</u>	09/01/2020	5,420.00	.00	<u>01-1500 PREPAID EXPENSES</u>	0	9/20		
Total 193317:						5,420.00	.00					
Total iWorQ SYSTEMS:						5,420.00	.00					
<b>J &amp; M SANITATION, INC.</b>												
230	J & M SANITATION, INC.	08012020JM		<u>SLUDGE REMOVAL FOR JULY 2020</u>	08/28/2020	4,680.00	4,680.00	<u>21-6153 M &amp; R - SLUDGE DISPOSAL</u>	0	8/20	08/28/2020	
Total 08012020JM:						4,680.00	4,680.00					
230	J & M SANITATION, INC.	08212020-082		<u>SANITATION RECEIPT TRANSFER 8/21-8/27/2020</u>	08/28/2020	12,828.58	12,828.58	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	8/20	08/28/2020	
230	J & M SANITATION, INC.	08212020-082		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 8/21-8/27/2020</u>	08/28/2020	-1,267.46	-1,267.46	<u>01-4170 FRANCHISE FEES</u>	0	8/20	08/28/2020	

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Total 08212020-08272020:						11,561.12	11,561.12					
230	J & M SANITATION, INC.	08282020-090		<u>SANITATION RECEIPT TRANSFER 08/28-09/03/2020</u>	09/08/2020	22,934.91	22,934.91	26-7000 SOLID WASTE SERVICE FEES	0	9/20	09/08/2020	
230	J & M SANITATION, INC.	08282020-090		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 08/28-/09/03/2020</u>	09/08/2020	-2,265.96	-2,265.96	26-7000 SOLID WASTE SERVICE FEES	0	9/20	09/08/2020	
Total 08282020-09032020:						20,668.95	20,668.95					
Total J & M SANITATION, INC.:						36,910.07	36,910.07					
<b>J-U-B ENGINEERS, INC.</b>												
1236	J-U-B ENGINEERS, INC.	0136203		<u>PROFESSIONAL SERVICES FOR CITY KUNA PARKING LOT DESIGN, PARKS OFFICE, ACHD RW VACATION, 07/21- 07/31/2020</u>	08/21/2020	414.06	.00	40-6020 CAPITAL IMPROVEMENTS	1173	9/20		
Total 0136203:						414.06	.00					
1236	J-U-B ENGINEERS, INC.	0136204		<u>PROFESSIONAL SERVICES FOR KUNA DOWNTOWN REVITALIZATION PHASE II, BID/CONSTRUCTION EOR, CDBG 07/01-07/31/2020</u>	08/21/2020	937.68	.00	03-6370 EXP - DOWNTOWN REVITALIZATION	0	9/20		
Total 0136204:						937.68	.00					
1236	J-U-B ENGINEERS, INC.	0136557		<u>PROFESSIONAL SERVICES FOR KUNA TEN MILE LIFT STATION EVALUATION, 07/01- 07/31/2020 PROJECT ADMINISTRATION &amp; MEETINGS</u>	09/01/2020	35.60	.00	21-6020 CAPITAL IMPROVEMENTS	1222	9/20		
1236	J-U-B ENGINEERS, INC.	0136557		<u>PROFESSIONAL SERVICES FOR KUNA TEN MILE LIFT STATION EVALUATION, 07/01- 07/31/2020-PHASING PLAN</u>	09/01/2020	4,701.50	.00	21-6020 CAPITAL IMPROVEMENTS	1222	9/20		

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Total 0136557:						4,737.10	.00					
Total J-U-B ENGINEERS, INC.:						6,088.84	.00					
<b>KNIFE RIVER CORPORATION - MOUNTAIN WEST</b>												
1524	KNIFE RIVER CORPORATION - MOUNTAIN WEST	09032020KR		<u>SCHEDULE 1-MAIN ST. AVENUE C TO AVENUE A KUNA, DOWNTOWN REVITALIZATION .PAY APP #5, SEPT. '20</u>	09/03/2020	237,451.55	237,451.55	03-6370 EXP - DOWNTOWN REVITALIZATION	0	9/20	09/03/2020	
Total 09032020KR:						237,451.55	237,451.55					
Total KNIFE RIVER CORPORATION - MOUNTAIN WEST:						237,451.55	237,451.55					
<b>KUNA JT. SCHOOL DISTRICT NO. 3</b>												
199	KUNA JT. SCHOOL DISTRICT NO. 3	816		<u>FIBER OPTIC LEASE FOR AUGUST 2020-ADMIN</u>	08/27/2020	114.00	.00	01-6255 TELEPHONE	0	9/20		
199	KUNA JT. SCHOOL DISTRICT NO. 3	816		<u>FIBER OPTIC LEASE FOR AUGUST 2020-WATER</u>	08/27/2020	78.00	.00	20-6255 TELEPHONE EXPENSE	0	9/20		
199	KUNA JT. SCHOOL DISTRICT NO. 3	816		<u>FIBER OPTIC LEASE FOR AUGUST 2020-SEWER</u>	08/27/2020	78.00	.00	21-6255 TELEPHONE EXPENSE	0	9/20		
199	KUNA JT. SCHOOL DISTRICT NO. 3	816		<u>FIBER OPTIC LEASE FOR AUGUST 2020-PI</u>	08/27/2020	30.00	.00	25-6255 TELEPHONE EXPENSE	0	9/20		
Total 816:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	A116494		<u>ACETONE, LACQUER, PRO ULTRA THIN &amp; CORE B, TEETH CABINETRY, BIMETAL, FLEET SHOP SUPPLIES, SEPT. '20-ADMIN</u>	08/31/2020	70.75	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	9/20		

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499	KUNA LUMBER	A116494		ACETONE, LACQUER, PRO ULTRA THIN & CORE B, TEETH CABINETRY, BIMETAL, FLEET SHOP SUPPLIES, SEPT. '20- WATER	08/31/2020	28.30	.00	20-6150 M & R - SYSTEM	0	9/20		
499	KUNA LUMBER	A116494		ACETONE, LACQUER, PRO ULTRA THIN & CORE B, TEETH CABINETRY, BIMETAL, FLEET SHOP SUPPLIES, SEPT. '20- SEWER	08/31/2020	28.30	.00	21-6150 M & R - SYSTEM	0	9/20		
499	KUNA LUMBER	A116494		ACETONE, LACQUER, PRO ULTRA THIN & CORE B, TEETH CABINETRY, BIMETAL, FLEET SHOP SUPPLIES, SEPT. '20-PI	08/31/2020	14.15	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	9/20		
499	KUNA LUMBER	A116494		DROP CLOTH, PAINT EDGER, PAINT TRAY, WHITE PAINT, SURGE STRIP, WOOD FILLER, PAULS OFFICE, SEPT. '20- ADMIN	08/31/2020	56.36	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	9/20		
499	KUNA LUMBER	A116494		DROP CLOTH, PAINT EDGER, PAINT TRAY, WHITE PAINT, SURGE STRIP, WOOD FILLER, PAULS OFFICE, SEPT. '20- WATER	08/31/2020	78.90	.00	20-6150 M & R - SYSTEM	0	9/20		
499	KUNA LUMBER	A116494		DROP CLOTH, PAINT EDGER, PAINT TRAY, WHITE PAINT, SURGE STRIP, WOOD FILLER, PAULS OFFICE, SEPT. '20- SEWER	08/31/2020	78.90	.00	21-6150 M & R - SYSTEM	0	9/20		
499	KUNA LUMBER	A116494		DROP CLOTH, PAINT EDGER, PAINT TRAY, WHITE PAINT, SURGE STRIP, WOOD FILLER, PAULS OFFICE, SEPT. '20- ADMIN-PI	08/31/2020	11.28	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	9/20		
499	KUNA LUMBER	A116494		SOCKET ADAPTER, IND IMP NUTS, FLEET TOOLS, SEPT. '20- ADMIN	08/31/2020	15.01	.00	01-6175 SMALL TOOLS	0	9/20		
499	KUNA LUMBER	A116494		SOCKET ADAPTER, IND IMP NUTS, FLEET TOOLS, SEPT. '20- WATER	08/31/2020	6.00	.00	20-6175 SMALL TOOLS	0	9/20		

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499	KUNA LUMBER	A116494		<u>SOCKET ADAPTER, IND IMP NUTS, FLEET TOOLS, SEPT. '20</u>	08/31/2020	6.00	.00	<u>21-6175 SMALL TOOLS</u>	0	9/20		
499	KUNA LUMBER	A116494		<u>SOCKET ADAPTER, IND IMP NUTS, FLEET TOOLS, SEPT. '20- PI</u>	08/31/2020	3.01	.00	<u>25-6175 SMALL TOOLS</u>	0	9/20		
499	KUNA LUMBER	A116494		<u>CARTRIDGE FUSE FOR STREETLIGHT REPAIR, SEPT. '20-STREETS</u>	08/31/2020	6.11	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1002	9/20		
499	KUNA LUMBER	A116494		<u>ANT BAIT TRAP FOR SENIOR CENTER, SEPT. '20-SENIOR CENTER</u>	08/31/2020	2.33	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1001	9/20		
Total A116494:						405.40	.00					
499	KUNA LUMBER	A117144		<u>FAUCET KEY, POLY TUBE, GALVANIZED BUSHING, BALDE SHARPENER, BALL VALVE TO INSTALL FOUNTAIN AT TENNIS COURT, SEPT. '20</u>	09/03/2020	36.21	.00	<u>01-6045 CONTINGENCY</u>	1206	9/20		
Total A117144:						36.21	.00					
499	KUNA LUMBER	A117149		<u>BROOMS &amp; MOP FOR FOR PARK RESTROOMS, SEPT. '20</u>	09/03/2020	14.66	.00	<u>01-6025 JANITORIAL</u>	1004	9/20		
499	KUNA LUMBER	A117149		<u>1 GALVANIZED COUPLING, SEPT. '20</u>	09/03/2020	4.31	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/20		
Total A117149:						18.97	.00					
499	KUNA LUMBER	B142281	10367	<u>2 IN GATE VALVE, J. OSBORN, AUG. '20</u>	08/03/2020	38.69	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	9/20		
Total B142281:						38.69	.00					
499	KUNA LUMBER	B142771		<u>1 EA BRASS UNION FITTING, T. SHAFFER, AUG. '20</u>	08/20/2020	4.49	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/20		

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						4.49	.00					
	Total B142771:											
499	KUNA LUMBER	B142790	10441	<u>1 EA BALL VALVE FOR BUTLER WELL PRELUBE, J.WEBB, AUG.'20</u>	08/20/2020	18.89	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/20		
	Total B142790:					18.89	.00					
499	KUNA LUMBER	B143010	10474	<u>2 GALLONS MURIATIC ACID FOR CHLORINATOR CLEANING, C.MCDANIEL, AUG.'20</u>	08/26/2020	14.38	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/20		
	Total B143010:					14.38	.00					
499	KUNA LUMBER	B143108	10482	<u>FOAM SEALANT, PROSPECTOR LIFT STATION, R.WARWICK, AUG.'20</u>	08/28/2020	20.84	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/20		
	Total B143108:					20.84	.00					
499	KUNA LUMBER	B143192		<u>CHLORINATER LID REPAIR, AUG. '20</u>	08/31/2020	6.56	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/20		
	Total B143192:					6.56	.00					
499	KUNA LUMBER	B143281	10496	<u>WEDGE ANCHOR, DRILL BIT, M.MEADE, SEPT. '20</u>	09/02/2020	16.82	.00	<u>01-6175 SMALL TOOLS</u>	1004	9/20		
	Total B143281:					16.82	.00					
499	KUNA LUMBER	B143304	10500	<u>FLEXIBLE FUNNEL, TRUCK #23, R. DAVILA, SEPT'20</u>	09/02/2020	.90	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/20		
	Total B143304:					.90	.00					
499	KUNA LUMBER	F6373		<u>RETURNED TWO CONSTRUCTION DOORS, B. GILLOGY, SEPT. '20</u>	08/28/2020	-100.00	.00	<u>01-6045 CONTINGENCY</u>	1220	9/20		

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Total F6373:						-100.00	.00					
Total KUNA LUMBER:						482.15	.00					
<b>KUNA RURAL FIRE DISTRICT (IMPACT)</b>												
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	08312020KRF		<u>KRFD IMPACT FEES, AUG.'20</u>	08/31/2020	68,970.80	68,970.80	01-2511 KRFD IMPACT FEE TRANSFER	0	9/20	09/08/2020	
Total 08312020KRFDI:						68,970.80	68,970.80					
Total KUNA RURAL FIRE DISTRICT (IMPACT):						68,970.80	68,970.80					
<b>KUNA RURAL FIRE DISTRICT (PLAN REVIEW)</b>												
1945	KUNA RURAL FIRE DISTRICT (PLAN REVIEW)	08312020KRF		<u>KRFD PLAN REVIEW, AUG.'20</u>	08/31/2020	2,339.74	2,339.74	01-2512 KRFD PLAN REVIEW FEE TRANSFER	0	9/20	09/08/2020	
Total 08312020KRFDPR:						2,339.74	2,339.74					
Total KUNA RURAL FIRE DISTRICT (PLAN REVIEW):						2,339.74	2,339.74					
<b>LES SCHWAB TIRES</b>												
221	LES SCHWAB TIRES	12800436427	10375	<u>FRONT BRAKE ROTORS, TRUCK #20, S. HOWELL, AUG'20-WATER</u>	08/05/2020	48.29	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/20		
221	LES SCHWAB TIRES	12800436427		<u>FRONT BRAKE ROTORS, TRUCK #20, S. HOWELL, AUG'20-SEWER</u>	08/05/2020	48.29	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/20		
221	LES SCHWAB TIRES	12800436427		<u>FRONT BRAKE ROTORS, TRUCK #20, S. HOWELL, AUG'20-PI</u>	08/05/2020	18.41	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	9/20		
Total 12800436427:						114.99	.00					
Total LES SCHWAB TIRES:						114.99	.00					



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				09/01/2020-08/31/2021-WATER	09/02/2020	21.00	.00	20-1500 PREPAID EXPENSES	0	9/20		
Total 00347563:						350.00	.00					
Total MUNICIPAL CODE CORPORATION:						350.00	.00					
<b>NICK'S CUSTOM CURBS &amp; DECORATIVE CONCRET</b>												
1403	NICK'S CUSTOM CURBS & DECORATIVE CONCRET	1031		CONCRETE FOR KMS TENNIS COURTS, SEPT.'20	09/01/2020	2,308.50	.00	01-6045 CONTINGENCY	1206	9/20		
Total 1031:						2,308.50	.00					
Total NICK'S CUSTOM CURBS & DECORATIVE CONCRET:						2,308.50	.00					
<b>PARTS, INC.</b>												
470	PARTS, INC.	217844	10345	SHOCKS FOR TRUCK 27, JUL.'20 - ADMIN	07/29/2020	93.72	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/20		
470	PARTS, INC.	217844	10345	SHOCKS FOR TRUCK 27, JUL.'20 - WATER	07/29/2020	37.49	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/20		
470	PARTS, INC.	217844	10345	SHOCKS FOR TRUCK 27, JUL.'20 - SEWER	07/29/2020	37.49	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/20		
470	PARTS, INC.	217844	10345	SHOCKS FOR TRUCK 27, JUL.'20 - P.I	07/29/2020	18.74	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	9/20		
470	PARTS, INC.	217844	10345	OIL FILTER FOR LAGOON SIDE BY SIDE, JUL.'20	07/29/2020	11.30	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/20		
470	PARTS, INC.	217844	10345	AIR FILTER FOR METER VAN, JUL.'20 - WATER	07/29/2020	13.07	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/20		
470	PARTS, INC.	217844	10345	AIR FILTER FOR METER VAN, JUL.'20 - PI	07/29/2020	3.27	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	9/20		

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Total 217844:						215.08	.00					
470	PARTS, INC.	217924	10350	<u>IGNITION MODULE FOR TRUCK #7, S. HOWELL, JULY, '20</u>	07/30/2020	80.51	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/20		
Total 217924:						80.51	.00					
470	PARTS, INC.	218120	10362	<u>1 EA OIL FILTER, 3 EA AIR FILTER, FOR BOBCAT SKID STEER, S. HOWELL, AUG'20</u>	08/03/2020	56.07	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	9/20		
Total 218120:						56.07	.00					
470	PARTS, INC.	218246	10374	<u>FRONT BRAKE PADS, TRUCK #20, S. HOWELL, AUG'20 - WATER</u>	08/05/2020	16.70	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/20		
470	PARTS, INC.	218246	10374	<u>FRONT BRAKE PADS, TRUCK #20, S. HOWELL, AUG'20 - SEWER</u>	08/05/2020	16.70	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/20		
470	PARTS, INC.	218246	10374	<u>FRONT BRAKE PADS, TRUCK #20, S. HOWELL, AUG'20 - P.I</u>	08/05/2020	6.37	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	9/20		
Total 218246:						39.77	.00					
470	PARTS, INC.	218535	10391	<u>HOSE TO RECHARGE AC ON VEHICLES, S. HOWELL, AUG'20 -ADMIN</u>	08/10/2020	19.34	.00	<u>01-6175 SMALL TOOLS</u>	0	9/20		
470	PARTS, INC.	218535	10391	<u>HOSE TO RECHARGE AC ON VEHICLES, S. HOWELL, AUG'20 -WATER</u>	08/10/2020	7.73	.00	<u>20-6175 SMALL TOOLS</u>	0	9/20		
470	PARTS, INC.	218535	10391	<u>HOSE TO RECHARGE AC ON VEHICLES, S. HOWELL, AUG'20 -SEWER</u>	08/10/2020	7.73	.00	<u>21-6175 SMALL TOOLS</u>	0	9/20		
470	PARTS, INC.	218535	10391	<u>HOSE TO RECHARGE AC ON VEHICLES, S. HOWELL, AUG'20 - P.I</u>	08/10/2020	3.87	.00	<u>25-6175 SMALL TOOLS</u>	0	9/20		

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Total 218535:						38.67	.00					
470	PARTS, INC.	218801	10409	<u>HEATER BLOWER MOTOR FOR VEHICLE#72, S. HOWELL, AUG. '20 - WATER</u>	08/13/2020	32.47	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/20		
470	PARTS, INC.	218801	10409	<u>HEATER BLOWER MOTOR FOR VEHICLE#72, S. HOWELL, AUG. '20 - SEWER</u>	08/13/2020	32.47	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/20		
470	PARTS, INC.	218801	10409	<u>HEATER BLOWER MOTOR FOR VEHICLE#72, S. HOWELL, AUG. '20 - P.I</u>	08/13/2020	12.37	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	9/20		
Total 218801:						77.31	.00					
470	PARTS, INC.	219098	10428	<u>BATTERY, S.HOWELL, AUG.'20</u>	08/18/2020	131.11	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	9/20		
Total 219098:						131.11	.00					
470	PARTS, INC.	219152	10430	<u>FILTER FOR SEWER TRUCK #23, S.HOWELL, AUG.'20</u>	08/19/2020	47.28	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/20		
Total 219152:						47.28	.00					
470	PARTS, INC.	219488	10463	<u>FUEL LINE AND HOSE CLAMPS TRUCK #27, S. HOWELL, AUG'20 - ADMIN</u>	08/25/2020	4.47	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/20		
470	PARTS, INC.	219488	10463	<u>FUEL LINE AND HOSE CLAMPS TRUCK #7, S. HOWELL, AUG'20 - WATER</u>	08/25/2020	1.79	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/20		
470	PARTS, INC.	219488	10463	<u>FUEL LINE AND HOSE CLAMPS TRUCK #7, S. HOWELL, AUG'20 - SEWER</u>	08/25/2020	1.79	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/20		

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470	PARTS, INC.	219488	10463	<u>FUEL LINE AND HOSE CLAMPS TRUCK #7, S. HOWELL, AUG'20 -PI</u>	08/25/2020	.89	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	9/20		
Total 219488:						8.94	.00					
470	PARTS, INC.	219590	10476	<u>SPARK PLUGS FOR THE WHEEL LINES AT THE FARM, R.WARWICK, AUG.'20</u>	08/26/2020	9.53	.00	<u>21-6090 FARM EXPENDITURES</u>	0	9/20		
Total 219590:						9.53	.00					
470	PARTS, INC.	219675	10481	<u>BATTERY AND ELECTRICAL CONNECTORS FOR LAGOONS SIDE BY SIDE, S.HOWELL, AUG.'20</u>	08/27/2020	116.41	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	9/20		
Total 219675:						116.41	.00					
470	PARTS, INC.	220125	10505	<u>MARINE GREASE FOR BELT PRESS, TIRE REPAIR, R. HERRERA, SEPT'20</u>	09/03/2020	43.77	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	9/20		
Total 220125:						43.77	.00					
Total PARTS, INC.:						864.45	.00					
<b>PEAK ALARM COMPANY, INC</b>												
1021	PEAK ALARM COMPANY, INC	1055677		<u>ALARM SYSTEM SERVICED, DANSKIN WELL, AUG.'20 - WATER</u>	08/27/2020	91.87	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	9/20		
1021	PEAK ALARM COMPANY, INC	1055677		<u>ALARM SYSTEM SERVICED, DANSKIN WELL, AUG.'20 - PI</u>	08/27/2020	22.97	.00	<u>25-6140 MAINT &amp; REPAIR BUILDING</u>	0	9/20		
Total 1055677:						114.84	.00					
Total PEAK ALARM COMPANY, INC:						114.84	.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
<b>QUADIENT FINANCE USA INC</b>												
1770	QUADIENT FINANCE USA INC	08312020QF		<u>POSTAGE REFILL FOR POSTAGE MACHINE, CITY HALL, AUG.'20 - ADMIN</u>	08/31/2020	140.00	.00	<u>01-6190 POSTAGE &amp; BILLING</u>	0	9/20		
1770	QUADIENT FINANCE USA INC	08312020QF		<u>POSTAGE REFILL FOR POSTAGE MACHINE, CITY HALL, AUG.'20 - P &amp; Z</u>	08/31/2020	50.00	.00	<u>01-6190 POSTAGE &amp; BILLING</u>	1003	9/20		
1770	QUADIENT FINANCE USA INC	08312020QF		<u>POSTAGE REFILL FOR POSTAGE MACHINE, CITY HALL, AUG.'20 - WATER</u>	08/31/2020	130.00	.00	<u>20-6190 POSTAGE &amp; BILLING</u>	0	9/20		
1770	QUADIENT FINANCE USA INC	08312020QF		<u>POSTAGE REFILL FOR POSTAGE MACHINE, CITY HALL, AUG.'20 - SEWER</u>	08/31/2020	130.00	.00	<u>21-6190 POSTAGE &amp; BILLING</u>	0	9/20		
1770	QUADIENT FINANCE USA INC	08312020QF		<u>POSTAGE REFILL FOR POSTAGE MACHINE, CITY HALL, AUG.'20 - P.I</u>	08/31/2020	50.00	.00	<u>25-6190 POSTAGE &amp; BILLING</u>	0	9/20		
Total 08312020QF:						500.00	.00					
Total QUADIENT FINANCE USA INC:						500.00	.00					
<b>RANDY DUCKER</b>												
2039	RANDY DUCKER	2		<u>TREE REMOVAL AND TRIMMING, BERNIE FISHER PARK, AUG.'20</u>	08/29/2020	2,100.00	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/20		
Total 2:						2,100.00	.00					
Total RANDY DUCKER:						2,100.00	.00					
<b>RIMI INC</b>												
1991	RIMI INC	08312020RIMI		<u>COMMERCIAL MECHANICAL PERMIT FEES, AUG.'20</u>	08/31/2020	1,421.00	1,421.00	<u>01-6052 CONTRACT SERVICES</u>	1005	9/20	09/08/2020	
Total 08312020RIMI:						1,421.00	1,421.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total RIMI INC:						1,421.00	1,421.00					
<b>S &amp; T AND SONS TRUCKING LLC</b>												
2049	S & T AND SONS TRUCKING LLC	509		<u>ROAD MIX, BEDDING SAND, AND BEDDING CHIPS FOR STOCK, AUG.'20 - WATER</u>	08/30/2020	559.62	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/20		
2049	S & T AND SONS TRUCKING LLC	509		<u>ROAD MIX, BEDDING SAND, AND BEDDING CHIPS FOR STOCK, AUG.'20 - SEWER</u>	08/30/2020	559.62	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/20		
2049	S & T AND SONS TRUCKING LLC	509		<u>ROAD MIX, BEDDING SAND, AND BEDDING CHIPS FOR STOCK, AUG.'20 - P.I</u>	08/30/2020	213.20	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	9/20		
Total 509:						1,332.44	.00					
Total S & T AND SONS TRUCKING LLC:						1,332.44	.00					
<b>SEID CRANE SERVICE, INC</b>												
1766	SEID CRANE SERVICE, INC	13665	10520	<u>CRANE WORK FOR TEN MILE LIFT STATION, T. FLEMING, SEP'20</u>	09/04/2020	170.00	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/20		
Total 13665:						170.00	.00					
Total SEID CRANE SERVICE, INC:						170.00	.00					
<b>SELECT DEVELOPMENT &amp; CONTRACTING LLC</b>												
2019	SELECT DEVELOPMENT & CONTRACTING LLC	09032020SD		<u>LUGARNO TERRA PI, LATE COMERS FUND REIMBURSEMENT PROJECTS- SEPT. '20-PI</u>	09/03/2020	19,337.00	.00	<u>05-6307 PR IRR MAIN CAPACITY REIMBURSE</u>	0	9/20		
2019	SELECT DEVELOPMENT & CONTRACTING LLC	09032020SD		<u>LUGARNO TERRA WATER, LATE COMERS FUND REIMBURSEMENT PROJECTS- SEPT. '20-WATER</u>	09/03/2020	21,940.00	.00	<u>05-6305 WATER MAIN CAPACITY REIMBURSE</u>	0	9/20		
2019	SELECT DEVELOPMENT & CONTRACTING LLC	09032020SD		<u>LUGARNO TERRA SEWER, LATE COMERS FUND REIMBURSEMENT PROJECTS- SEPT. '20-SEWER</u>	09/03/2020	58,353.96	.00	<u>05-6306 SEWER MAIN CAPACITY REIMBURSE</u>	0	9/20		

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Total 09032020SD:						99,630.96	.00					
Total SELECT DEVELOPMENT & CONTRACTING LLC:						99,630.96	.00					
<b>SHARP ELECTRONICS CORP-METERED</b>												
1806	SHARP ELECTRONICS CORP-METERED	12361881		COPIER MODEL #MX2615N, SERIAL #55096581, EXCESS METER READING, 7/1-31/20, TREATMENT PLANT - WATER	08/31/2020	127.47	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	9/20		
1806	SHARP ELECTRONICS CORP-METERED	12361881		COPIER MODEL #MX2615N, SERIAL #55096581, EXCESS METER READING, 7/1-31/20, TREATMENT PLANT - SEWER	08/31/2020	127.47	.00	21-6142 MAINT. & REPAIRS-EQUIPMENT	0	9/20		
1806	SHARP ELECTRONICS CORP-METERED	12361881		COPIER MODEL #MX2615N, SERIAL #55096581, EXCESS METER READING, 7/1-31/20, TREATMENT PLANT - P.I	08/31/2020	48.56	.00	25-6142 MAINT. & REPAIRS-EQUIPMENT	0	9/20		
Total 12361881:						303.50	.00					
Total SHARP ELECTRONICS CORP-METERED:						303.50	.00					
<b>ST. LUKE'S HEALTH SYSTEM</b>												
1441	ST. LUKE'S HEALTH SYSTEM	440333489		NEW EMPLOYEE DRUG SCREENING, C.FEISTNER, AUG.'20 - P & Z	08/10/2020	8.75	.00	01-6202 PROFESSIONAL SERVICES	1003	9/20		
1441	ST. LUKE'S HEALTH SYSTEM	440333489		NEW EMPLOYEE DRUG SCREENING, C.FEISTNER, AUG.'20 - WATER	08/10/2020	12.25	.00	20-6202 PROFESSIONAL SERVICES	0	9/20		
1441	ST. LUKE'S HEALTH SYSTEM	440333489		NEW EMPLOYEE DRUG SCREENING, C.FEISTNER, AUG.'20 - SEWER	08/10/2020	12.25	.00	21-6202 PROFESSIONAL SERVICES	0	9/20		
1441	ST. LUKE'S HEALTH SYSTEM	440333489		NEW EMPLOYEE DRUG SCREENING, C.FEISTNER, AUG.'20 - P.I	08/10/2020	1.75	.00	25-6202 PROFESSIONAL SERVICES	0	9/20		
Total 440333489:						35.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total ST. LUKE'S HEALTH SYSTEM:						35.00	.00					
<b>STATE OF IDAHO-DEPT OF ENVIR QUALITY</b>												
128	STATE OF IDAHO-DEPT OF ENVIR QUALITY	20210875		<u>PUBLIC DRINKING WATER SYSTEM ANNUAL FEE ASSESSMENT, FY2021</u>	09/08/2020	24,000.00	.00	<u>20-1500 PREPAID EXPENSES</u>	0	9/20		
Total 20210875:						24,000.00	.00					
Total STATE OF IDAHO-DEPT OF ENVIR QUALITY:						24,000.00	.00					
<b>THE JORDEL COMPANY</b>												
1523	THE JORDEL COMPANY	00000005225	10468	<u>CORRECTION NOTICE LABELS, J.COULTER, AUG.'20</u>	08/26/2020	230.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	9/20		
Total 00000005225:						230.00	.00					
Total THE JORDEL COMPANY:						230.00	.00					
<b>TREASURE VALLEY COFFEE</b>												
992	TREASURE VALLEY COFFEE	2160:06896187	10484	<u>6 EA 5-GALLON WATER BOTTLES, MAINTENANCE SHOP, AUG.'20</u>	08/28/2020	34.20	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	9/20		
Total 2160:06896187:						34.20	.00					
992	TREASURE VALLEY COFFEE	2160:06896233	10484	<u>5 EA 5-GALLON WATER BOTTLES, CITY HALL, AUG.'20</u>	08/28/2020	28.50	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	9/20		
Total 2160:06896233:						28.50	.00					
992	TREASURE VALLEY COFFEE	2160:06896243	10484	<u>3 EA 5-GALLON WATER BOTTLES AND COOLER RENTAL, PARKS OFFICE, AUG.'20</u>	08/28/2020	30.10	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	9/20		
Total 2160:06896243:						30.10	.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
992	TREASURE VALLEY COFFEE	2160:06906912	10509	13 EA 5-GALLON WATER BOTTLES, 3 SLEEVES CUPS, TREATMENT PLANT, SEPT.'20 - WATER	09/04/2020	36.06	.00	20-6165 OFFICE SUPPLIES	0	9/20		
992	TREASURE VALLEY COFFEE	2160:06906912	10509	13 EA 5-GALLON WATER BOTTLES, 3 SLEEVES CUPS, TREATMENT PLANT, SEPT.'20 - SEWER	09/04/2020	36.06	.00	21-6165 OFFICE SUPPLIES	0	9/20		
992	TREASURE VALLEY COFFEE	2160:06906912	10509	13 EA 5-GALLON WATER BOTTLES, 3 SLEEVES CUPS, TREATMENT PLANT, SEPT.'20 - P.I	09/04/2020	13.73	.00	25-6165 OFFICE SUPPLIES	0	9/20		
Total 2160:06906912:						85.85	.00					
992	TREASURE VALLEY COFFEE	2160:06923190	10469	MEDICAL SUPPLIES, REFILLS, TREATMENT PLANT, AUG.'20 - WATER	08/28/2020	25.73	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	9/20		
992	TREASURE VALLEY COFFEE	2160:06923190	10469	MEDICAL SUPPLIES, REFILLS, TREATMENT PLANT, AUG.'20 - SEWER	08/28/2020	25.73	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	9/20		
992	TREASURE VALLEY COFFEE	2160:06923190	10469	MEDICAL SUPPLIES, REFILLS, TREATMENT PLANT, AUG.'20 - P.I	08/28/2020	9.79	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	9/20		
992	TREASURE VALLEY COFFEE	2160:06923190		MEDICAL SUPPLIES, REFILLS, CITY HALL, AUG.'20 - ADMIN	08/28/2020	12.98	.00	01-6230 SAFETY TRAINING & EQUIPMENT	0	9/20		
992	TREASURE VALLEY COFFEE	2160:06923190		MEDICAL SUPPLIES, REFILLS, CITY HALL, AUG.'20 - WATER	08/28/2020	8.88	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	9/20		
992	TREASURE VALLEY COFFEE	2160:06923190		MEDICAL SUPPLIES, REFILLS, CITY HALL, AUG.'20 - SEWER	08/28/2020	8.88	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	9/20		
992	TREASURE VALLEY COFFEE	2160:06923190		MEDICAL SUPPLIES, REFILLS, CITY HALL, AUG.'20 - P.I	08/28/2020	3.41	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	9/20		
992	TREASURE VALLEY COFFEE	2160:06923190		MEDICAL SUPPLIES, REFILLS, PARKS OFFICE AND MAINTENANCE SHOP, AUG.'20	08/28/2020	43.50	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	9/20		

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 2160:06923190:						138.90	.00					
Total TREASURE VALLEY COFFEE:						317.55	.00					
<b>U.S. BANK (VISA)</b>												
1444	U.S. BANK (VISA)	064102261003		<u>DROPBOX, 2 ADDITIONAL LICENSES, M.BORZICK, AUG.'20 - WATER</u>	08/13/2020	92.17	.00	20-6075 DUES & MEMBERSHIPS	0	9/20		
1444	U.S. BANK (VISA)	064102261003		<u>DROPBOX, 2 ADDITIONAL LICENSES, M.BORZICK, AUG.'20 - SEWER</u>	08/13/2020	92.17	.00	21-6075 DUES & MEMBERSHIPS	0	9/20		
1444	U.S. BANK (VISA)	064102261003		<u>DROPBOX, 2 ADDITIONAL LICENSES, M.BORZICK, AUG.'20 - P.I</u>	08/13/2020	35.11	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	9/20		
Total 06410226100332676222:						219.45	.00					
1444	U.S. BANK (VISA)	104302110101		<u>HOMEDEPOT.COM, BLINDS FOR CITY HALL EXPANSION, N.STAUFFER, JUL.'20</u>	07/28/2020	200.25	.00	01-6045 CONTINGENCY	1220	9/20		
Total 10430211010181406930:						200.25	.00					
1444	U.S. BANK (VISA)	133902140000		<u>SMOKY MOUNTAIN PIZZERIA, LUNCH MEETING, TREATMENT PLANT, C.OSWALD, JUL.'20 - WATER</u>	07/31/2020	22.78	.00	20-6155 MEETINGS/COMMITTEES	0	9/20		
1444	U.S. BANK (VISA)	133902140000		<u>SMOKY MOUNTAIN PIZZERIA, LUNCH MEETING, TREATMENT PLANT, C.OSWALD, JUL.'20 - SEWER</u>	07/31/2020	22.78	.00	21-6155 MEETINGS/COMMITTEES	0	9/20		
1444	U.S. BANK (VISA)	133902140000		<u>SMOKY MOUNTAIN PIZZERIA, LUNCH MEETING, TREATMENT PLANT, C.OSWALD, JUL.'20 - P.I</u>	07/31/2020	8.67	.00	25-6155 MEETING/COMMITTEES	0	9/20		
Total 13390214000068068271:						54.23	.00					

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1444	U.S. BANK (VISA)	151702260017	10407	<u>PHILLIPS 66. 5 EA PIZZA FOR HOCKEY PLAYERS. A. WELKER. AUG. '20</u>	08/13/2020	21.20	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	0	9/20		
Total 15170226001706444023:						21.20	.00					
1444	U.S. BANK (VISA)	273302127202	10366	<u>ACE HARDWARE. PAINT ROLLERS AND DREMEL CUTTING BLADES FOR CITY HALL PROJECT. B. WITHROW. AUG.'20</u>	07/30/2020	57.40	.00	<u>01-6045 CONTINGENCY</u>	1220	9/20		
Total 27330212720203138121:						57.40	.00					
1444	U.S. BANK (VISA)	310602140837		<u>AMAZON.COM. WEBCAM FOR CITY HALL BIG SCREENS. COVID 19,AUG.'20 - ADMIN</u>	08/01/2020	36.25	.00	<u>01-6175 SMALL TOOLS</u>	0	9/20		
1444	U.S. BANK (VISA)	310602140837		<u>AMAZON.COM. WEBCAM FOR CITY HALL BIG SCREENS. COVID 19. AUG.'20 - WATER</u>	08/01/2020	24.80	.00	<u>20-6175 SMALL TOOLS</u>	0	9/20		
1444	U.S. BANK (VISA)	310602140837		<u>AMAZON.COM. WEBCAM FOR CITY HALL BIG SCREENS. COVID 19. AUG.'20 - SEWER</u>	08/01/2020	24.80	.00	<u>21-6175 SMALL TOOLS</u>	0	9/20		
1444	U.S. BANK (VISA)	310602140837		<u>AMAZON.COM. WEBCAM FOR CITY HALL BIG SCREENS.COVID 19. AUG.'20 - P.I</u>	08/01/2020	9.54	.00	<u>25-6175 SMALL TOOLS</u>	0	9/20		
Total 31060214083754016666:						95.39	.00					
1444	U.S. BANK (VISA)	310602280837	10411	<u>AMAZON. DEWALT CHARGER FOR THE METER VAN. B. BURR. AUG. :20</u>	08/15/2020	65.53	.00	<u>20-6175 SMALL TOOLS</u>	0	9/20		
1444	U.S. BANK (VISA)	310602280837	10411	<u>AMAZON. DEWALT CHARGER FOR THE METER VAN. B. BURR. AUG. :20</u>	08/15/2020	16.38	.00	<u>25-6175 SMALL TOOLS</u>	0	9/20		
Total 31060228083727840998:						81.91	.00					

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1444	U.S. BANK (VISA)	310602320837		<u>AMAZON.COM, 2 WIRELESS KEYBOARDS, M.BORZICK, AUG.'20 - WATER</u>	08/18/2020	44.51	.00	<u>20-6175 SMALL TOOLS</u>	0	9/20		
1444	U.S. BANK (VISA)	310602320837		<u>AMAZON.COM, 2 WIRELESS KEYBOARDS, M.BORZICK, AUG.'20 - SEWER</u>	08/18/2020	44.51	.00	<u>21-6175 SMALL TOOLS</u>	0	9/20		
1444	U.S. BANK (VISA)	310602320837		<u>AMAZON.COM, 2 WIRELESS KEYBOARDS, M.BORZICK, AUG.'20 - P.I</u>	08/18/2020	16.96	.00	<u>25-6175 SMALL TOOLS</u>	0	9/20		
Total 31060232083702850396:						105.98	.00					
1444	U.S. BANK (VISA)	310602350833	10451	<u>AMAZON, OFFICE CHAIR MAT, C.FEISTNER, AUG'20 - ADMIN</u>	08/21/2020	19.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	9/20		
1444	U.S. BANK (VISA)	310602350833	10451	<u>AMAZON, OFFICE CHAIR MAT, C.FEISTNER, AUG'20 - WATER</u>	08/21/2020	26.60	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/20		
1444	U.S. BANK (VISA)	310602350833	10451	<u>AMAZON, OFFICE CHAIR MAT, C.FEISTNER, AUG'20 - SEWER</u>	08/21/2020	26.60	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/20		
1444	U.S. BANK (VISA)	310602350833	10451	<u>AMAZON, OFFICE CHAIR MAT, C.FEISTNER, AUG'20 - P.I</u>	08/21/2020	3.79	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/20		
Total 31060235083350275794:						75.99	.00					
1444	U.S. BANK (VISA)	330902274005	10412	<u>IDAHO.GOV, LICENSE RENEWAL, J.WEBB, AUG.'20 - WATER</u>	08/14/2020	24.00	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/20		
1444	U.S. BANK (VISA)	330902274005	10412	<u>IDAHO.GOV, LICENSE RENEWAL, J.WEBB, AUG.'20 - P.I</u>	08/14/2020	6.00	.00	<u>25-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/20		
Total 33090227400546002225:						30.00	.00					
1444	U.S. BANK (VISA)	330902274005		<u>IDAHO.GOV, LICENSE RENEWAL, C.DEYOUNG, AUG.'20 - WATER</u>	08/14/2020	24.00	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/20		

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1444	U.S. BANK (VISA)	330902274005	10413	<u>IDAHO.GOV. LICENSE RENEWAL, C.DEYOUNG, AUG.'20 - P.I</u>	08/14/2020	6.00	.00	<u>25-6265 TRAINING &amp; SCH00LING EXPENSE</u>	0	9/20		
Total 33090227400546003462:						30.00	.00					
1444	U.S. BANK (VISA)	330902274005	10413	<u>IDAHO.GOV. LICENSE RENEWAL, C.DEYOUNG, AUG.'20 - WATER</u>	08/14/2020	24.00	.00	<u>20-6265 TRAINING &amp; SCH00LING EXPENSE</u>	0	9/20		
1444	U.S. BANK (VISA)	330902274005	10413	<u>IDAHO.GOV. LICENSE RENEWAL, C.DEYOUNG, AUG.'20 - P.I</u>	08/14/2020	6.00	.00	<u>25-6265 TRAINING &amp; SCH00LING EXPENSE</u>	0	9/20		
Total 33090227400546004023:						30.00	.00					
1444	U.S. BANK (VISA)	330902274005	10413	<u>IDAHO.GOV. LICENSE RENEWAL, C.DEYOUNG, AUG.'20 - WATER</u>	08/14/2020	24.00	.00	<u>20-6265 TRAINING &amp; SCH00LING EXPENSE</u>	0	9/20		
1444	U.S. BANK (VISA)	330902274005	10413	<u>IDAHO.GOV. LICENSE RENEWAL, C.DEYOUNG, AUG.'20 - P.I</u>	08/14/2020	6.00	.00	<u>25-6265 TRAINING &amp; SCH00LING EXPENSE</u>	0	9/20		
Total 33090227400546004445:						30.00	.00					
1444	U.S. BANK (VISA)	619702182064	10369	<u>360 WATER INC, 2 CLASSES, C.DEYOUNG, AUG'20 - WATER</u>	08/04/2020	48.00	.00	<u>20-6265 TRAINING &amp; SCH00LING EXPENSE</u>	0	9/20		
1444	U.S. BANK (VISA)	619702182064	10369	<u>360 WATER INC, 2 CLASSES, C.DEYOUNG, AUG'20 - P.I</u>	08/04/2020	12.00	.00	<u>25-6265 TRAINING &amp; SCH00LING EXPENSE</u>	0	9/20		
Total 619702182064019000026:						60.00	.00					
1444	U.S. BANK (VISA)	697902125006		<u>KJ SUPER WASH, CAR WASH, JUL.'20 - WATER</u>	07/29/2020	4.20	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/20		
1444	U.S. BANK (VISA)	697902125006		<u>KJ SUPER WASH, CAR WASH, JUL.'20 - SEWER</u>	07/29/2020	4.20	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/20		

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1444	U.S. BANK (VISA)	697902125006		<u>KJ SUPER WASH. CAR WASH. JUL.'20 - P.I</u>	07/29/2020	1.60	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	9/20		
Total 69790212500611441630:						10.00	.00					
1444	U.S. BANK (VISA)	707402189000	10308	<u>IDAHO PRECAST. VAULT FOR TENNIS COURTS DRAIN PROJECT. B.WITHROW. AUG.'20</u>	08/03/2020	548.95	.00	<u>01-6045 CONTINGENCY</u>	1206	9/20		
Total 70740218900012600030:						548.95	.00					
1444	U.S. BANK (VISA)	707402189000	10308	<u>IDAHO PRECAST. VAULT FOR TENNIS COURTS DRAIN PROJECT. B.WITHROW. AUG.'20</u>	08/03/2020	548.95	.00	<u>01-6045 CONTINGENCY</u>	1206	9/20		
Total 70740218900012600048:						548.95	.00					
1444	U.S. BANK (VISA)	728002327502	10424	<u>HICKORY FARMS. BEREAVEMENT GIFT FOR EMPLOYEE, N.STAUFFER, AUG. '20 - ADMIN</u>	08/18/2020	123.20	.00	<u>01-6155 MEETINGS/COMM TEES</u>	1031	9/20		
Total 72800232750229338070:						123.20	.00					
1444	U.S. BANK (VISA)	921602131008		<u>LOWE'S. WALL CABINET AND WINDOW AIR CONDITIONER, TREATMENT PLANT, C.OSWALD, SEPT.'20 - WATER</u>	07/31/2020	105.51	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1209	9/20		
1444	U.S. BANK (VISA)	921602131008		<u>LOWE'S. WALL CABINET AND WINDOW AIR CONDITIONER, TREATMENT PLANT, C.OSWALD, SEPT.'20 - SEWER</u>	07/31/2020	105.51	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1209	9/20		
1444	U.S. BANK (VISA)	921602131008		<u>LOWE'S. WALL CABINET AND WINDOW AIR CONDITIONER, TREATMENT PLANT, C.OSWALD, SEPT.'20 - P.I</u>	07/31/2020	40.20	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	1209	9/20		

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Total 92160213100854850407:						251.22	.00					
1444	U.S. BANK (VISA)	921602171007		<u>LOWE'S, T-MOULDING FOR CITY HALL EXPANSION PROJECT, B.GILLOGLY, AUG.'20</u>	08/04/2020	38.98	.00	<u>01-6045 CONTINGENCY</u>	1220	9/20		
Total 92160217100743739429:						38.98	.00					
1444	U.S. BANK (VISA)	921602181003		<u>LOWE'S, T-MOULDING AND DOOR CLOSURES FOR CITY HALL EXPANSION PROJECT, B.GILLOGLY, AUG.'20</u>	08/05/2020	154.94	.00	<u>01-6045 CONTINGENCY</u>	1220	9/20		
Total 92160218100363263352:						154.94	.00					
1444	U.S. BANK (VISA)	921602201006		<u>AMAZON.COM, OFFICE CHAIR, C.FEISTNER, AUG.'20 - P&amp;Z</u>	08/07/2020	64.72	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	9/20		
1444	U.S. BANK (VISA)	921602201006		<u>AMAZON.COM, OFFICE CHAIR, C.FEISTNER, AUG.'20 - WATER</u>	08/07/2020	46.23	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/20		
1444	U.S. BANK (VISA)	921602201006		<u>AMAZON.COM, OFFICE CHAIR, C.FEISTNER, AUG.'20 - SEWER</u>	08/07/2020	46.23	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/20		
1444	U.S. BANK (VISA)	921602201006		<u>AMAZON.COM, OFFICE CHAIR, C.FEISTNER, AUG.'20 - P.I</u>	08/07/2020	27.72	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/20		
Total 92160220100668694521:						184.90	.00					
1444	U.S. BANK (VISA)	921602231008	10392	<u>CLAW HAMMER, CITY HALL EXPANSION, N.STAUFFER, AUG. '20</u>	08/10/2020	10.58	.00	<u>01-6045 CONTINGENCY</u>	1220	9/20		
Total 92160223100892615190:						10.58	.00					
1444	U.S. BANK (VISA)	921602271002	10400	<u>AMAZON.COM, IPAD CASE AND FOLDERS, A.WELKER, AUG.'20</u>	08/14/2020	24.02	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	9/20		
1444	U.S. BANK (VISA)	921602271002	10400	<u>AMAZON.COM, IPAD CASE AND FOLDERS, A.WELKER, AUG.'20</u>	08/14/2020	.51	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/20		

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1444	U.S. BANK (VISA)	921602271002	10400	<u>AMAZON.COM, IPAD CASE AND FOLDERS, A.WELKER, AUG.'20</u>	08/14/2020	.51	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/20		
1444	U.S. BANK (VISA)	921602271002	10400	<u>AMAZON.COM, IPAD CASE AND FOLDERS, A.WELKER, AUG.'20</u>	08/14/2020	.24	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/20		
Total 92160227100231151770:						25.28	.00					
1444	U.S. BANK (VISA)	921602271002		<u>AMAZON.COM, 4 EA WEBCAMS, COVID19, M.BORZICK, AUG.'20 - WATER</u>	08/14/2020	265.34	.00	<u>20-6175 SMALL TOOLS</u>	0	9/20		
1444	U.S. BANK (VISA)	921602271002		<u>AMAZON.COM, 4 EA WEBCAMS, COVID19, M.BORZICK, AUG.'20 - SEWER</u>	08/14/2020	265.34	.00	<u>21-6175 SMALL TOOLS</u>	0	9/20		
1444	U.S. BANK (VISA)	921602271002		<u>AMAZON.COM, 4 EA WEBCAMS, COVID19, M.BORZICK, AUG.'20 - P.I</u>	08/14/2020	101.08	.00	<u>25-6175 SMALL TOOLS</u>	0	9/20		
Total 92160227100258246123:						631.76	.00					
1444	U.S. BANK (VISA)	921602321000	10429	<u>LOWES, CIRCULAR SAW, M.MEADE, SEPT.'20 - ADMIN</u>	08/19/2020	68.02	.00	<u>01-6175 SMALL TOOLS</u>	0	9/20		
1444	U.S. BANK (VISA)	921602321000	10429	<u>LOWES, CIRCULAR SAW, M.MEADE, SEPT.'20 - WATER</u>	08/19/2020	46.54	.00	<u>20-6175 SMALL TOOLS</u>	0	9/20		
1444	U.S. BANK (VISA)	921602321000	10429	<u>LOWES, CIRCULAR SAW, M.MEADE, SEPT.'20 - SEWER</u>	08/19/2020	46.54	.00	<u>21-6175 SMALL TOOLS</u>	0	9/20		
1444	U.S. BANK (VISA)	921602321000	10429	<u>LOWES, CIRCULAR SAW, M.MEADE, SEPT.'20 - P.I</u>	08/19/2020	17.90	.00	<u>25-6175 SMALL TOOLS</u>	0	9/20		
1444	U.S. BANK (VISA)	921602321000	10429	<u>LOWES, SAW BLADE, LOCTITE, AND WOOD TRIM, CITY HALL EXPANSION, N.STAUFFER, AUG.'20</u>	08/19/2020	149.32	.00	<u>01-6045 CONTINGENCY</u>	1220	9/20		
Total 92160232100023962619:						328.32	.00					
1444	U.S. BANK (VISA)	921602331003	10425	<u>AMAZON, 4 PK APPLE PENCIL TIPS, J. LORENTZ, AUG.'20</u>	08/21/2020	20.14	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	9/20		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 92160233100328527348:						20.14	.00					
1444	U.S. BANK (VISA)	939802322862	10429	<u>INTERSTATE PLASTICS, GLASS FOR WINDOW IN CLERK'S OFFICE, CITY HALL EXPANSION, N.STAUFFER, AUG.'20</u>	08/19/2020	75.00	.00	<u>01-6045 CONTINGENCY</u>	1220	9/20		
Total 93980232286252500139:						75.00	.00					
1444	U.S. BANK (VISA)	939802332862		<u>INTERSTATE PLASTICS, SALES TAX CHARGED ON PRIOR PURCHASE OF CLERKS WINDOW, (TO BE CREDITED), CITY HALL EXPANSION,AUG.'20</u>	08/20/2020	4.50	.00	<u>01-6160 MISCELLANEOUS EXPENSES</u>	0	9/20		
Total 93980233286252700332:						4.50	.00					
1444	U.S. BANK (VISA)	990002112950		<u>BEST BUY, MONITORS FOR ENGINEERING, JUL.'20 - P&amp;Z</u>	07/29/2020	112.49	.00	<u>01-6175 SMALL TOOLS</u>	1003	9/20		
1444	U.S. BANK (VISA)	990002112950		<u>BEST BUY, MONITORS FOR ENGINEERING, JUL.'20 - WATER</u>	07/29/2020	157.49	.00	<u>20-6175 SMALL TOOLS</u>	0	9/20		
1444	U.S. BANK (VISA)	990002112950		<u>BEST BUY, MONITORS FOR ENGINEERING, JUL.'20 - SEWER</u>	07/29/2020	157.49	.00	<u>21-6175 SMALL TOOLS</u>	0	9/20		
1444	U.S. BANK (VISA)	990002112950		<u>BEST BUY, MONITORS FOR ENGINEERING, JUL.'20 - P,I</u>	07/29/2020	22.50	.00	<u>25-6175 SMALL TOOLS</u>	0	9/20		
Total 99000211295005045612:						449.97	.00					
Total U.S. BANK (VISA):						4,498.49	.00					
<b>UNITED OIL</b>												
316	UNITED OIL	510827	10416	<u>5 PAILS OF 220 OIL, T.SHAFER, AUG.'20</u>	08/21/2020	420.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	9/20		



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				WATER	08/24/2020	211.39	.00	20-6140 MAINT. & REPAIR BUILDING	0	9/20		
265	USA BLUE BOOK	337936	10459	6 EA NO PARKING SIGNS AND 2 EA HAZARDOUS MATERIALS SIGNS, D.CROSSLEY, AUG.'20 - P.I	08/24/2020	52.85	.00	25-6140 MAINT & REPAIR BUILDING	0	9/20		
Total 337936:						264.24	.00					
265	USA BLUE BOOK	340167	10470	1 PAIR BUTYL GLOVES, T.SHAFER, AUG.'20	08/26/2020	40.50	.00	21-6175 SMALL TOOLS	0	9/20		
Total 340167:						40.50	.00					
265	USA BLUE BOOK	340272	10470	2 EA STEEL DRUM FAUCET WRENCHES, T.SHAFER, AUG.'20	08/26/2020	59.90	.00	21-6175 SMALL TOOLS	0	9/20		
265	USA BLUE BOOK	340272	10470	4 PAIRS AND 2 BOXES OF HEARING PROTECTION AND WASP SPRAY, T.SHAFER, AUG.'20	08/26/2020	233.66	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	9/20		
265	USA BLUE BOOK	340272	10470	1 PKG CHLORINE BUFFER, 1 EA PH BUFFER, 1 PKG INDICATOR SOLUTION, 1 EA BLANKING SOLUTION, T.SHAFER, AUG.'20	08/26/2020	155.19	.00	21-6152 M & R - LABORATORY COSTS	0	9/20		
265	USA BLUE BOOK	340272	10470	1 EA ROLLER, 1 EA PUMP TUBE, 1 EA LEAD TUBE FOR REPAIRS ON CHLORINATOR IN PROCESS BLDG, PLUS FREIGHT, T.SHAFER, AUG.'20	08/26/2020	298.74	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/20		
Total 340272:						747.49	.00					
Total USA BLUE BOOK:						1,143.56	.00					
<b>UTILITY REFUND #10</b>												
2044	UTILITY REFUND #10	132155.02		LISA M BROKAW, 477 N STEAR AVE, UTILITY REFUND	09/04/2020	1.14	.00	20-4500 METERED WATER SALES	0	9/20		

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2044	UTILITY REFUND #10	132155.02		<u>LISA M BROKAW, 477 N STEAR AVE, UTILITY REFUND</u>	09/04/2020	4.07	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	132155.02		<u>LISA M BROKAW, 477 N STEAR AVE, UTILITY REFUND</u>	09/04/2020	5.65	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
Total 132155.02:						10.86	.00					
2044	UTILITY REFUND #10	150970.02		<u>NEZIM SMAJLOVIC, 799 W TERN DR, UTILITY REFUND</u>	08/26/2020	14.06	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	150970.02		<u>NEZIM SMAJLOVIC, 799 W TERN DR, UTILITY REFUND</u>	08/26/2020	26.18	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	150970.02		<u>NEZIM SMAJLOVIC, 799 W TERN DR, UTILITY REFUND</u>	08/26/2020	16.44	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
Total 150970.02:						56.68	.00					
2044	UTILITY REFUND #10	160980.02		<u>JOHN BERNASCONI, 413 W WHITE WAY, UTILITY REFUND</u>	08/31/2020	25.31	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	160980.02		<u>JOHN BERNASCONI, 413 W WHITE WAY, UTILITY REFUND</u>	08/31/2020	40.34	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	160980.02		<u>JOHN BERNASCONI, 413 W WHITE WAY, UTILITY REFUND</u>	08/31/2020	28.73	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
Total 160980.02:						94.38	.00					
2044	UTILITY REFUND #10	161025.01		<u>CALVIN L GREENHALGH, 296 W WHITE WAY, UTILITY REFUND</u>	09/02/2020	15.81	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	161025.01		<u>CALVIN L GREENHALGH, 296 W WHITE WAY, UTILITY REFUND</u>	09/02/2020	17.66	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	161025.01		<u>CALVIN L GREENHALGH, 296 W WHITE WAY, UTILITY REFUND</u>	09/02/2020	13.70	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		

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Total 161025.01:						47.17	.00					
2044	UTILITY REFUND #10	167080.01		<u>ADELA S GARCIA, 1180-1186 W ART CT, UTILITY REFUND</u>	09/02/2020	77.41	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	167080.01		<u>ADELA S GARCIA, 1180-1186 W ART CT, UTILITY REFUND</u>	09/02/2020	129.86	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	167080.01		<u>ADELA S GARCIA, 1180-1186 W ART CT, UTILITY REFUND</u>	09/02/2020	72.08	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
Total 167080.01:						279.35	.00					
2044	UTILITY REFUND #10	180420.01		<u>ERIC J PETERSON, 1289 N EL CAMINO AVE, UTILITY REFUND</u>	09/04/2020	8.89	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	180420.01		<u>ERIC J PETERSON, 1289 N EL CAMINO AVE, UTILITY REFUND</u>	09/04/2020	10.03	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	180420.01		<u>ERIC J PETERSON, 1289 N EL CAMINO AVE, UTILITY REFUND</u>	09/04/2020	7.40	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
Total 180420.01:						26.32	.00					
2044	UTILITY REFUND #10	190940.02		<u>EUGENE TIPPETTS, 1863 N ADDAX AVE, UTILITY REFUND</u>	08/26/2020	47.89	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	190940.02		<u>EUGENE TIPPETTS, 1863 N ADDAX AVE, UTILITY REFUND</u>	08/26/2020	20.56	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	190940.02		<u>EUGENE TIPPETTS, 1863 N ADDAX AVE, UTILITY REFUND</u>	08/26/2020	18.69	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
Total 190940.02:						87.14	.00					
2044	UTILITY REFUND #10	20230.02		<u>DAVID BRYAN PARKER, 510 E EASY ST, UTILITY REFUND</u>	08/26/2020	15.57	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		

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2044	UTILITY REFUND #10	20230.02		<u>DAVID BRYAN PARKER, 510 E EASY ST, UTILITY REFUND</u>	08/26/2020	11.26	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	20230.02		<u>DAVID BRYAN PARKER, 510 E EASY ST, UTILITY REFUND</u>	08/26/2020	6.80	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
Total 20230.02:						33.63	.00					
2044	UTILITY REFUND #10	220695.03		<u>ALEX MCKEAN, 574 E GREAT BEAR ST, UTILITY REFUND</u>	09/02/2020	83.66	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	220695.03		<u>ALEX MCKEAN, 574 E GREAT BEAR ST, UTILITY REFUND</u>	09/02/2020	7.59	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	220695.03		<u>ALEX MCKEAN, 574 E GREAT BEAR ST, UTILITY REFUND</u>	09/02/2020	6.19	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
Total 220695.03:						97.44	.00					
2044	UTILITY REFUND #10	221510.02		<u>RICHARD HARSHMAN, 1102 E RUTHERGLEN ST, UTILITY REFUND</u>	09/02/2020	19.27	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	221510.02		<u>RICHARD HARSHMAN, 1102 E RUTHERGLEN ST, UTILITY REFUND</u>	09/02/2020	21.53	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	221510.02		<u>RICHARD HARSHMAN, 1102 E RUTHERGLEN ST, UTILITY REFUND</u>	09/02/2020	16.48	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
Total 221510.02:						57.28	.00					
2044	UTILITY REFUND #10	240340.00		<u>ANDREW W COWELL, 657 N MUDSTONE WAY, UTILITY REFUND</u>	09/04/2020	1.11	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	240340.00		<u>ANDREW W COWELL, 657 N MUDSTONE WAY, UTILITY REFUND</u>	09/04/2020	1.18	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		

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2044	UTILITY REFUND #10	240340.00		<u>ANDREW W COWELL, 657 N MUDSTONE WAY, UTILITY REFUND</u>	09/04/2020	.89	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
Total 240340.00:						3.18	.00					
2044	UTILITY REFUND #10	240840.02		<u>SARA MILLER, 935 E ENSOLARADO ST, UTILITY REFUND</u>	09/02/2020	92.32	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	240840.02		<u>SARA MILLER, 935 E ENSOLARADO ST, UTILITY REFUND</u>	09/02/2020	96.93	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	240840.02		<u>SARA MILLER, 935 E ENSOLARADO ST, UTILITY REFUND</u>	09/02/2020	85.57	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
Total 240840.02:						274.82	.00					
2044	UTILITY REFUND #10	264485.02		<u>MICAH D MCCABE, 1994 W MELON DR, UTILITY REFUND</u>	08/31/2020	22.48	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	264485.02		<u>MICAH D MCCABE, 1994 W MELON DR, UTILITY REFUND</u>	08/31/2020	40.47	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	264485.02		<u>MICAH D MCCABE, 1994 W MELON DR, UTILITY REFUND</u>	08/31/2020	28.39	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
Total 264485.02:						91.34	.00					
2044	UTILITY REFUND #10	264815.04		<u>JULI E VANWYK, 2108 N FIREBRICK DR, UTILITY REFUND</u>	08/26/2020	28.46	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	264815.04		<u>JULI E VANWYK, 2108 N FIREBRICK DR, UTILITY REFUND</u>	08/26/2020	3.81	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	264815.04		<u>JULI E VANWYK, 2108 N FIREBRICK DR, UTILITY REFUND</u>	08/26/2020	10.79	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		

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Total 264815.04:						43.06	.00					
2044	UTILITY REFUND #10	290265.01		<u>KATHY YOCUM, 8211 S DANSKIN LN, UTILITY REFUND</u>	09/02/2020	15.98	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
Total 290265.01:						15.98	.00					
2044	UTILITY REFUND #10	302030.02		<u>SHARON G PFIEFER, 507 E RAISON CT, UTILITY REFUND</u>	09/02/2020	32.32	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	302030.02		<u>SHARON G PFIEFER, 507 E RAISON CT, UTILITY REFUND</u>	09/02/2020	6.89	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	302030.02		<u>SHARON G PFIEFER, 507 E RAISON CT, UTILITY REFUND</u>	09/02/2020	7.42	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
Total 302030.02:						46.63	.00					
2044	UTILITY REFUND #10	302039.02		<u>CHRIS D NORRIS, 554 E MERINO ST, UTILITY REFUND</u>	09/02/2020	13.75	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	302039.02		<u>CHRIS D NORRIS, 554 E MERINO ST, UTILITY REFUND</u>	09/02/2020	15.45	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	302039.02		<u>CHRIS D NORRIS, 554 E MERINO ST, UTILITY REFUND</u>	09/02/2020	13.12	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
Total 302039.02:						42.32	.00					
2044	UTILITY REFUND #10	302334.00		<u>KW HOMES, 8924 S FORMOSA WAY, UTILITY REFUND</u>	08/17/2020	64.64	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	302334.00		<u>KW HOMES, 8924 S FORMOSA WAY, UTILITY REFUND</u>	08/17/2020	44.76	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
Total 302334.00:						109.40	.00					

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2044	UTILITY REFUND #10	30620.01		<u>CODY L KIDD, 402 S ASH AVE, UTILITY REFUND</u>	08/26/2020	57.17	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	30620.01		<u>CODY L KIDD, 402 S ASH AVE, UTILITY REFUND</u>	08/26/2020	16.21	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	30620.01		<u>CODY L KIDD, 402 S ASH AVE, UTILITY REFUND</u>	08/26/2020	15.22	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
Total 30620.01:						88.60	.00					
2044	UTILITY REFUND #10	310230.02		<u>DAVID HART, 1429 W SOLDOTNA DR, UTILITY REFUND</u>	09/04/2020	11.86	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	310230.02		<u>DAVID HART, 1429 W SOLDOTNA DR, UTILITY REFUND</u>	09/04/2020	12.41	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	310230.02		<u>DAVID HART, 1429 W SOLDOTNA DR, UTILITY REFUND</u>	09/04/2020	10.53	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
Total 310230.02:						34.80	.00					
2044	UTILITY REFUND #10	310242.02		<u>MARC A SANDRUS, 9528 S ROCK CLIFFS PL, UTILITY REFUND</u>	09/02/2020	24.66	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	310242.02		<u>MARC A SANDRUS, 9528 S ROCK CLIFFS PL, UTILITY REFUND</u>	09/02/2020	27.00	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	310242.02		<u>MARC A SANDRUS, 9528 S ROCK CLIFFS PL, UTILITY REFUND</u>	09/02/2020	20.33	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
Total 310242.02:						71.99	.00					
2044	UTILITY REFUND #10	318311.02		<u>BRETT G PHILLIPS, 162 S BAY HAVEN PL, UTILITY REFUND</u>	09/02/2020	100.38	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		

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2044	UTILITY REFUND #10	318311.02		<u>BRETT G PHILLIPS, 162 S BAY HAVEN PL, UTILITY REFUND</u>	09/02/2020	26.06	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	318311.02		<u>BRETT G PHILLIPS, 162 S BAY HAVEN PL, UTILITY REFUND</u>	09/02/2020	21.75	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
Total 318311.02:						148.19	.00					
2044	UTILITY REFUND #10	320004.02		<u>HOLDEN PACKARD, 1882 E MARIETTA ST, UTILITY REFUND</u>	09/04/2020	28.55	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	320004.02		<u>HOLDEN PACKARD, 1882 E MARIETTA ST, UTILITY REFUND</u>	09/04/2020	29.21	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	320004.02		<u>HOLDEN PACKARD, 1882 E MARIETTA ST, UTILITY REFUND</u>	09/04/2020	21.30	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
Total 320004.02:						79.06	.00					
2044	UTILITY REFUND #10	323084.00		<u>TED MASON SIGNATURE HOMES, 2119 E TROPHY ST, UTILITY REFUND</u>	08/20/2020	36.44	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	323084.00		<u>TED MASON SIGNATURE HOMES, 2119 E TROPHY ST, UTILITY REFUND</u>	08/20/2020	26.26	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
Total 323084.00:						62.70	.00					
2044	UTILITY REFUND #10	330196.01		<u>ADIS SMAJLOVIC, 942 E WHITETAIL ST, UTILITY REFUND</u>	09/04/2020	6.36	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	330196.01		<u>ADIS SMAJLOVIC, 942 E WHITETAIL ST, UTILITY REFUND</u>	09/04/2020	8.87	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	330196.01		<u>ADIS SMAJLOVIC, 942 E WHITETAIL ST, UTILITY REFUND</u>	09/04/2020	5.57	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		

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Total 330196.01:						20.80	.00					
2044	UTILITY REFUND #10	340042.02		<u>NOAH B COBLER, 6869 S BIRCH CREEK AVE, UTILITY REFUND</u>	08/26/2020	53.40	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2044	UTILITY REFUND #10	340042.02		<u>NOAH B COBLER, 6869 S BIRCH CREEK AVE, UTILITY REFUND</u>	08/26/2020	69.29	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	340042.02		<u>NOAH B COBLER, 6869 S BIRCH CREEK AVE, UTILITY REFUND</u>	08/26/2020	46.81	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/20		
2044	UTILITY REFUND #10	340042.02		<u>NOAH B COBLER, 6869 S BIRCH CREEK AVE, UTILITY REFUND</u>	08/26/2020	20.32	.00	<u>25-4700 PRESS, IRRIGATION USER FEES</u>	0	9/20		
Total 340042.02:						189.82	.00					
Total UTILITY REFUND #10:						2,112.94	.00					
<b>UTILITY REFUND #9</b>												
2004	UTILITY REFUND #9	241029.00		<u>HATHAWAY HOMES LLC, 313 N SAILER AVE, UTILITY REFUND</u>	08/20/2020	79.38	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2004	UTILITY REFUND #9	241029.00		<u>HATHAWAY HOMES LLC, 313 N SAILER AVE, UTILITY REFUND</u>	08/20/2020	63.60	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
Total 241029.00:						142.98	.00					
2004	UTILITY REFUND #9	268146.01		<u>CBH, 1745 N THISTLE DR, UTILITY REFUND</u>	08/20/2020	75.17	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2004	UTILITY REFUND #9	268146.01		<u>CBH, 1745 N THISTLE DR, UTILITY REFUND</u>	08/20/2020	53.21	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
Total 268146.01:						128.38	.00					
2004	UTILITY REFUND #9	268305.00		<u>CBH, 2725 W QUILCEDA ST, UTILITY REFUND</u>	08/20/2020	35.37	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		

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2004	UTILITY REFUND #9	268305.00		<u>CBH, 2725 W QUILCEDA ST, UTILITY REFUND</u>	08/20/2020	25.65	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
Total 268305.00:						61.02	.00					
2004	UTILITY REFUND #9	268345.00		<u>CBH, 1656 N THISTLE DR, UTILITY REFUND</u>	08/18/2020	65.83	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2004	UTILITY REFUND #9	268345.00		<u>CBH, 1656 N THISTLE DR, UTILITY REFUND</u>	08/18/2020	53.71	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
Total 268345.00:						119.54	.00					
2004	UTILITY REFUND #9	281011.00		<u>O2 CONSTRUCTION LLC, 1408 W CERULEAN ST, UTILITY REFUND</u>	08/20/2020	33.16	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2004	UTILITY REFUND #9	281011.00		<u>O2 CONSTRUCTION LLC, 1408 W CERULEAN ST, UTILITY REFUND</u>	08/20/2020	24.66	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
Total 281011.00:						57.82	.00					
2004	UTILITY REFUND #9	302310.00		<u>STACY CONSTRUCTION INC, 9132 S LA PAMPA WAY, UTILITY REFUND</u>	08/20/2020	32.72	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2004	UTILITY REFUND #9	302310.00		<u>STACY CONSTRUCTION INC, 9132 S LA PAMPA WAY, UTILITY REFUND</u>	08/20/2020	23.91	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
Total 302310.00:						56.63	.00					
2004	UTILITY REFUND #9	303362.00		<u>HUBBLE HOMES, 2630 N RIDGECREEK AVE, UTILITY REFUND</u>	08/20/2020	47.11	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2004	UTILITY REFUND #9	303362.00		<u>HUBBLE HOMES, 2630 N RIDGECREEK AVE, UTILITY REFUND</u>	08/20/2020	12.39	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		

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Total 303362.00:						59.50	.00					
2004	UTILITY REFUND #9	303366.00		<u>HUBBLE HOMES, 2686 N RIDGE CREEK AVE, UTILITY REFUND</u>	08/20/2020	47.11	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2004	UTILITY REFUND #9	303366.00		<u>HUBBLE HOMES, 2686 N RIDGE CREEK AVE, UTILITY REFUND</u>	08/20/2020	12.39	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
Total 303366.00:						59.50	.00					
2004	UTILITY REFUND #9	320061.00		<u>HAYDEN HOMES, 1140 N WARM RIVER AVE, UTILITY REFUND</u>	08/17/2020	40.40	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2004	UTILITY REFUND #9	320061.00		<u>HAYDEN HOMES, 1140 N WARM RIVER AVE, UTILITY REFUND</u>	08/17/2020	22.34	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
Total 320061.00:						62.74	.00					
2004	UTILITY REFUND #9	320065.00		<u>HAYDEN HOMES, 1913 E CAVE FALLS ST, UTILITY REFUND</u>	08/17/2020	38.59	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2004	UTILITY REFUND #9	320065.00		<u>HAYDEN HOMES, 1913 E CAVE FALLS ST, UTILITY REFUND</u>	08/17/2020	20.94	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
Total 320065.00:						59.53	.00					
2004	UTILITY REFUND #9	340019.01		<u>CBH, 7070 S CATFISH CREEK AVE, UTILITY REFUND</u>	08/17/2020	36.80	.00	<u>20-4500 METERED WATER SALES</u>	0	9/20		
2004	UTILITY REFUND #9	340019.01		<u>CBH, 7070 S CATFISH CREEK AVE, UTILITY REFUND</u>	08/17/2020	22.74	.00	<u>21-4600 SEWER USER FEES</u>	0	9/20		
Total 340019.01:						59.54	.00					
Total UTILITY REFUND #9:						867.18	.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
<b>VALLEY REGIONAL TRANSIT</b>												
1669	VALLEY REGIONAL TRANSIT	000000025795		<u>ANNUAL VRT MEMBERSHIP DUES, FY2020</u>	09/08/2020	9,819.00	.00	<u>01-1500 PREPAID EXPENSES</u>	0	9/20		
Total 000000025795:						9,819.00	.00					
Total VALLEY REGIONAL TRANSIT:						9,819.00	.00					
<b>VALLI INFORMATION SYSTEMS, INC</b>												
857	VALLI INFORMATION SYSTEMS, INC	60822		<u>LOCKBOX TRANSACTIONS FOR AUG.'20 - ADMIN</u>	08/31/2020	37.95	.00	<u>01-6505 BANK FEES</u>	0	9/20		
857	VALLI INFORMATION SYSTEMS, INC	60822		<u>LOCKBOX TRANSACTIONS FOR AUG.'20 - WATER</u>	08/31/2020	59.63	.00	<u>20-6505 BANK FEES</u>	0	9/20		
857	VALLI INFORMATION SYSTEMS, INC	60822		<u>LOCKBOX TRANSACTIONS FOR AUG.'20 - SEWER</u>	08/31/2020	59.63	.00	<u>21-6505 BANK FEES</u>	0	9/20		
857	VALLI INFORMATION SYSTEMS, INC	60822		<u>LOCKBOX TRANSACTIONS FOR AUG.'20 - P.I</u>	08/31/2020	23.49	.00	<u>25-6505 BANK FEES</u>	0	9/20		
Total 60822:						180.70	.00					
857	VALLI INFORMATION SYSTEMS, INC	60940		<u>POSTAGE, IMAGING, PRINTING BILLS, FOR AUG.'20 - ADMIN</u>	08/31/2020	979.51	.00	<u>01-6190 POSTAGE &amp; BILLING</u>	0	9/20		
857	VALLI INFORMATION SYSTEMS, INC	60940		<u>POSTAGE, IMAGING, PRINTING BILLS, FOR AUG.'20 - WATER</u>	08/31/2020	1,539.22	.00	<u>20-6190 POSTAGE &amp; BILLING</u>	0	9/20		
857	VALLI INFORMATION SYSTEMS, INC	60940		<u>POSTAGE, IMAGING, PRINTING BILLS, FOR AUG.'20 - SEWER</u>	08/31/2020	1,539.22	.00	<u>21-6190 POSTAGE &amp; BILLING</u>	0	9/20		
857	VALLI INFORMATION SYSTEMS, INC	60940		<u>POSTAGE, IMAGING, PRINTING BILLS, FOR AUG.'20 - P.I</u>	08/31/2020	606.36	.00	<u>25-6190 POSTAGE &amp; BILLING</u>	0	9/20		
Total 60940:						4,664.31	.00					
Total VALLI INFORMATION SYSTEMS, INC:						4,845.01	.00					
<b>VERIZON WIRELESS</b>												

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1575	VERIZON WIRELESS	9861740605		<u>PHONE LINES FOR PUMP HOUSES, 7/29-8/28/20 - WATER</u>	08/28/2020	273.68	.00	20-6255 TELEPHONE EXPENSE	0	9/20		
1575	VERIZON WIRELESS	9861740605		<u>PHONE LINE FOR ONLINE MEETINGS, COVID19 - 7/29-8/28/20 - ADMIN</u>	08/28/2020	28.93	.00	01-6255 TELEPHONE	0	9/20		
1575	VERIZON WIRELESS	9861740605		<u>PHONE LINES FOR PUMP HOUSES, 7/29-8/28/20 - P.I</u>	08/28/2020	89.11	.00	25-6255 TELEPHONE EXPENSE	0	9/20		
1575	VERIZON WIRELESS	9861740605		<u>PHONE LINES FOR LIFT STATIONS, 7/29-8/28/20</u>	08/28/2020	389.40	.00	20-6255 TELEPHONE EXPENSE	0	9/20		
Total 9861740605:						781.12	.00					
1575	VERIZON WIRELESS	9861879648		<u>TABLET/IPAD SERVICE, 8/2-9/1/20 - ADMIN</u>	09/01/2020	24.91	.00	01-6255 TELEPHONE	0	9/20		
1575	VERIZON WIRELESS	9861879648		<u>TABLET/IPAD SERVICE, 8/2-9/1/20 - P &amp; Z</u>	09/01/2020	83.05	.00	01-6255 TELEPHONE	1003	9/20		
1575	VERIZON WIRELESS	9861879648		<u>TABLET/IPAD SERVICE, 8/2-9/1/20 - PARKS</u>	09/01/2020	25.75	.00	01-6255 TELEPHONE	1004	9/20		
1575	VERIZON WIRELESS	9861879648		<u>TABLET/IPAD SERVICE, 8/2-9/1/20 - BUILDING INSPECTION</u>	09/01/2020	34.88	.00	01-6255 TELEPHONE	1005	9/20		
1575	VERIZON WIRELESS	9861879648		<u>TABLET/IPAD SERVICE, 8/2-9/1/20 - WATER</u>	09/01/2020	74.91	.00	20-6255 TELEPHONE EXPENSE	0	9/20		
1575	VERIZON WIRELESS	9861879648		<u>TABLET/IPAD SERVICE, 8/2-9/1/20 - SEWER</u>	09/01/2020	84.88	.00	21-6255 TELEPHONE EXPENSE	0	9/20		
1575	VERIZON WIRELESS	9861879648		<u>TABLET/IPAD SERVICE, 8/2-9/1/20 - P.I</u>	09/01/2020	20.43	.00	25-6255 TELEPHONE EXPENSE	0	9/20		
Total 9861879648:						348.81	.00					

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1575	VERIZON WIRELESS	9861879650		<u>CELL PHONE SERVICE, 8/2-9/1/20 - ADMIN</u>	09/01/2020	7.62	.00	01-6255 <u>TELEPHONE</u>	0	9/20		
1575	VERIZON WIRELESS	9861879650		<u>CELL PHONE SERVICE, 8/2-9/1/20 - P &amp; Z</u>	09/01/2020	8.47	.00	01-6255 <u>TELEPHONE</u>	1003	9/20		
1575	VERIZON WIRELESS	9861879650		<u>CELL PHONE SERVICE, 8/2-9/1/20 - PARKS</u>	09/01/2020	77.92	.00	01-6255 <u>TELEPHONE</u>	1004	9/20		
1575	VERIZON WIRELESS	9861879650		<u>CELL PHONE SERVICE, 8/2-9/1/20 - WATER</u>	09/01/2020	80.12	.00	20-6255 <u>TELEPHONE EXPENSE</u>	0	9/20		
1575	VERIZON WIRELESS	9861879650		<u>CELL PHONE SERVICE, 8/2-9/1/20 - SEWER</u>	09/01/2020	76.73	.00	21-6255 <u>TELEPHONE EXPENSE</u>	0	9/20		
1575	VERIZON WIRELESS	9861879650		<u>CELL PHONE SERVICE, 8/2-9/1/20 - P.I</u>	09/01/2020	20.16	.00	25-6255 <u>TELEPHONE EXPENSE</u>	0	9/20		
1575	VERIZON WIRELESS	9861879650		<u>CELL PHONE SERVICE, 8/2-9/1/20 - ECONOMIC DEVELOPMENT</u>	09/01/2020	16.94	.00	01-6255 <u>TELEPHONE</u>	4000	9/20		
Total 9861879650:						287.96	.00					
1575	VERIZON WIRELESS	9861879651		<u>CELL PHONE SERVICE, 8/2-9/1/20 - ADMIN</u>	09/01/2020	42.42	.00	01-6255 <u>TELEPHONE</u>	0	9/20		
1575	VERIZON WIRELESS	9861879651		<u>CELL PHONE SERVICE, 8/2-9/1/20 - P &amp; Z</u>	09/01/2020	16.61	.00	01-6255 <u>TELEPHONE</u>	1003	9/20		
1575	VERIZON WIRELESS	9861879651		<u>CELL PHONE SERVICE, 8/2-9/1/20 - PARKS</u>	09/01/2020	122.22	.00	01-6255 <u>TELEPHONE</u>	1004	9/20		
1575	VERIZON WIRELESS	9861879651		<u>CELL PHONE SERVICE, 8/2-9/1/20 - BUILDING INSPECTION</u>	09/01/2020	37.04	.00	01-6255 <u>TELEPHONE</u>	1005	9/20		
1575	VERIZON WIRELESS	9861879651		<u>CELL PHONE SERVICE, 8/2-9/1/20 - WATER</u>	09/01/2020	99.30	.00	20-6255 <u>TELEPHONE EXPENSE</u>	0	9/20		
1575	VERIZON WIRELESS	9861879651		<u>CELL PHONE SERVICE, 8/2-9/1/20 - SEWER</u>	09/01/2020	136.33	.00	21-6255 <u>TELEPHONE EXPENSE</u>	0	9/20		

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1575	VERIZON WIRELESS	9861879651		<u>CELL PHONE SERVICE, 8/2-9/1/20 - P.I</u>	09/01/2020	27.57	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	9/20		
Total 9861879651:						481.49	.00					
Total VERIZON WIRELESS:						1,899.38	.00					
<b>WESTERN RECORDS DESTRUCTION, INC.</b>												
1633	WESTERN RECORDS DESTRUCTION, INC.	0500801		<u>RECORDS DESTRUCTION, 8/1-31/20 - ADMIN</u>	09/01/2020	11.78	.00	<u>01-6052 CONTRACT SERVICES</u>	0	9/20		
1633	WESTERN RECORDS DESTRUCTION, INC.	0500801		<u>RECORDS DESTRUCTION, 8/1-31/20 - WATER</u>	09/01/2020	8.06	.00	<u>20-6052 CONTRACT SERVICES</u>	0	9/20		
1633	WESTERN RECORDS DESTRUCTION, INC.	0500801		<u>RECORDS DESTRUCTION, 8/1-31/20 - SEWER</u>	09/01/2020	8.06	.00	<u>21-6052 CONTRACT SERVICES</u>	0	9/20		
1633	WESTERN RECORDS DESTRUCTION, INC.	0500801		<u>RECORDS DESTRUCTION, 8/1-31/20 - P.I</u>	09/01/2020	3.10	.00	<u>25-6052 CONTRACT SERVICES</u>	0	9/20		
Total 0500801:						31.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						31.00	.00					
<b>WESTERN STATES CHEM</b>												
274	WESTERN STATES CHEM	201776		<u>10 BOXES XL NITRILE DISPOSABLE GLOVES, AUG.'20</u>	08/24/2020	162.47	.00	<u>21-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	9/20		
Total 201776:						162.47	.00					
274	WESTERN STATES CHEM	201820		<u>10 BOXES XL NITRILE DISPOSABLE GLOVES, COVID 19, AUG.'20</u>	08/26/2020	162.46	.00	<u>21-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	9/20		

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Total 201820:						162.46	.00					
Total WESTERN STATES CHEM:						324.93	.00					
<b>WESTERN STATES EQUIPMENT CO.</b>												
98	WESTERN STATES EQUIPMENT CO.	IN001393102		<u>GENERATOR SERVICE AT TEN MILE LIFT STATION, AUG.'20</u>	08/18/2020	1,136.02	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/20		
Total IN001393102:						1,136.02	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001393135		<u>GENERATOR SERVICE AT ORCHARD LIFT STATION, AUG.'20</u>	08/18/2020	410.76	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/20		
Total IN001393135:						410.76	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001393148		<u>GENERATOR SERVICE AT DANSKIN LIFT STATION, AUG.'20</u>	08/18/2020	1,545.89	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/20		
Total IN001393148:						1,545.89	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001393169		<u>GENERATOR SERVICE AT BUTLER WELL, C.DEYOUNG, AUG.'20</u>	08/18/2020	1,276.91	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/20		
Total IN001393169:						1,276.91	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001393198		<u>GENERATOR SERVICE AT PATAGONIA LIFT STATION, AUG.'20</u>	08/18/2020	1,381.94	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/20		
Total IN001393198:						1,381.94	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001404789		<u>GENERATOR SERVICE AT CRIMSON POINT LIFT STATION, AUG.'20</u>	08/28/2020	1,524.83	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/20		

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 IN001404789:						1,524.83	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001404793		<u>GENERATOR SERVICE AT DANSKIN WELL, AUG.'20</u>	08/28/2020	1,431.92	.00	20-6150 M & R - SYSTEM	0	9/20		
Total IN001404793:						1,431.92	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001406498		<u>GENERATOR SERVICE AT WELL #6, AUG.'20</u>	08/31/2020	2,653.10	.00	20-6150 M & R - SYSTEM	0	9/20		
Total IN001406498:						2,653.10	.00					
Total WESTERN STATES EQUIPMENT CO.:						11,361.37	.00					
<b>WEX BANK</b>												
1234	WEX BANK	67294213		<u>FUEL, AUG.'20 - PARKS</u>	08/31/2020	375.06	.00	01-6300 FUEL	1004	9/20		
1234	WEX BANK	67294213		<u>FUEL, AUG.'20 - BUILDING INSPECTION</u>	08/31/2020	259.85	.00	01-6300 FUEL	1005	9/20		
1234	WEX BANK	67294213		<u>FUEL, AUG.'20 - WATER</u>	08/31/2020	303.46	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/20		
1234	WEX BANK	67294213		<u>FUEL, AUG.'20 - P.I</u>	08/31/2020	75.87	.00	25-6300 FUEL	0	9/20		
1234	WEX BANK	67294213		<u>NON-FUEL PURCHASE, CARWASH, AUG.'20 - PARKS</u>	08/31/2020	10.00	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	9/20		
Total 67294213:						1,024.24	.00					
Total WEX BANK:						1,024.24	.00					
<b>ZAMZOWS</b>												
66	ZAMZOWS	394090993	10461	<u>FLOWERS FOR SPLASH PAD, M. MEADE, AUG.'20</u>	08/25/2020	27.93	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/20		

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 394090993:						27.93	.00					
66	ZAMZOWS	394091000	10461	<u>FLOWERS FOR SPLASH PAD, M. MEADE, AUG. '20</u>	08/25/2020	13.97	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/20		
Total 394091000:						13.97	.00					
Total ZAMZOWS:						41.90	.00					
Grand Totals:						<u>1,418,794.57</u>	<u>636,123.60</u>					

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
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Report Criteria:  
Detail report.  
Invoices with totals above \$0.00 included.  
Paid and unpaid invoices included.

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**RESOLUTION NO. R52-2020  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT SERVICES FOR THE FISCAL YEAR 2021 FOR THE CITY OF KUNA, IDAHO.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the contract with the Ada County Sheriff's Office to provide law enforcement services in the city of Kuna for the fiscal year commencing October 1, 2020 and ending September 30, 2021 pursuant to the terms of said contract.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 15<sup>th</sup> day of September, 2020.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 15<sup>th</sup> day of September, 2020.

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

ATTEST:

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

AGREEMENT NO. \_\_\_\_\_

**JOINT POWERS AGREEMENT BETWEEN THE ADA COUNTY SHERIFF'S OFFICE  
AND THE CITY OF KUNA RELATING TO LAW ENFORCEMENT SERVICES  
FY 2021**

**THIS JOINT POWERS AGREEMENT** ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, the **Ada County Sheriff's Office** ("ACSO") and the **City of Kuna**, Idaho, a municipal corporation of the State of Idaho ("City").

**WITNESSETH**

**WHEREAS**, the ACSO desires to contract with the City to provide high quality, well trained, law enforcement personnel, services, and functions in the County and within the City, and

**WHEREAS**, the City desires to contract with the ACSO for high quality, well-trained law enforcement personnel, services, and functions within the boundaries of the City, as provided by the ACSO;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. Law Enforcement Services. The ACSO will provide to the City, the law enforcement personnel, services, and functions described in this Section 1, at the rates listed in Exhibit A, attached hereto and incorporated herein by reference.

1.1 City Services. The services provided to the City shall consist of law enforcement and other related services provided by personnel assigned primarily for the benefit of the

geographic areas within the boundaries of the City, except as may be modified by Section 1.4, below. City services include:

- a. Reactive patrol to enforce state law and City-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service;
- b. Proactive patrol to prevent and deter criminal activity;
- c. Traffic patrol to enforce applicable traffic codes;
- d. Detectives to investigate local felony crimes and other incidents including misdemeanor crimes, as directed by the Chief of Police;
- e. Community crime prevention; and
- f. Communications services, including call receiving, and dispatch.

1.2 Discretionary Services. Specialized support services for major crimes, major incidents, and other isolated events outside the capabilities of assigned personnel shall be provided only at the discretion of the ACSO.

1.3 Administrative Services. Administrative services include planning and statistics, subpoena control, training, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, and inspections/internal investigations. ACSO shall provide administrative services in line with law enforcement authority and, in general, will not provide investigative services for the City for civil matters; for example, personnel issues. These services may be performed at the request of the City in extraordinary circumstances at the discretion of the ACSO.

1.4 Method of Service. The level, degree and type of services and the number of positions assigned to those services shall be determined by the City in consultation with the Ada

County Sheriff or his/her designee. It is the intent of the parties that this consultation will occur at the beginning of the City's budget cycle and that both parties will work to complete this process in an expeditious manner.

- a. Such positions shall be assigned to the City and shall be dedicated to work within the City limits, subject to responses to assist another jurisdiction or ACSO unit.
- b. The number of such positions assigned to the City will remain constant. The City recognizes that the deputies assigned to the City may be unavailable at times due to training, vacation, sick leave, or other leave. Notwithstanding a deputy's absence, calls for service in the City will be responded to by appropriate personnel at the discretion of the Police Services Supervisor. The transfer of personnel will be coordinated by the ACSO, in consultation with the City Chief Executive Officer or designee, to minimize the impact of potential vacancies.
- c. Support and administrative services shall be provided to the City at the level, degree and type as provided by the ACSO in unincorporated Ada County.
- d. Additional support services may be purchased by the City and assigned for the sole benefit of the City.

1.5 Compensation.

- a. Total Cost. Total cost is reflected on Exhibit A.
- b. Development of Service Costs. Service costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing

the service, along with any associated clothing allowance, quartermaster, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs.

- c. Billing. In consideration for duties, services, and functions heretofore described in Section 1, the City shall pay to the ACSO the sum of **\$2,558,929.31** for the term of this Agreement. Said sum shall be paid in eleven (11) equal monthly installments of **\$213,244.00**, and one (1) monthly payment of **213,245.31** due no later than the tenth day of each month. Payments shall commence October 10<sup>th</sup>.
- d. Application. The City may request special services for citywide events and agrees to pay for actual overtime, salary, special pay, and benefit costs for these special events. ACSO agrees to work with the City to minimize the costs applicable to such requests.
- e. Discretionary Overtime. When agreed to in advance by the parties, the ACSO shall provide operational overtime when requested by the City for special city events or dignitary protection. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) working. Where the ACSO has sufficient advance notice, the ACSO agrees to work with the City prior to the event to minimize the costs applicable to such requests.

1.6 Special Provisions.

- a. Stabilization of Personnel. The ACSO will coordinate transfers of personnel to minimize the time positions are vacant, as well as the impact

of vacancies to the City. Any reduction in level of service will be reported to the City.

- b. Computers. The ACSO Information Technology Unit will be responsible for the repair and maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program.
- c. City Police Facility. The City may purchase or lease its own facility and provide for the operation and maintenance of said facility. The facility must meet or exceed all applicable City, state and federal codes and requirements. The facility must also adequately meet the space and security needs of permanently assigned ACSO personnel. The City will be responsible for all charges associated with the planning, design, construction, and/or renovation of the facility and property.

#### 1.7 Reporting.

- a. Reporting Districts. Reporting districts coterminous with the City boundaries will be maintained to enable accurate data collection on law enforcement services provided and criminal activity.
- b. Notification of Criminal Activity. The ACSO will notify the City in the event of a significant occurrence within the City.
- c. Monthly Reports. The ACSO will provide monthly reports on traffic incidents and criminal activity to the City, which can be provided electronically. On a quarterly basis, the ACSO will appear before the City Council and provide further information as requested.

1.8 Personnel and Equipment. The ACSO is acting hereunder as an independent contractor so that:

- a. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the ACSO. Allegations of misconduct shall be investigated in accordance with ACSO protocol.
- b. Status of Employees. All persons rendering service hereunder shall be for all purposes employees of the ACSO.
- c. Liabilities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the ACSO hereunder shall be that of the ACSO.
- d. Provision of Personnel. The ACSO shall furnish all personnel and such resources and material deemed by the ACSO as necessary to provide the level of law enforcement service herein described. Ownership of equipment purchased by the ACSO is retained by the ACSO.
- e. Municipal Violations. ACSO commissioned personnel may cite violations of City ordinances.

1.9 City Responsibilities. In support of the ACSO providing the services described herein, the City promises the following.

- a. Municipal Police Authority. The City promises to confer municipal police authority on such ACSO deputies as might be engaged hereunder in enforcing City ordinances within City boundaries, for the purposes of carrying out this Agreement.

- b. Special Supplies. The City promises to supply, at its own cost and expense, any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.

1.10 Duration. This Agreement is effective upon authorization and signature by all parties, except that services and charges shall commence on October 1, 2020, and unless otherwise terminated, shall continue in effect until September 30, 2021. This Agreement may be renewed upon the mutual written consent of the parties.

1.11 Termination Process. Each party may initiate a process to terminate this Agreement as follows:

- a. Notice of Termination. In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving sixty (60) days written notice to other parties.
- b. Transition Plan. Within thirty (30) days of the receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the ACSO to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the ACSO. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.
- c. Termination and/or Interest Charge. In the event the City fails to make a monthly payment within sixty (60) days of billing, the ACSO may charge

an interest rate within two percentage points of the interest rate on the monthly ACSO investment earnings. In addition, in the event the City fails to make a monthly payment within one hundred twenty (120) days of billing, the ACSO may terminate this Agreement.

1.12 Indemnification.

- a. City To Hold County Harmless. The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said City or any officers, agents or employees thereof, and the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the City, its officers, agents or employees.
- b. County to Hold City Harmless. The County hereby covenants to hold and save the City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement.
- c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the ACSO does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect

of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the ACSO, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

- d. Insurance. Each party shall procure and maintain insurance as required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, automobile liability, and property damage. Each party has the right to self-insure all or part of the insurance requirements set forth in this paragraph.

1.13 Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the ACSO or City during the term of this Agreement and three (3) years after termination unless such records are exempt from disclosure under Idaho Code §§ 74-101 *et seq.*

1.14 Amendments. This Agreement may be amended at any time by mutual written agreement of the City and the ACSO.

1.15 Agreement Administration.

- a. Agreement Administrators. The City Mayor or his/her designee and the ACSO Law Enforcement Chief for the City shall serve as agreement administrators to review performance and resolve operational problems.

- b. Referral of Unresolved Problems. The City Mayor shall refer any police service operational problem, which cannot be resolved with the Chief of Law Enforcement Services, to the Ada County Sheriff. The Sheriff and Mayor shall meet as necessary to resolve such issues.

1.16 Entire Agreement/Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

/// INTENTIONALLY LEFT BLANK ///

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**CITY OF KUNA**

By: \_\_\_\_\_  
Joe Stear, Mayor

ATTEST:

\_\_\_\_\_  
Kuna City Clerk

**ADA COUNTY SHERIFF’S OFFICE**

By: \_\_\_\_\_  
Stephen Bartlett, Sheriff

**Board of Ada County Commissioners**

By: \_\_\_\_\_  
Kendra Kenyon, Commissioner

By: \_\_\_\_\_  
Diana Lachiondo, Commissioner

By: \_\_\_\_\_  
Patrick Malloy, Commissioner

ATTEST:

\_\_\_\_\_  
Phil McGrane, Ada County Clerk

**EXHIBIT A**

**BUDGET**

(1 page – attached)

<b>FY21 Kuna Police Contract - 2% COLA</b>		<b>POLICE CITY OF KUNA</b>	
<b>Contract Expense Items</b>		<b>Base</b>	
Personnel		\$	2,460,901.74
Equipment / Uniforms		\$	63,720.99
Operational		\$	47,671.25
Vehicles		\$	152,572.26
Support	614	\$	21,490.00
SRO Charges (KSD)		\$	4,818.00
<b>Total Expenses before credit</b>		\$	<b>2,751,174.24</b>
Less Shared Services Credit		\$	(192,244.94)
<b>New FY21 Contract Amount</b>		\$	<b>2,558,929.31</b>
Prior year contract amount			\$2,501,394.68
<b>Net change to contract for FY21</b>		\$	<b>57,534.63</b>

<b>Summary of changes</b>	<b>Cost</b>
2% COLA Cost	\$ 43,651.19
Insurance increase (health and dental)	\$ 14,091.01
Operational cost increase (rent)	\$ 4,867.00
Support cost increase (more type A crimes entered by NIBRS)	\$ 1,505.00
Fuel cost decrease	\$ (2,249.01)
Shared Services Credit increase	\$ (4,330.56)
<b>Total changes</b>	\$ <b>57,534.63</b>



# 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: 20-15-FP (Final Plat) –  
Gran Prado No. 2

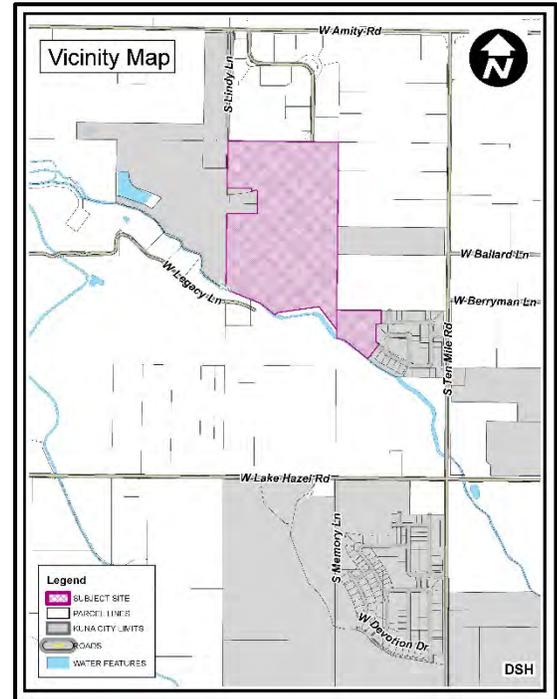
Location: S Ten Mile Road,  
Kuna Idaho 83634

Planner: Doug Hanson, Planner I

Meeting Date: September 15, 2020

Owner: Renascene Farm, LLC  
6152 W Half Moon Lane  
Eagle, ID 83616

Representative: KM Engineering  
9233 W State Street  
Boise, ID 83714  
208.639.6939  
[kgrabo@kmengllp.com](mailto:kgrabo@kmengllp.com)



### A. General Project Facts:

1. KM Engineering is requesting final plat approval for Gran Prado No. 2 which has fifty-four (54) residential building lots and fourteen (14) common lots on a total of approximately 14.32 acres (Ada County Assessor Parcel Nos. R0967660158 & S123447575).

### B. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for Gran Prado No. 2.
2. Staff has determined that the proposed final plat for Gran Prado No. 2 is in conformance with the approved preliminary plat.

### C. Applicable Standards:

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

### D. Conditions of Approval:

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



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

### 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)	20-15-FP
Project name	Gran Prado No. 2
Date Received	7-27-20
Date Accepted/Complete	8.3.20
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	9.15.20

### Contact/Applicant Information

Owners of Record: <u>Renascence Farm, LLC</u>	Phone Number: _____
Address: <u>6152 W. Half Moon Ln.</u>	E-Mail: _____
City, State, Zip: <u>Eagle, Idaho 83616</u>	Fax #: _____
Applicant (Developer): <u>DB Development, LLC</u>	Phone Number: _____
Address: <u>same as owner</u>	E-Mail: _____
City, State, Zip: _____	Fax #: _____
Engineer/Representative: <u>KM Engineering, LLP</u>	Phone Number: <u>208.639.6939</u>
Address: <u>9233 West State Street</u>	E-Mail: <u>kgrabo@kmengllp.com</u>
City, State, Zip: <u>Boise, Idaho 83714</u>	Fax #: <u>208.639.6930</u>

### Subject Property Information

Site Address: <u>S. Ten Mile Rd.</u>
Site Location (Cross Streets): <u>NW corner of Ten Mile &amp; Lake Hazel, between Amity &amp; Ten Mile-west side of Ten Mile</u>
Parcel Number (s): <u>R0967660158 and S123447575</u>
Section, Township, Range: <u>Section 34, T3N, R1W</u>
Property size : <u>platting 14.32 acres +/-</u>
Current land use: <u>agricultural</u> Proposed land use: <u>single-family res</u>
Current zoning district: <u>R4</u> Proposed zoning district: <u>R4</u>

**Project Description**

Project / subdivision name: Gran Prado Subdivision No. 2

General description of proposed project / request: Residential Subdivision- 68 total lots consisting of 54 single family residential lots, and 14 common lots on 14.32 acres +/-.

Type of use proposed (check all that apply):

Residential single-family detached

Commercial \_\_\_\_\_

Office \_\_\_\_\_

Industrial \_\_\_\_\_

Other \_\_\_\_\_

Amenities provided with this development (if applicable): walking paths and open areas

**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: 54 Number of building lots: 54

Number of common and/or other lots: 14

Type of dwellings proposed:

Single-Family detached

Townhouses \_\_\_\_\_

Duplexes \_\_\_\_\_

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

Other \_\_\_\_\_

Minimum Square footage of structure (s): n/a

Gross density (DU/acre-total property): 3.77 Net density (DU/acre-excluding roads): 5.11

Percentage of open space provided: 15.7 Acreage of open space: 2.24 acres

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

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

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

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

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

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

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

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

Proposed Parking:

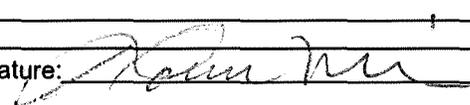
a. Handicapped spaces: \_\_\_\_\_ Dimensions: \_\_\_\_\_

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

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

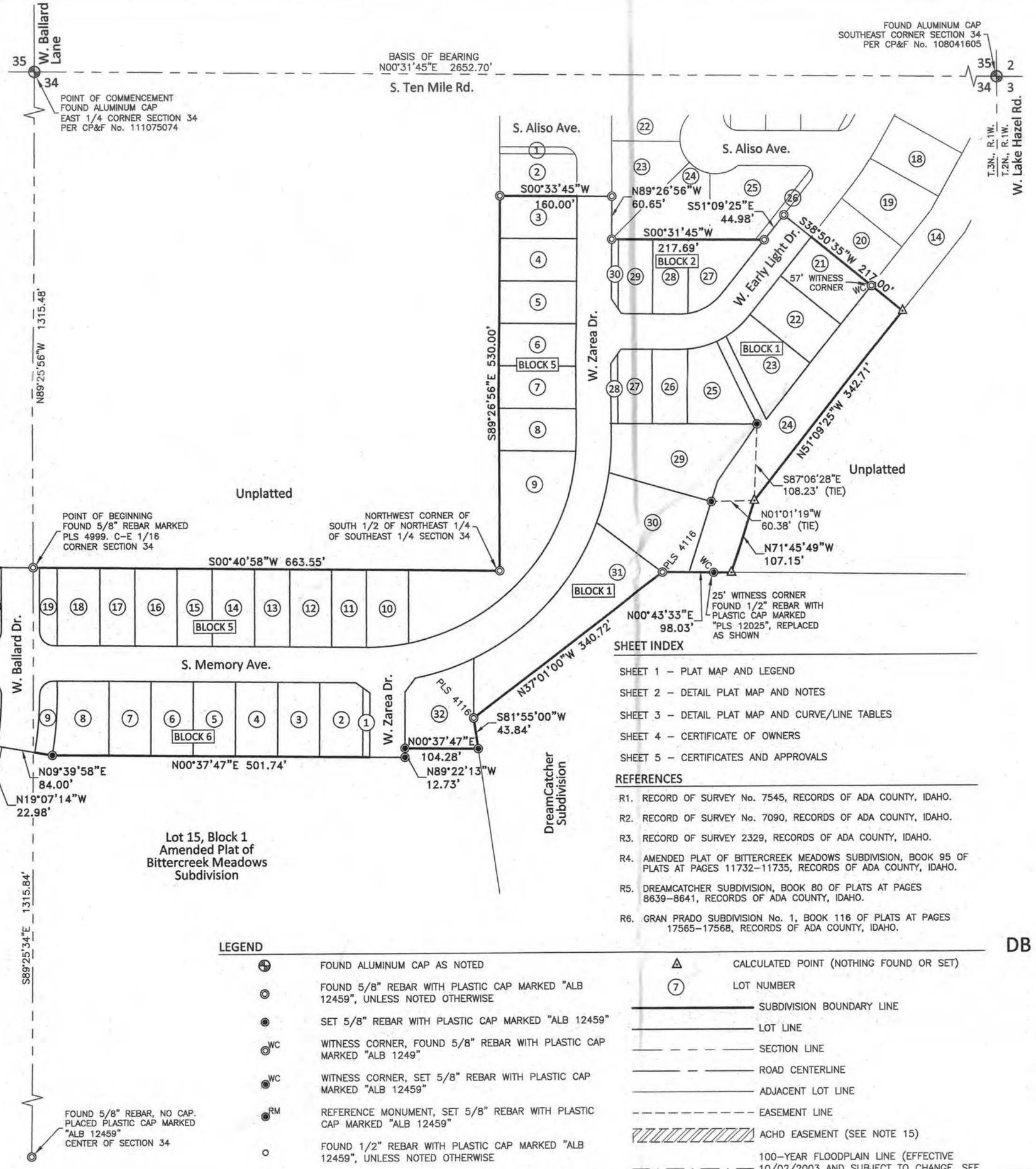
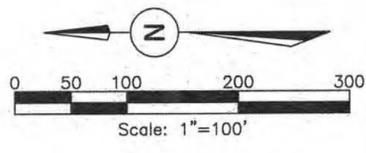
Proposed Lighting: \_\_\_\_\_

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

Applicant's Signature:  Date: 7.27.20

# PLAT OF GRAN PRADO SUBDIVISION No. 2

A PORTION OF LOT 15, BLOCK 1 OF THE AMENDED PLAT OF BITTERCREEK MEADOWS SUBDIVISION AND A PORTION OF THE EAST 1/2 OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO. 2020



**SHEET INDEX**

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

**REFERENCES**

- R1. RECORD OF SURVEY No. 7545, RECORDS OF ADA COUNTY, IDAHO.
- R2. RECORD OF SURVEY No. 7090, RECORDS OF ADA COUNTY, IDAHO.
- R3. RECORD OF SURVEY 2329, RECORDS OF ADA COUNTY, IDAHO.
- R4. AMENDED PLAT OF BITTERCREEK MEADOWS SUBDIVISION, BOOK 95 OF PLATS AT PAGES 11732-11735, RECORDS OF ADA COUNTY, IDAHO.
- R5. DREAMCATCHER SUBDIVISION, BOOK 80 OF PLATS AT PAGES 8639-8641, RECORDS OF ADA COUNTY, IDAHO.
- R6. GRAN PRADO SUBDIVISION No. 1, BOOK 116 OF PLATS AT PAGES 17565-17568, RECORDS OF ADA COUNTY, IDAHO.

**LEGEND**

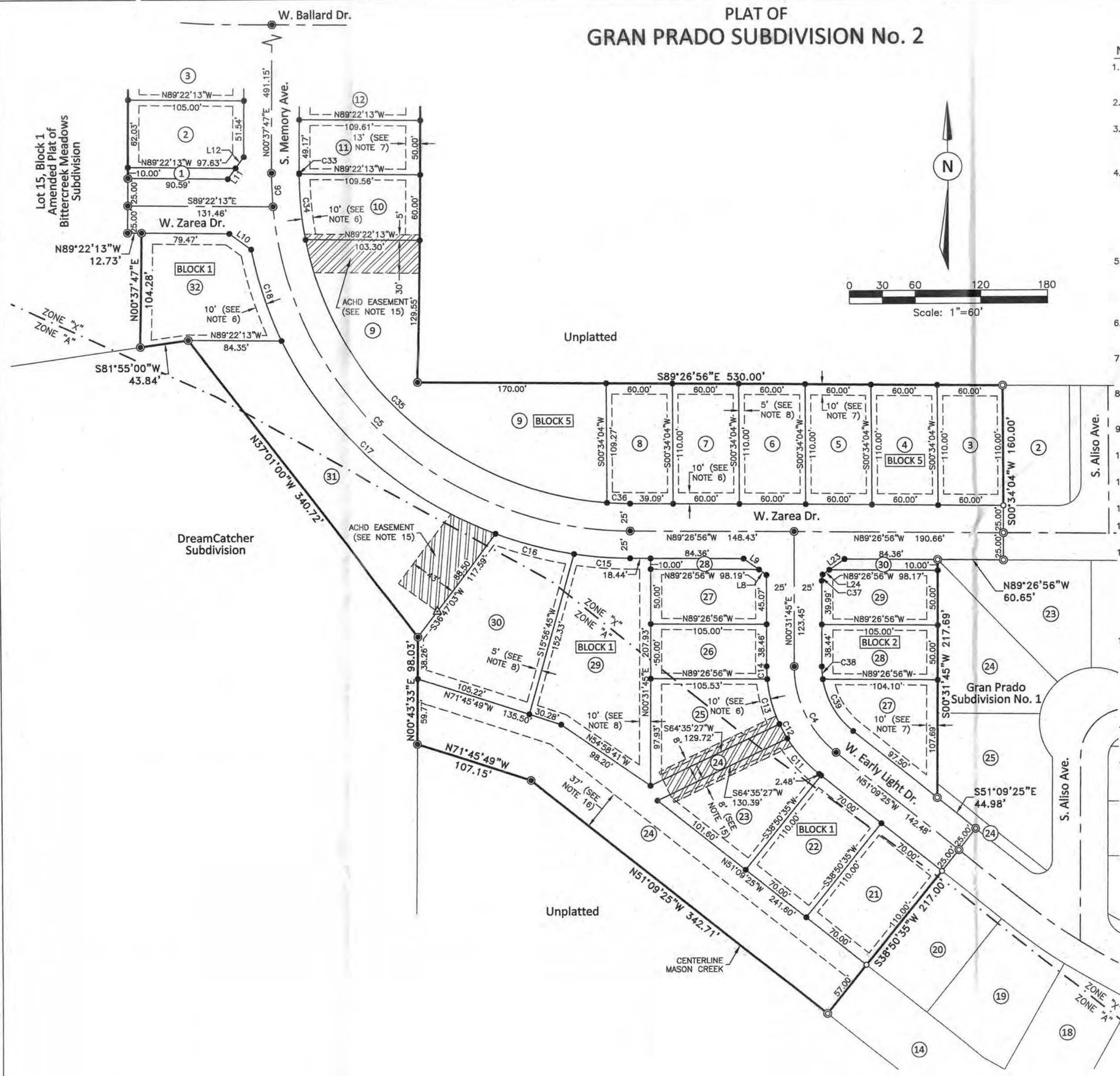
⊕	FOUND ALUMINUM CAP AS NOTED	△	CALCULATED POINT (NOTHING FOUND OR SET)
⊙	FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "ALB 12459", UNLESS NOTED OTHERWISE	⑦	LOT NUMBER
⊙	SET 5/8" REBAR WITH PLASTIC CAP MARKED "ALB 12459"	—	SUBDIVISION BOUNDARY LINE
⊙WC	WITNESS CORNER, FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "ALB 1249"	—	LOT LINE
⊙WC	WITNESS CORNER, SET 5/8" REBAR WITH PLASTIC CAP MARKED "ALB 12459"	- - -	SECTION LINE
⊙RM	REFERENCE MONUMENT, SET 5/8" REBAR WITH PLASTIC CAP MARKED "ALB 12459"	—	ROAD CENTERLINE
○	FOUND 1/2" REBAR WITH PLASTIC CAP MARKED "ALB 12459", UNLESS NOTED OTHERWISE	—	ADJACENT LOT LINE
●	SET 1/2" REBAR WITH PLASTIC CAP MARKED "ALB 12459"	- - -	EASEMENT LINE
		▨	ACHD EASEMENT (SEE NOTE 15)
		- · - · -	100-YEAR FLOODPLAIN LINE (EFFECTIVE 10/02/2003 AND SUBJECT TO CHANGE, SEE NOTE 17)



5.6.2020  
DEVELOPER  
**DB DEVELOPMENT, LLC**  
BOISE, ID



# PLAT OF GRAN PRADO SUBDIVISION No. 2



### NOTES

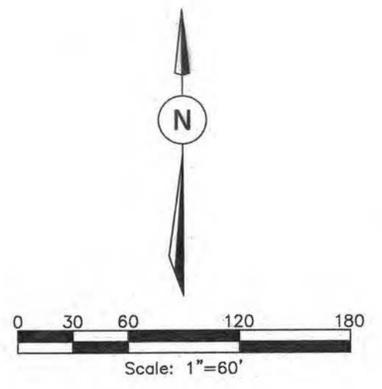
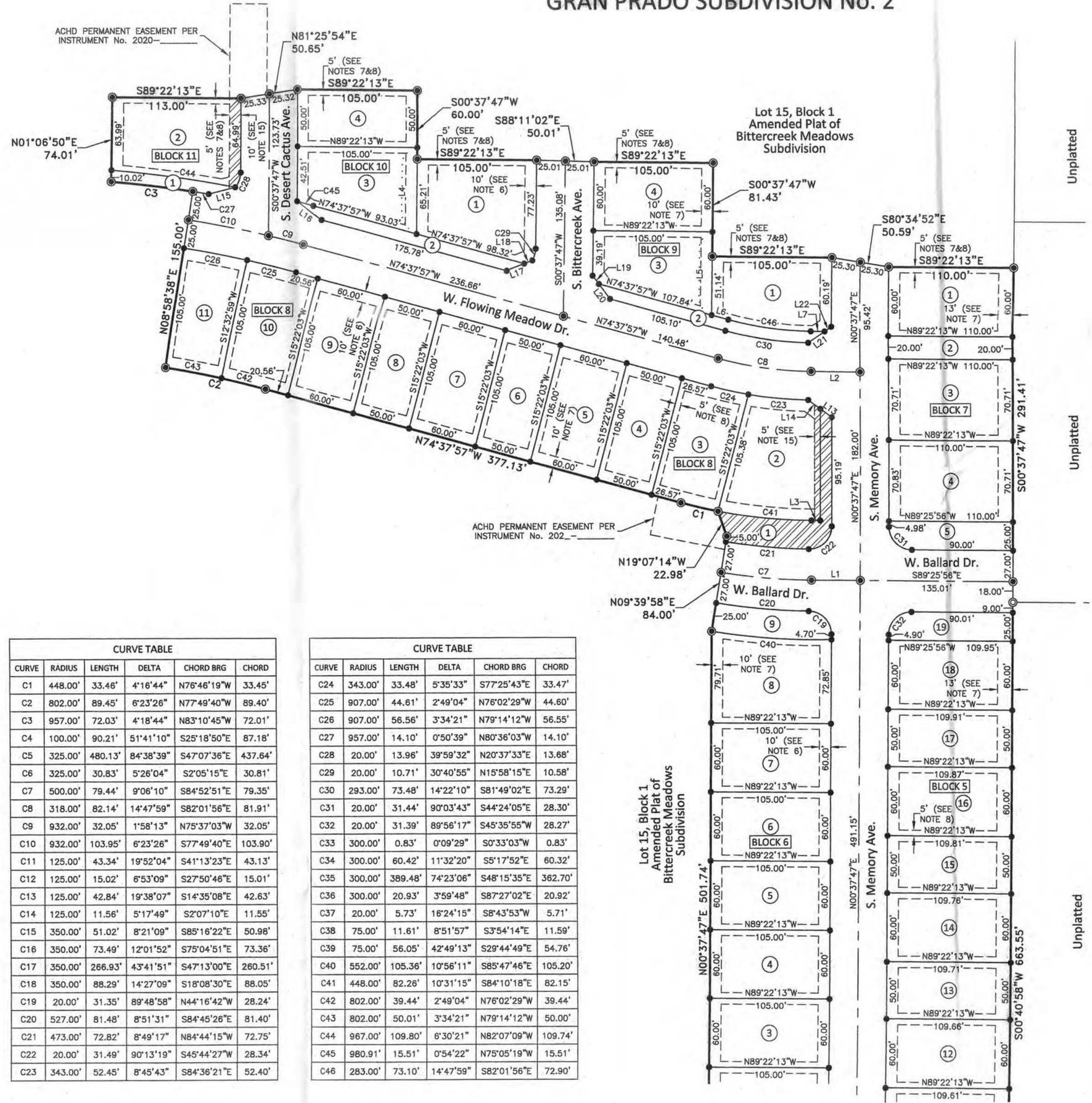
- MINIMUM BUILDING SETBACK LINES SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA IN EFFECT AT THE TIME OF RESUBDIVISION.
- IRRIGATION WATER HAS BEEN PROVIDED FROM THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b). LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- LOTS 24 AND 31, BLOCK 1, LOT 30, BLOCK 2, LOTS 9 AND 19, BLOCK 5, LOTS 1 AND 9, BLOCK 6, LOTS 1 AND 4, BLOCK 7, LOT 1, BLOCK 8, LOT 2, BLOCK 9, LOT 2, BLOCK 10 AND LOT 1, BLOCK 11 ARE COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE GRAN PRADO SUBDIVISION HOMEOWNER'S ASSOCIATION, INC., OR ASSIGNS. THESE COMMON LOTS ARE SUBJECT TO BLANKET EASEMENTS FOR PUBLIC UTILITIES AND CITY OF KUNA PRESSURE IRRIGATION.
- ALL FRONT LOT LINES AND ALL LOT LINES COMMON TO THE PUBLIC RIGHTS-OF-WAY CONTAIN A 10.00 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, CITY OF KUNA STREET LIGHTS, CITY OF KUNA PRESSURE IRRIGATION AND LOT DRAINAGE.
- UNLESS OTHERWISE DIMENSIONED, ALL LOT LINES COMMON TO THE SUBDIVISION BOUNDARY AND ALL REAR LOT LINES CONTAIN A 10.00 FOOT WIDE EASEMENT FOR CITY OF KUNA PRESSURE IRRIGATION AND LOT DRAINAGE.
- UNLESS OTHERWISE DIMENSIONED, ALL INTERIOR LOT LINES CONTAIN A 5.00 FOOT WIDE EASEMENT, EACH SIDE, FOR CITY OF KUNA PRESSURE IRRIGATION AND LOT DRAINAGE.
- LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY AND THE CITY OF KUNA.
- NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RESTRICTION RELEASE.
- REFERENCE IS MADE TO THE PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
- DIRECT LOT OR PARCEL ACCESS TO S. TEN MILE ROAD IS PROHIBITED.
- THIS PLAT IS SUBJECT TO AN ACHD LANDSCAPE LICENSE AGREEMENT PER INSTRUMENT No. 2020-\_\_\_\_\_
- THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS THAT ARE ON FILE AT THE ADA COUNTY RECORDER'S OFFICE AS INSTRUMENT No. 2019-060886, AND MAY BE AMENDED FROM TIME TO TIME. THE HOMEOWNER'S ASSOCIATION (HOA), ITS OWNERSHIP AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO THE FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVE(S) MUNICIPAL IRRIGATION. IF THE ASSESSMENT IS NOT PAID BY HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO LIEN FOR NON-PAYMENT.
- AS SHOWN HEREON, A PORTION OF LOTS 23, 24, 25 AND 31, BLOCK 1, A PORTION OF LOTS 9 AND 10, BLOCK 5, A PORTION OF LOT 2, BLOCK 8, A PORTION OF LOTS 1 AND 2, BLOCK 11 AND ALL OF LOT 1, BLOCK 8 ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT No. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL ("THE MASTER EASEMENT"). THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
- AS SHOWN HEREON, A PORTION OF LOT 24, BLOCK 1 IS SUBJECT TO A 37.00 FOOT WIDE EASEMENT FOR THE OPERATION AND MAINTENANCE OF MASON CREEK IN FAVOR OF BOISE-KUNA IRRIGATION DISTRICT.
- PORTIONS OF THIS SUBDIVISION LIE WITHIN ZONE "A" (100-YEAR FLOODPLAIN) AS IDENTIFIED ON THE FLOOD INSURANCE RATE MAP (FIRM) PANEL NUMBER 16001C0250 J, AND EFFECTIVE 10/02/2003. A BUILDING PERMIT SHALL NOT BE ISSUED FOR ANY LOT LOCATED WITHIN SAID FLOODPLAIN UNTIL A FLOODPLAIN DEVELOPMENT PERMIT IS OBTAINED FOR THE INDIVIDUAL LOT. EACH LOT WITHIN THE FLOODPLAIN SHALL REQUIRE AN INDIVIDUAL FLOODPLAIN DEVELOPMENT PERMIT.



5.6.2020  
DEVELOPER  
**DB DEVELOPMENT, LLC**  
BOISE, ID



# PLAT OF GRAN PRADO SUBDIVISION No. 2



LINE TABLE		
LINE	DISTANCE	BEARING
L1	42.70	S89°25'56"E
L2	42.90	N89°25'56"W
L3	7.76	N89°25'56"W
L4	75.21	S0°37'47"W
L5	72.57	S0°37'47"W
L6	15.26	N74°37'57"W
L7	12.06	N89°25'56"W
L8	8.41	S53°34'48"E
L9	17.07	S53°34'48"E
L10	24.47	S53°42'07"E
L11	12.23	S35°44'59"W
L12	12.82	S35°44'59"W
L13	12.33	S53°34'00"E
L14	13.00	S53°34'00"E
L15	24.20	S76°04'23"W
L16	27.48	S53°34'21"E
L17	16.97	S69°15'14"W
L18	7.65	S69°15'14"W
L19	9.13	S37°00'05"E
L20	16.38	S37°00'05"E
L21	17.41	S55°32'49"W
L22	7.19	S55°32'49"W
L23	17.04	S54°37'30"W
L24	7.43	S54°37'30"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	448.00'	33.46'	4°16'44"	N76°46'19"W	33.45'
C2	802.00'	89.45'	6°23'26"	N77°49'40"W	89.40'
C3	957.00'	72.03'	4°18'44"	N83°10'45"W	72.01'
C4	100.00'	90.21'	51°41'10"	S25°18'50"E	87.18'
C5	325.00'	480.13'	84°38'39"	S47°07'36"E	437.64'
C6	325.00'	30.83'	5°26'04"	S2°05'15"E	30.81'
C7	500.00'	79.44'	9°08'10"	S84°52'51"E	79.35'
C8	318.00'	82.14'	14°47'59"	S82°01'56"E	81.91'
C9	932.00'	32.05'	1°58'13"	N75°37'03"W	32.05'
C10	932.00'	103.95'	6°23'26"	S77°49'40"E	103.90'
C11	125.00'	43.34'	19°52'04"	S41°13'23"E	43.13'
C12	125.00'	15.02'	6°53'09"	S27°50'46"E	15.01'
C13	125.00'	42.84'	19°38'07"	S14°35'08"E	42.63'
C14	125.00'	11.56'	5°17'49"	S2°07'10"E	11.55'
C15	350.00'	51.02'	8°21'09"	S85°16'22"E	50.98'
C16	350.00'	73.49'	12°01'52"	S75°04'51"E	73.36'
C17	350.00'	266.93'	43°41'51"	S47°13'00"E	260.51'
C18	350.00'	88.29'	14°27'09"	S18°08'30"E	88.05'
C19	20.00'	31.35'	89°48'58"	N44°16'42"W	28.24'
C20	527.00'	81.48'	8°51'31"	S84°45'26"E	81.40'
C21	473.00'	72.82'	8°49'17"	N84°44'15"W	72.75'
C22	20.00'	31.49'	90°13'19"	S45°44'27"W	28.34'
C23	343.00'	52.45'	8°45'43"	S84°36'21"E	52.40'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C24	343.00'	33.48'	5°35'33"	S77°25'43"E	33.47'
C25	907.00'	44.61'	2°49'04"	N76°02'29"W	44.60'
C26	907.00'	56.56'	3°34'21"	N79°14'12"W	56.55'
C27	957.00'	14.10'	0°50'39"	N80°36'03"W	14.10'
C28	20.00'	13.96'	39°59'32"	N20°37'33"E	13.68'
C29	20.00'	10.71'	30°40'55"	N15°58'15"E	10.58'
C30	293.00'	73.48'	14°22'10"	S81°49'02"E	73.29'
C31	20.00'	31.44'	90°03'43"	S44°24'05"E	28.30'
C32	20.00'	31.39'	89°56'17"	S45°35'55"W	28.27'
C33	300.00'	0.83'	0°09'29"	S0°33'03"W	0.83'
C34	300.00'	60.42'	11°32'20"	S5°17'52"E	60.32'
C35	300.00'	389.48'	74°23'06"	S48°15'35"E	362.70'
C36	300.00'	20.93'	3°59'48"	S87°27'02"E	20.92'
C37	20.00'	5.73'	16°24'15"	S8°43'53"W	5.71'
C38	75.00'	11.61'	8°51'57"	S3°54'14"E	11.59'
C39	75.00'	56.05'	42°49'13"	S29°44'49"E	54.76'
C40	552.00'	105.36'	10°56'11"	S85°47'46"E	105.20'
C41	448.00'	82.26'	10°31'15"	S84°10'18"E	82.15'
C42	802.00'	39.44'	2°49'04"	N76°02'29"W	39.44'
C43	802.00'	50.01'	3°34'21"	N79°14'12"W	50.00'
C44	967.00'	109.80'	6°30'21"	N82°07'09"W	109.74'
C45	980.91'	15.51'	0°54'22"	N75°05'19"W	15.51'
C46	283.00'	73.10'	14°47'59"	S82°01'56"E	72.90'



5-6-2020  
DEVELOPER  
**DB DEVELOPMENT, LLC**  
BOISE, ID



# PLAT OF GRAN PRADO SUBDIVISION No. 2

### CERTIFICATE OF OWNERS

KNOW ALL MEN/WOMEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED.

A PORTION OF LOT 15, BLOCK 1 OF THE AMENDED PLAT OF BITTERCREEK MEADOWS SUBDIVISION (A SUBDIVISION ON FILE IN BOOK 95 OF PLATS, PAGES 11732-11735, OF ADA COUNTY RECORDS) AND A PORTION OF THE EAST 1/2 OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP MARKING THE EAST 1/4 CORNER OF SAID SECTION 34, WHICH BEARS N00°31'45"E A DISTANCE OF 2,652.70 FEET FROM A FOUND ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 34, THENCE FOLLOWING THE NORTHERLY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, N89°25'56"W A DISTANCE OF 1,315.48 FEET TO A FOUND 5/8-INCH REBAR MARKING THE CENTER-EAST 1/16 CORNER OF SAID SECTION 34 AND BEING THE POINT OF BEGINNING.

THENCE LEAVING SAID NORTHERLY LINE ON FOLLOWING THE WESTERLY LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, S00°40'58"W A DISTANCE OF 663.55 FEET TO A FOUND 5/8-INCH REBAR;  
THENCE LEAVING SAID WESTERLY LINE, S89°26'56"E A DISTANCE OF 530.00 FEET TO A FOUND 5/8-INCH REBAR MARKING THE NORTHWEST CORNER OF GRAN PRADO SUBDIVISION NO. 1 (A SUBDIVISION ON FILE IN BOOK 116 OF PLATS, PAGES 17565-17568, OF ADA COUNTY RECORDS);

THENCE FOLLOWING SAID SUBDIVISION BOUNDARY THE FOLLOWING FIVE (5) COURSES:  
1. S00°33'45"W A DISTANCE OF 160.00 FEET TO A FOUND 5/8-INCH REBAR;  
2. N89°26'56"W A DISTANCE OF 60.65 FEET TO A FOUND 5/8-INCH REBAR;  
3. S00°31'45"W A DISTANCE OF 217.69 FEET TO A FOUND 5/8-INCH REBAR;  
4. S51°09'25"E A DISTANCE OF 44.98 FEET TO A FOUND 5/8-INCH REBAR;  
5. S38°50'35"W A DISTANCE OF 217.00 FEET TO A POINT ON THE CENTERLINE OF MASON CREEK;

THENCE LEAVING SAID SUBDIVISION BOUNDARY AND FOLLOWING SAID CENTERLINE OF MASON CREEK, N51°09'25"W A DISTANCE OF 342.71 FEET TO A POINT;

THENCE FOLLOWING SAID CENTERLINE, N71°45'49"W A DISTANCE OF 107.15 FEET TO A POINT ON THE SUBDIVISION BOUNDARY OF DREAMCATCHER SUBDIVISION (A SUBDIVISION ON FILE IN BOOK 80 OF PLATS, PAGES 8639-8641, OF ADA COUNTY RECORDS);

THENCE FOLLOWING SAID SUBDIVISION BOUNDARY THE FOLLOWING THREE (3) COURSES:  
1. N00°43'33"E A DISTANCE OF 98.03 FEET TO A FOUND 5/8-INCH REBAR;  
2. N37°01'00"W A DISTANCE OF 340.72 FEET TO A FOUND 5/8-INCH REBAR;  
3. S81°55'00"W A DISTANCE OF 43.84 FEET TO A SET 5/8-INCH REBAR;

THENCE LEAVING SAID SUBDIVISION BOUNDARY, N00°37'47"E A DISTANCE OF 104.28 FEET TO A SET 5/8-INCH REBAR;  
THENCE N89°22'13"W A DISTANCE OF 12.73 FEET TO A SET 5/8-INCH REBAR;  
THENCE N00°37'47"E A DISTANCE OF 501.74 FEET TO A SET 5/8-INCH REBAR;  
THENCE N09°39'58"E A DISTANCE OF 84.00 FEET TO A SET 5/8-INCH REBAR;  
THENCE N19°07'14"W A DISTANCE OF 22.98 FEET TO A SET 5/8-INCH REBAR;  
THENCE 33.46 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 448.00 FEET, A DELTA ANGLE OF 04°18'44", A CHORD BEARING OF N76°46'19"W AND A CHORD DISTANCE OF 33.45 FEET TO A SET 5/8-INCH REBAR;  
THENCE N74°37'57"W A DISTANCE OF 377.13 FEET TO A SET 5/8-INCH REBAR;  
THENCE 89.45 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 802.00 FEET, A DELTA ANGLE OF 06°23'26", A CHORD BEARING OF N77°49'40"W AND A CHORD DISTANCE OF 89.40 FEET TO A SET 5/8-INCH REBAR;  
THENCE N08°58'38"E A DISTANCE OF 155.00 FEET TO A SET 5/8-INCH REBAR;  
THENCE 72.03 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 957.00 FEET, A DELTA ANGLE OF 04°18'44", A CHORD BEARING OF N83°10'45"W AND A CHORD DISTANCE OF 72.01 FEET TO A SET 5/8-INCH REBAR;  
THENCE N01°06'50"E A DISTANCE OF 74.01 FEET TO A SET 5/8-INCH REBAR;  
THENCE S89°22'13"E A DISTANCE OF 113.00 FEET TO A SET 5/8-INCH REBAR;  
THENCE N81°25'54"E A DISTANCE OF 50.65 FEET TO A SET 5/8-INCH REBAR;  
THENCE S89°22'13"E A DISTANCE OF 105.00 FEET TO A SET 5/8-INCH REBAR;  
THENCE S00°37'47"W A DISTANCE OF 60.00 FEET TO A SET 5/8-INCH REBAR;  
THENCE S89°22'13"E A DISTANCE OF 105.00 FEET TO A SET 5/8-INCH REBAR;  
THENCE S88°11'02"E A DISTANCE OF 50.01 FEET TO A SET 5/8-INCH REBAR;  
THENCE S89°22'13"E A DISTANCE OF 105.00 FEET TO A SET 5/8-INCH REBAR;  
THENCE S00°37'47"W A DISTANCE OF 81.43 FEET TO A SET 5/8-INCH REBAR;  
THENCE S89°22'13"E A DISTANCE OF 105.00 FEET TO A SET 5/8-INCH REBAR;  
THENCE S80°34'52"E A DISTANCE OF 50.59 FEET TO A SET 5/8-INCH REBAR;  
THENCE S89°22'13"E A DISTANCE OF 110.00 FEET TO A SET 5/8-INCH REBAR ON THE EASTERLY BOUNDARY OF SAID LOT 15, BLOCK 1 OF THE AMENDED PLAT OF BITTERCREEK MEADOWS SUBDIVISION;  
THENCE FOLLOWING SAID EASTERLY BOUNDARY, S00°37'47"W A DISTANCE OF 291.41 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINS 14.323 ACRES, MORE OR LESS.

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

JUSTIN BLACKSTOCK, MANAGER  
DB DEVELOPMENT, LLC

### ACKNOWLEDGMENT

STATE OF IDAHO )  
ADA COUNTY ) SS

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_, 2020, BY JUSTIN BLACKSTOCK, AS A MANAGER OF DB DEVELOPMENT, LLC.

SIGNATURE OF NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

### CERTIFICATE OF SURVEYOR

I, AARON L. BALLARD, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF GRAN PRADO SUBDIVISION No. 2 AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" AND AS SHOWN ON THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

AARON L. BALLARD, P.L.S. 12459



DEVELOPER  
DB DEVELOPMENT, LLC  
BOISE, ID



# PLAT OF GRAN PRADO SUBDIVISION No. 2

### APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRESIDENT  
ADA COUNTY HIGHWAY DISTRICT

### APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, ON THIS THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, HEREBY APPROVE THIS PLAT.

\_\_\_\_\_  
CITY ENGINEER  
STATE OF IDAHO REGISTRATION No.: \_\_\_\_\_

### APPROVAL OF CITY COUNCIL

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

\_\_\_\_\_  
CITY CLERK, KUNA, IDAHO

### CERTIFICATE OF COUNTY SURVEYOR

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

\_\_\_\_\_  
ADA COUNTY SURVEYOR  
\_\_\_\_\_  
DATE

### HEALTH CERTIFICATE

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

\_\_\_\_\_  
HEALTH OFFICER  
\_\_\_\_\_  
DATE

### CERTIFICATE OF ADA COUNTY TREASURER

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

\_\_\_\_\_  
COUNTY TREASURER  
\_\_\_\_\_  
DATE

### CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }  
ADA COUNTY } SS

I HEREBY CERTIFY THAT THIS PLAT OF GRAN PRADO SUBDIVISION No. 2 WAS FILED AT THE REQUEST OF \_\_\_\_\_ AT \_\_\_\_ MINUTES PAST \_\_\_\_ O'CLOCK \_\_M., THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., IN MY OFFICE AND WAS DULY RECORDED AS BOOK \_\_\_\_\_ OF PLATS AT PAGES \_\_\_\_\_ THRU \_\_\_\_\_.

INSTRUMENT NUMBER \_\_\_\_\_.

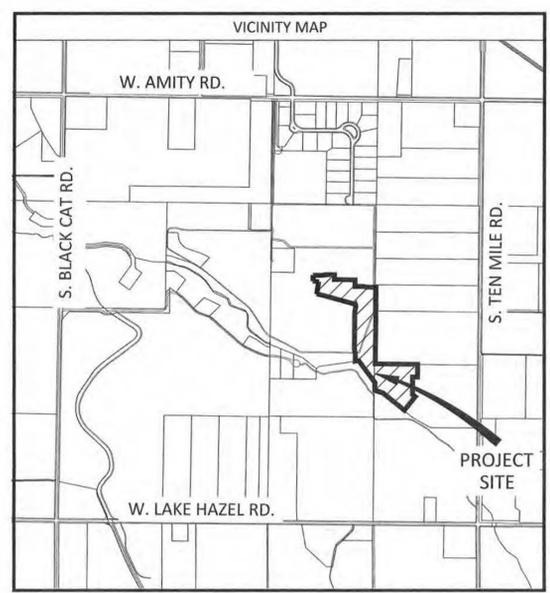
\_\_\_\_\_  
DEPUTY  
\_\_\_\_\_  
EX-OFFICIO RECORDER

FEE:



5.6.2020  
DEVELOPER  
DB DEVELOPMENT, LLC  
BOISE, ID





VICINITY MAP

NTS

# GRAN PRADO SUBDIVISION NO. 2 KUNA, IDAHO CONSTRUCTION PLANS



### INDEX OF DRAWINGS

SHT	SHEET TITLE	DESCRIPTION
C1.0	COVER SHEET	
C1.1	NOTES	
C1.2	NOTES, LEGEND & ABBREVIATIONS	
C1.3	EXISTING CONDITIONS AND DEMOLITION PLAN	
C1.4	GENERAL IMPROVEMENT PLANS	MASTER UTILITY PLAN STREET LIGHT & STRIPING AND SIGNAGE PLAN
C2.0	ROADWAY IMPROVEMENT PLANS	OVERALL ROADWAY PLAN
C2.1	ROADWAY IMPROVEMENT PLANS	S. MEMORY AVE. PLAN AND PROFILE STA. 11+60.00 TO 17+40.00
C2.2	ROADWAY IMPROVEMENT PLANS	S. MEMORY AVE. PLAN AND PROFILE STA. 17+40.00 TO 22+80.00
C2.3	ROADWAY IMPROVEMENT PLANS	W. ZAREA ST. PLAN AND PROFILE STA. 22+80.00 TO 27+82.48
C2.4	ROADWAY IMPROVEMENT PLANS	W. FLOWING MEADOW PLAN AND PROFILE STA. 11+60.82 TO 17+66.94
C2.5	ROADWAY IMPROVEMENT PLANS	S. BITTERCREEK AVE. PLAN AND PROFILE (STA. 10+50.00 TO 11+85.08) S. DESERT CACTUS AVE. PLAN AND PROFILE (STA. 10+45.95 TO 11+73.73)
C2.6	ROADWAY IMPROVEMENT PLANS	S. DEW DROP AVE./W. ROMERO DR. PLAN AND PROFILE STA. 10+50.00 TO 14+06.14
C2.7	ROADWAY IMPROVEMENT PLANS	W. ZAREA DR PLAN AND PROFILE (STA. 10+43.74 TO 11+75.10) W. BALLARD DR. PLAN AND PROFILE (STA. 10+50.00 TO 13+07.17)
C2.8	ROADWAY IMPROVEMENT PLANS	N. TEN MILE RD. IMPROVEMENTS
C2.9	ROADWAY IMPROVEMENT PLANS	DETAILS
C3.0	GRADING IMPROVEMENT PLANS	
C3.1	GRADING IMPROVEMENT PLANS	
C4.0	STORM WATER IMPROVEMENT PLANS	
C4.1	STORM WATER IMPROVEMENT PLANS	DETAILS
C4.2	STORM WATER IMPROVEMENT PLANS	DETAILS
C5.0	SEWER IMPROVEMENT PLANS	OVERALL SEWER PLAN
C5.1	SEWER IMPROVEMENT PLANS	SEWER ALIGNMENT "B" PLAN AND PROFILE STA. 2+08.46 TO 11+50.00
C5.2	SEWER IMPROVEMENT PLANS	SEWER ALIGNMENT "D" PLAN AND PROFILE (STA. 1+51.64 TO 2+94.25) SEWER ALIGNMENT "E" PLAN AND PROFILE (STA. 1+49.83 TO 2+96.58)
C5.3	SEWER IMPROVEMENT PLANS	SEWER ALIGNMENT "F" PLAN AND PROFILE (STA. 1+49.93 TO 2+96.93)
C5.4	SEWER IMPROVEMENT PLANS	SEWER ALIGNMENT "A" PLAN AND PROFILE (STA. 1+50.00 TO 5+43.15) SEWER ALIGNMENT "C" PLAN AND PROFILE STA. 1+58.26 TO 6+82.89
C5.5	SEWER IMPROVEMENT PLANS	SEWER ALIGNMENT "G" PLAN AND PROFILE STA. 1+58.26 TO 6+82.89
C6.0	WATER IMPROVEMENT PLANS	
C6.1	WATER IMPROVEMENT PLANS	
C6.2	WATER IMPROVEMENT PLANS	DETAILS
C7.0	IRRIGATION IMPROVEMENT PLANS	
C7.1	IRRIGATION IMPROVEMENT PLANS	
C7.2	IRRIGATION IMPROVEMENT PLANS	DETAILS
C8.0	IRRIGATION IMPROVEMENT PLANS	GRAVITY IRRIGATION ALIGNMENT "A" PLAN AND STA. 1+46.70 TO 11+50.00 PROFILE
C8.1	IRRIGATION IMPROVEMENT PLANS	GRAVITY IRRIGATION ALIGNMENT "A" PLAN AND STA. 11+50.00 TO 18+50.00 PROFILE
L1.0	LANDSCAPE PLAN	
L2.0	LANDSCAPE PLAN	

### SURVEY CONTROL NOTES

- ALL SURVEY DATA IS BASED ON THE US GOVERNMENT HORIZONTAL (NAD83 ADJUSTED TO THE ADA COUNTY H.A.R.N. SURVEY) AND VERTICAL (NAVD 88) BENCHMARK DATUM.

### CONTACT INFORMATION

<b>ENGINEERING CONSULTANT</b>	<b>OWNER</b>
KM ENGINEERING, LLP 9233 WEST STATE STREET BOISE, IDAHO 83714 PHONE: (208) 639-6939 FAX: (208) 639-6930 CONTACT: KEVIN P. MCCARTHY, P.E. EMAIL: kevin@kmenllp.com	WATERS EDGE FARM LLC 6152 WEST HALF MOON LANE ENGLE, IDAHO 83616 CONTACT: TIM ECK

### LEGAL DESCRIPTION

A PORTION OF THE LOT 15, BLOCK 1 OF THE AMENDED PLAT OF BITTERCREEK MEADOWS SUBDIVISION AND A PORTION OF THE EAST 1/2 OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

### ACHD COMPLIANCE

THE ENGINEER OF RECORD CERTIFIES THAT THE PLANS ARE PREPARED IN SUBSTANTIAL CONFORMANCE WITH THE ACHD POLICY AND STANDARDS IN EFFECT AT THE TIME OF PREPARATION. THE ENGINEER ACKNOWLEDGES THAT ACHD ASSUMES NO LIABILITY FOR ERRORS OR DEFICIENCIES IN THE DESIGN. ALL VARIANCES FROM ACHD POLICY SHALL BE APPROVED IN WRITING. THE FOLLOWING VARIANCES, LISTED BY DATE AND SHORT DESCRIPTION, WERE APPROVED FOR THE PROJECT:

- NONE

Digitally signed by Kevin McCarthy, PE  
Date: 2020.05.06 15:58:33 -06'00'



NO.	REVISIONS PER CITY OF KUNA & ACHD COMMENTS	DATE
1	REVISIONS PER CITY OF KUNA & ACHD	12/2/19
2	REVISIONS PER CITY OF KUNA & ACHD	5/6/20

GRAN PRADO SUBDIVISION NO. 2  
 KUNA, IDAHO  
 COVER SHEET

DRAWING STATUS:  
APPROVED FOR CONSTRUCTION



DESIGN BY:	RSP
DRAWN BY:	RSP
CHECKED BY:	KPM
DATE:	8/26/19
PROJECT:	18-111

SHEET NO.  
C1.0

APPROVED FOR CONSTRUCTION

**PROJECT GENERAL NOTES**

- ALL WORK (INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF PRESSURIZED IRRIGATION, SEWER, WATER, STREETS, CURB GUTTER SIDEWALK, AND STREETS/LIGHTS) SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KUNA STANDARD CONSTRUCTION SPECIFICATIONS, ADA COUNTY HIGHWAY DISTRICT SPECIFICATIONS, IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, IDAHO STATE PLUMBING CODE, IDAHO STATE ELECTRICAL CODE, FEDERAL AND STATE LAWS.
- CONTRACTOR SHALL REQUEST CITY OF KUNA INSPECTION OF PRESSURIZED IRRIGATION, SEWER, WATER LINES AND APPURTENANCES AT LEAST TWENTY-FOUR (24) HOURS BEFORE BACKFILLING.
- CONTRACTOR SHALL NOTIFY OWNER'S ENGINEER AND THE CITY OF KUNA FORTY-EIGHT HOURS BEFORE INITIAL CONSTRUCTION BEGINS.
- CONTRACTOR SHALL NOTIFY THE CITY OF KUNA WHEN SHUTTING DOWN A JOB FOR ANY REASON AND PROVIDE 48 HOURS NOTICE BEFORE RESTARTING WORK.
- CONTRACTOR SHALL STAMP PI, S, OR W IN THE SIDEWALK OR CURB WHERE PRESSURIZED IRRIGATION, SEWER, OR WATER CROSS UNDER THE SIDEWALK OR CURB. WATER (W) STAMP SHALL BE IN LINE WITH THE WATER METER BOX.
- ALL PIPE (PRESSURIZED IRRIGATION, SEWER & WATER) MAINS AND SERVICES, SHALL BE BEDDED WITH TYPE I OR TYPE III BEDDING. IN AREAS OF ROCK EXCAVATION, BEDDING BELOW THE BOTTOM OF PIPE SHALL BE SIX (6) INCHES THICK.
- CONTRACTOR(S) SHALL REMOVE ALL OBSTRUCTIONS, ABOVE AND BELOW GROUND, AS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THIS SHALL INCLUDE CLEARING THE GROUND SURFACE OF ALL TREES, STUMPS, BRUSH, UNDERGROWTH, HEDGES, HEAVY GROWTH OF GRASS OR WEEDS, FENCE STRUCTURES, DEBRIS, RUBBISH AND MATERIALS WHICH, IN THE OPINION OF THE ENGINEER, ARE UNSUITABLE FOR THE FOUNDATION OF PAVEMENTS.
- ALL MATERIAL(S) NOT SUITABLE FOR FUTURE USE ON SITE SHALL BE DISPOSED OF OFF SITE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS.
- SURVEY CONTROL POINTS WHICH ARE CRITICAL TO THE CONSTRUCTION OF THE PROJECT ARE TO BE LOCATED WITHIN THE WORK LIMITS. THE CONTRACTOR SHALL PROTECT SURVEY CONTROL POINTS.
- SURVEY CONTROL MONUMENTS SHALL BE PRESERVED, SET, AND/OR RESTORED IN ACCORDANCE WITH IDAHO CODE 50-1303.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL REPLACEMENT DRAINAGE FACILITIES ARE IN PLACE, FUNCTIONING, AND ACCEPTED BY ACHD OR CITY.
- ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, TRENCH SHORING, SAFETY DEVICES AND TRAFFIC CONTROL WITHIN AND AROUND THE CONSTRUCTION AREA.
- EXISTING A.C. PAVEMENT SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE PARALLEL OR PERPENDICULAR TO THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION BEFORE PAVING.
- ALL MATERIALS MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE. ALL MATERIALS AND EQUIPMENT SHALL BE NEW.
- ALL CONTRACTORS WORKING WITHIN THE PUBLIC ROAD RIGHT-OF-WAY SHALL SECURE A RIGHT-OF-WAY PERMIT FROM ACHD AT LEAST 24 HOURS BEFORE ANY CONSTRUCTION.
- ALL COSTS OF RETESTING FAILED TESTS SHALL BE BORNE BY THE CONTRACTOR.
- ALL COSTS FOR CORRECTING DEFICIENT WORK SHALL BE BORNE BY THE CONTRACTOR. FAILURE TO CORRECT DEFECTIVE WORK WILL BE CAUSE FOR A STOP WORK ORDER.
- THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CURBS, GUTTERS, STORM DRAINS, CHANNEL CROSSINGS AND SEWER ELEVATIONS OR INVERTS BEFORE BEGINNING CONSTRUCTION AND SHALL NOTIFY THE OWNER'S ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PROJECT DRAWINGS.
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND DEPTH OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- EACH CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING REQUIRED NPDES PERMITS, SUBMITTING NOTICE OF INTENT (NOI) TO DISCHARGE STORM WATER, AND PREPARING A POLLUTION PREVENTION PLAN (PPP) IN ACCORDANCE WITH ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS. CONTACT THE EPA AT (208) 378-5746 FOR REQUIRED INFORMATION. STORM WATER PERMIT SHALL BE PRESENTED TO THE ENGINEER AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION.
- ALL UTILITIES, INCLUDING SERVICE LINES, WITHIN STREET TRAVEL WAYS SHALL BE IN PLACE, TESTED AND FULLY FUNCTIONAL, PRIOR TO CURB, GUTTER, SIDEWALK AND STREET CONSTRUCTION.
- PAVEMENT AND CONCRETE REMOVED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED WITHIN SEVEN (7) CALENDAR DAYS FROM THE TIME THE PAVEMENT AND/OR CONCRETE IS REMOVED PER ISFWC AND ACHD STANDARDS.
- PAVING SHALL NOT PROCEED UNTIL THE CONTRACTOR OBTAINS WRITTEN APPROVAL OF ALL INSTALLED WATER, SEWER, AND PRESSURE IRRIGATION FACILITIES FROM THE CITY OF KUNA.
- ALL ROCK BLASTING SHALL OCCUR BEFORE INSTALLING SEWER MAINS, WATER MAINS, PRESSURE IRRIGATION MAINS OR SERVICE LINE CROSSINGS. BLASTING IN THE PROXIMITY OF EXISTING UTILITIES MAY BE PERFORMED AS LONG AS THE HORIZONTAL DISTANCE FROM THE EXISTING UTILITY IS EQUAL TO OR GREATER THAN THE EXCAVATION DEPTH FROM THE EXISTING UTILITY OR FIFTEEN (15) FEET, WHICHEVER IS GREATER. THE BLASTING CONTRACTOR SHALL BE RESPONSIBLE FOR ANY/ALL DAMAGE TO ANY/ALL EXISTING UTILITIES.
- THE DEVELOPER SHALL RETAIN AN IDAHO REGISTERED PROFESSIONAL ENGINEER TO PERFORM INSPECTION SERVICES DURING CONSTRUCTION. THE ENGINEER SHALL PROVIDE A WRITTEN CERTIFICATION LETTER TO THE CITY OF KUNA THAT THE PROJECT WAS COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS. COPIES OF ALL AIR TESTS, DEFLECTION TESTS, PRESSURE TESTS, AND BACTERIOLOGICAL TEST RESULTS SHALL BE FURNISHED WITH THE CERTIFICATION LETTER.
- THE CITY OF KUNA WILL PROVIDE PERIODIC INSPECTION AND OBSERVE TESTING FOR AN EIGHT (8) HOUR DAY, FROM 8:00 A.M. TO 5:00 P.M., FOR A FORTY (40) HOUR WORK WEEK. CONTRACTOR SHALL REIMBURSE THE CITY AT RATES ESTABLISHED BY THE CITY FOR INSPECTIONS EXCEEDING THE NORMAL WORK WEEK, INCLUDING LEGAL HOLIDAYS, OVERTIME INSPECTION RATES, A LIST OF LEGAL HOLIDAYS, AND A REQUEST FOR INSPECTION OUTSIDE STANDARD CITY BUSINESS HOURS FORM CAN BE OBTAINED FROM THE CITY PUBLIC WORKS DEPARTMENT.
- WHEN CONSTRUCTION IS SATISFACTORILY COMPLETED, CLEANED AND TESTED, AND AFTER ALL OTHER UTILITIES ARE INSTALLED, THE DEVELOPER SHALL REQUEST A CITY OF KUNA FINAL ACCEPTANCE INSPECTION. AT A MINIMUM, THE FINAL ACCEPTANCE INSPECTION SHALL INCLUDE:
  - CLEAN ALL SEWER MAINLINES
  - DEFLECTION TEST SEWER MAINLINE
  - VISUALLY INSPECT EACH MANHOLE
  - WITNESS SEWER MAINLINE AIR PRESSURE TEST
  - WITNESS WATER MAINLINE PRESSURE TEST
  - WITNESS PRESSURE IRRIGATION PRESSURE TEST
  - CLEAN AND TELEVIEW ALL SEWER MAIN LINES
  - VISUAL INSPECTION OF THE SEWER MAINS
  - PROVIDE A DVD OF ALL SEWER MAIN VISUAL INSPECTION
  - ALL TESTING SHALL BE PROVIDED AND PAID FOR BY THE DEVELOPER
- CITY HAS THE RIGHT TO INSPECT THE WORK AT ANY TIME DURING CONSTRUCTION. ANY WORK NOT CONFORMING TO THE APPROVED PLANS AND SPECIFICATIONS SHALL BE REJECTED.
- THE DEVELOPER SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FOLLOWING ACCEPTANCE BY THE CITY. THIS GUARANTEE SHALL COVER ALL DAMAGE, MATERIALS, LABOR, AND WORKMANSHIP.
- DEVELOPER SHALL NOTIFY ALL PURCHASERS OF LOTS, AND THEIR CONTRACTORS, THAT CITY UTILITY SYSTEMS HAVE BEEN ACCEPTED BY THE CITY. ANY DAMAGE TO THESE SYSTEMS DURING HOME CONSTRUCTION SHALL BE BILLED DIRECTLY TO THE OWNER OF RECORD WHEN THE DAMAGE IS FOUND.
- THE DEVELOPER SHALL PROVIDE RECORD DRAWINGS: ONE (1) SET OF ELECTRONIC DRAWINGS ON CD IN PDF FORMAT, AND TWO (2) 24" x 36" SETS ON WHITE PAPER BEFORE FINAL PLAT OR WITHIN 30 DAYS OF FINAL ACCEPTANCE.

**WATER NOTES**

- CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER SERVICE TO ALL EXISTING WATER USERS AFFECTED BY CONSTRUCTION.
- CONTRACTOR SHALL PREVENT THE ENTRY OF ANIMALS, DIRT AND OTHER FOREIGN MATTER INTO PIPES AND SHALL NOT LEAVE ANY OPEN PIPE END AT ANY TIME WHEN ABSENT FROM THE WORK SITE.
- ALL WATER MAIN LINE PIPE SHALL BE PVC CONFORMING TO AWWA C-900 DR 18 (235 PSI) OR CLASS 152 CEMENT MORTAR LINED DUCTILE IRON CONFORMING TO AWWA C-152. ALL FITTINGS SHALL BE DUCTILE IRON CONFORMING TO AWWA C-110.
- ALL WATER MAIN LINE PIPE, AND SERVICES SHALL BE BEDDED WITH TYPE I OR TYPE III BEDDING. IN AREAS OF ROCK EXCAVATION, BEDDING SHALL BE SIX (6) INCHES BELOW THE BOTTOM OF PIPE.
- MINIMUM DEPTH FOR ALL WATER MAIN PIPE SHALL BE FOUR (4) FEET FROM FINISHED GRADE TO TOP OF PIPE.
- COMPACT TRENCH BACKFILL TO 95% OF ASTM D 698 (MINIMUM).
- TAPE NO. 12 DIRECT BURIAL TRACER WIRE TO THE CROWN OF WATER MAIN PIPE AND SERVICE LINES. LOOP THE TRACER WIRE FROM THE MAIN LINE TO EACH SERVICE VAULT ALONG THE SERVICE PIPE AND BACK TO THE MAIN LINE. THE TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES AND SHALL BE EXTENDED ALONG THE OUTSIDE OF THE LOWER PORTION AND ALONG THE INSIDE OF THE UPPER PORTION OF THE VALVE BOX. WIRE SHALL BE TAPED TO GATE VALVES SO IT IS ACCESSIBLE FROM ABOVE WITHOUT INTERFERING WITH VALVE OPERATION. CONDUCT AN ELECTRICAL CONTINUITY VERIFICATION TEST BEFORE PAVING.
- ALL MAIN LINE WATER VALVES SHALL BE RESILIENT WEDGE GATE VALVES CONFORMING TO ANSI/AWWA C-509. ACCEPTABLE VALVES ARE MUELLER MODEL A-2360 AND A-2361 OR CLOW MODEL 2639 AND 2640. OTHER WATER VALVES MUST BE APPROVED BY THE CITY ENGINEER.
- FURNISH ALL WATER VALVES WITH A STANDARD CAST IRON 5-1/4 INCH DIAMETER 3-PIECE ADJUSTABLE VALVE BOX. THE CAST IRON COVER SHALL BE DESIGNED TO SLIP INSIDE THE TOP BELL, MARKED WITH THE WORD "WATER" AS AN INTEGRAL PART OF THE COVER. A CONCRETE COLLAR SHALL BE REQUIRED WHEN LOCATED IN PAVEMENT.
- ALL TEES, PLUGS, BENDS, AND OTHER LOCATIONS WHERE UNBALANCED FORCES EXIST, SHALL BE SECURED AND ANCHORED BY SUITABLE THRUST BLOCKING AS SHOWN ON ISFWC SD-403.
- SLEEVE WATER SERVICE LINES IN A FOUR (4) INCH DIAMETER SCHEDULE 80 WATER CLASS PIPE WHEREVER THE SERVICE LINE CROSSES A STREET DRAINAGE SEEPAGE BED.
- OPEN EACH METER SETTER AND VERIFY THAT THE CORPORATION STOP IS OPEN AND THE SERVICE IS OPERABLE BEFORE PAVING.
- OPERATE EACH VALVE AND FIRE HYDRANT TO ENSURE PROPER FUNCTION BEFORE PAVING. A CITY OF KUNA REPRESENTATIVE SHALL OBSERVE THE TESTING.
- LEAK-TEST, FLUSH AND DISINFECT ALL WATER MAIN LINES AFTER INSTALLATION OF ALL UTILITIES, BEFORE CONNECTING TO THE WATER DISTRIBUTION SYSTEM, AND BEFORE PAVING. PRESSURE TEST THE DISTRIBUTION SYSTEM PER ISFWC SECTION 401.
- THE CONTRACTOR MAY PRESSURE TEST ALL WATER LINES AFTER DISINFECTION AND FLUSHING BUT BEFORE INSTALLATION OF OTHER UTILITIES. AFTER ALL UTILITIES ARE INSTALLED AND PRIOR TO PAVING THE CONTRACTOR SHALL PERFORM A FINAL PRESSURE TEST WITH CITY PERSONNEL IN ATTENDANCE. THE CONTRACTOR SHALL FURNISH ALL PERSONNEL AND EQUIPMENT NECESSARY TO CONDUCT THE TEST.
- DISINFECT AND FLUSH WATER MAINLINES ACCORDING TO ISFWC DIVISION 400. THE DISINFECTION AND FINAL FLUSHING SHALL BE TESTED TO DETERMINE IF THE APPROPRIATE MINIMUM CHLORINE RESIDUALS HAVE BEEN MET.
- SAMPLE AND TEST ALL WATER LINES FOR BACTERIAL COLIFORMS. ALL WATER LINES SHALL PASS THE REQUIRED BACTERIOLOGICAL TEST BEFORE BEING PUT INTO SERVICE.
- CONTRACTOR SHALL PROVIDE BACTERIAL TEST REPORTS FROM A CERTIFIED LABORATORY SHOWING THAT THE WATER LINES HAVE PASSED BACTERIA SAFETY REQUIREMENTS. A CITY OF KUNA REPRESENTATIVE SHALL OBSERVE THE SAMPLE EVENT.
- LOCATE VALVES, FLANGED OR M.J., IN THE STREET UNLESS EXPLICITLY APPROVED BY THE CITY ENGINEER. SET ALL GATE VALVES AS CLOSE (FLANGE CONNECTED) AS POSSIBLE TO WATER MAIN LINE FITTINGS.
- CONTRACTOR SHALL FIELD VERIFY ALL VALVE BOX LID ELEVATIONS TO ENSURE THAT LID ELEVATIONS MATCH FINAL STREET GRADE, AND ALL METER LID ELEVATIONS MATCH SIDEWALK ELEVATIONS.
- LOCATE ALL WATER METERS AND FIRE HYDRANTS OUT OF THE ROAD RIGHT-OF-WAY. PROVIDE AT LEAST ONE (1) FOOT SEPARATION BETWEEN BACK OF SIDEWALK (OR CURB IF NO SIDEWALK) AND THE LEADING EDGE OF ANY FIRE HYDRANT.
- THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING SERVICE CONNECTIONS WITH AN 8 FOOT 2"x4" BOARD OR METAL T POST PAINTED BLUE.
- PAVING CONTRACTOR SHALL SET WATER VALVE RISERS IN CONCRETE COLLARS PER ISFWC STANDARD DRAWING SD-406.
- ALL FIRE HYDRANTS SHALL BE DRY BARREL CONFORMING TO AWWA C-502. INSTALLED PER ISFWC SECTION 403 AND ISFWC DWG SD-404. FIRE HYDRANTS SHALL HAVE A FIVE (5) FOOT SETTING MINIMUM, 150 PSI WORKING PRESSURE, ONE 4-1/2 INCH DIAMETER NATIONAL STANDARD PUMPER NOZZLE EQUIPPED WITH STORZ FITTING, AND TWO 2-1/2 INCH DIAMETER NATIONAL STANDARD THREAD FIRE HOSE NOZZLES. THE VALVE OPERATOR SHALL OPEN COUNTER CLOCKWISE. THE HYDRANT SHALL BE EQUIPPED WITH A DRAIN THAT OPENS WHEN THE HYDRANT IS CLOSED; AND A SIX (6) INCH FLANGED BY MECHANICAL JOINT RESILIENT WEDGE GATE VALVE ATTACHED DIRECTLY TO THE WATER MAIN LINE TEE. ALPHA RESTRAINT ALLOWED.
- FIRE HYDRANTS SHALL BE CLOW MEDALLION, WATEROUS PACER 100, OR MUELLER A423. NO OTHERS WILL BE ACCEPTED. MAXIMUM HYDRANT SPACING SHALL BE 500 FEET. HYDRANT LOCATIONS SHALL BE APPROVED IN WRITING BY THE KUNA RURAL FIRE DEPARTMENT AND SUBMITTED WITH THE CONSTRUCTION PLANS FOR FINAL REVIEW AND APPROVAL BY THE CITY ENGINEER.
- INSTALL INDIVIDUAL ONE (1)-INCH WATER SERVICES FOR EACH CONNECTION FROM A SINGLE OR DUAL METER VAULT. EXTEND THE ONE (1)-INCH WATER SERVICE FOR EACH CONNECTION AT LEAST 10- FEET ON THE HOUSE SIDE OF THE METER, OR AS REQUIRED TO EXTEND PAST OTHER UTILITIES LOCATED WITHIN THE 10-FOOT UTILITY EASEMENT. DETAILS SHALL BE AS NOTED IN ISFWC DWG SD-401.
- THE CITY OF KUNA SHALL FURNISH AND INSTALL WATER METERS.
- CONTRACTOR SHALL PROVIDE EACH WATER SERVICE LEG WITH 18-INCH TALL 3/4-INCH COPPER METER SETTER, CURB STOP, LOCKABLE SHUTOFF VALVE AND CHECK VALVE, 20-INCH DIAMETER BY 36-INCH TALL INSULATED METER BOX AS MANUFACTURED BY "MID-STATES PLASTICS, INC." WITH 20" X 1" FOAM INSULATION PADS AND A CAST IRON FRAME AND COVER TAPPED WITH A 1-INCH DIAMETER RECESSED HOLE FOR THE CITY AUTOREAD METER SENSOR AS APPROVED BY THE CITY.
- METER BOXES SHALL BE LOCATED ON THE NORTH OR EAST SIDE OF THE PROPERTY, OR IN CASE OF DUAL WATER SERVICE, ON THE NORTH OR EAST SIDE OF THE COMMON PROPERTY LOT LINE.
- THE CENTERLINE OF THE METER SETTER SHALL BE LOCATED 18-INCHES BELOW FINISH GRADE. METERS SHALL BE PLACED 18-INCHES INSIDE THE PROPERTY LINE AND 18-INCHES AWAY FROM THE SIDE LOT LINE.
- MULTIPLE TAPS IN THE SAME PIPE JOINT SHALL BE STAGGERED AND SHALL BE SEPARATED BY A MINIMUM OF ONE AND A HALF (1 1/2) FEET OR AS LISTED IN THE PIPE MANUFACTURERS RECOMMENDATIONS, WHICHEVER IS GREATER.

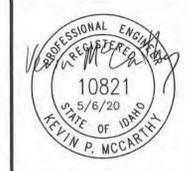
**SEWER NOTES**

- THE HORIZONTAL SEPARATION OF POTABLE WATER AND SEWER MAINS SHALL BE A MINIMUM OF TEN (10) FEET FROM PIPE EDGE TO PIPE EDGE AS SHOWN IN ISFWC SD 407.
- GROUNDWATER LEVELS SHALL BE MAINTAINED BELOW THE BOTTOM OF THE TRENCH DURING PIPE LAYING AND JOINING OPERATIONS.
- TRENCH BACKFILL ABOVE THE PIPE ZONE SHALL BE INSPECTED BY ACHD OR BY THE OWNER'S ENGINEER IN ACCORDANCE WITH THE LATEST EDITION OF THE "CONSTRUCTION QUALITY ASSURANCE MANUAL". COMPACTION TESTS ARE REQUIRED IN THE BACKFILL ABOVE THE PIPE ZONE, WITHIN PUBLIC RIGHT-OF-WAY, ACCORDING TO ACHD REQUIREMENTS. SUBMIT DENSITY TEST RESULTS TO THE CITY OF KUNA AND ACHD BEFORE FINAL ACCEPTANCE.
- CONTRACTOR SHALL LEAVE THE EXCAVATION FOR THE UPSTREAM END OF ALL SERVICE LINES OPEN TO ALLOW ON SITE VERIFICATION OF THE INVERT ELEVATIONS AND SLOPES BY THE CITY'S INSPECTOR. CONTRACTOR SHALL NOT BACKFILL THE ENDS OF SERVICE LINES UNTIL APPROVED BY THE CITY OF KUNA INSPECTOR OR OTHER ARRANGEMENTS HAVE BEEN MADE FOR THE VERIFICATION OF SERVICE LINE INVERT ELEVATIONS AND SLOPES.
- CONTRACTOR SHALL INSTALL A REMOVABLE PLUG IN THE DOWN STREAM SIDE OF THE EXISTING MANHOLE WHERE THE NEW CONNECTION WILL BE MADE. THE PLUG SHALL REMAIN IN PLACE UNTIL FINAL ACCEPTANCE OF THE SEWER PROJECT.
- ALL SEWER PIPE AND FITTINGS 4 INCH THROUGH 15 INCH DIAMETER SHALL BE POLYVINYL CHLORIDE (PVC) CONFORMING TO ASTM D-3034, SDR-35. SEWER PIPE AND FITTINGS SIZES 18 INCH THROUGH 36 INCH DIAMETER SHALL BE PVC CONFORMING TO ASTM F 679. PRESSURE SEWER PIPE SHALL CONFORM TO AWWA C900 PVC, DR 18 (235 PSI).
- SEWER SERVICE LINES SHALL BE INSTALLED BEFORE STREET IMPROVEMENTS & SEWER SERVICE MARKERS SHALL BE IN PLACE BEFORE FINAL INSPECTION. CONTRACTOR SHALL NOTIFY THE CITY WHEN SEWER SERVICE STUBS ARE INSTALLED, MARKED & READY FOR INSPECTION.
- CONSTRUCT ALL MANHOLES WATER TIGHT. THE TOP OF MANHOLE CONE SHALL BE WITHIN TWELVE (12) INCHES OF FINISHED GRADE. CONTRACTOR SHALL SUPPLY ALL LID ASSEMBLIES AND GRADE RINGS.
- SEWER CONSTRUCTION SHALL MEET THE SPECIFIC DETAILS AND REQUIREMENTS OF THE FOLLOWING STANDARD DRAWINGS AND ACCOMPANYING SPECIFICATIONS FOUND IN "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" AND ACHD STANDARD DRAWINGS:
  - STANDARD MANHOLE - TYPE A, DRAWING NO. SD-501 AND SD-501A.
  - STANDARD SLUICED MANHOLE - DRAWING NO. SD-505.
  - MANHOLE COLLAR DETAIL - DRAWING NO. SD-508.
  - MANHOLE COVER AND FRAME - DRAWING NO. SD-507.
  - STANDARD SEWER SERVICE LINE - DRAWING NO. SD-511 & SD-511A.
  - SEWER SERVICE MARKER - DRAWING NO. SD-512.
- MANHOLE: APPLY NON-SHRINK GROUT BETWEEN THE METAL FRAME AND GRADE RINGS. GRADE RINGS SHALL NOT BE STACKED WITHOUT NON-SHRINK GROUT OR MORTAR.
- CONTRACTOR SHALL FIELD VERIFY THE TOP ELEVATION OF MANHOLE CONES TO ASSURE THAT ALL RING ELEVATIONS MATCH FINAL STREET GRADES.
- PAVING CONTRACTOR SHALL SET THE GRADE RINGS AND POUR THE CONCRETE COLLARS PER ISFWC DRAWING NO. SD-508. THE PAVING CONTRACTOR SHALL CONTACT ACHD 24 HOURS PRIOR TO POURING CONCRETE COLLARS.
- SET EACH GRADE RING IN A BED OF NON-SHRINK GROUT OR MORTAR. TROWEL SMOOTH WITH THE INSIDE OF THE MANHOLE.
- PRIOR TO CONNECTING TO THE EXISTING SEWER SYSTEM, WHERE THE CONNECTION IS MADE BETWEEN MANHOLES AND EXISTING SERVICES, ALL SEWER MAINS AND SERVICES MUST BE AIR TESTED.
- COMPLETE INTEGRITY TESTING, AFTER ALL UTILITIES ARE INSTALLED AND BEFORE PAVING.
- CONTRACTOR SHALL CONTACT OWNERS' ENGINEER AND THE CITY OF KUNA AT LEAST 24 HOURS BEFORE TESTING. SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH DIVISION 500 OF THE ISFWC SPECIFICATIONS. A CITY REPRESENTATIVE MUST OBSERVE THE TESTING. TESTING SHALL INCLUDE AIR PRESSURE TESTING, DEFLECTION TESTING, INVERT ELEVATION SURVEY AND VISUAL INSPECTION USING A CLOSED-CIRCUIT TELEVISION (CCTV) CAMERA. ALL SEWER LINES SHALL BE CLEANED AND CHECKED FOR DEFLECTION BEFORE BEGINNING THE CCTV CAMERA INSPECTION. PROVIDE A COPY (DVD) OF THE VISUAL INSPECTION TO THE CITY OF KUNA FOR QUALITY VERIFICATION. NO SEWER MAINLINE SHALL BE CONSIDERED APPROVED AND ACCEPTED UNTIL THE VISUAL REVIEW IS COMPLETE.
- SEWER CONSTRUCTION INSPECTIONS WILL BE PERFORMED BY THE OWNER'S ENGINEER OR DESIGNATED REPRESENTATIVE. SUCH APPROVAL SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER, IN CONFORMANCE WITH THE APPROVED MASTER PLAN, CONTRACT DRAWINGS, AND ASSOCIATED SPECIFICATIONS.
- CITY OF KUNA SHALL PROVIDE FINAL APPROVAL AND ACCEPTANCE OF ALL SEWER CONSTRUCTION.

**IRRIGATION NOTES**

- THE DEVELOPER SHALL NOTIFY ALL LOT PURCHASERS THAT THERE MUST BE NO INTERCONNECTION BETWEEN THE PRESSURE IRRIGATION SYSTEM AND HOUSE PLUMBING. OUTSIDE HOUSE FAUCETS MUST ONLY BE CONNECTED TO THE MUNICIPAL POTABLE WATER SYSTEM THROUGH THE HOUSE SERVICE CONNECTION.
- INSTALL PRESSURIZED IRRIGATION SYSTEMS CONSISTING OF IRRIGATION MAINS AND INDIVIDUAL SERVICE CONNECTIONS TO EACH LOT.
- CONNECTION TO THE CITY OF KUNA MUNICIPAL WATER (POTABLE) SYSTEM FOR IRRIGATION PURPOSES IS NOT ALLOWED.
- LOT SERVICE REQUIREMENTS:
 

LOT SIZE S.F.	IRRIGATION RISERS
0-14,000	ONE 1"
14,000 - 26,000	TWO 1" OR ONE 1.5"
26,000+	DETERMINED BY CITY ENGINEER
- ALL IRRIGATION MAINLINES SHALL BE INSTALLED SUCH THAT AIR AUTOMATICALLY VENTS DURING FILLING AND DRAINING. AUTOMATIC AIR/VACUUM RELIEF VALVES SHALL BE INSTALLED AT ALL HIGH POINTS IN THE SYSTEM AND IN LOCATIONS DETERMINED BY THE CITY ENGINEER. IN LIEU OF AUTOMATIC VENTS, THE CONTRACTOR MAY INSTALL SERVICES WITH THE TAP ON TOP OF THE MAIN AT THE HIGH POINT WITH THE SERVICE LINE LAID LEVEL OR RISING TO THE SERVICE BOX.
- ALL IRRIGATION MAINS SHALL FREELY DRAIN. "FREELY DRAIN" MEANS TO DRAIN BY GRAVITY INTO A DRAINAGE SWALE, DRAINAGE POND, DRAINAGE DITCH OR ADEQUATELY SIZED DRY WELL. THE DRAIN SYSTEM SHALL INCLUDE MANUALLY OPERATED VALVES AS DETAILED IN CITY OF KUNA STANDARD DETAILS. LOCATE DRAINS IN COMMON AREAS, ALONG PATHWAYS OR STREET FRONTAGES UNLESS SPECIFICALLY APPROVED OTHERWISE BY THE CITY ENGINEER.
- PIPE DEPTH: ALL IRRIGATION MAIN LINES NOT WITHIN ROAD RIGHT OF WAY (ROW) SHALL HAVE AT LEAST THREE (3) FEET OF COVER FROM FINISH GRADE TO CROWN OF PIPE IF THE PIPE IS FREE DRAINING. A MINIMUM OF FOUR (4) FEET OF COVER SHALL BE REQUIRED FROM FINISH GRADE TO CROWN OF PIPE UNDER ROADWAYS AND WHERE PIPE IS NOT FREE-DRAINING.
- PRESSURE IRRIGATION MAIN LINE PIPING 4 INCH DIAMETER AND LARGER SHALL BE CONSTRUCTED OF POLYVINYL CHLORIDE (PVC), DR21 (200 PSI), CONFORMING TO ASTM D2241.
- PRESSURE IRRIGATION MAIN LINE PIPING IN THE R.O.W. AND PARALLEL TO CENTER LINE SHALL BE PVC, C900 DR 18.
- 4 INCH DIAMETER AND LARGER PIPE SHALL HAVE RUBBER GASKETED JOINTS.
- PRESSURE IRRIGATION PIPE SHALL BE CLEARLY MARKED WITH TYPE, CLASS OR THICKNESS. LETTERING SHALL BE LEGIBLE AND PERMANENT.
- ALL IRRIGATION PIPE SHALL BE INSTALLED WITH FINDER TAPE. TAPE SHALL BE TWO (2) INCHES WIDE, PURPLE IN COLOR, WITH THE WORDS "DANGER-UNSAFE WATER" OR "NON-POTABLE WATER" CLEARLY MARKED ALONG THE LENGTH OF THE TAPE. TAPE SHALL BE PLACED BETWEEN SIX (6) INCHES BELOW GROUND SURFACE AND SIXTEEN (16) INCHES ABOVE THE TOP OF PIPE.
- TAPE A #12 DIRECT BURIAL TRACER WIRE ALONG THE CROWN OF THE PRESSURE IRRIGATION MAINLINE. LOOP THE TRACER WIRE FROM THE MAINLINE TO EACH SERVICE BOX AND BACK TO THE MAINLINE. THE TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES AND EXTENDED ALONG THE OUTSIDE OF THE LOWER PORTION AND ALONG THE INSIDE OF THE UPPER PORTION OF THE VALVE BOX. CONDUCT AN ELECTRICAL CONTINUITY TEST BEFORE PAVING TO VERIFY TRACER WIRE INTEGRITY.
- EQUIP EACH PRESSURE IRRIGATION SERVICE WITH A METAL OR PLASTIC TAG ("YUCKY FACE") "NON-POTABLE WATER-DO NOT DRINK".
- VALVES 4 INCH DIAMETER AND LARGER SHALL BE RESILIENT WEDGE GATE VALVES CONFORMING TO THE REQUIREMENTS OF ANSI/AWWA C509, WITH MECHANICAL OR FLANGED JOINTS AND 2 INCH SQUARE OPERATING NUT. ACCEPTABLE VALVES ARE MUELLER MODEL A-2360 AND A-2361 OR CLOW MODEL 2639 AND 2640. ANY OTHERS MUST BE SPECIFICALLY APPROVED BY THE CITY ENGINEER. VALVE BOXES FOR VALVES 4 INCH DIAMETER AND LARGER SHALL BE STANDARD CAST IRON 5 1/4 INCH DIAMETER ADJUSTABLE VALVE BOX.
- VALVES FOR STREET CROSSINGS SHALL BE PLACED WITHIN 2 FEET OF THE BACK EDGE OF SIDEWALK.
- FITTINGS SHALL BE CAST IRON, DUCTILE IRON, PVC, BRASS OR STAINLESS STEEL, AND SHALL HAVE A MINIMUM PRESSURE RATING EQUAL TO OR GREATER THAN 200 PSI. ALL FITTINGS FOUR (4) INCHES AND LARGER SHALL BE DUCTILE IRON WITH FLANGED OR MECHANICAL JOINTS. THRUST BLOCKS OR OTHER CITY ENGINEER APPROVED RESTRAINTS SHALL BE PROVIDED AT CHANGES OF DIRECTION.
- IRRIGATION SYSTEMS SHALL BE PRESSURE TESTED IN ACCORDANCE WITH ISFWC SPECIFICATIONS FOLLOWING INSTALLATION OF ALL OTHER UTILITIES AND BEFORE TESTING SHALL BE OBSERVED BY A CITY REPRESENTATIVE.



NO.	DATE	REVISIONS
1	1/27/19	REVISIONS PER CITY OF KUNA & ACHD COMMENTS
2	5/6/20	REVISIONS PER CITY OF KUNA & ACHD

**REVISIONS**

**NOTES**

**GRAN PRADO SUBDIVISION NO. 2  
KUNA, IDAHO**

**DRAWING STATUS:**  
APPROVED FOR CONSTRUCTION

**km ENGINEERING**  
ENGINEERS, SURVEYORS, PLANNERS  
9233 WEST STATE STREET  
BOISE, IDAHO 83714  
PHONE (208) 639-6939  
FAX (208) 639-6930

DESIGN BY: RSP  
DRAWN BY: RSP  
CHECKED BY: KPM  
DATE: 8/26/19  
PROJECT: 18-111  
SHEET NO. **C1.1**

**APPROVED FOR CONSTRUCTION**

**ACHD NOTES**

- ALL CONSTRUCTION WITHIN THE ADA COUNTY HIGHWAY DISTRICT'S (ACHD) RIGHT-OF-WAY SHALL CONFORM TO THE LATEST EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPC) AND THE ACHD SUPPLEMENTAL SPECIFICATIONS. NO EXCEPTIONS TO DISTRICT POLICY, STANDARDS, AND THE ISPC WILL BE ALLOWED UNLESS SPECIFICALLY APPROVED IN WRITING BY THE DISTRICT.
- ALL WATER VALVES, BLOW-OFFS, AND MANHOLES SHALL BE GRADED AND PLACED SO AS NOT TO CONFLICT WITH ANY CONCRETE CURB, GUTTERS, SIDEWALK OR OTHER STREET IMPROVEMENTS.
- CONSTRUCT ALL PAVEMENT MATCHES (INCLUDING DRIVEWAY APPROACHES AND UTILITY CUT STREET REPAIRS) WITHIN THE DISTRICT'S RIGHT-OF-WAY TO MATCH THE EXISTING STREET PAVEMENT SECTION OR TO USE THE PAVEMENT SECTION SHOWN ON THE ROADWAY PLANS. USE WHICHEVER IS PAVEMENT SECTION IS GREATER.
- TRUNCATED DOMES SHALL BE CONSTRUCTED ON ALL PEDESTRIAN RAMPS WITHIN ACHD RIGHT-OF-WAY. DOMES SHALL BE CONSTRUCTED PER ISPC SD-712. DOMES SHALL BE CAST INTO THE CONCRETE (STAMPED CONCRETE AND ADHESIVE MATS NOT ALLOWED) AND SHALL BE COLORED "TRAFFIC YELLOW."
- TRAFFIC PLANS AND SAWCUTS ASSOCIATED WITH THE CONSTRUCTION OF ANY UTILITY WILL BE COORDINATED AND APPROVED THROUGH INSPECTION SERVICES OF ACHD (387-6284) PRIOR TO INITIATING ANY CONSTRUCTION.
- ACHD WILL INSPECT ALL IMPROVEMENTS WHICH FALL WITHIN THE ACHD RIGHT-OF-WAY OR EASEMENT INCLUDING BUT NOT LIMITED TO STORM DRAIN CONSTRUCTION, TRENCH BACKFILL PROCEDURES, ROADWAY CONSTRUCTION AND CONCRETE WORK. ANY WORK TO BE DONE OUTSIDE OF THE 300' EXTENDED BOUNDARY OF THE PROJECT WILL REQUIRE A SEPARATE PERMIT THROUGH ACHD INSPECTION SERVICES DIVISION. THE CONTRACTOR WILL SCHEDULE AND INSPECTION, REQUESTED THROUGH ACHD CONSTRUCTION SERVICES, 208-387-6284, A MINIMUM OF 24 HRS. PRIOR TO CONSTRUCTION STARTING.
- ALL UTILITY IMPROVEMENTS ARE TO BE CONSTRUCTED TO ACCOMMODATE THE COLLAR REQUIREMENT PER ISPC SD-616 AND BE IN ACCORDANCE WITH SECTION 703 OF THE ISPC.
- UTILITY STREET CUTS IN PAVEMENT LESS THAN FIVE YEARS OLD ARE NOT ALLOWED UNLESS APPROVED IN WRITING BY THE DISTRICT. CONTACT THE DISTRICT'S UTILITY COORDINATOR AT 387-6258 (WITH FILE NUMBERS) FOR DETAILS.
- ACHD INSPECTION STAFF WILL BE MORE CLOSELY MONITORING PEDESTRIAN FACILITIES FOR COMPLIANCE WITH ADA STANDARDS. AS A REMINDER, SIDEWALK SLOPE SHALL NOT EXCEED 2.0%; THERE ARE NO "TOLERANCES" ALLOWED.
- ABANDONED BUILDINGS, TEST PITS OR WATERWAYS LOCATED WITHIN CURRENT OR FUTURE RIGHT-OF-WAY SHALL BE RE-EXCAVATED TO NATIVE SOIL AND BACKFILLED WITH STRUCTURAL FILL PER ISPC SPECIFICATIONS. PROVIDE SOILS DATA TO VERIFY NATIVE MATERIAL MEETS THE REQUIREMENTS FOR ENGINEERED FILL PER ISPC SPECIFICATIONS AND A COPY OF THE COMPACTION TESTS.
- FOR SUBDIVISION SIGN INSTALLATION; OUTSIDE INSTALLERS MUST BE BONDED WITH ACHD AND OBTAIN A NO-CHARGE RIGHT-OF-WAY PERMIT.
- PRIOR TO PLACEMENT OF ANY PAVEMENT MARKINGS CONTACT ACHD INSPECTION FOR VERIFICATION OF COMPLIANCE WITH POLICY AND EXISTING PAVEMENT MARKINGS.
- IF A PAVEMENT CUT IS REQUIRED IN A PUBLIC ROADWAY INCLUDED IN THE FIVE YEAR MORATORIUM, A WRITTEN REQUEST MUST BE REDIRECTED TO THE ACHD UTILITY COORDINATOR AND APPROVED BY THE PAVEMENT CUT REVIEW COMMITTEE.
- BRASS PLUGS SHALL BE PLACED AS RIGHT-OF-WAY MARKERS IN AREAS WHERE THE SIDEWALK IS OVERLAPPED BY THE RIGHT-OF-WAY. BRASS PLUGS MUST BE USED IN LIEU OF REBAR PINS. BRASS PLUGS MUST BE PLACED PRIOR TO FINAL INSPECTION AND ACCEPTANCE.

**GRADING NOTES**

- ALL EARTHWORK INCLUDING CLEARING, GRUBBING, EXCAVATION, EMBANKMENT, BACKFILL, DEWATERING, AND EROSION CONTROL SHALL MEET THE SPECIFICATIONS OF SECTION 200 OF THE ISPC AS WELL AS THE SPECIFICATIONS AND RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEERING REPORT PREPARED FOR THE PROJECT SITE BY SITE CONSULTING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A SHORT TERM ACTIVITY EXEMPTION PERMIT FROM THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ). CONTACT CRAIG SHEPARD AT THE SOUTHWEST REGIONAL DEQ OFFICE (373-0557). THE CONTRACTOR SHALL SUBMIT TO DEQ A DEWATERING PLAN WHICH OUTLINES THE LOCATION OF PROPOSED BUMPS AND THE SEQUENCING OF THE DEWATERING ACTIVITIES. ALL CONSTRUCTION WATER GENERATED FROM EXCAVATION SHALL BE FREE OF SEDIMENT AND DEBRIS BEFORE IT LEAVES THE SITE.
- PRIOR TO PLACEMENT OF FILL MATERIAL, THE CONTRACTOR SHALL CLEAR THE SITE OF ALL WASTE MATERIALS AND VEGETATION AND PREPARE THE SUBGRADE AS RECOMMENDED IN THE SOILS REPORT. ALL WASTE MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS. THE SITE SHALL BE PROOF-ROLLED PRIOR TO PLACEMENT OF FILL MATERIAL TO ENSURE STABILITY OF SUBGRADE. A REPRESENTATIVE OF STRATA SHALL REMAIN ON SITE TO ENSURE PROPER PLACEMENT AND COMPACTION OF STRUCTURAL FILL.
- TESTING SHALL BE PERFORMED PER THE RECOMMENDATIONS OF THE SITE CONSULTING GEOTECHNICAL REPORT. FILL MATERIAL WITHIN THE LOT AREAS SHALL BE COMPACTED TO 95% MODIFIED PROCTOR PER THE REQUIREMENTS OF ASTM D 1557. TESTING FREQUENCY SHALL ALLOW FOR A MINIMUM OF ONE COMPACTION TEST PER LIFT PER LOT. THE DEPTH OF EACH LIFT SHALL NOT EXCEED 8" PER THE GEOTECHNICAL REPORT.
- THE SUBGRADE WITHIN THE ROAD RIGHT-OF-WAYS SHALL BE STRIPPED, COMPACTED, INSPECTED AND PROOF ROLLED WITH A HEAVY RUBBER-TIRED FULL LOADED TANDUM AXLE OR EQUIVALENT PRIOR TO PLACEMENT OF FILL. FILL WITHIN THE ROADWAY AREAS SHALL BE PLACED IN 8" MAXIMUM LIFTS AND COMPACTED TO NOT LESS THAN 95% OF THE MAXIMUM DRY DENSITY OF THE SOIL AS INDICATED BY ASTM D698 IN FLEXIBLE PAVEMENT AREAS.
- THE CONTRACTOR SHALL COORDINATE WITH THE OWNER TO DETERMINE WHICH TREES WITHIN THE ROUGH GRADING LIMITS ARE TO REMAIN AND WHICH ARE TO BE REMOVED.
- TOPSOIL AND OTHER STRIPPINGS STOCKPILE AREAS TO BE COORDINATED BETWEEN CONTRACTOR AND OWNER BEFORE THE START OF CONSTRUCTION.
- NO GRADING WORK SHALL OCCUR UNTIL THE OWNER HAS FILED A NOTICE OF INTENT FOR CONSTRUCTION ACTIVITY WITH THE EPA.

**DEMOLITION NOTES**

- ALL CONSTRUCTION MATERIALS AND METHODS SHALL CONFORM TO THE LATEST EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPC).
- THE LOCATION OF EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL COMPLY WITH IDAHO CODE, CHAPTER 22, TITLE 55 REGARDING UNDERGROUND FACILITIES DAMAGE PREVENTION. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES OR DIGLINE (1-800-342-1585) FOR EXACT LOCATION A MINIMUM OF 48 HOURS PRIOR TO DIGGING.
- UTILITIES ON THIS PLAN ARE BASED UPON DIGLINE MARKS, RECORD DRAWINGS, AND FACILITY MAPS. KM ENGINEERING MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHER, KM ENGINEERING DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED AND HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THE CONTRACTOR SHALL TAKE EVERY PRECAUTION TO PRESERVE AND PROTECT EXISTING FACILITIES NOT SCHEDULED FOR REMOVAL AND COORDINATE WITH THE PROJECT ENGINEER IF UNEXPECTED FACILITIES ARE ENCOUNTERED.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING DEMOLITION WITH THE APPROPRIATE PHASE OF CONSTRUCTION.
- ALL DEMOLISHED DEBRIS MUST BE COMPLETELY REMOVED FROM THE SITE. REMOVAL OF EXISTING CONSTRUCTION DEBRIS MUST CONTINUE TO EXPOSE NATIVE, UNDISTURBED GRANULAR SOILS. SUITABLE NATIVE SOILS INCLUDE GW, GP, GM, SW, SP, SM IN ACCORDANCE WITH THE UNIFIED SOIL CLASSIFICATION SYSTEM (USCS). SEE GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION.
- AFTER REMOVAL OF ALL DEBRIS, THE EXPOSED, EXCAVATED AREA SHALL BE INSPECTED BY THE GEOTECHNICAL CONSULTANT TO VERIFY SUITABILITY OF SUBGRADE FOR PLACEMENT OF STRUCTURAL FILL. THE EXPOSED SUBGRADE MUST BE IN A COMPACT, FIRM AND STABLE CONDITION PRIOR TO FILL PLACEMENT. THIS WILL BE CONFIRMED BY PROOF-ROLLING THE SUBGRADE IN A MANNER ACCEPTABLE TO THE TESTING AND INSPECTION CONSULTANT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEMOLISHED MATERIALS AT AN APPROVED OFF-SITE LOCATION. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THESE MATERIALS AFTER REMOVAL FROM THE SITE.
- CONTRACTOR IS RESPONSIBLE FOR SECURING AND PAYING FOR ALL PERMITS REQUIRED BY ANY POLITICAL SUBDIVISION OR AGENCY.
- CONTRACTOR SHALL BE REQUIRED TO PROVIDE A WATER TRUCK, AS NECESSARY, FOR DUST ABATEMENT DURING DEMOLITION AND REMOVAL OPERATIONS.
- CONTRACTOR SHALL CONDUCT CONSTRUCTION OPERATIONS TO PREVENT ANY SOIL OR OBJECTIONABLE MATERIAL RUNOFF FROM LEAVING THE SITE OR ENTERING THE PUBLIC RIGHTS-OF-WAY.
- CONTRACTOR SHALL CLEAR AND GRUB PER THE GEOTECHNICAL REPORT RECOMMENDATION WITHIN THE CLEARING LIMITS SHOWN ON THE CONSTRUCTION PLANS. ADDITIONAL DEPTHS MAY BE NECESSARY TO OBTAIN SUITABLE SUBGRADE MATERIALS AS DETERMINED BY THE GEOTECH CONSULTANT.
- CONTRACTOR SHALL CLEAR AND GRUB ALL EXISTING UNSUITABLE TOPSOIL AND VEGETATION WHERE STRUCTURAL FILL IS TO BE PLACED. CONTRACTOR SHALL STOCKPILE MATERIAL IN DESIGNATED ON-SITE SPOIL PILE LOCATION FOR LANDSCAPING. MATERIAL IN EXCESS OF THE LANDSCAPING NEEDS SHALL BE DISPOSED OF IN AN APPROVED OFF-SITE LOCATION.
- ITEMS SHOWN ON SHEET C1.3 REPRESENT THE EXISTING CONDITIONS OF THE SITE PRIOR TO CONSTRUCTION.
- ABANDONED BUILDINGS, TEST PITS OR WATERWAYS LOCATED WITHIN CURRENT OR FUTURE RIGHT-OF-WAY SHALL BE REEXCAVATED TO NATIVE SOIL AND BACKFILLED WITH STRUCTURAL FILL PER ISPC SPECIFICATIONS. PROVIDE SOILS DATA TO VERIFY NATIVE MATERIAL MEETS THE REQUIREMENTS FOR ENGINEERED FILL PER ISPC SPECIFICATIONS AND A COPY OF THE COMPACTION TESTS.

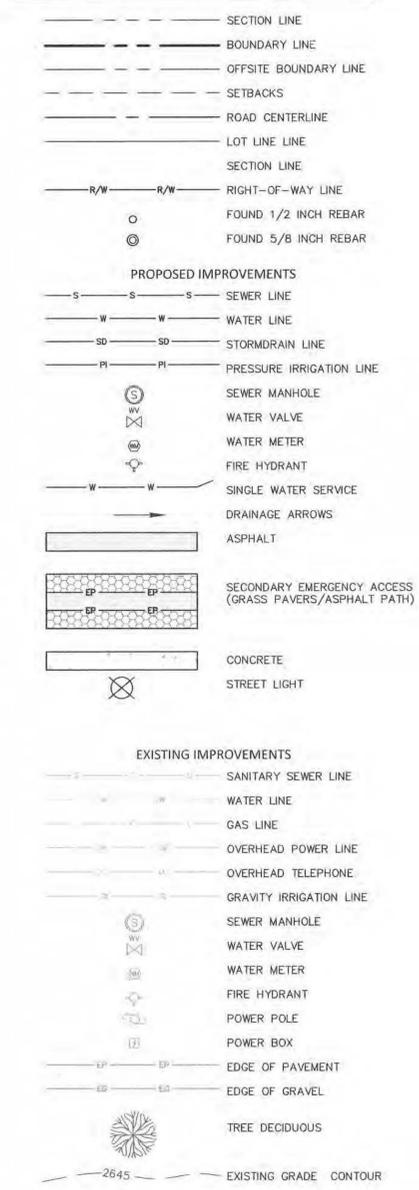
**UTILITY NOTES**

- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BY CALLING DIGLINE AT PHONE # (800) 342-1585 BEFORE COMMENCING WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UNDERGROUND UTILITIES.
- ALL WELL ABANDONMENT SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE IDAHO DEPARTMENT OF WATER RESOURCES (IDWR) AND IDAHO CODE. THE CONTRACTOR SHALL RETAIN A LICENSED WELL DRILLER FOR ABANDONMENT.
- EXISTING OVERHEAD POWERLINES SHALL BE RETAINED AND PROTECTED AS NEEDED TO MAINTAIN SERVICE TO ADJACENT PROPERTIES. THE CONTRACTOR SHALL COORDINATE WITH IDAHO POWER COMPANY TO ABANDON OR RELOCATE ALL OTHER OVERHEAD POWER LINES AND POLES AS REQUIRED.
- ACTUAL FIELD CONDITIONS DURING TRENCHING MAY REQUIRE ADDITIONAL PAVEMENT REPAIR BEYOND THE LIMITS SHOWN ON THE PLAN. THE FOLLOWING CONDITIONS ARE LISTED IN SECTION 6000 OF THE ACHD POLICY MANUAL.
  - ALL ASPHALT MATCH LINES FOR PAVEMENT REPAIR SHALL BE PARALLEL TO THE CENTERLINE OF THE STREET AND INCLUDE ANY AREA DAMAGED BY EQUIPMENT DURING TRENCHING OPERATIONS.
  - IF THE CUMULATIVE DAMAGED PAVEMENT AREA EXCEEDS 50% OF THE TOTAL ROAD SURFACE, CONTRACTOR SHALL REPLACE THE ENTIRE ROADWAY SURFACE.
  - CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO ENSURE MATCH LINE DOES NOT FALL WITHIN THE WHEEL PATH OF A LANE. MATCH LINE SHALL ONLY FALL IN THE CENTER OR EDGE OF A TRAVEL LANE.
  - FLOWABLE FILL OR IMPORTED MATERIAL MAY BE REQUIRED IF THE NATIVE TRENCH MATERIAL IS DEEMED UNSUITABLE BY ACHD INSPECTOR, DOES NOT MEET COMPACTION STANDARDS OR TIME IS A CRITICAL FACTOR.
  - ANY EXCEPTIONS TO THESE RULES SHALL BE PRE-APPROVED IN WRITING BY DISTRICT STAFF BEFORE CONSTRUCTION BEGINS.
- THE HORIZONTAL SEPARATION OF POTABLE WATER MAINS AND NON-POTABLE WATER MAINS (SANITARY SEWER, STORM DRAIN, AND IRRIGATION) SHALL BE A MINIMUM OF TEN (10) FEET. WHERE NECESSARY FOR A POTABLE WATER MAIN AND A NON-POTABLE WATER MAIN TO CROSS TO CROSS WITH LESS THAN EIGHTEEN (18) INCHES OF VERTICAL SEPARATION, THE CROSSING SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 542.07 OF THE IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS (IDAPA 58.01.08) AND SECTION 430.02 OF THE WASTEWATER RULES (IDAPA 58.01.16).
- THE HORIZONTAL SEPARATION OF NON-POTABLE SERVICES AND POTABLE WATER SERVICES OR POTABLE WATER MAINS SHALL BE A MINIMUM OF SIX (6) FEET. WHERE IT IS NECESSARY FOR A POTABLE WATER MAIN AND NON-POTABLE WATER MAIN TO CROSS WITH LESS THAN EIGHTEEN (18) INCHES OF VERTICAL SEPARATION, THE CROSSING SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 542.07 OF THE IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS (IDAPA 58.01.08) AND SECTION 430.02 OF THE WASTEWATER RULES (IDAPA 58.01.16).

**TRAFFIC CONTROL NOTES**

- ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" FOR STREETS AND HIGHWAYS.
- ALL WARNING FLAGS AND FLASHERS SHALL BE CONSIDERED INCIDENTAL TO THE TRAFFIC CONTROL BID ITEMS.
- THE FLAGGERS SHALL BE EQUIPPED WITH TWO WAY RADIOS CAPABLE OF TRANSMITTING A DISTANCE OF 2 MILES AND BATTERIES TO LAST THROUGH EACH DAY OF OPERATION.
- SIGNS AND SIGN STANDS NOT IN USE SHALL BE REMOVED OR LAID DOWN AT LEAST 15 FEET FROM THE EDGE OF THE TRAVEL WAY.
- ONE LANE OF TRAFFIC SHALL BE OPEN TO LOCAL TRAFFIC AT ALL TIMES.
- CONTRACTOR SHALL PROVIDE ALL SIGNAGE NECESSARY TO ALERT THE SURROUNDING PUBLIC OF THE CONSTRUCTION TAKING PLACE. THE CONTRACTOR ASSUMES RESPONSIBILITY FOR THE SIGNS NEEDED FOR PUBLIC SAFETY.
- ALL CONTRACTORS WORKING WITH THE PUBLIC ROAD RIGHT-OF-WAY ARE REQUIRED TO SECURE A RIGHT-OF-WAY CONSTRUCTION PERMIT FROM ACHD AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO ANY CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE A DETAILED TRAFFIC CONTROL PLAN TO ACHD FOR APPROVAL PRIOR TO ANY CONSTRUCTION.

**LEGEND**



**ABBREVIATIONS**

CL	- CENTERLINE
CO	- CLEANOUT
E	- EASTING
ELEV	- ELEVATION
EP	- EDGE OF PAVEMENT
FL	- FLOW LINE
FLG	- FLANGE
GI	- GRAVITY IRRIGATION
HP	- HIGH POINT
INV	- INVERT
L	- STATION OFFSET LEFT
LF	- LINEAR FOOT
LIP	- LIP OF CUTTER
MA	- MATCH EXISTING
MJ	- MECHANICAL JOINT
MW	- MONITORING WELL
N	- NORTHING
OHP	- OVERHEAD POWER
PC	- POINT OF CURVATURE
PI	- PRESSURE IRRIGATION
PS	- PRESSURE SEWER
PT	- POINT OF TANGENCY
R	- STATION OFFSET RIGHT
RIM	- RIM OF STRUCTURE
SD	- STORM DRAIN
SDMH	- STORM DRAIN MANHOLE
SS	- SAND AND GREASE TRAP
SG	- SANITARY SEWER
SSMH	- SEWER MANHOLE
STA	- ROADWAY STATION FROM CENTERLINE
SW	- SIDEWALK
TBC	- TOP BACK OF CURB
TOC	- TOP OF CONCRETE



NO.	REVISIONS	DATE
1	REVISIONS PER CITY OF KUNA & ACHD COMMENTS	12/2/19
2	REVISIONS PER CITY OF KUNA & ACHD	5/6/20

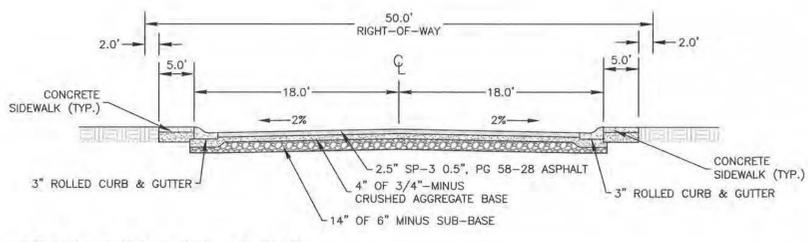
**GRAN PRADO SUBDIVISION NO. 2**  
**KUNA, IDAHO**  
**NOTES, LEGEND & ABBREVIATIONS**

DRAWING STATUS:  
**APPROVED FOR CONSTRUCTION**

ENGINEERS · SURVEYORS · PLANNERS  
 9233 WEST STATE STREET  
 BOISE, IDAHO 83714  
 PHONE (208) 639-6939  
 FAX (208) 639-6930

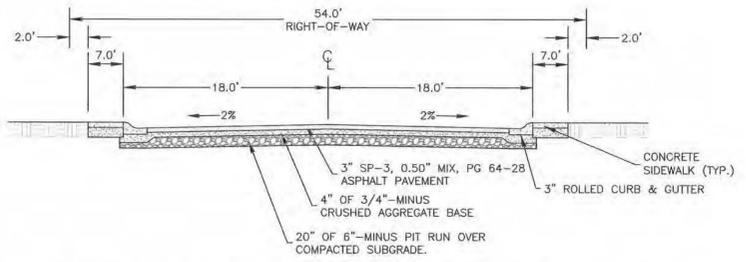
DESIGN BY:	RSP
DRAWN BY:	RSP
CHECKED BY:	KPM
DATE:	8/26/19
PROJECT:	18-111
SHEET NO.	C1.2

**APPROVED FOR CONSTRUCTION**



**TYPICAL LOCAL ROAD SECTION**

NTS



**TYPICAL COLLECTOR ROAD SECTION (W. BALLARD DR. 10+50.00 TO 13+07.17)**

NTS



REVISIONS	
NO.	DATE
1	12/2/19
2	5/6/20

**GRAN PRADO SUBDIVISION NO. 2  
KUNA, IDAHO**

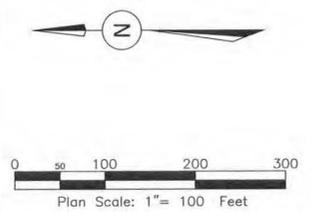
**EXISTING CONDITIONS AND DEMOLITION PLAN**

DRAWING STATUS:  
**APPROVED FOR CONSTRUCTION**

**km ENGINEERING**  
ENGINEERS, SURVEYORS, PLANNERS  
9233 WEST STATE STREET  
BOISE, IDAHO 83714  
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FAX (208) 639-6930

DESIGN BY: RSP  
DRAWN BY: RSP  
CHECKED BY: KPM  
DATE: 8/26/19  
PROJECT: 18-111  
SHEET NO. **C1.3**

**APPROVED FOR CONSTRUCTION**

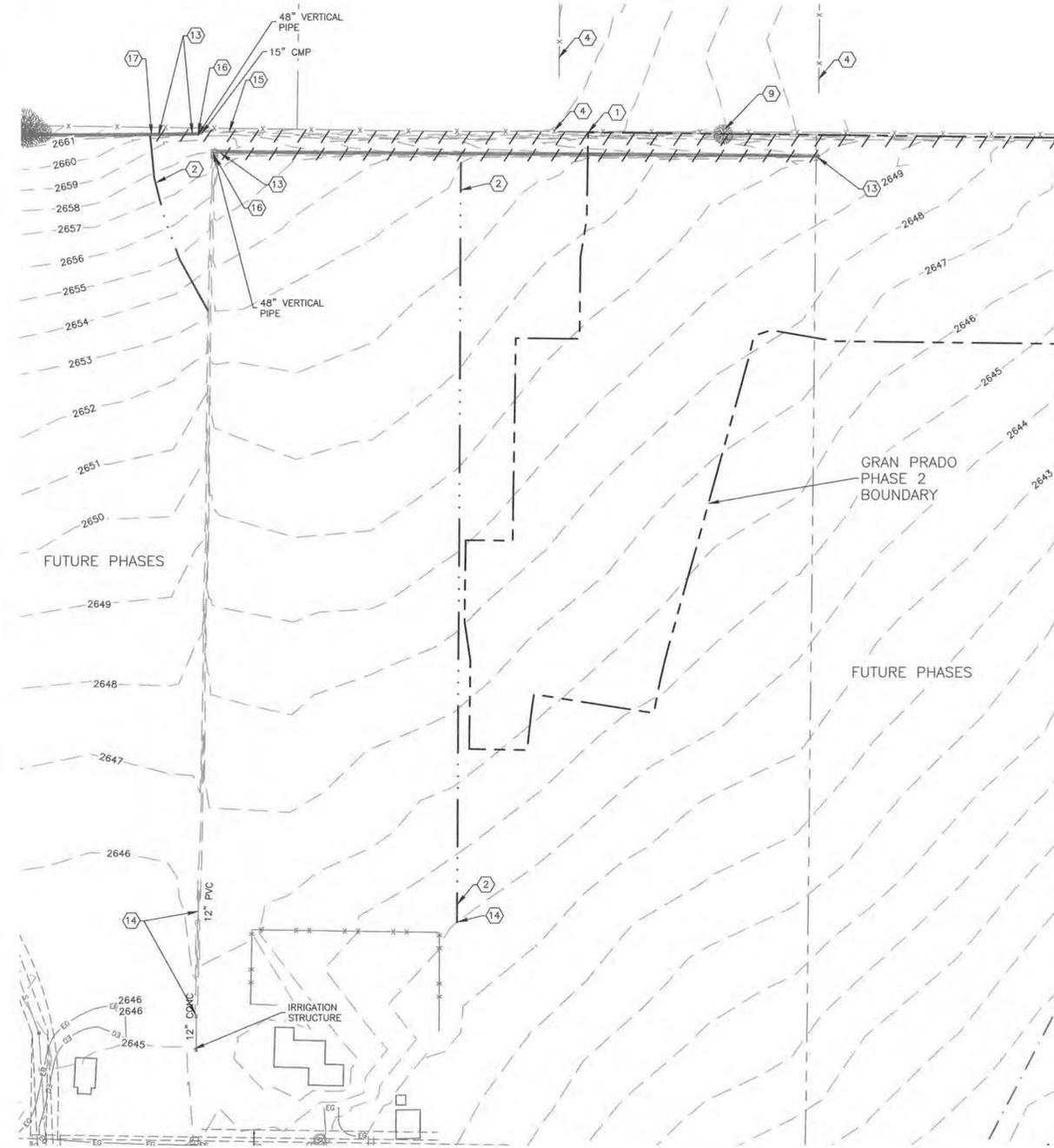
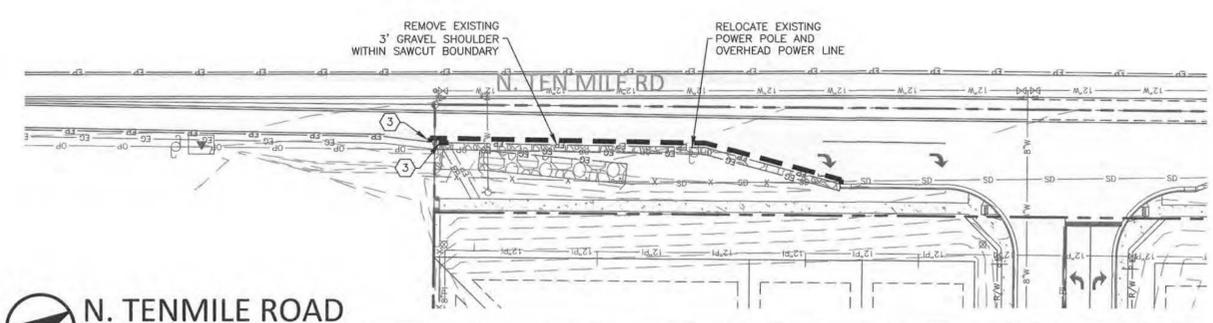
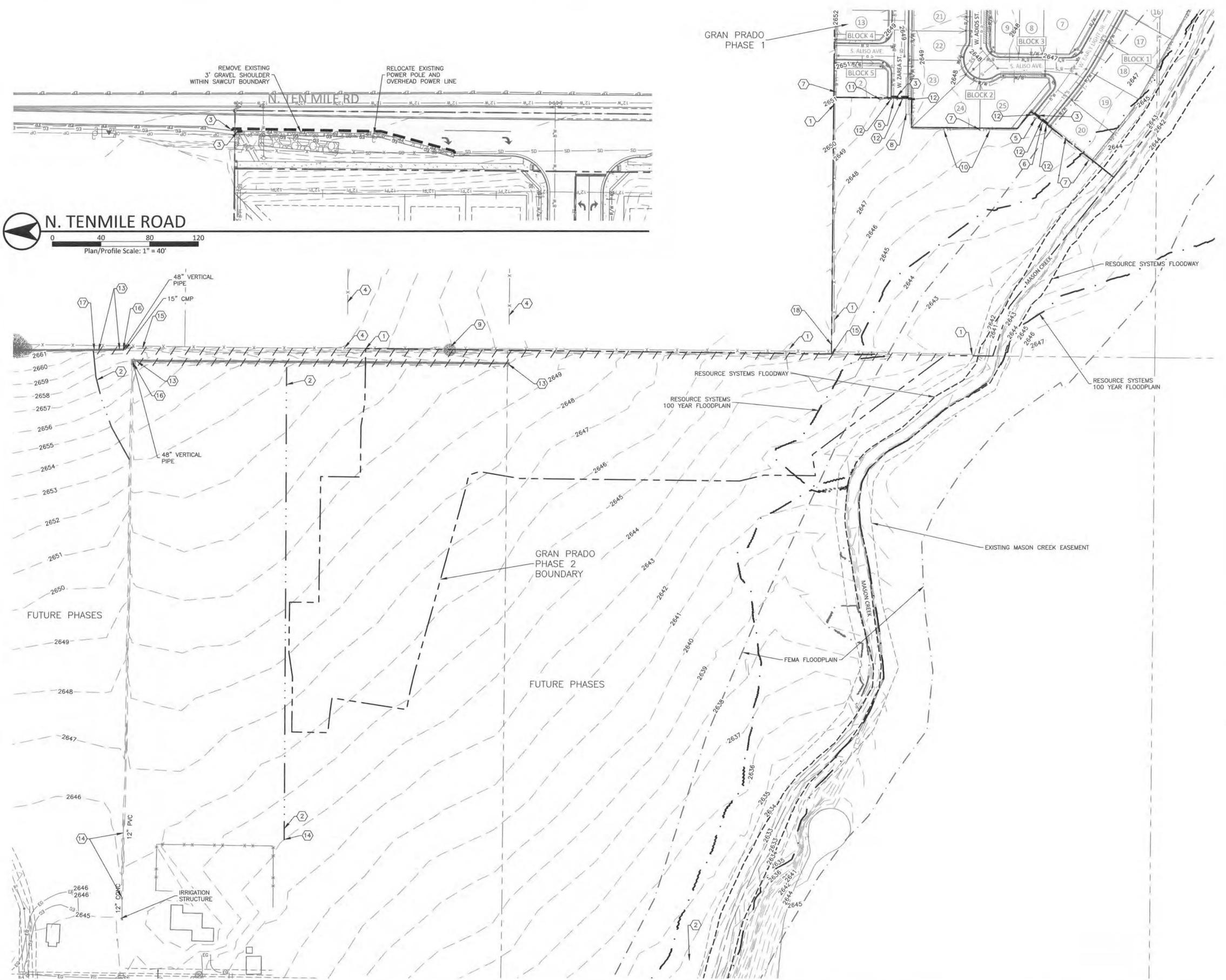


- SHEET NOTES**
- SEE SHEET C1.1 AND C1.2 FOR LEGEND, GENERAL AND DEMOLITION NOTES.
  - FLOODPLAIN AND FLOODWAY LINES BASED ON STUDY TITLED MASON CREEK FLOOD ANALYSIS PARTIAL REACH BETWEEN TEN MILE ROAD AND BLACK CAT ROAD, KUNA, IDAHO PERFORMED BY RESOURCE SYSTEMS INC. DATED APRIL 26, 2017. WHICH WILL BE USED TO SUPPLEMENT THE CURRENT FEDERAL EMERGENCY MANAGEMENT (FEMA) FLOOD INSURANCE MAP 16001C0250J.

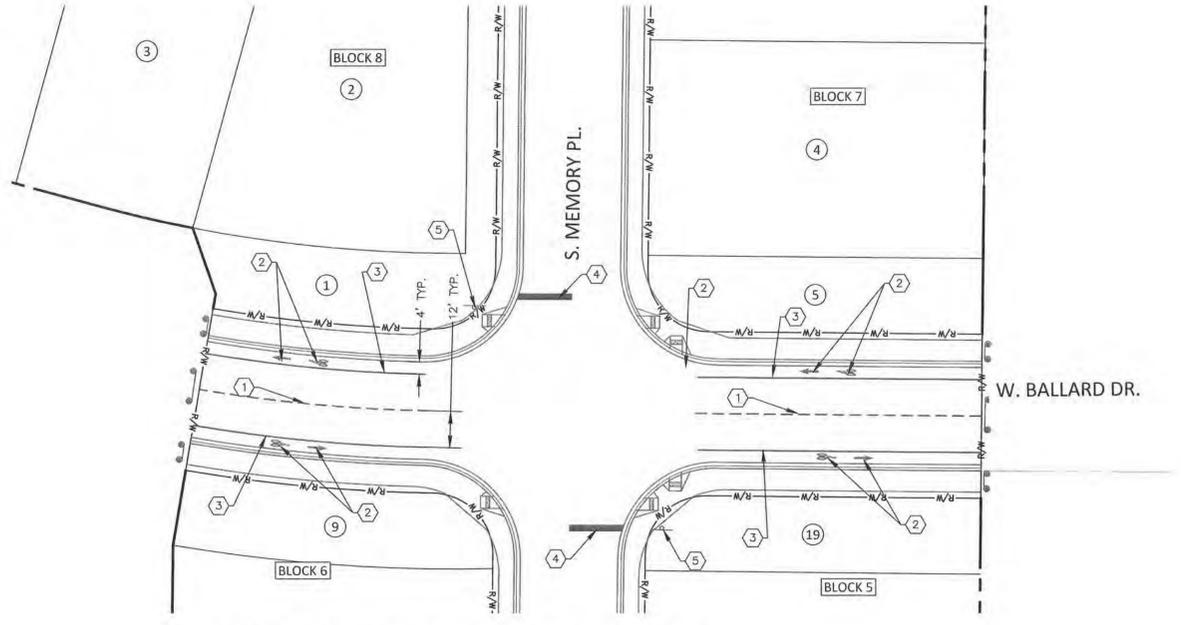
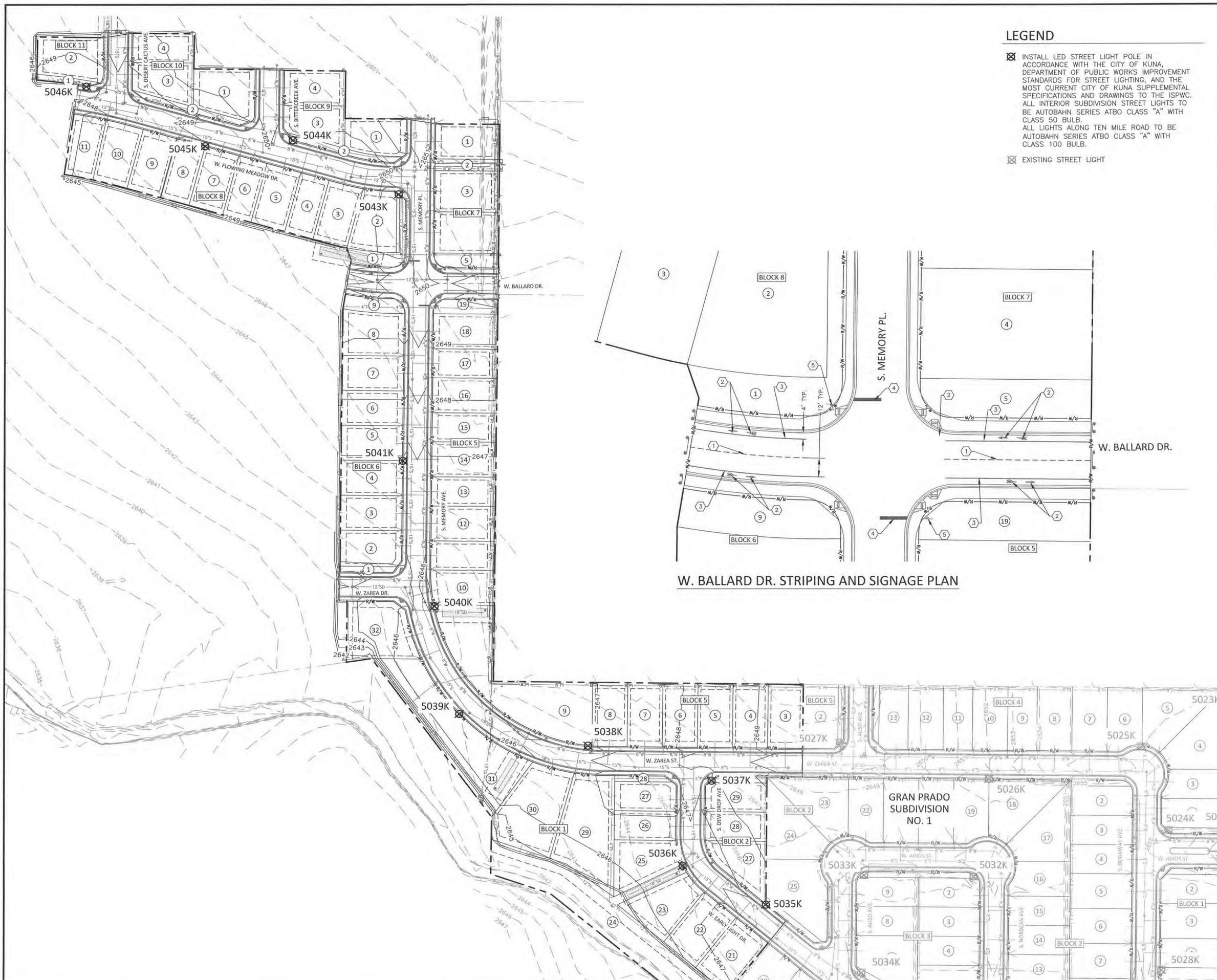
- KEYNOTES (#)**
- REMOVE EXISTING FENCE.
  - PROVIDE TEMPORARY GRAVITY IRRIGATION DRAINAGE DITCH. CONTRACTOR TO COORDINATE LOCATION WITH DEVELOPER AND ENGINEER PRIOR TO CONSTRUCTION.
  - SAWCUT 2' MINIMUM INTO EXISTING PAVEMENT AND PAVEMENT PATCH PER ISPCW SD-303 AND ACHD REQUIREMENTS.
  - RETAIN AND PROTECT EXISTING FENCE.
  - RETAIN AND PROTECT EXISTING WATER MAIN.
  - RETAIN AND PROTECT EXISTING SEWER MAIN.
  - RETAIN AND PROTECT EXISTING PRESSURE IRRIGATION MAIN.
  - RETAIN AND PROTECT EXISTING STORM DRAIN STRUCTURE.
  - REMOVE EXISTING TREE.
  - RETAIN AND PROTECT EXISTING PRESSURE IRRIGATION SERVICE.
  - RETAIN AND PROTECT EXISTING WATER SERVICE.
  - REMOVE BARRICADES AND SALVAGE TO OWNERS.
  - REMOVE EXISTING CONCRETE IRRIGATION DITCH.
  - MATCH EXISTING DRAINAGE DITCH.
  - REMOVE EXISTING EARTHEN GRAVITY IRRIGATION DITCH.
  - REMOVE EXISTING IRRIGATION STRUCTURES.
  - RETAIN AND PROTECT EXISTING CONCRETE DITCH SEE SHEET C8.0 FOR ADDITIONAL INFORMATION.
  - RETAIN AND PROTECT EXISTING DRAINAGE DITCH FROM ADJACENT PROPERTIES TO THE NORTHWEST. SEE SHEET C8.2 FOR ADDITIONAL INFORMATION.

**LEGEND**

	SAWCUT LINE
	RESOURCE SYSTEMS 100 YEAR FLOODPLAIN
	FEMA 100 YEAR FLOODPLAIN
	RESOURCE SYSTEMS FLOODWAY
	TEMPORARY IRRIGATION WASTEWATER DITCH
	DITCH REMOVAL



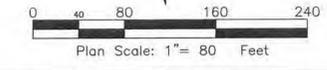
P:\18-111\CONSTRUCTION PLAN\18-111 EXISTING.DWG, SCOTT PHILLIPAN, 5/6/2020, DWG TO PDF.PCS



W. BALLARD DR. STRIPING AND SIGNAGE PLAN

**LEGEND**

- ⊗ INSTALL LED STREET LIGHT POLE IN ACCORDANCE WITH THE CITY OF KUNA, DEPARTMENT OF PUBLIC WORKS IMPROVEMENT STANDARDS FOR STREET LIGHTING, AND THE MOST CURRENT CITY OF KUNA SUPPLEMENTAL SPECIFICATIONS AND DRAWINGS TO THE ISPC. ALL INTERIOR SUBDIVISION STREET LIGHTS TO BE AUTOBAHN SERIES ATBO CLASS "A" WITH CLASS 50 BULB. ALL LIGHTS ALONG TEN MILE ROAD TO BE AUTOBAHN SERIES ATBO CLASS "A" WITH CLASS 100 BULB.
- ⊗ EXISTING STREET LIGHT



**SHEET NOTES**

- A. CONTRACTOR TO VERIFY STREET LIGHT LOCATIONS WITH CITY OF KUNA AND ACHD PRIOR TO INSTALLATION AND NOTIFY ENGINEER IF SAFETY HAZARDS OR UTILITY CONFLICTS EXIST.
- B. STREET LIGHTS SHALL BE OWNED/MAINTAINED BY THE CITY OF KUNA.
- C. SERVICE - ALL STREET LIGHTS SHALL HAVE UNDERGROUND ELECTRICAL SERVICES PROVIDED. SERVICE VOLTAGE SHALL BE 120 OR 240 VOLTS ONLY. CONTRACTOR SHALL DETERMINE CONDUIT SLEEVE LOCATIONS, SIZES, AND AMOUNT REQUIRED AT ALL UTILITY AND PAVEMENT CROSSINGS.
- D. METERING - CONTRACTOR SHALL COORDINATE METER LOCATIONS WITH IDAHO POWER AND CITY OF KUNA. WHERE A METERED SYSTEM IS REQUIRED, NEW DEVELOPMENTS SHALL INSTALL CONDUIT WITH ONE NO. 10 STRANDED PULLWIRE FROM THE LAST LIGHT ON EACH END OF THE SYSTEM TO THE ADJACENT PROPERTY LINE ON A STUBBED STREET, WHERE THE ADJACENT PROPERTY HAS NO EXISTING STREET LIGHT SYSTEM. THIS WILL ALLOW FOR THE CONTINUATION OF THE STREET LIGHTS WHEN THE ADJACENT PROPERTY IS DEVELOPED.
- E. THIS IS THE APPROVED LIGHTING PLAN, ANY OTHER PLANS WILL NOT BE CONSIDERED OFFICIAL AND LIGHTS THAT AREN'T PLACED PER THE APPROVED PLAN WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROPERLY PLACE.

**KEYNOTES (#)**

- 1. INSTALL 4" YELLOW DASHED LINE PER STRIPING DETAIL #1, ACHD SUPPLEMENTAL TRAFFIC DETAIL TS-1112.
- 2. INSTALL BIKE LANE ARROW AND BIKE LANE SYMBOL PER ACHD SUPPLEMENTAL TRAFFIC DETAIL TS-1113.
- 3. INSTALL 8" SOLID WHITE BIKE LANE LINE PER STRIPING DETAIL #15 PER ACHD SUPPLEMENTAL TRAFFIC DETAIL TS-1112.
- 4. INSTALL 24" SOLID WHITE STOP BAR PER STRIPING DETAIL #19, PER ACHD SUPPLEMENTAL TRAFFIC DETAIL TS-1112.
- 5. INSTALL "STOP SIGN" R1-1 PER MUTCD AND ACHD GUIDELINES.



REVISIONS	
NO.	DATE
1	12/27/19
2	5/6/20

GRAN PRADO SUBDIVISION NO. 2  
KUNA, IDAHO  
GENERAL IMPROVEMENT PLANS  
MASTER UTILITY PLAN  
STREET LIGHT & STRIPING AND SIGNAGE PLAN

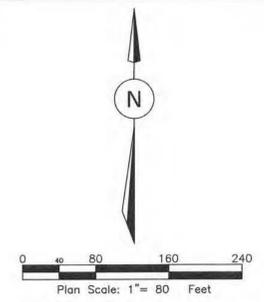
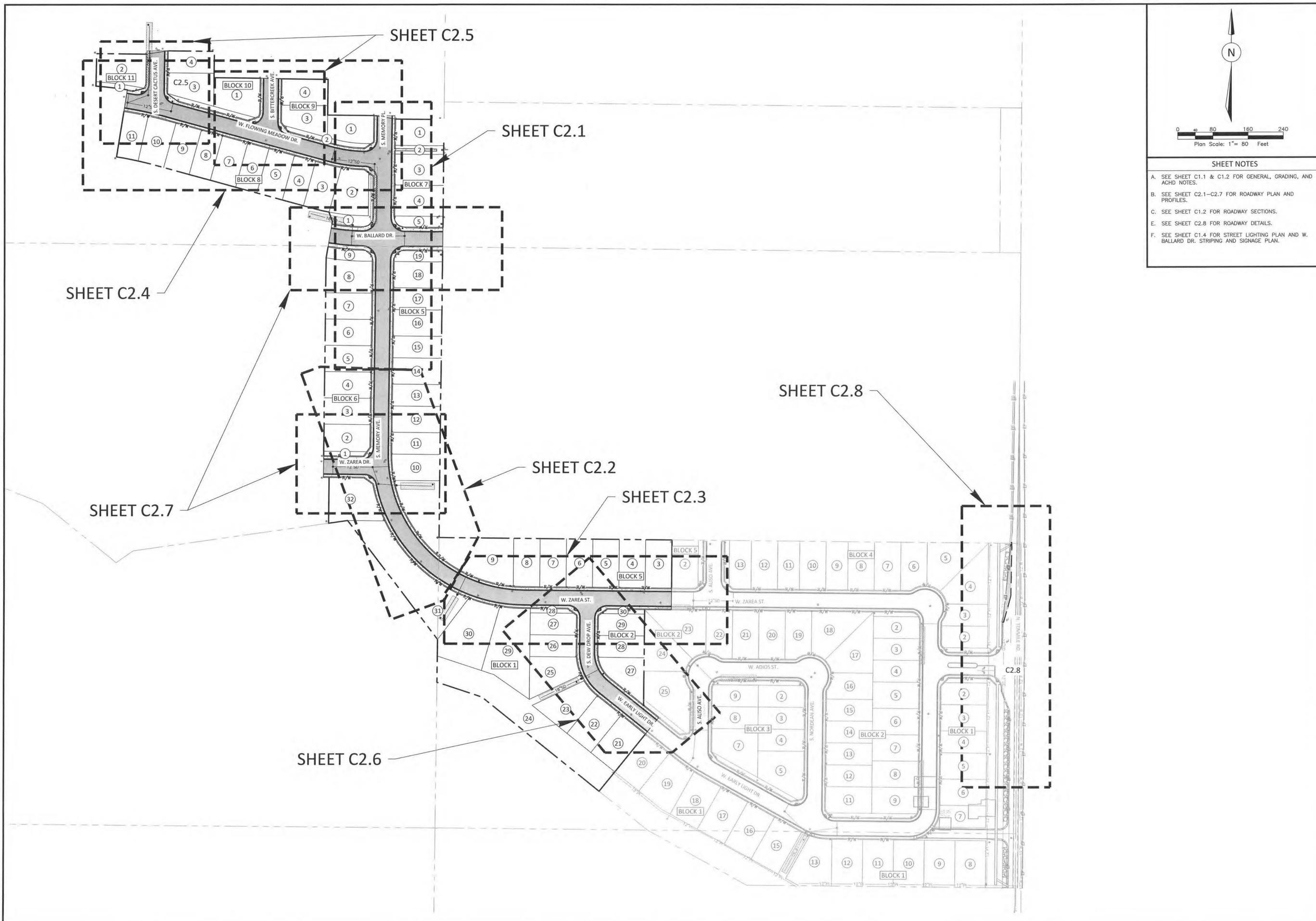
DRAWING STATUS:  
APPROVED FOR CONSTRUCTION



DESIGN BY: RSP  
DRAWN BY: RSP  
CHECKED BY: KPM  
DATE: 8/26/19  
PROJECT: 18-111

SHEET NO.  
C1.4

APPROVED FOR CONSTRUCTION



- SHEET NOTES**
- A. SEE SHEET C1.1 & C1.2 FOR GENERAL, GRADING, AND ACHD NOTES.
  - B. SEE SHEET C2.1-C2.7 FOR ROADWAY PLAN AND PROFILES.
  - C. SEE SHEET C1.2 FOR ROADWAY SECTIONS.
  - E. SEE SHEET C2.8 FOR ROADWAY DETAILS.
  - F. SEE SHEET C1.4 FOR STREET LIGHTING PLAN AND W. BALLARD DR. STRIPING AND SIGNAGE PLAN.



REVISIONS	
NO.	DATE
1	12/2/19
2	5/6/20

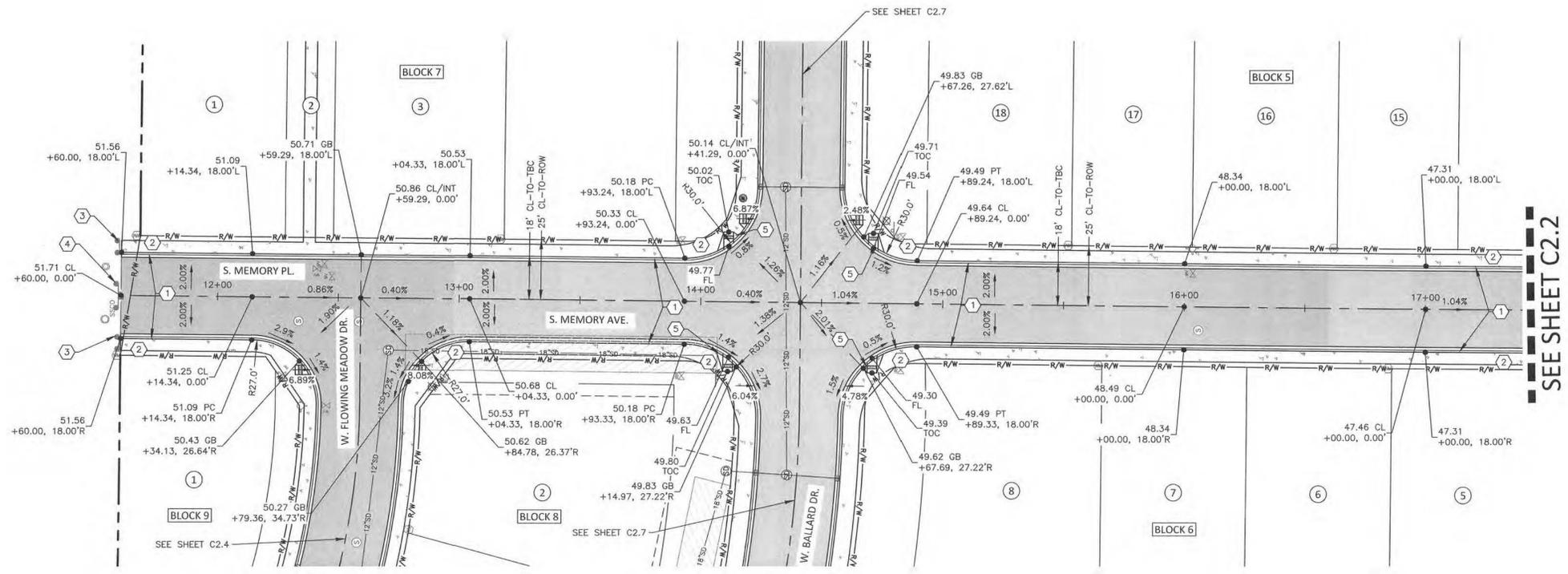
**GRAN PRADO SUBDIVISION NO. 2**  
**KUNA, IDAHO**  
**ROADWAY IMPROVEMENT PLANS**  
**OVERALL ROADWAY PLAN**

DRAWING STATUS:  
**APPROVED FOR CONSTRUCTION**

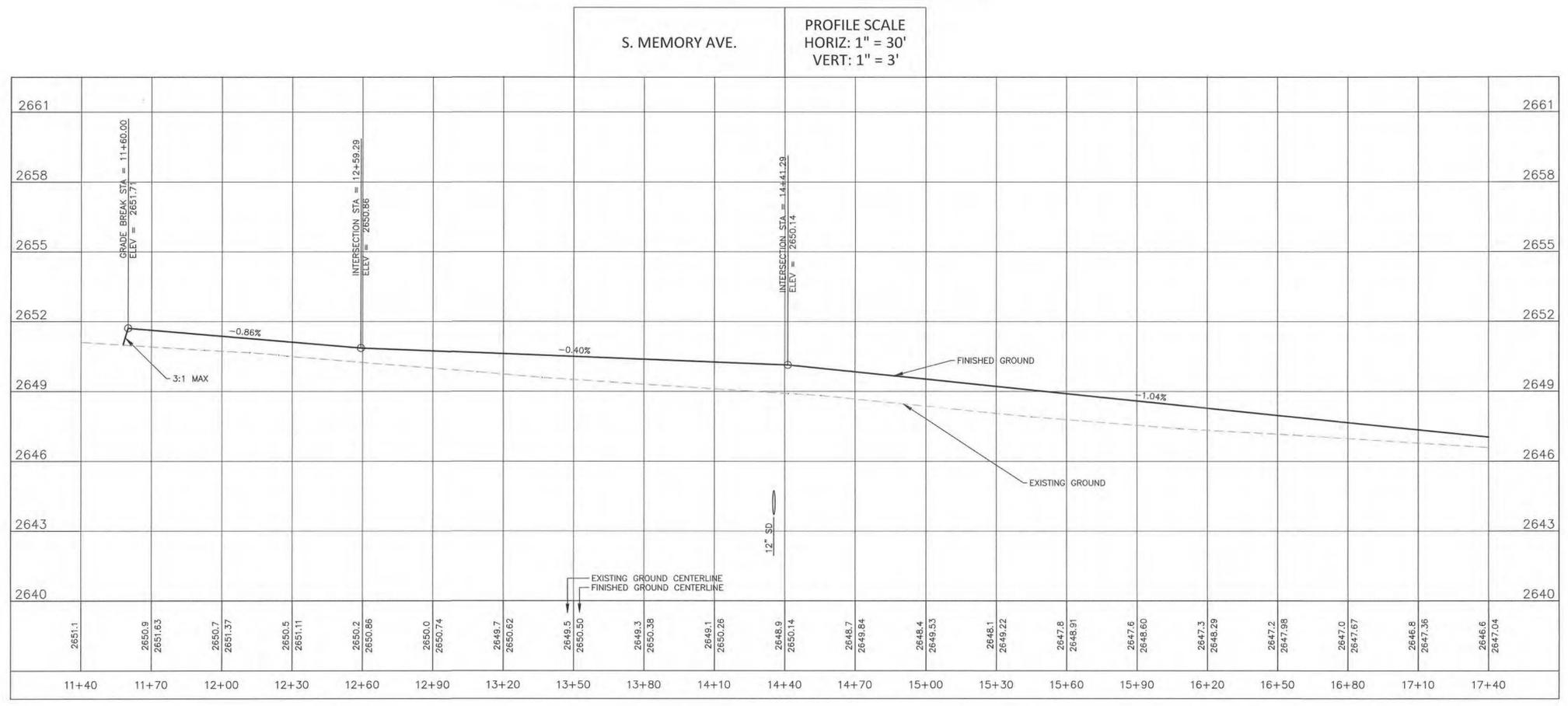
  
**km**  
**ENGINEERING**  
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9233 WEST STATE STREET  
 BOISE, IDAHO 83714  
 PHONE (208) 639-6939  
 FAX (208) 639-6930

DESIGN BY: RSP  
 DRAWN BY: RSP  
 CHECKED BY: KPM  
 DATE: 8/26/19  
 PROJECT: 18-111  
 SHEET NO.  
**C2.0**

**APPROVED FOR CONSTRUCTION**



S. MEMORY AVE. (STA. 11+60.00 TO 17+40.00)



PROFESSIONAL ENGINEER  
REGISTERED  
10821  
5/6/20  
STATE OF IDAHO  
KEVIN P. MCCARTHY

DATE: 12/2/19  
REVISIONS PER CITY OF KUNA & ACHD COMMENTS: 5/6/20  
REVISIONS PER CITY OF KUNA & ACHD: 5/6/20

**SHEET LEGEND**

- ELE. & DESCRIPTION STA., OFFSET SIDE FINISHED GRADE ELEVATION
- 1.50% FINISHED GRADE SLOPE
- GRADE BREAK

**CIVIL ACRONYMS**

ALL GRADES ARE TO TOP BACK OF CURB UNLESS NOTED AS FOLLOWS:

- STA. - ROADWAY STATION FROM CENTERLINE
- CL - ROADWAY CENTERLINE
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- ELE. - ELEVATION
- L - STATION OFFSET LEFT
- R - STATION OFFSET RIGHT
- TBC - TOP BACK OF CURB
- RIM - RIM OF STRUCTURE
- LIP - LIP OF GUTTER
- MA - MATCH EXISTING
- SIW - SIDEWALK
- EP - EDGE OF PAVEMENT
- FL - FLOW LINE
- TOC - TOP OF CONCRETE
- HP - HIGH POINT
- LP - LOW POINT
- CR - CURB RETURN
- POC - POINT ON CURVE
- INT - INTERSECTION

**SHEET NOTES**

- SEE SHEET C1.1 & C1.2 FOR GENERAL, GRADING, AND ACHD NOTES.
- SEE SHEET C1.2 FOR TYPICAL ROAD SECTIONS.
- SEE SHEET C2.9 FOR ROADWAY DETAILS.
- SEE SHEET C3.0 & C3.1 FOR LOT GRADING.
- SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2.0%. NO TOLERANCES WILL BE ALLOWED.
- ALL STATION AND OFFSET LABELING RELATED TO EACH SPOT ELEVATIONS ARE REFERENCED TO THE ROAD ALIGNMENT.
- SEE SHEETS C4.0-C4.2 FOR ADDITIONAL STORM WATER INFORMATION.

**KEYNOTES (#)**

- INSTALL 3" ROLLED CURB AND GUTTER PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-702, PROVIDED SHEET C2.9.
- INSTALL 5' WIDE ATTACHED CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-709, PROVIDED SHEET C2.9.
- INSTALL TERMINUS BARRICADE TYPE II WITH KICK PLATE PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-1132A. BARRICADES SHALL HAVE THICKENED EDGE ALUMINUM WITH 6" WIDE REFLECTIVE RED/WHITE DIAGONAL DECALS. PAINTED SIGNS NO LONGER ALLOWED.
- INSTALL TERMINUS BARRICADE TYPE III PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-1132B. BARRICADES SHALL HAVE THICKENED EDGE ALUMINUM WITH 6" WIDE REFLECTIVE RED/WHITE DIAGONAL DECALS. PAINTED SIGNS NO LONGER ALLOWED. INCLUDE SIGN STATING, "THIS ROAD TO BE EXTENDED IN THE FUTURE."
- INSTALL PEDESTRIAN RAMP TYPE "H2" PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-712H, WITH TRUNCATED DOMES PER ACHD SUPPLEMENTAL DRAWINGS SD-712, PROVIDED SHEET C2.8. DOMES SHALL BE RIGID INSERTS WET-SET INTO THE CONCRETE (CONCRETE STAMP AND ADHESIVE MATS NOT ALLOWED) AND SHALL BE COLORED "TRAFFIC YELLOW."

GRAN PRADO SUBDIVISION NO. 2  
KUNA, IDAHO  
ROADWAY IMPROVEMENT PLANS  
S. MEMORY AVE. PLAN AND PROFILE  
STA. 11+60.00 TO 17+40.00

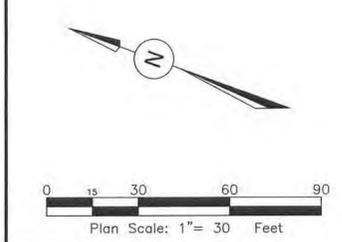
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**km ENGINEERING**  
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9233 WEST STATE STREET  
BOISE, IDAHO 83714  
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FAX (208) 639-6930

DESIGN BY: RSP  
DRAWN BY: RSP  
CHECKED BY: KPM  
DATE: 8/26/19  
PROJECT: 18-111

SHEET NO.  
C2.1

APPROVED FOR CONSTRUCTION



**SHEET LEGEND**

- ELE. & DESCRIPTION FINISHED GRADE ELEVATION  
STA., OFFSET SIDE
- 1.50% FINISHED GRADE SLOPE
- GRADE BREAK

**CIVIL ACRONYMS**

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- INT — INTERSECTION

**SHEET NOTES**

- A. SEE SHEET C1.1 & C1.2 FOR GENERAL, GRADING, AND ACHD NOTES.
- B. SEE SHEET C1.2 FOR TYPICAL ROAD SECTIONS.
- C. SEE SHEET C2.9 FOR ROADWAY DETAILS.
- D. SEE SHEET C3.0 & C3.1 FOR LOT GRADING.
- E. SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2.0%. NO TOLERANCES WILL BE ALLOWED.
- F. ALL STATION AND OFFSET LABELING RELATED TO EACH SPOT ELEVATIONS ARE REFERENCED TO THE ROAD ALIGNMENT.
- G. SEE SHEETS C4.0-C4.2 FOR ADDITIONAL STORM WATER INFORMATION.

**KEYNOTES (#)**

1. INSTALL 3" ROLLED CURB AND GUTTER PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-702, PROVIDED SHEET C2.9.
2. INSTALL 5' WIDE ATTACHED CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-709, PROVIDED SHEET C2.9.

**REVISIONS**

NO.	DATE	DESCRIPTION
1	12/7/19	REVISIONS PER CITY OF KUNA & ACHD COMMENTS
2	5/6/20	REVISIONS PER CITY OF KUNA & ACHD

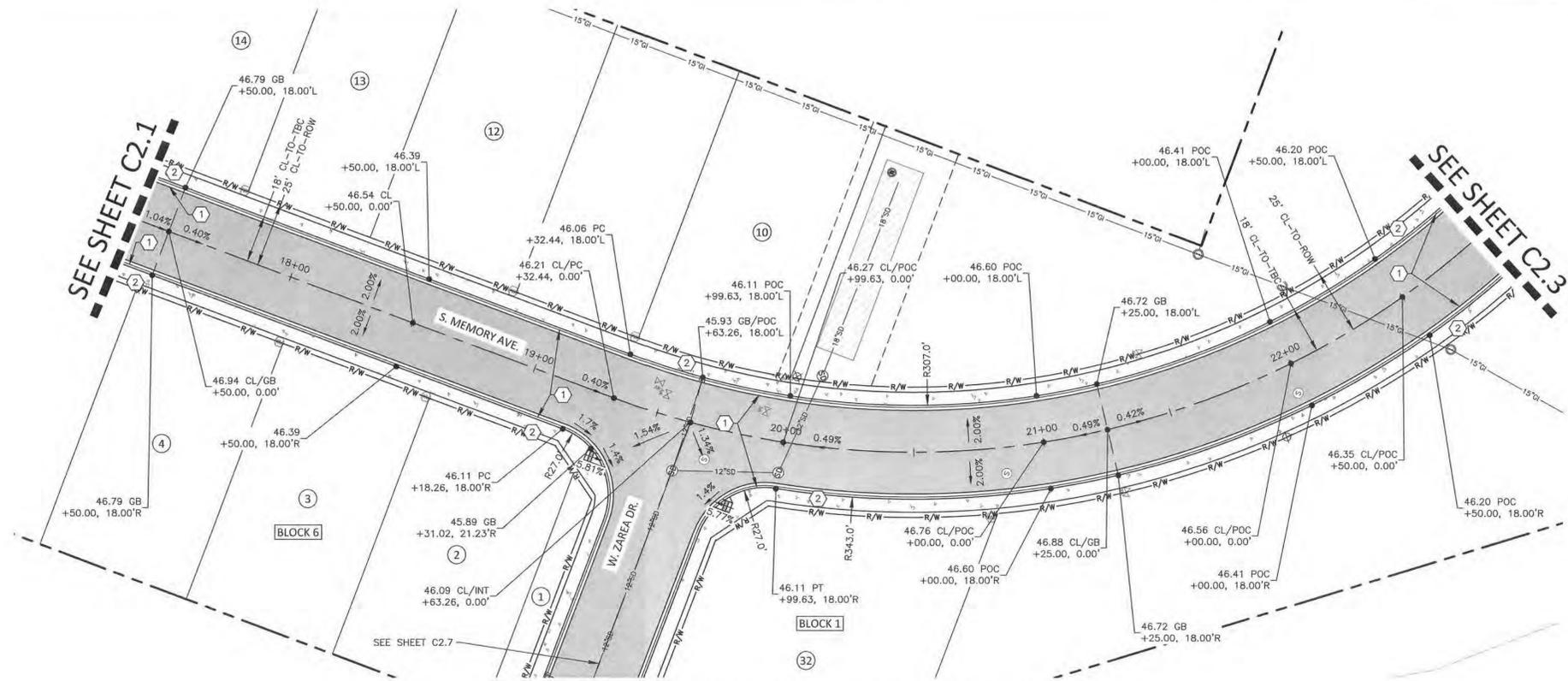
**GRAN PRADO SUBDIVISION NO. 2**  
**KUNA, IDAHO**  
**ROADWAY IMPROVEMENT PLANS**  
**S. MEMORY AVE. PLAN AND PROFILE**  
**STA. 17+40.00 TO 22+80.00**

DRAWING STATUS:  
**APPROVED FOR CONSTRUCTION**

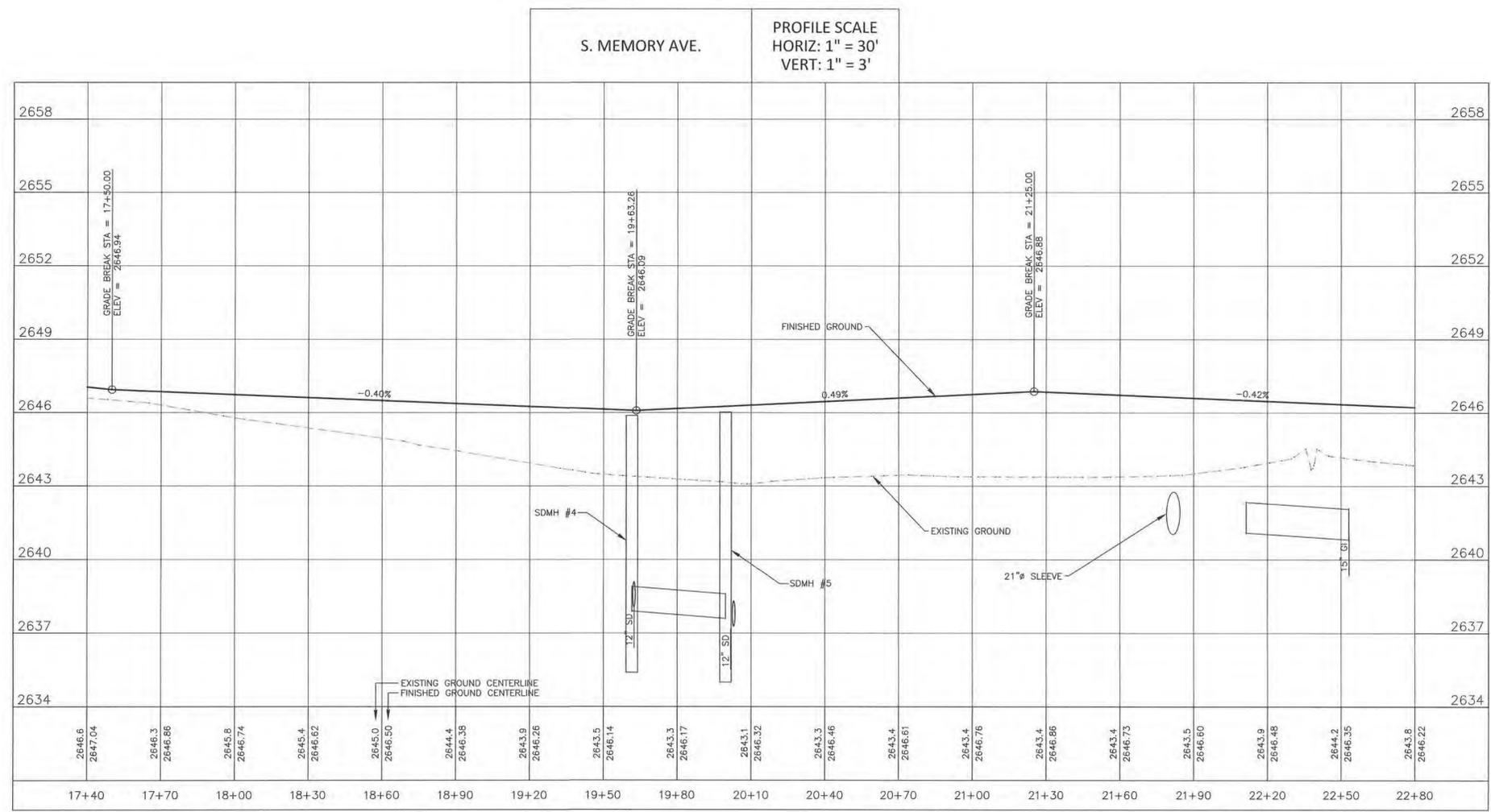
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9233 WEST STATE STREET  
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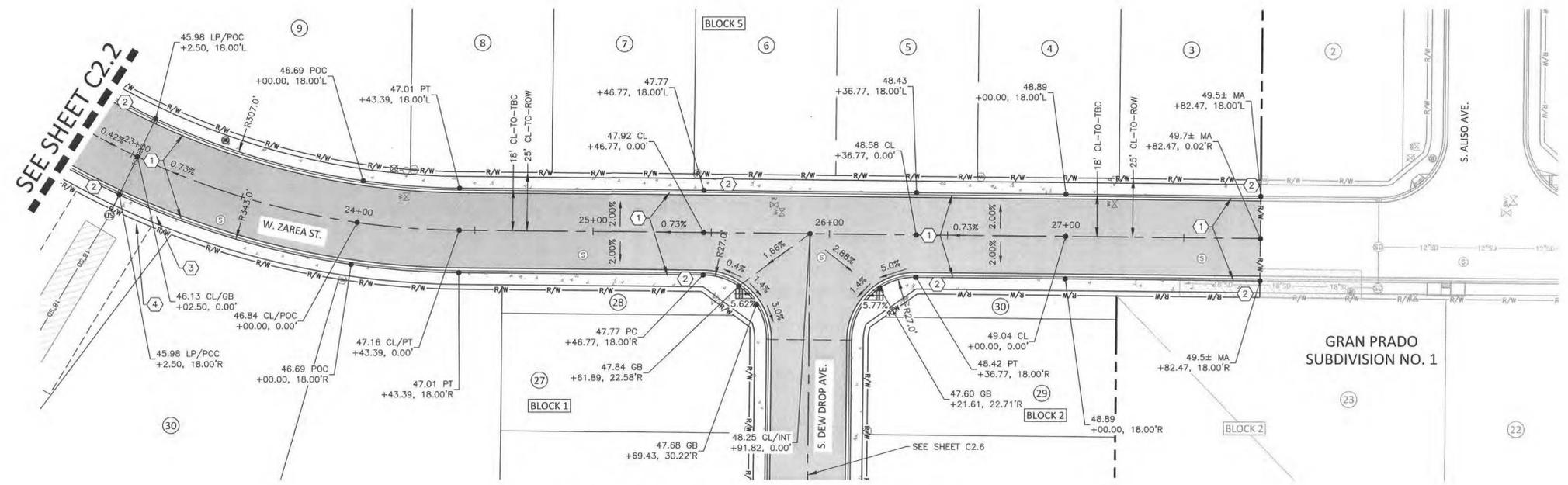
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CHECKED BY: KPM  
DATE: 8/26/19  
PROJECT: 18-111  
SHEET NO. **C2.2**

**APPROVED FOR CONSTRUCTION**

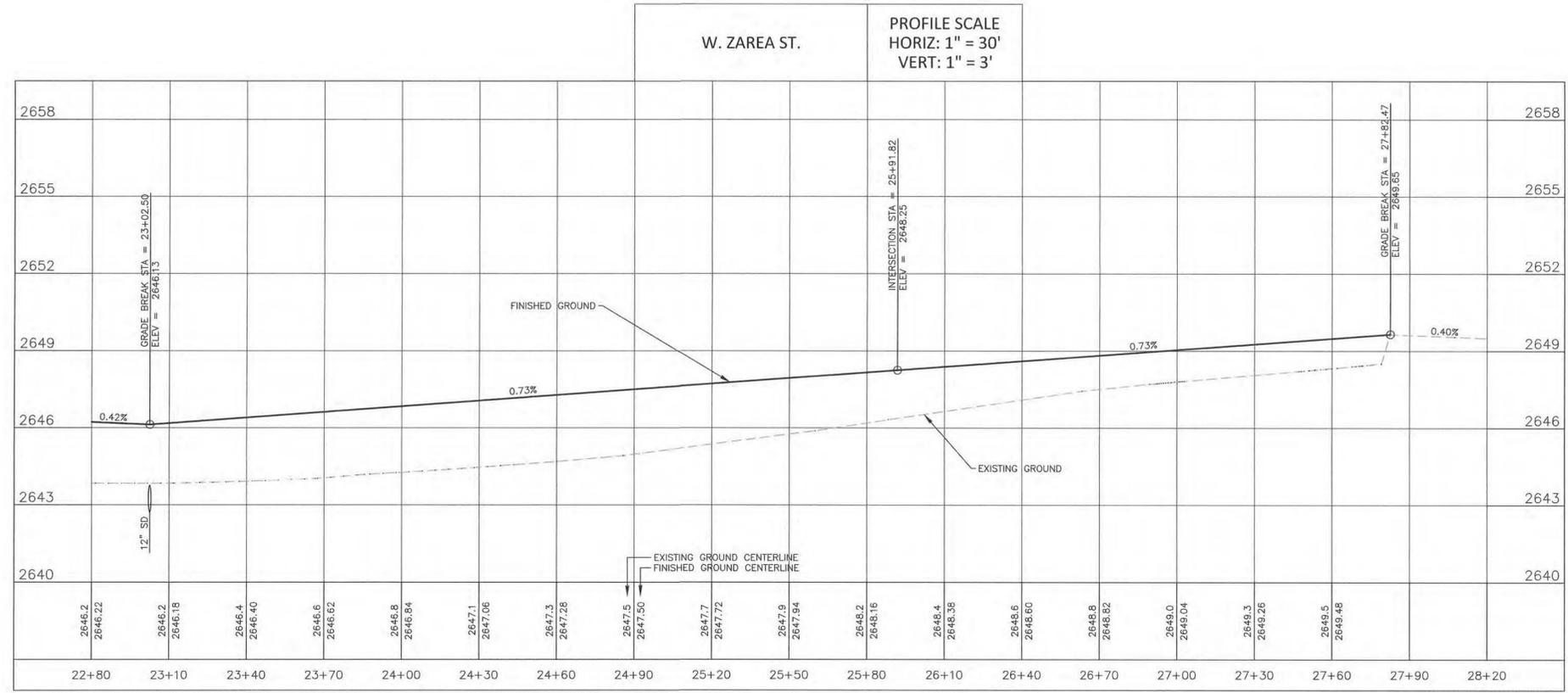


**S. MEMORY AVE. (STA. 17+40.00 TO 22+80.00)**





W. ZAREA ST. (STA. 22+80.00 TO 27+82.48)



0 15 30 60 90  
Plan Scale: 1" = 30 Feet

**SHEET LEGEND**

- ELE. & DESCRIPTION STA., OFFSET SIDE
- 1.50% FINISHED GRADE SLOPE
- GRADE BREAK

**CIVIL ACRONYMS**

ALL GRADES ARE TO TOP BACK OF CURB UNLESS NOTED AS FOLLOWS:

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**SHEET NOTES**

- SEE SHEET C1.1 & C1.2 FOR GENERAL, GRADING, AND ACHD NOTES.
- SEE SHEET C1.2 FOR TYPICAL ROAD SECTIONS.
- SEE SHEET C2.9 FOR ROADWAY DETAILS.
- SEE SHEET C3.0 & C3.1 FOR LOT GRADING.
- SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2.0%. NO TOLERANCES WILL BE ALLOWED.
- ALL STATION AND OFFSET LABELING RELATED TO EACH SPOT ELEVATIONS ARE REFERENCED TO THE ROAD ALIGNMENT.
- SEE SHEETS C4.0-C4.2 FOR ADDITIONAL STORM WATER INFORMATION.

**KEYNOTES (#)**

- INSTALL 3" ROLLED CURB AND GUTTER PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-702, PROVIDED SHEET C2.9.
- INSTALL 5" WIDE ATTACHED CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-709, PROVIDED SHEET C2.9.
- INSTALL DRIVEWAY APPROACH PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-710B. CONCRETE SHALL BE 6" THICK.
- INSTALL 5" CONCRETE APRON BEHIND DRIVEWAY APPROACH. CONCRETE SHALL BE 6" THICK OVER 4" OF 3" MINUS GRAVEL. APRON SHALL SPAN THE WIDTH OF THE APPROACH (14 FEET).



**REVISIONS**

NO.	DATE	DESCRIPTION
1	12/2/19	REVISIONS PER CITY OF KUNA & ACHD
2	5/6/20	REVISIONS PER CITY OF KUNA & ACHD

**GRAN PRADO SUBDIVISION NO. 2**  
KUNA, IDAHO

**ROADWAY IMPROVEMENT PLANS**  
W. ZAREA ST. PLAN AND PROFILE  
STA. 22+80.00 TO 27+82.48

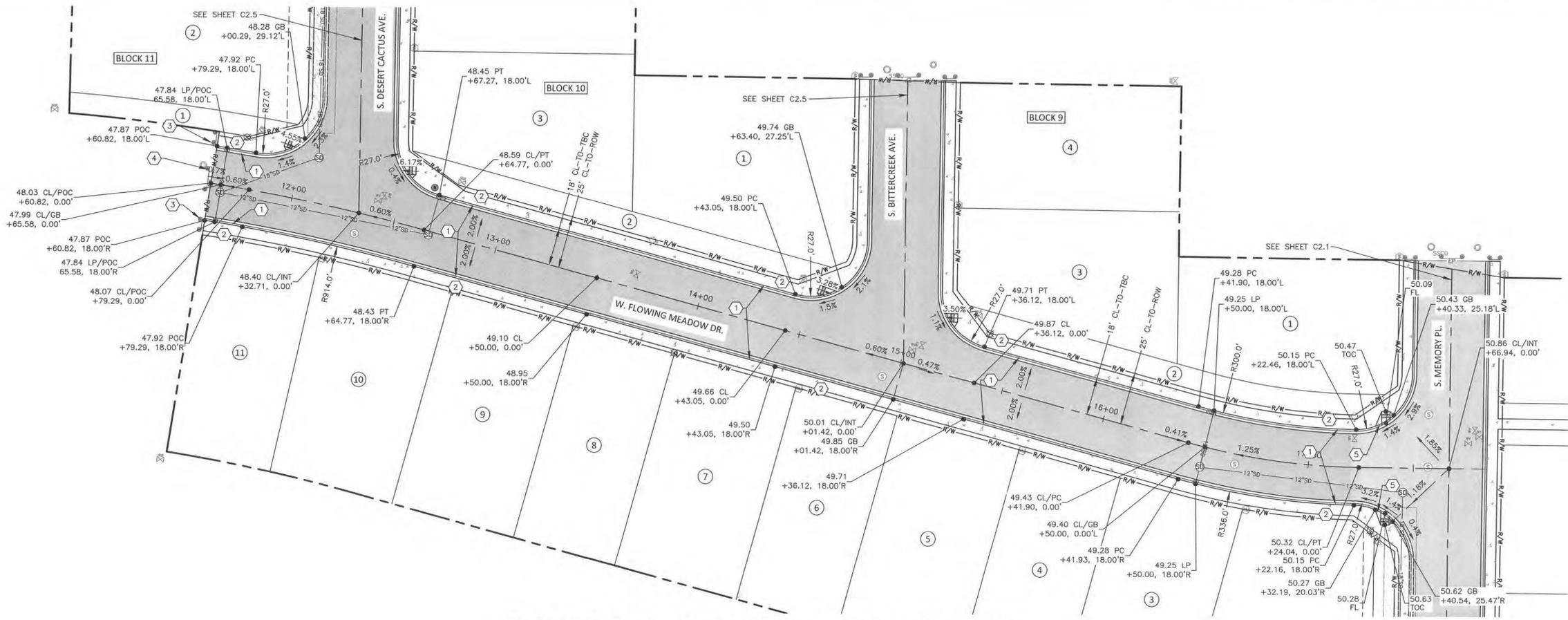
DRAWING STATUS:  
APPROVED FOR CONSTRUCTION

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9233 WEST STATE STREET  
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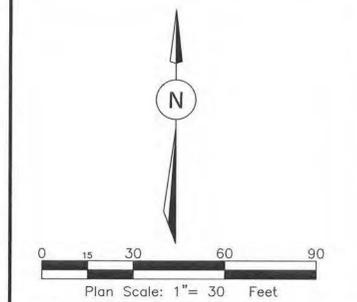
DESIGN BY: RSP  
DRAWN BY: RSP  
CHECKED BY: KPM  
DATE: 8/26/19  
PROJECT: 18-111

SHEET NO.  
C2.3

APPROVED FOR CONSTRUCTION



W. FLOWING MEADOW DR. (STA. 11+60.82 TO 17+66.94)



**SHEET LEGEND**

- ELE. & DESCRIPTION STA., OFFSET SIDE: FINISHED GRADE ELEVATION
- 1.50%: FINISHED GRADE SLOPE
- : GRADE BREAK

**CIVIL ACRONYMS**

ALL GRADES ARE TO TOP BACK OF CURB UNLESS NOTED AS FOLLOWS:

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- SHEET NOTES**
- SEE SHEET C1.1 & C1.2 FOR GENERAL, GRADING, AND ACHD NOTES.
  - SEE SHEET C1.2 FOR TYPICAL ROAD SECTIONS.
  - SEE SHEET C2.9 FOR ROADWAY DETAILS.
  - SEE SHEET C3.0 & C3.1 FOR LOT GRADING.
  - SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2.0%. NO TOLERANCES WILL BE ALLOWED.
  - ALL STATION AND OFFSET LABELING RELATED TO EACH SPOT ELEVATIONS ARE REFERENCED TO THE ROAD ALIGNMENT.
  - SEE SHEETS C4.0-C4.2 FOR ADDITIONAL STORM WATER INFORMATION.

- KEYNOTES (#)**
- INSTALL 3" ROLLED CURB AND GUTTER PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-702, PROVIDED SHEET C2.9.
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  - INSTALL TERMINUS BARRICADE TYPE III PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-1132B. BARRICADES SHALL HAVE THICKENED EDGE ALUMINUM WITH 6" WIDE REFLECTIVE RED/WHITE DIAGONAL DECALS. PAINTED SIGNS NO LONGER ALLOWED. INCLUDE SIGN STATING, "THIS ROAD TO BE EXTENDED IN THE FUTURE."
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**REVISIONS**

NO.	DATE	DESCRIPTION
1	12/2/19	REVISIONS PER CITY OF KUNA & ACHD COMMENTS
2	5/6/20	REVISIONS PER CITY OF KUNA & ACHD

**GRAN PRADO SUBDIVISION NO. 2**  
KUNA, IDAHO  
**ROADWAY IMPROVEMENT PLANS**  
W. FLOWING MEADOW PLAN AND PROFILE  
STA. 11+60.82 TO 17+66.94

DRAWING STATUS:  
APPROVED FOR CONSTRUCTION

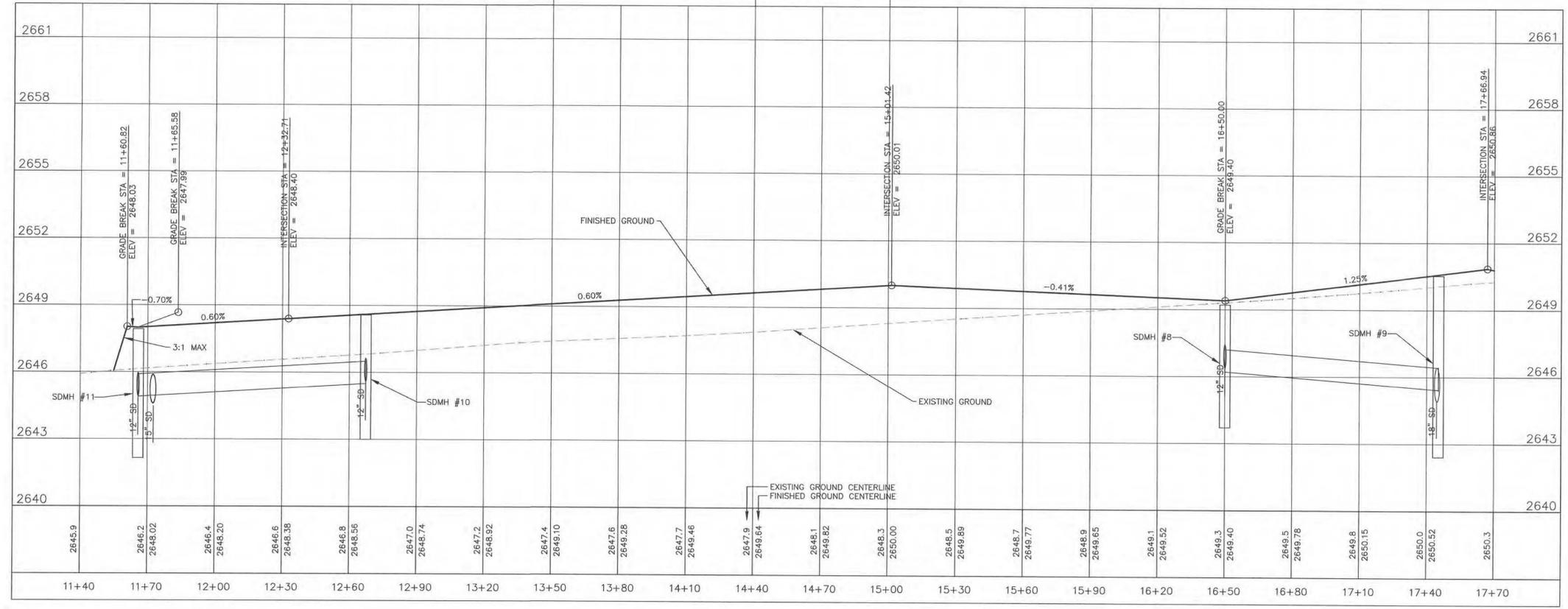


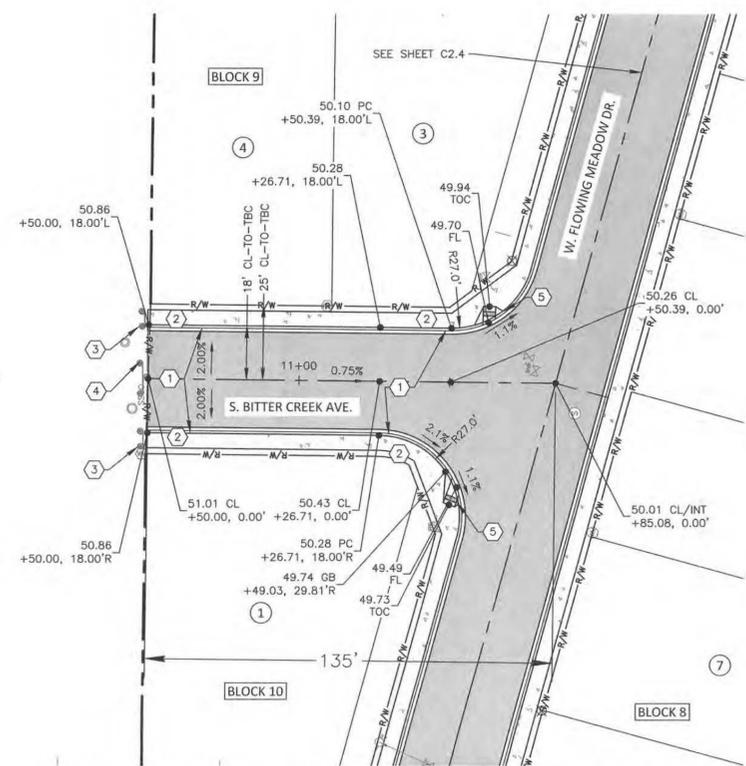
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DRAWN BY: RSP  
CHECKED BY: KPM  
DATE: 8/26/19  
PROJECT: 18-111

SHEET NO.  
C2.4

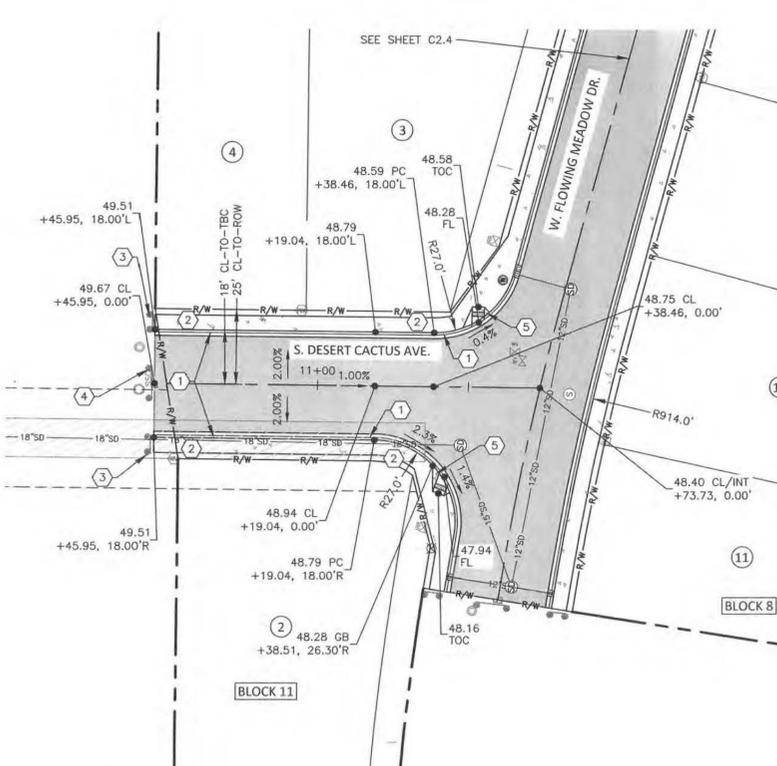
APPROVED FOR CONSTRUCTION

W. FLOWING MEADOW DR. PROFILE SCALE HORIZ: 1" = 30' VERT: 1" = 3'

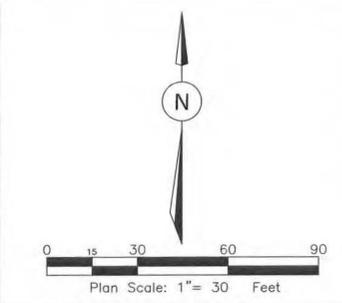
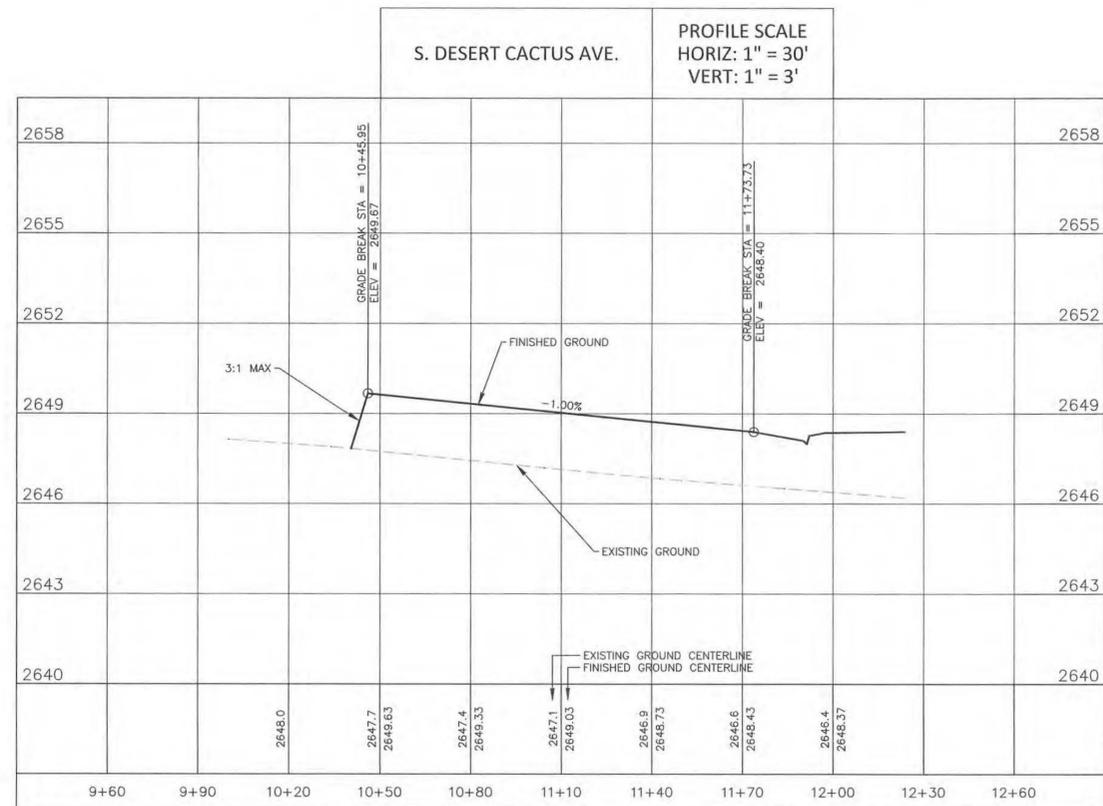
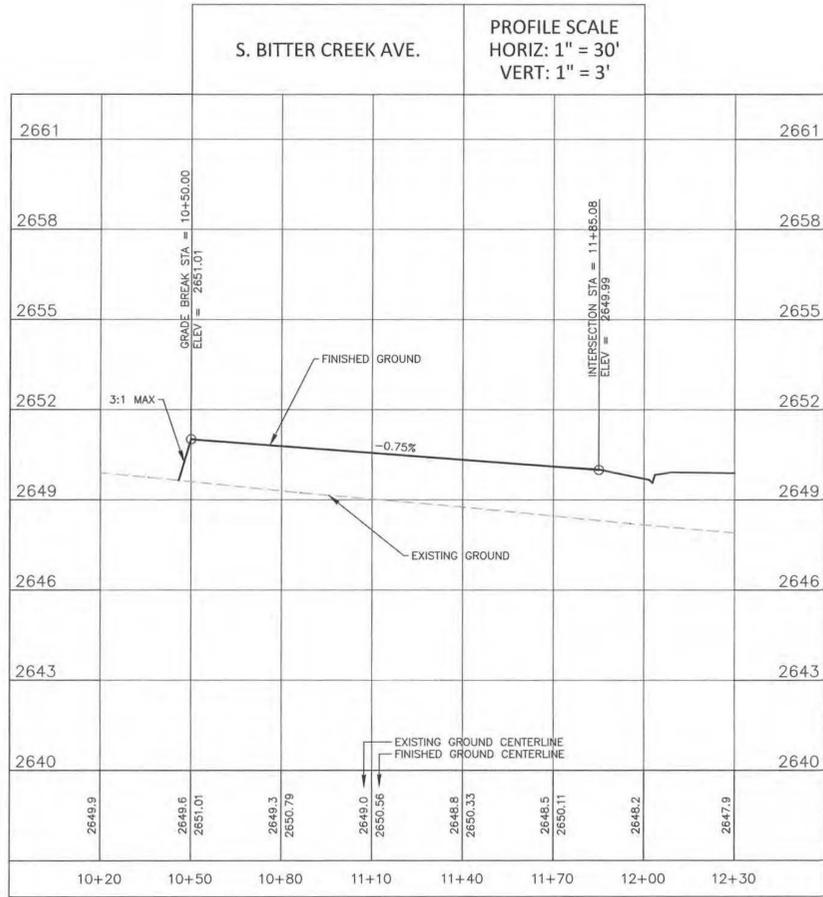




S. BITTER CREEK AVE. (STA. 10+50.00 TO 11+85.08)



S. DESERT CACTUS AVE. (10+45.95 TO 11+73.73)



**SHEET LEGEND**

- ELE. & DESCRIPTION STA., OFFSET SIDE
- FINISHED GRADE ELEVATION
- 1.50%
- FINISHED GRADE SLOPE
- 
- GRADE BREAK

**CIVIL ACRONYMS**

ALL GRADES ARE TO TOP BACK OF CURB UNLESS NOTED AS FOLLOWS:

- STA. - ROADWAY STATION FROM CENTERLINE
- CL - ROADWAY CENTERLINE
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- ELE. - ELEVATION
- L - STATION OFFSET LEFT
- R - STATION OFFSET RIGHT
- TBC - TOP BACK OF CURB
- RM - RM OF STRUCTURE
- LIP - LIP OF GUTTER
- MA - MATCH EXISTING
- SW - SIDEWALK
- EP - EDGE OF PAVEMENT
- FL - FLOW LINE
- TOC - TOP OF CONCRETE
- HP - HIGH POINT
- LP - LOW POINT
- CR - CURB RETURN
- POC - POINT ON CURVE
- INT - INTERSECTION

- SHEET NOTES**
- SEE SHEET C1.1 & C1.2 FOR GENERAL, GRADING, AND ACHD NOTES.
  - SEE SHEET C1.2 FOR TYPICAL ROAD SECTIONS.
  - SEE SHEET C2.9 FOR ROADWAY DETAILS.
  - SEE SHEET C3.0 & C3.1 FOR LOT GRADING.
  - SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2.0%. NO TOLERANCES WILL BE ALLOWED.
  - ALL STATION AND OFFSET LABELING RELATED TO EACH SPOT ELEVATIONS ARE REFERENCED TO THE ROAD ALIGNMENT.
  - SEE SHEETS C4.0-C4.2 FOR ADDITIONAL STORM WATER INFORMATION.

- KEYNOTES**
- INSTALL 3" ROLLED CURB AND GUTTER PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-702, PROVIDED SHEET C2.9.
  - INSTALL 5' WIDE ATTACHED CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-709, PROVIDED SHEET C2.9.
  - INSTALL TERMINUS BARRICADE TYPE II WITH KICK PLATE PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-1132A. BARRICADES SHALL HAVE THICKENED EDGE ALUMINUM WITH 6" WIDE REFLECTIVE RED/WHITE DIAGONAL DECALS. PAINTED SIGNS NO LONGER ALLOWED.
  - INSTALL TERMINUS BARRICADE TYPE III PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-1132B. BARRICADES SHALL HAVE THICKENED EDGE ALUMINUM WITH 6" WIDE REFLECTIVE RED/WHITE DIAGONAL DECALS. PAINTED SIGNS NO LONGER ALLOWED. INCLUDE SIGN STAGING, "THIS ROAD TO BE EXTENDED IN THE FUTURE."
  - INSTALL PEDESTRIAN RAMP TYPE "H2" PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-712H, WITH TRUNCATED DOMES PER ACHD SUPPLEMENTAL DRAWINGS SD-712, PROVIDED SHEET C2.8. DOMES SHALL BE RIGID INSERTS WET-SET INTO THE CONCRETE (CONCRETE STAMP AND ADHESIVE MATS NOT ALLOWED) AND SHALL BE COLORED "TRAFFIC YELLOW".



**REVISIONS**

NO.	DATE	DESCRIPTION
1	12/2/19	REVISIONS PER CITY OF KUNA & ACHD COMMENTS
2	5/6/20	REVISIONS PER CITY OF KUNA & ACHD

**GRAN PRADO SUBDIVISION NO. 2**  
KUNA, IDAHO

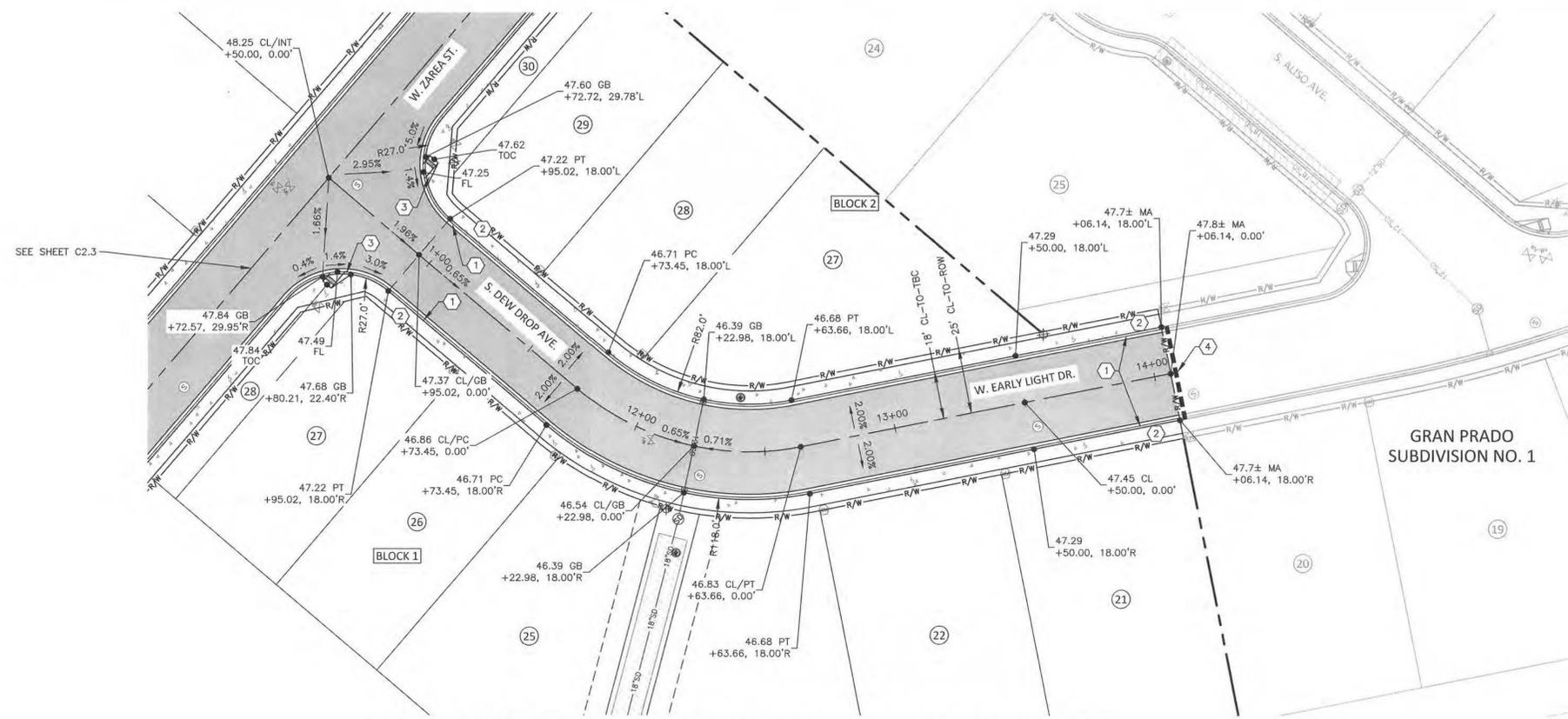
**ROADWAY IMPROVEMENT PLANS**  
S. BITTER CREEK AVE. PLAN AND PROFILE (STA. 10+50.00 TO 11+85.08)  
S. DESERT CACTUS AVE. PLAN AND PROFILE (STA. 10+45.95 TO 11+73.73)

DRAWING STATUS:  
APPROVED FOR CONSTRUCTION

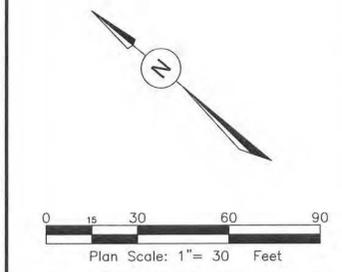
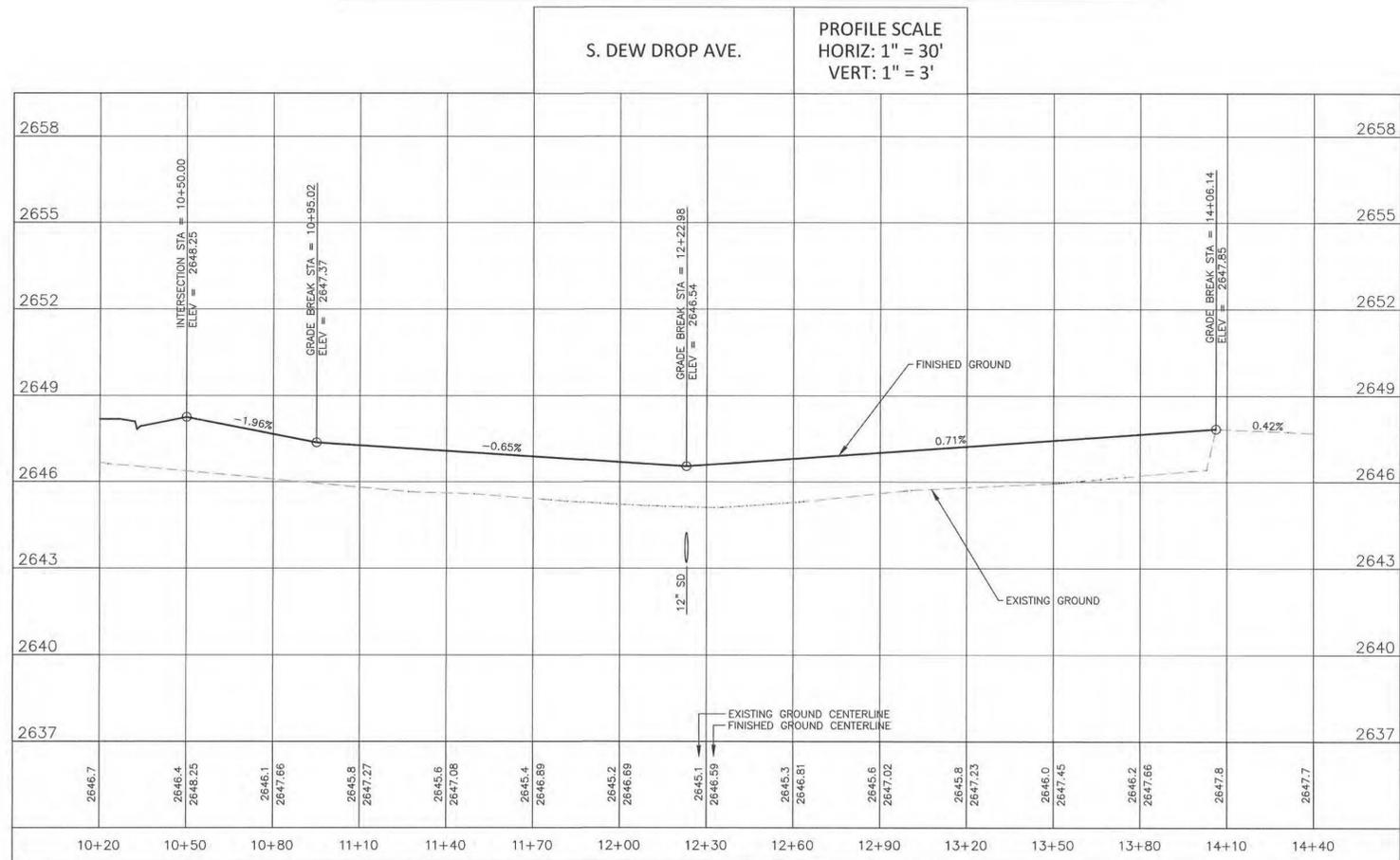


DESIGN BY: RSP  
DRAWN BY: RSP  
CHECKED BY: KPM  
DATE: 8/26/19  
PROJECT: 18-111  
SHEET NO. C2.5

APPROVED FOR CONSTRUCTION



S. DEW DROP AVE./W.ROMERO DR. (STA. 10+50.00 TO 14+06.14)



**SHEET LEGEND**

	ELE. & DESCRIPTION	FINISHED GRADE ELEVATION
	1.50%	FINISHED GRADE SLOPE
	---	GRADE BREAK

**CIVIL ACRONYMS**

ALL GRADES ARE TO TOP BACK OF CURB UNLESS NOTED AS FOLLOWS:

STA.	ROADWAY STATION FROM CENTERLINE
CL	ROADWAY CENTERLINE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
ELE.	ELEVATION
L	STATION OFFSET LEFT
R	STATION OFFSET RIGHT
TBC	TOP BACK OF CURB
RM	RIM OF STRUCTURE
LIP	LIP OF GUTTER
MA	MATCH EXISTING
SW	SIDEWALK
EP	EDGE OF PAVEMENT
FL	FLOW LINE
TOC	TOP OF CONCRETE
HP	HIGH POINT
LP	LOW POINT
CR	CURB RETURN
POC	POINT ON CURVE
INT	INTERSECTION

- SHEET NOTES**
- SEE SHEET C1.1 & C1.2 FOR GENERAL, GRADING, AND ACHD NOTES.
  - SEE SHEET C1.2 FOR TYPICAL ROAD SECTIONS.
  - SEE SHEET C2.9 FOR ROADWAY DETAILS.
  - SEE SHEET C3.0 & C3.1 FOR LOT GRADING.
  - SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2.0%. NO TOLERANCES WILL BE ALLOWED.
  - ALL STATION AND OFFSET LABELING RELATED TO EACH SPOT ELEVATIONS ARE REFERENCED TO THE ROAD ALIGNMENT.
  - SEE SHEETS C4.0-C4.2 FOR ADDITIONAL STORM WATER INFORMATION.

- KEYNOTES**
- INSTALL 3" ROLLED CURB AND GUTTER PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-702, PROVIDED SHEET C2.9.
  - INSTALL 5' WIDE ATTACHED CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-709, PROVIDED SHEET C2.9.
  - INSTALL PEDESTRIAN RAMP TYPE "H2" PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-712H, WITH TRUNCATED DOMES PER ACHD SUPPLEMENTAL DRAWINGS SD-712. PROVIDED SHEET C2.8. DOMES SHALL BE RIGID INSERTS WET-SET INTO THE CONCRETE (CONCRETE STAMP AND ADHESIVE MATS NOT ALLOWED) AND SHALL BE COLORED "TRAFFIC YELLOW".
  - SAWCUT 2" MINIMUM INTO EXISTING PAVEMENT AND PAVEMENT PATCH PER ISPCW SD-303 AND ACHD REQUIREMENTS.

**REVISIONS**

NO.	DATE	DESCRIPTION
1	12/21/19	REVISIONS PER CITY OF KUNA & ACHD COMMENTS
2	5/6/20	REVISIONS PER CITY OF KUNA & ACHD

**GRAN PRADO SUBDIVISION NO. 2**  
KUNA, IDAHO

**ROADWAY IMPROVEMENT PLANS**  
S. DEW DROP AVE./W. ROMERO DR. PLAN AND PROFILE  
STA. 10+50.00 TO 14+06.14

DRAWING STATUS:  
APPROVED FOR CONSTRUCTION

**km ENGINEERING**  
ENGINEERS . SURVEYORS . PLANNERS  
9233 WEST STATE STREET  
BOISE, IDAHO 83714  
PHONE (208) 639-6939  
FAX (208) 639-6930

DESIGN BY:	RSP
DRAWN BY:	RSP
CHECKED BY:	KPM
DATE:	8/26/19
PROJECT:	18-111

SHEET NO.  
C2.6

APPROVED FOR CONSTRUCTION

P:\18111\CAD\CONSTRUCTION\18111\ROADWAY.DWG, SCOTT PHILLAMAN, 5/6/2020, DWG TO PDF.PCL, --



NO.	DATE	REVISIONS
1	12/21/19	REVISIONS SPECIFIC TO KUNA & ACHD COMMENTS
2	5/6/20	REVISIONS PER CITY OF KUNA & ACHD

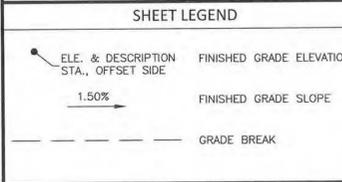
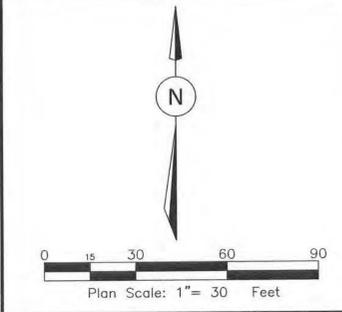
**GRAN PRADO SUBDIVISION NO. 2**  
**KUNA, IDAHO**  
**ROADWAY IMPROVEMENT PLANS**  
**W. ZAREA DR. PLAN AND PROFILE (STA. 10+43.74 TO 11+75.10)**  
**W. BALLARD DR. PLAN AND PROFILE (STA. 10+50.00 TO 13+07.17)**

**DRAWING STATUS:**  
**APPROVED FOR CONSTRUCTION**



DESIGN BY: RSP  
DRAWN BY: RSP  
CHECKED BY: KPM  
DATE: 8/26/19  
PROJECT: 18-111  
**SHEET NO. C2.7**

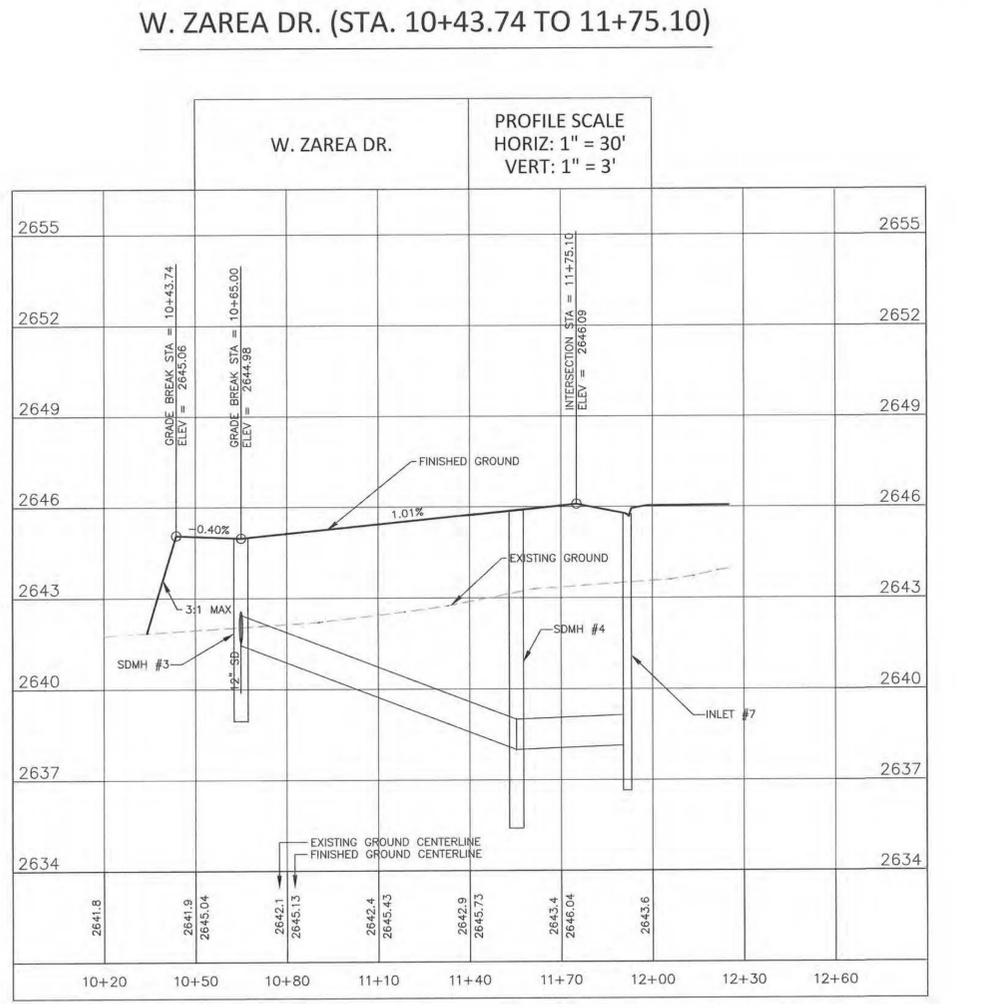
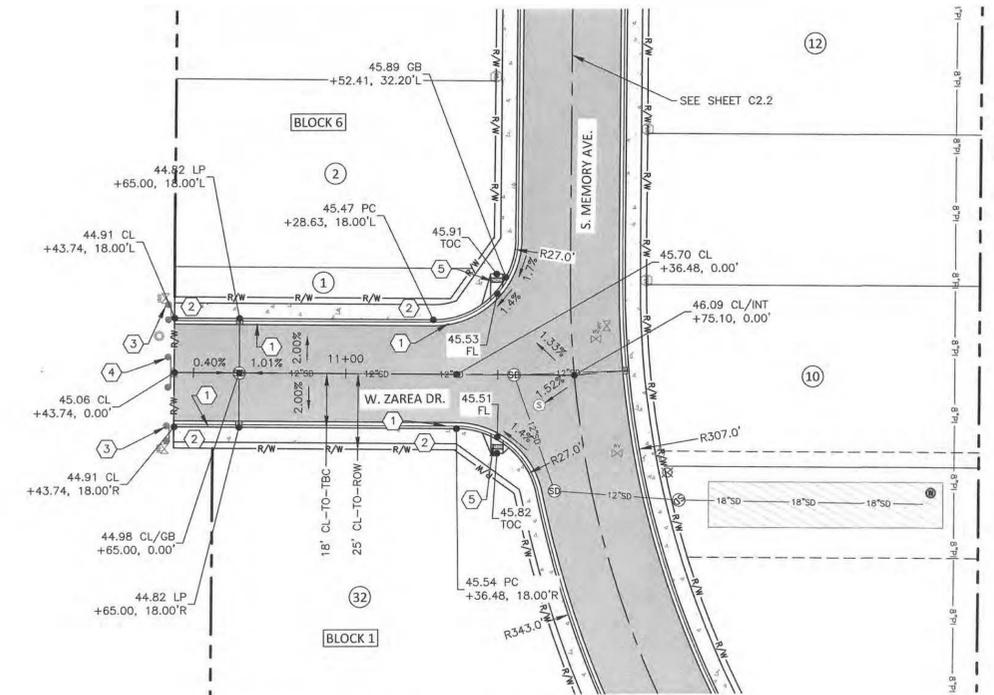
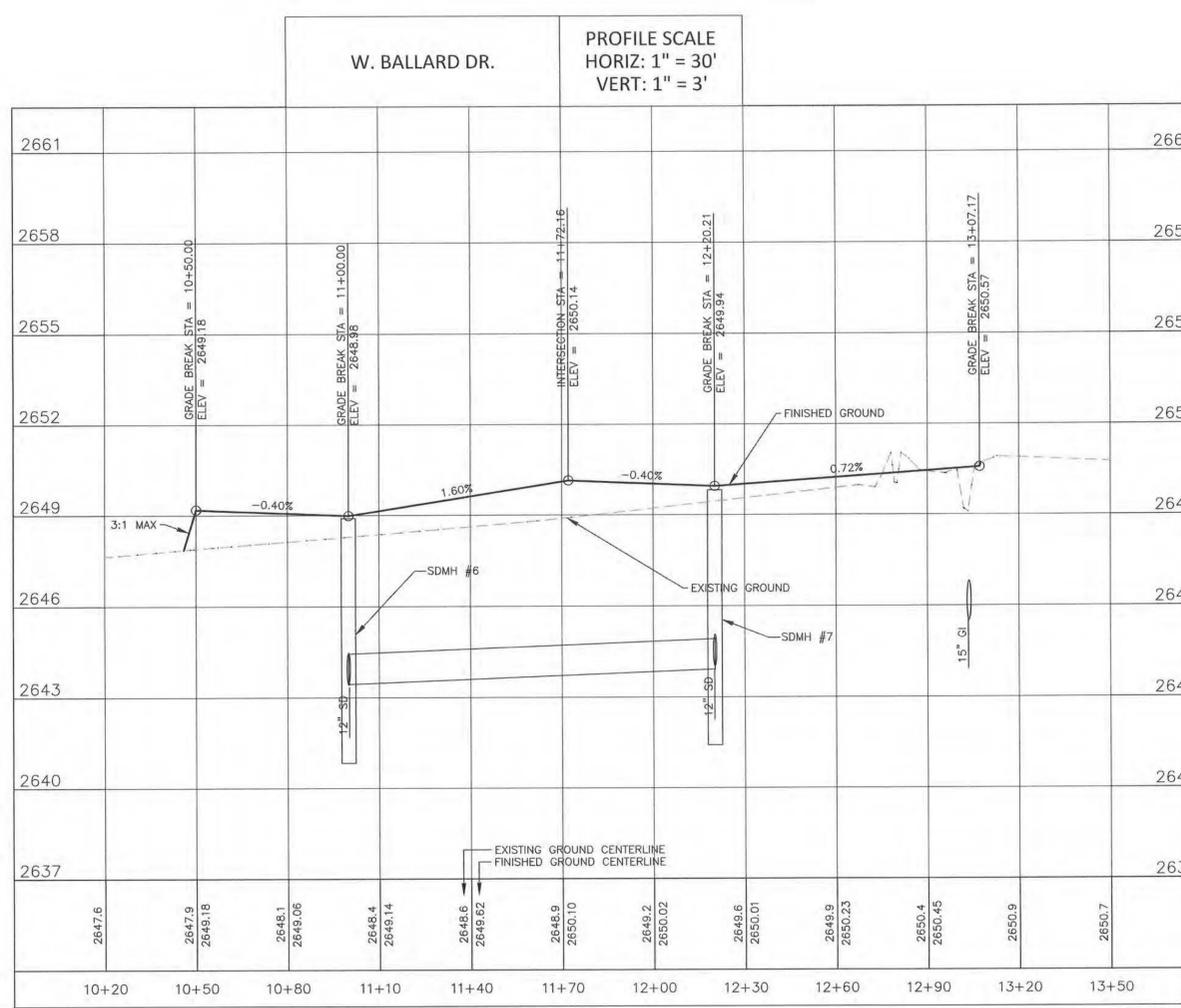
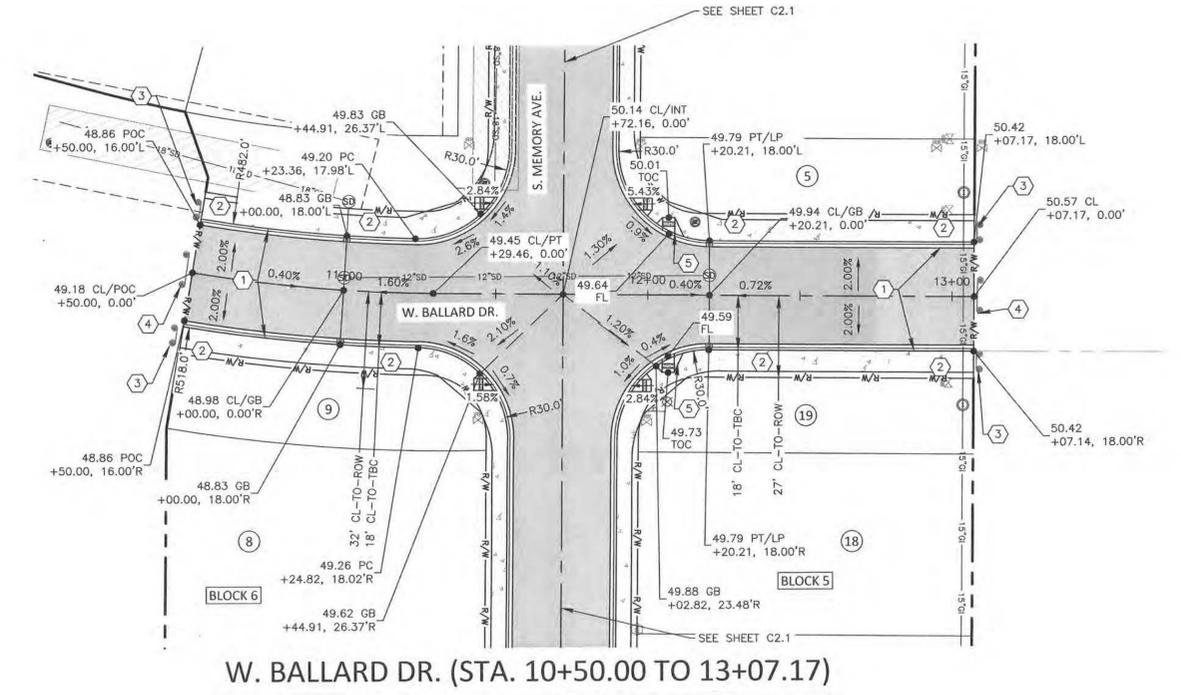
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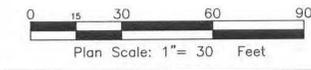
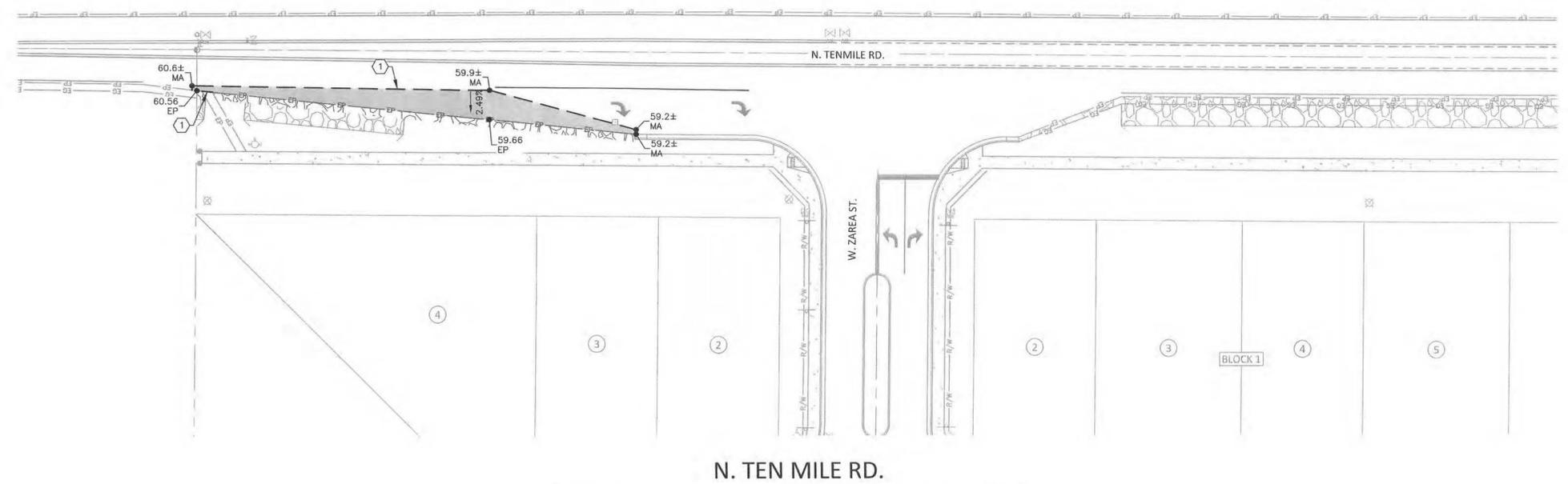


- CIVIL ACRONYMS**
- ALL GRADES ARE TO TOP BACK OF CURB UNLESS NOTED AS FOLLOWS:
- STA. - ROADWAY STATION FROM CENTERLINE
  - CL - ROADWAY CENTERLINE
  - PC - POINT OF CURVATURE
  - PT - POINT OF TANGENCY
  - ELE. - ELEVATION
  - L - STATION OFFSET LEFT
  - R - STATION OFFSET RIGHT
  - TBC - TOP BACK OF CURB
  - RIM - RIM OF STRUCTURE
  - LIP - LIP OF GUTTER
  - MA - MATCH EXISTING
  - SW - SIDEWALK
  - EP - EDGE OF PAVEMENT
  - FL - FLOW LINE
  - TDC - TOP OF CONCRETE
  - HP - HIGH POINT
  - LP - LOW POINT
  - CR - CURB RETURN
  - POC - POINT ON CURVE
  - INT - INTERSECTION

- SHEET NOTES**
- SEE SHEET C1.1 & C1.2 FOR GENERAL, GRADING, AND ACHD NOTES.
  - SEE SHEET C1.2 FOR TYPICAL ROAD SECTIONS.
  - SEE SHEET C2.9 FOR ROADWAY DETAILS.
  - SEE SHEET C3.0 & C3.1 FOR LOT GRADING.
  - SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2.0%. NO TOLERANCES WILL BE ALLOWED.
  - ALL STATION AND OFFSET LABELING RELATED TO EACH SPOT ELEVATIONS ARE REFERENCED TO THE ROAD ALIGNMENT.
  - SEE SHEETS C4.0-C4.2 FOR ADDITIONAL STORM WATER INFORMATION.

- KEYNOTES (#)**
- INSTALL 3" ROLLED CURB AND GUTTER PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-702, PROVIDED SHEET C2.9.
  - INSTALL 5' WIDE ATTACHED CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-709, PROVIDED SHEET C2.9.
  - INSTALL TERMINUS BARRICADE TYPE II WITH KICK PLATE PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-1132A. BARRICADES SHALL HAVE THICKENED EDGE ALUMINUM WITH 6" WIDE REFLECTIVE RED/WHITE DIAGONAL DECALS. PAINTED SIGNS NO LONGER ALLOWED.
  - INSTALL TERMINUS BARRICADE TYPE III PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-1132B. BARRICADES SHALL HAVE THICKENED EDGE ALUMINUM WITH 6" WIDE REFLECTIVE RED/WHITE DIAGONAL DECALS. PAINTED SIGNS NO LONGER ALLOWED. INCLUDE SIGN STATING, "THIS ROAD TO BE EXTENDED IN THE FUTURE."
  - INSTALL PEDESTRIAN RAMP TYPE "H2" PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-712H, WITH TRUNCATED DOMES PER ACHD SUPPLEMENTAL DRAWINGS SD-712, PROVIDED SHEET C2.8. DOMES SHALL BE RIGID INSERTS, WET-SET INTO THE CONCRETE (CONCRETE STAMP AND ADHESIVE MATS NOT ALLOWED) AND SHALL BE COLORED "TRAFFIC YELLOW".





**SHEET LEGEND**

- ELE. & DESCRIPTION STA., OFFSET SIDE FINISHED GRADE ELEVATION
- 1.50% FINISHED GRADE SLOPE
- GRADE BREAK

**CIVIL ACRONYMS**

- ALL GRADES ARE TO TOP BACK OF CURB UNLESS NOTED AS FOLLOWS:
- STA. — ROADWAY STATION FROM CENTERLINE
  - CL — ROADWAY CENTERLINE
  - PC — POINT OF CURVATURE
  - PT — POINT OF TANGENCY
  - ELE. — ELEVATION
  - L — STATION OFFSET LEFT
  - R — STATION OFFSET RIGHT
  - TBC — TOP BACK OF CURB
  - RIM — RIM OF STRUCTURE
  - LIP — LIP OF GUTTER
  - MA — MATCH EXISTING
  - SW — SIDEWALK
  - EP — EDGE OF PAVEMENT
  - FL — FLOW LINE
  - TOC — TOP OF CONCRETE
  - HP — HIGH POINT
  - LP — LOW POINT
  - CR — CURB RETURN
  - POC — POINT ON CURVE
  - INT — INTERSECTION

**SHEET NOTES**

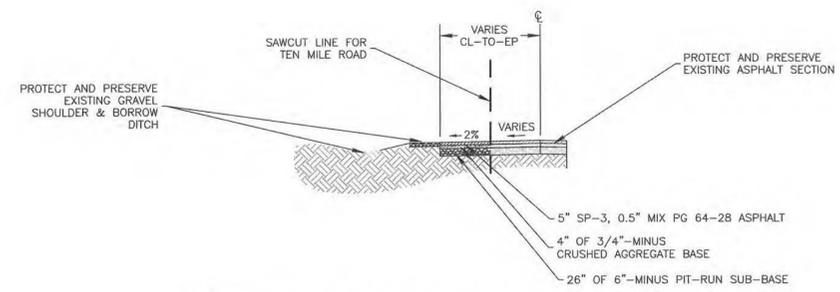
- A. SEE SHEET C1.1 & C1.2 FOR GENERAL, GRADING, AND ACHD NOTES.
- B. SEE SHEET C1.2 FOR TYPICAL ROAD SECTIONS.
- C. SEE SHEET C2.9 FOR ROADWAY DETAILS.
- D. SEE SHEET C3.0 & C3.1 FOR LOT GRADING.
- E. SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2.0%. NO TOLERANCES WILL BE ALLOWED.
- F. ALL STATION AND OFFSET LABELING RELATED TO EACH SPOT ELEVATIONS ARE REFERENCED TO THE ROAD ALIGNMENT.
- G. SEE SHEETS C4.0-C4.2 FOR ADDITIONAL STORM WATER INFORMATION.

**KEYNOTES (#)**

1. SAWCUT (2' MINIMUM INTO EXISTING PAVEMENT) AND PAVEMENT PATCH PER ISFMC SD-301, SD-303, SD-806, AND ACHD REQUIREMENTS.

REVISIONS	
NO.	DATE
1	12/2/19
2	5/6/20

**GRAN PRADO SUBDIVISION NO. 2**  
**KUNA, IDAHO**  
**ROADWAY IMPROVEMENT PLANS**  
**N. TEN MILE RD. IMPROVEMENTS**



NOTE:  
1. CONSTRUCT ROADWAY PER DETAIL OR MATCH EXISTING PAVEMENT SECTION, WHICH EVER IS GREATER.

**TYPICAL ROAD SECTION (N. TEN MILE RD. EAST SIDE WIDENING)**

NTS

DRAWING STATUS:

APPROVED FOR CONSTRUCTION



DESIGN BY:	RSP
DRAWN BY:	RSP
CHECKED BY:	KPM
DATE:	8/26/19
PROJECT:	18-111

SHEET NO.  
**C2.8**

APPROVED FOR CONSTRUCTION



**NOTES:**

- (A) GRADE AND ALIGNMENT TO BE ESTABLISHED OR APPROVED BY THE ENGINEER AND THE PUBLIC AGENCY HAVING JURISDICTION.
- (B) BASE: 4-INCH COMPACTED DEPTH OF 3/4-INCH MINUS CRUSHED AGGREGATE BASE MATERIAL PLACED AS SPECIFIED AND PAID UNDER SECTION-802 ISPW, COMPACTED TO EXCEED 92% OF STANDARD PROCTOR.
- (C) SUBBASE: PLACE TO LENGTH BEHIND CURB AS SHOWN IN ABOVE FOR AGGREGATE BASE MATERIAL. PLACEMENT DEPTH PER PLAN OR AS DIRECTED AND PAID UNDER SECTION-801 ISPW; COMPACTION SHALL MEET REQUIREMENTS OF SECTION 801-ISPW.
- (D) CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS AT 10-FOOT MAXIMUM SPACING (OR CONSISTENT WITH 2x SIDEWALK WIDTH FOR SCORE SPACING).
- (E) MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPW SPECIFICATIONS.
- (F) BACKFILL AS PER SECTION 706.
- (G) SECURE RIGHT-OF-WAY PERMIT BEFORE BEGINNING CONSTRUCTION IN PUBLIC RIGHT-OF-WAY.
- (H) USE ROLLED CURB IN RESIDENTIAL AREAS WHEN LOCAL JURISDICTION REQUIRES VERTICAL CURB AT INTERSECTIONS. VERTICAL CURB LENGTH TO BE FULL RADIUS PLUS 5 FEET AT EACH END. TRANSITION LENGTH FROM ROLLED CURB TO VERTICAL CURB 2 FEET.

2017 ACHD REVISION	IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ACHD SUPPLEMENT)	3" ROLLED CURB AND GUTTER	STANDARD DRAWING NO. SD-702
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**NOTES:**

- (A) LOCATION GRADE AND WIDTH TO BE ESTABLISHED OR APPROVED BY THE OWNER.
- (B) BASE TO BE COMPACTED TO EXCEED 90% OF STANDARD DENSITY.
- (C) SLOPE SIDEWALK TOWARD THE STREET NOT TO EXCEED 1.75% ± 0.25% UNLESS OTHERWISE SPECIFIED BY THE OWNER.
- (D) SCORE AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING.
- (E) 1/2" TRANSVERSE PERFORMED BY MANUJOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS. PLACE 1/2" EXPANSION JOINT MATERIAL ALONG THE BACK OF WALK THE FULL LENGTH.
- (F) DRIVEWAY APPROACH ACROSS PLANTER STRIP TO BE 5" MINIMUM CONCRETE OVER 4" OF 3/4" MINUS CRUSHED BASE.

2017 ACHD REVISION	IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ACHD SUPPLEMENT)	CONCRETE SIDEWALK	STANDARD DRAWING NO. SD-709
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**NOTES:**

- (A) APPROACH TO CONFORM TO THE LATEST A.A.A. STANDARDS.
- (B) INSTALL EXPANSION JOINT AT TIP OF APPROACH WINGS AND WHERE SIDEWALK CHANGES THICKNESS.
- (C) BASE TO BE 4" THICKNESS OF 3/4" MINUS CRUSHED AGGREGATE PER SECTION = 802.
- (D) RESIDENTIAL APPROACHES SHALL BE CONSTRUCTED WITH CONCRETE 5" THICK FROM TIP OF WING TO TIP OF WING UP TO THE EXPANSION JOINT. WHEN SIDEWALK IS SEPARATE FROM CURB THE SIDEWALK IMMEDIATELY BEHIND THE APPROACH THROAT SHALL BE 5" THICK ALSO.
- (E) COMMERCIAL APPROACH THROAT WIDTH SET BY POLICY AND APPLICATION. ALL CONCRETE TO BE 6" THICK FROM TIP OF WING TO TIP OF WING UP TO THE EXPANSION JOINT. WHEN SIDEWALK IS SEPARATE FROM CURB THE SIDEWALK IMMEDIATELY BEHIND THE APPROACH THROAT SHALL BE 6" THICK ALSO.
- (F) ALL CONCRETE SHALL BE CLASS 3000 PER SECTION = 703.
- (G) SIDEWALK WIDTH MAY VARY.

2017 ACHD REVISION	IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ACHD SUPPLEMENT)	CONCRETE DRIVEWAY WITH RAMPED SIDEWALK	STANDARD DRAWING NO. SD-710B
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### DETACHED SIDEWALKS

**NOTES:**

- (A) RAMP FOR CORNERS WITH A MIN. 15' RADIUS AND USING ROLLED CURB.
- (B) RAMP IS CONTAINED WITHIN THE CURB RADIUS.
- (C) RAMP DIMENSIONS, MINIMUM DIMENSION INDICATED MUST ALSO MEET SLOPE CRITERIA IDENTIFIED ABOVE. CURB TYPE = STANDARD 3" ROLLED PER ISPW 50-702. THROAT DEPTH = 4" FROM FACE OF CURB. THROAT WIDTH = 4" MIN. WING = 3' TRAVERSABLE. WING = 1.5' NON TRAVERSABLE.
- (D) RAMP REQUIRE A MINIMUM 4'x4' LANDING IN SIDEWALK @ 1.5% ± 0.5% (2% Min. Slope).
- (E) RAMP SHALL NOT EXCEED 12:1 (8.3%) SLOPE & TRAVERSABLE WINGS 10:1 (10%).
- (F) NON TRAVERSABLE AREA - PATTERNEDED CONCRETE, ASPHALT, GRAVEL, ETC.
- (G) 4" x 4" FLAT STREET SIDE LANDING - CONCRETE FLEET IS REQUIRED (AS SHOWN). CONCRETE FLEET MUST HAVE A THICKNESS OF 8" AS SHOWN ON SD-705.
- (H) CURB IS NOT REQUIRED TO BE FULL-HEIGHT.

2017 ACHD REVISION	IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ACHD SUPPLEMENT)	PEDESTRIAN RAMP TYPE "H" FOR ROLLED CURB	STANDARD DRAWING NO. SD-712H
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**NOTES:**

- (A) GRADE AND ALIGNMENT TO BE ESTABLISHED OR APPROVED BY THE ENGINEER AND THE PUBLIC AGENCY HAVING JURISDICTION.
- (B) BASE: 4-INCH COMPACTED DEPTH OF 3/4-INCH MINUS CRUSHED AGGREGATE BASE MATERIAL PLACED AS SPECIFIED AND PAID UNDER SECTION-802 ISPW, COMPACTED TO EXCEED 92% OF STANDARD PROCTOR.
- (C) SUBBASE: PLACE TO LENGTH BEHIND CURB AS SHOWN IN ABOVE FOR AGGREGATE BASE MATERIAL. PLACEMENT DEPTH PER PLAN OR AS DIRECTED AND PAID UNDER SECTION-801 ISPW; COMPACTION SHALL MEET REQUIREMENTS OF SECTION 801-ISPW.
- (D) CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS AT 10-FOOT MAXIMUM SPACING (OR CONSISTENT WITH 2x SIDEWALK WIDTH FOR SCORE SPACING).
- (E) MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPW SPECIFICATIONS.
- (F) BACKFILL AS PER SECTION-706.
- (G) SECURE RIGHT-OF-WAY PERMIT BEFORE BEGINNING CONSTRUCTION IN PUBLIC RIGHT-OF-WAY.
- (H) STANDARD CURB TO BE USED ON:
  - COLLECTOR AND ARTERIAL STREETS, UNLESS OTHERWISE INDICATED.
  - ALL RAMP PLUS 5-FOOT EACH END WITH 2-FOOT TRANSITION TO ROLL CURB.
  - TO MATCH EXISTING CURBS.
  - SEE SD-709 FOR CURB CONSTRUCTION WHEN SIDEWALK IS INCLUDED.

2017 ACHD REVISION	IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ACHD SUPPLEMENT)	6" VERTICAL CURB AND GUTTER	STANDARD DRAWING NO. SD-701
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REVISIONS	
NO.	DATE
1	12/2/19
2	5/6/20

NO.	ITEM	REVISIONS PER CITY OF KUNA & ACHD COMMENTS
1		
2		

GRAN PRADO SUBDIVISION NO. 2  
KUNA, IDAHO  
ROADWAY IMPROVEMENT PLANS  
DETAILS

DRAWING STATUS:  
APPROVED FOR CONSTRUCTION

DESIGN BY:	RSP
DRAWN BY:	RSP
CHECKED BY:	KPM
DATE:	8/26/19
PROJECT:	18-111
SHEET NO.	C2.9

APPROVED FOR CONSTRUCTION



N

0 25 50 100 150

Plan Scale: 1" = 50 Feet

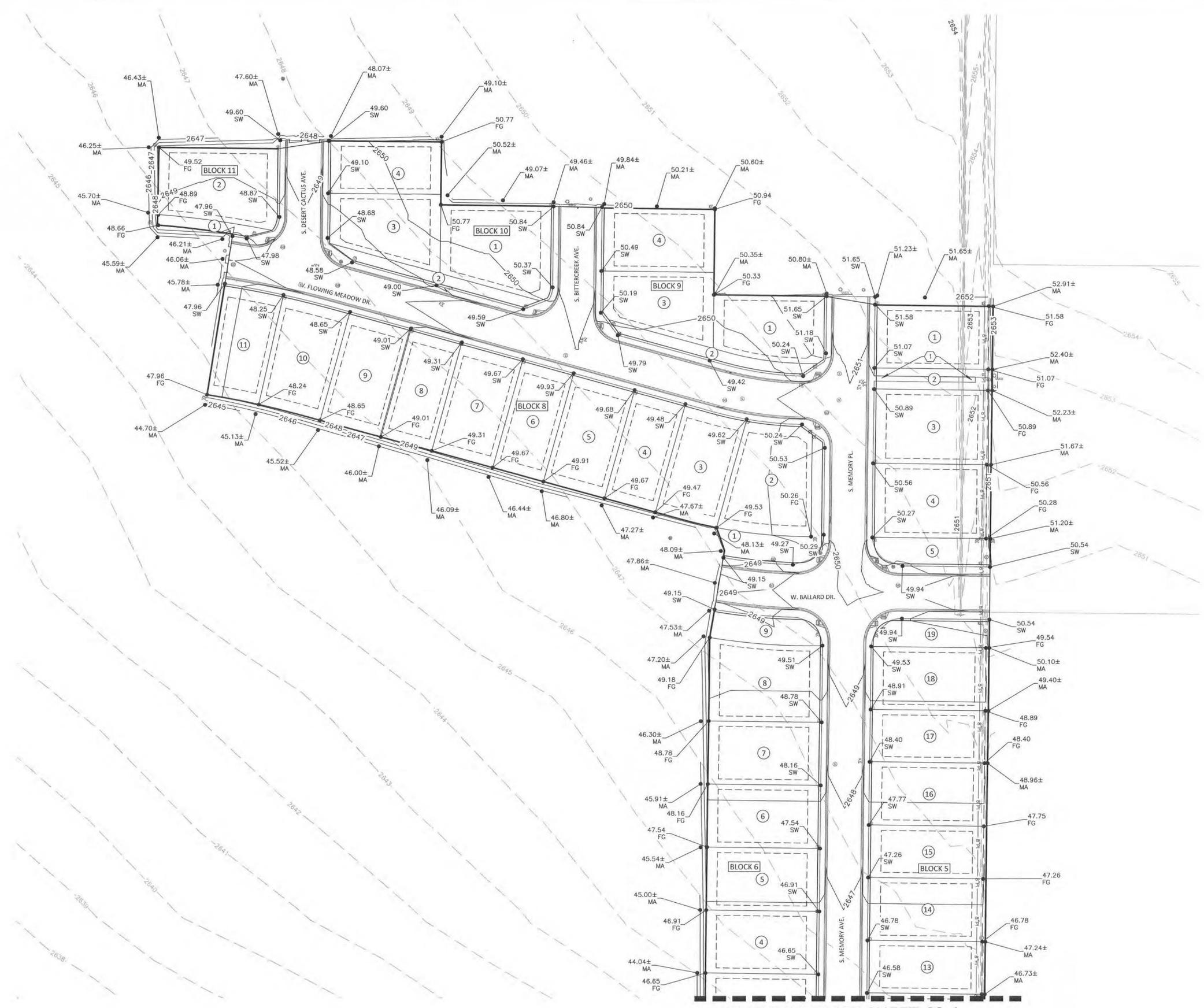
REVISIONS	
NO.	ITEM
1	REVISIONS PER CITY OF KUNA & ACHD COMMENTS
2	REVISIONS PER CITY OF KUNA & ACHD

GRADING LEGEND	
	FINISHED GRADE ELEVATION
	FINISHED GRADE SLOPE
	FINISHED GRADE CONTOUR
	EXISTING GRADE CONTOUR
	GRADE BREAK

CIVIL ACRONYMS	
ALL GRADES ARE TO TOP BACK OF CURB UNLESS NOTED AS FOLLOWS:	
STA:	ROADWAY STATION FROM CENTERLINE
CL:	ROADWAY CENTERLINE
PC:	POINT OF CURVATURE
PT:	POINT OF TANGENCY
ELEV:	ELEVATION
L:	STATION OFFSET LEFT
R:	STATION OFFSET RIGHT
TBC:	TOP BACK OF CURB
LIP:	LIP OF GUTTER
FG:	FINISHED GRADE

SHEET NOTES	
1.	SEE SHEET C1.2 FOR TYPICAL ROAD SECTIONS.
2.	SEE SHEET C1.1 AND C1.2 FOR GENERAL AND GRADING NOTES.

KEYNOTES	
1.	INSTALL 5" WIDE DETACHED CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-709, PROVIDED SHEET C2.8.



**GRAN PRADO SUBDIVISION NO. 2**  
**KUNA, IDAHO**  
**GRADING IMPROVEMENT PLANS**

DRAWING STATUS:  
**APPROVED FOR CONSTRUCTION**



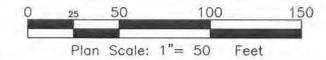
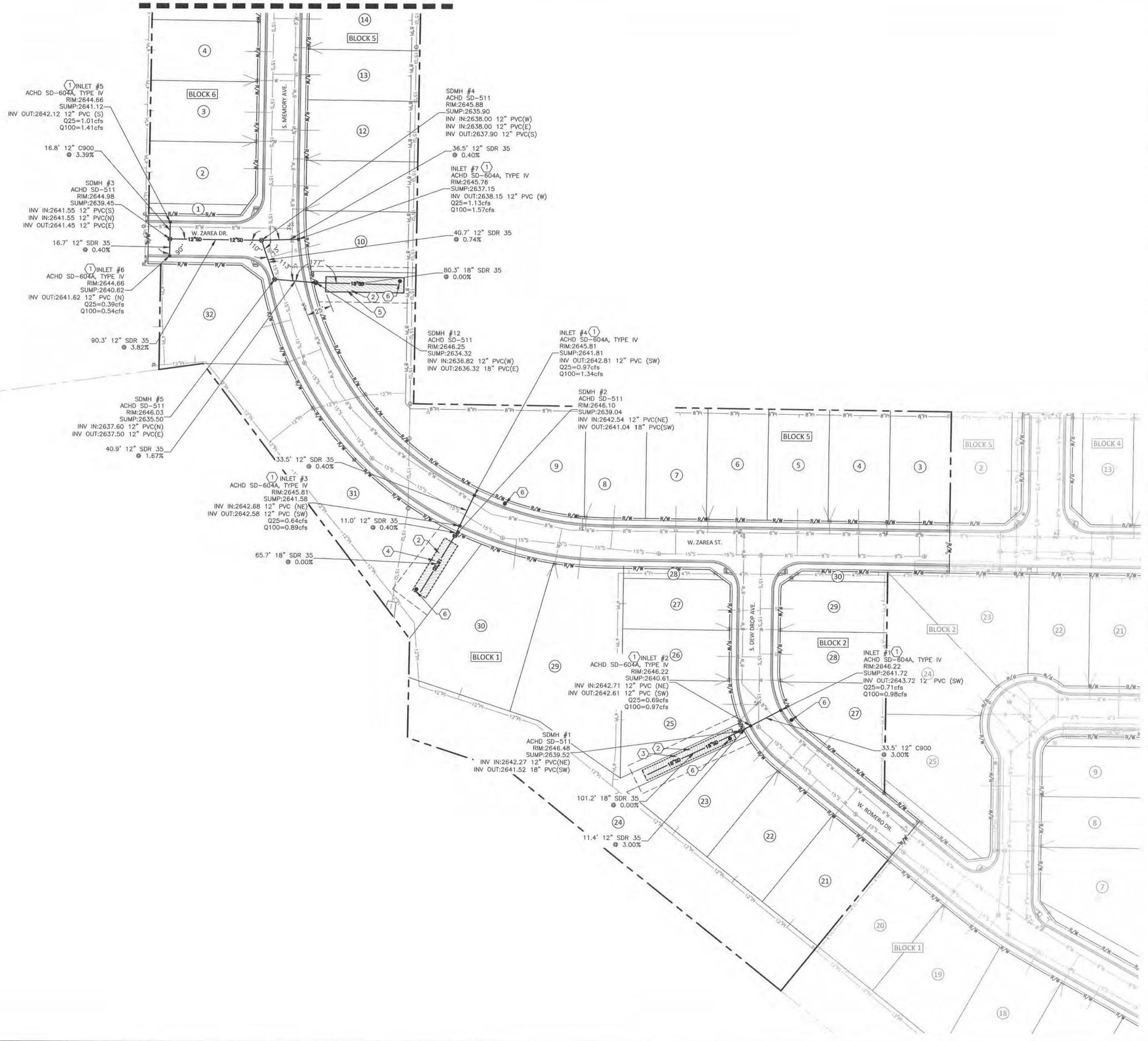
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PROJECT:	18-111
SHEET NO.	C3.0

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MATCHLINE SEE SHEET C3.1



SEE SHEET C4.1



**SHEET NOTES**

- A. SEE SHEET C1.1 AND C1.2 FOR GENERAL, ACHD, AND UTILITY NOTES.
- B. SEE SHEET C4.1 AND C4.2 FOR STORM WATER DETAILS.
- C. REFER TO THE GEOTECHNICAL REPORT PREPARED BY SITE CONSULTING, LLC, DATED AUGUST 15, 2017. GROUNDWATER IS EXPECTED TO REMAIN AT OR BELOW A DEPTH OF APPROXIMATELY 60' BELOW EXISTING GROUND. CONTACT DESIGN ENGINEER FOR SEEPAGE BED REDESIGN IF GROUNDWATER IS ENCOUNTERED ABOVE MAX HSGW ELEVATION.
- D. PROVIDE WATER-TIGHT SEALS AT PIPING ENTRANCES/EXITS FOR STORM DRAIN MANHOLES AND CATCH BASINS.
- E. ALL STORM PIPE WITHIN ROW SHALL BE C900 WHERE COVER OVER PIPE IS LESS THAN 2 FEET. OUTSIDE OF ROW OR WHERE COVER IS GREATER THAN 2 FEET THE STORM PIPE SHALL BE SDR-35 PIPE OR APPROVED EQUAL. FLOWABLE FILL SHALL BE USED WHEN LESS THAN 5- FEET OF SEPARATION BETWEEN STRUCTURES.
- F. ALL DRAINAGE STRUCTURES SHALL BE PER ISPPWC STANDARDS AND THE ACHD SUPPLEMENTS TO THE ISPPWC. STORM DRAIN STRUCTURES SHALL HAVE HS-25 TRAFFIC RATED LIDS UNLESS OTHERWISE SPECIFIED.
- G. THE CONTRACTOR SHALL COMPLY WITH ALL THE REQUIREMENTS FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY. THIS INCLUDES IMPLEMENTING THE BMP'S RECOMMENDED IN THE SWPP PLAN PREPARED FOR THIS SITE. REGULAR SITE INSPECTIONS, DOCUMENTATION OF MODIFICATIONS TO THE SWPPF AND OTHER REQUIREMENTS AS SET FORTH IN THE NPDES GENERAL PERMIT.
- H. ALL CHANGES REQUIRE APPROVAL BY THE DESIGN ENGINEER AND ACHD.
- I. THE CONTRACTOR SHALL PROVIDE AND INSTALL STORM DRAIN MONUMENTS TO IDENTIFY ALL STORM DRAIN MANHOLES, SEDIMENT BOXES, DROP INLETS, AND OTHER PIPE JUNCTIONS OR TERMINUSES IN ACCORDANCE WITH SECTION 8018 OF THE ACHD DEVELOPMENT POLICY MANUAL AND ISPPWC SD-623.

**KEYNOTES**

- 1. INSTALL INLET CATCH BASIN TYPE IV (ROLLED CURB) PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-604A, OR APPROVED EQUIVALENT.
- 2. CONTRACTOR SHALL COORDINATE WITH ACHD INSPECTION FOR PLACEMENT OF ELECTRONIC MARKERS AT EACH CORNER OF SEEPAGE BEDS PRIOR TO BACKFILLING. ACHD IS CURRENTLY SUPPLYING THE DEVICES.
- 3. INSTALL SEEPAGE BED #1 PER ACHD STANDARD DRAWING BMP-20 PROVIDED SHEET C4.1. SEE ADDITIONAL SEEPAGE BED DETAIL SHEET C4.2 FOR MORE INFORMATION. (11' W x 5.8' D x 97' L)
- 4. INSTALL SEEPAGE BED #2 PER ACHD STANDARD DRAWING BMP-20 PROVIDED SHEET C4.1. SEE ADDITIONAL SEEPAGE BED DETAIL SHEET C4.2 FOR MORE INFORMATION. (15' W x 8' D x 61' L)
- 5. INSTALL SEEPAGE BED #3 PER ACHD STANDARD DRAWING BMP-20 PROVIDED SHEET C4.1. SEE ADDITIONAL SEEPAGE BED DETAIL SHEET C4.2 FOR MORE INFORMATION. (15' W x 10' D x 77' L)
- 6. INSTALL GROUND WATER OBSERVATION WELL PER ACHD SD-627 PROVIDED SHEET C4.2. INSTALL WITHIN THE INFILTRATION BED 5' FROM THE END AND OUTSIDE OF BED A MINIMUM OF 20' FROM THE PERIMETER OF THE BED.



NO.	DATE	REVISIONS PER CITY OF KUNA & ACHD COMMENTS
1	12/2/19	
2	5/6/20	

**GRAN PRADO SUBDIVISION NO. 2**  
**KUNA, IDAHO**

**STORM WATER IMPROVEMENT PLANS**

DRAWING STATUS:  
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SHEET NO.  
**C4.0**

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NO.	DATE	REVISIONS PER CITY OF KUNA & ACHD COMMENTS
1	12/2/19	
2	5/6/20	

**GRAN PRADO SUBDIVISION NO. 2**  
**KUNA, IDAHO**  
**STORM WATER IMPROVEMENT PLANS**

DRAWING STATUS:

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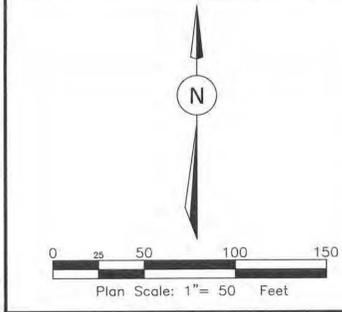


ENGINEERS, SURVEYORS, PLANNERS  
 9233 WEST STATE STREET  
 BOISE, IDAHO 83714  
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 FAX (208) 639-6930

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PROJECT:	18-111

SHEET NO. C4.1

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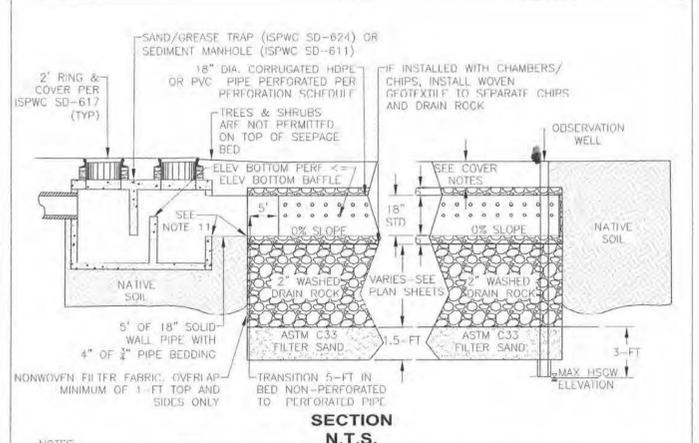
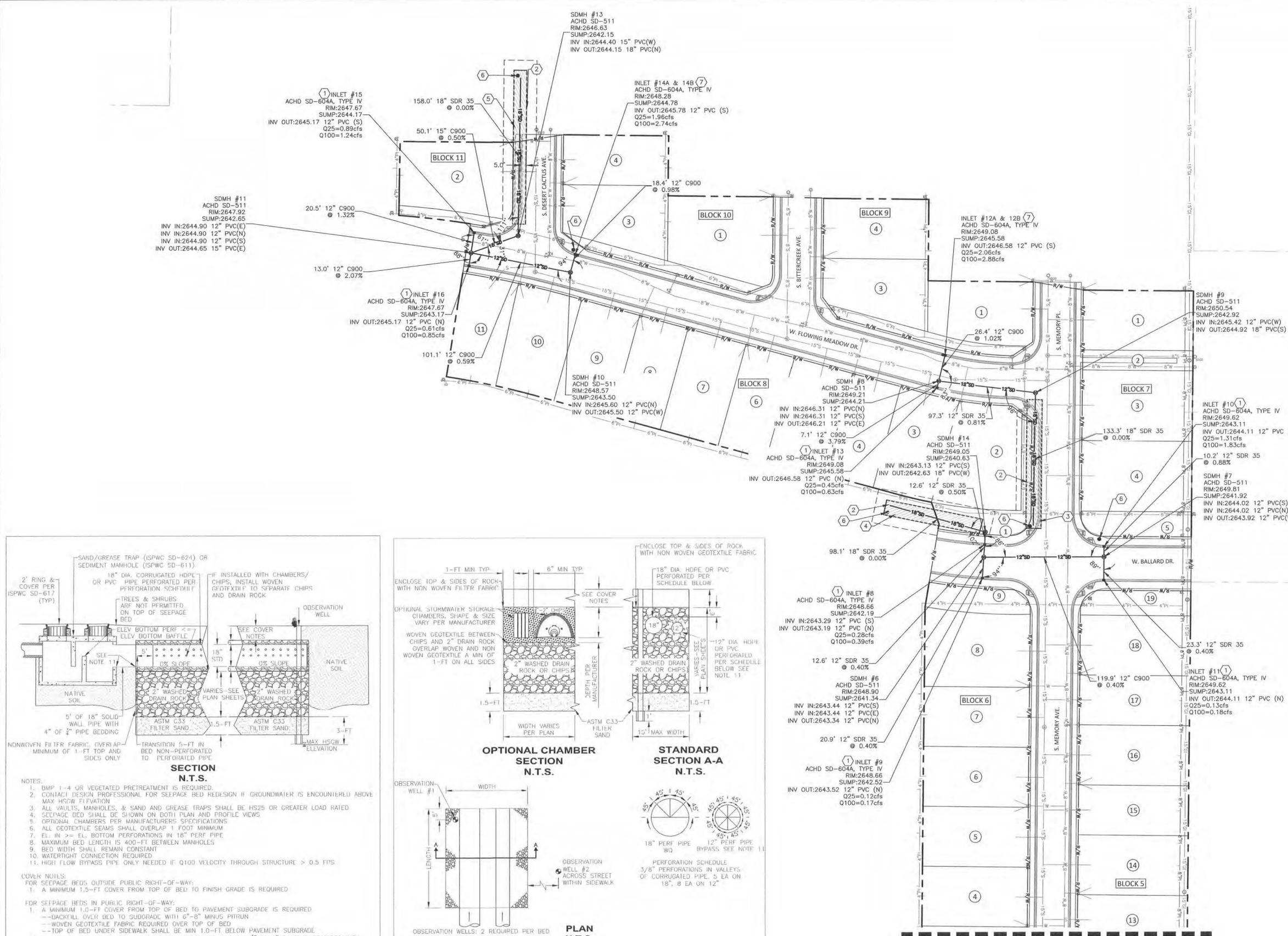


**SHEET NOTES**

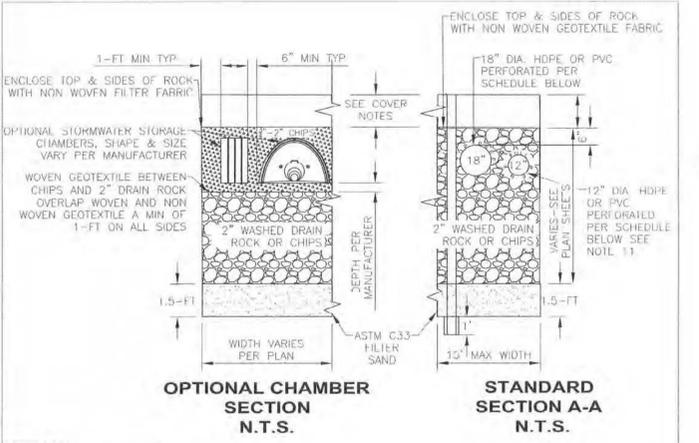
- SEE SHEET C1.1 AND C1.2 FOR GENERAL, ACHD, AND UTILITY NOTES.
- SEE SHEET C4.1 AND C4.2 FOR STORM WATER DETAILS.
- REFER TO THE GEOTECHNICAL REPORT PREPARED BY SITE CONSULTING, LLC, DATED AUGUST 15, 2017. GROUNDWATER IS EXPECTED TO REMAIN AT OR BELOW A DEPTH OF APPROXIMATELY 60' BELOW EXISTING GROUND. CONTACT DESIGN ENGINEER FOR SEEPAGE BED REDESIGN IF GROUNDWATER IS ENCOUNTERED ABOVE MAX HSGW ELEVATION.
- PROVIDE WATER-TIGHT SEALS AT PIPING ENTRANCES/EXITS FOR STORM DRAIN MANHOLES AND CATCH BASINS.
- ALL STORM PIPE WITHIN ROW SHALL BE C900 WHERE COVER OVER PIPE IS LESS THAN 2 FEET. OUTSIDE OF ROW OR WHERE COVER IS GREATER THAN 2 FEET THE STORM PIPE SHALL BE SDR-35 PIPE OR APPROVED EQUAL FLOWABLE FILL SHALL BE USED WHEN LESS THAN 5- FEET OF SEPARATION BETWEEN STRUCTURES.
- ALL DRAINAGE STRUCTURES SHALL BE PER ISWPC STANDARDS AND THE ACHD SUPPLEMENTS TO THE ISWPC. STORM DRAIN STRUCTURES SHALL HAVE HS-25 TRAFFIC RATED LIDS UNLESS OTHERWISE SPECIFIED.
- THE CONTRACTOR SHALL COMPLY WITH ALL THE REQUIREMENTS FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY. THIS INCLUDES IMPLEMENTING THE BMP'S RECOMMENDED IN THE SWPP PLAN PREPARED FOR THIS SITE. REGULAR SITE INSPECTIONS, DOCUMENTATION OF MODIFICATIONS TO THE SWPPP AND OTHER REQUIREMENTS AS SET FORTH IN THE NPDES GENERAL PERMIT.
- ALL CHANGES REQUIRE APPROVAL BY THE DESIGN ENGINEER AND ACHD.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL STORM DRAIN MONUMENTS TO IDENTIFY ALL STORM DRAIN MANHOLES, SEDIMENT BOXES, DROP INLETS, AND OTHER PIPE JOINTIONS OR TERMINUSES IN ACCORDANCE WITH SECTION 801.8 OF THE ACHD DEVELOPMENT POLICY MANUAL AND ISWPC SD-623.

**KEYNOTES (#)**

- INSTALL INLET CATCH BASIN TYPE IV (ROLLED CURB) PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-604A, OR APPROVED EQUIVALENT.
- CONTRACTOR SHALL COORDINATE WITH ACHD INSPECTION FOR PLACEMENT OF ELECTRONIC MARKERS AT EACH CORNER OF SEEPAGE BEDS PRIOR TO BACKFILLING. ACHD IS CURRENTLY SUPPLYING THE DEVICES.
- INSTALL SEEPAGE BED #4 PER ACHD STANDARD DRAWING BMP-20 PROVIDED SHEET C4.1. SEE ADDITIONAL SEEPAGE BED DETAIL SHEET C4.2 FOR MORE INFORMATION. (15' W x 6.4' D x 128' L)
- INSTALL SEEPAGE BED #5 PER ACHD STANDARD DRAWING BMP-20 PROVIDED SHEET C4.1. SEE ADDITIONAL SEEPAGE BED DETAIL SHEET C4.2 FOR MORE INFORMATION. (15' W x 10' D x 154' L)
- INSTALL SEEPAGE BED #6 PER ACHD STANDARD DRAWING BMP-20 PROVIDED SHEET C4.1. SEE ADDITIONAL SEEPAGE BED DETAIL SHEET C4.2 FOR MORE INFORMATION. (12.8' W x 10' D x 154' L)
- INSTALL GROUND WATER OBSERVATION WELL PER ACHD SD-627 PROVIDED SHEET C4.2. INSTALL WITHIN THE INFILTRATION BED 5' FROM THE END AND OUTSIDE OF BED A MINIMUM OF 20' FROM THE PERIMETER OF THE BED.
- INSTALL (2) INLET CATCH BASIN TYPE IV (ROLLED CURB) PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-604A, OR APPROVED EQUIVALENT. INLETS SHALL BE INTERCONNECTED.



- NOTES:**
- BMP 1-4 OR VEGETATED PRETREATMENT IS REQUIRED.
  - CONTACT DESIGN PROFESSIONAL FOR SEEPAGE BED REDESIGN IF GROUNDWATER IS ENCOUNTERED ABOVE MAX HSGW ELEVATION.
  - ALL VAULTS, MANHOLES, & SAND AND GREASE TRAPS SHALL BE HS25 OR GREATER LOADED RATED.
  - SEEPAGE BED SHALL BE SHOWN ON BOTH PLAN AND PROFILE VIEWS.
  - OPTIONAL CHAMBERS PER MANUFACTURERS SPECIFICATIONS.
  - ALL GEOTEXTILE SEAMS SHALL OVERLAP 1 FOOT MINIMUM.
  - EL IN >= EL. BOTTOM PERFORATIONS IN 18\"/>
- COVER NOTES:**
- FOR SEEPAGE BEDS OUTSIDE PUBLIC RIGHT-OF-WAY:  
 1. A MINIMUM 1.5-FT COVER FROM TOP OF BED TO FINISH GRADE IS REQUIRED.
- FOR SEEPAGE BEDS IN PUBLIC RIGHT-OF-WAY:  
 1. A MINIMUM 1.0-FT COVER FROM TOP OF BED TO PAVEMENT SUBGRADE IS REQUIRED.  
 - BACKFILL OVER BED TO SUBGRADE WITH 6\"/>



- PLAN N.T.S.**
- OBSERVATION WELLS: 2 REQUIRED PER BED
- REQUIREMENTS FOR FACILITIES IN RIGHT-OF-WAY:  
 1. BED IS LIMITED TO AREA WITHIN 5-FT OF CURB FACE UNDER ROADWAY;  
 2. NO GREATER THAN 10- FEET IN DEPTH TO THE BOTTOM OF THE ROCK;  
 3. MAY NOT EXTEND OUTSIDE OF THE RIGHT-OF-WAY (MAY NOT ENCRDACH ON PRIVATE LOT IN AN EASEMENT);

2017 ACHD STORMWATER DESIGN GUIDELINES  
 SEEPAGE BED WITH OPTIONAL CHAMBERS  
 STANDARD DRAWING BMP 20 SHEET 1 OF 3

2017 ACHD STORMWATER DESIGN GUIDELINES  
 SEEPAGE BED WITH OPTIONAL CHAMBERS  
 STANDARD DRAWING BMP 20 SHEET 2 OF 3

SEE SHEET C4.0



**LEGEND**

- CONCRETE COLLAR IN PAVED STREET SECTIONS PER SD-616
- GRADE RINGS GROUTED WATER TIGHT IN PLACE, NOT TO EXCEED 1" FROM FINISHED SURFACE TO TOP OF CONE
- PRECAST MONOLITHIC CONCRETE SECTION (REBAR NOT SHOWN)
- MANHOLE OR APPROVED GASKETS AT ALL JOINTS
- PROPERLY ALIGN ALL INTERIOR JOINTS
- PRECAST CERAMIC OR MANHOLE BARREL SECTION (REBAR NOT SHOWN)
- PRECAST GASKETED RUBBER RING OR RUBBER GASKETED COLLAR
- SURFACING TO MATCH FLUSH WITH EXISTING SURFACING (AS SHOWN)
- FRAME TO BE GROUTED TO GRADE RING
- FRAME AND COVER PER SD-617
- MANHOLE SLEEPS
- SEE SD-501 FOR CAST IN PLACE MANHOLE BASES, SEE SD-504 FOR PRECAST MANHOLE BASE

**NOTES:**

- OPTIONAL PREFABRICATED MANHOLE BASE WITH APPROVED PIPE CONNECTIONS MAY BE USED WITH ENGINEER'S APPROVAL, SEE SD-501K.
- PLACE VERTICAL WALL ON UPSTREAM SIDE OF MANHOLE, ROTATED 45 DEGREES.
- FOR INLET PIPE DIAMETER, D, GREATER THAN 24" SEE SD-613 OR SD-614.
- MANHOLE FRAME AND COVER:
  - A. REFER TO DRAWING NO. SD-617.
  - B. FRAME AND COVER SHALL BE FLUSH WITH SLOPE OF PAVEMENT.
  - C. "STORM DRAIN" ON COVER.
- WHERE PVC PIPE IS UTILIZED, INSTALL A RUBBER RING OR GASKET COLLAR WHERE THE PIPE IS IN CONTACT WITH MANHOLE BASE AND/OR MANHOLE CHANNEL, IN ORDER TO INSURE A WATER TIGHT SEAL.
- OTHER FACE OR SD-501 OR SD-501A MAY BE USED WITH OTHER MANHOLE DESIGN.

2017 ACHD REVISION

IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ACHD SUPPLEMENT)

**STANDARD CONCRETE CATCH MANHOLE**

STANDARD DRAWING NO. SD-611

**LEGEND**

- ADJOINING TOP OF CURB
- OUTLET
- PAVEMENT SURFACE
- STANDARD GRATE AND GRATE FRAM
- STANDARD ROLLED CURB AND GUTTER
- 4" x 4" x 3/8" ANGLE IRON
- (3) #4 BARS
- EDGE OF CUTTER

2017 ACHD REVISION

IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ACHD SUPPLEMENT)

**INLET CATCH BASIN TYPE IV (FOR ROLLED CURB)**

STANDARD DRAWING NO. SD-604A

**LEGEND**

- WF11 COVER, 8" DIA. WATER TIGHT GALVANIZED STEEL BOLT DOWN COVER AND CANISTER
- 2 OR 3 BOLT LID WITH 3/16" HEAD AND 5/8" THREADS, GASKETED
- CONCRETE (COLLAR), CLASS 3000 (ISPC SECTION 703)
- 3/8" DIA HOLES OR SLOTS CUT INTO PIPE AT 3" ON CENTER
- TRACER WIRE SHALL BE PLACED ON OUTSIDE OF PVC PIPE, MINIMUM 18 GAUGE, INSULATED, SINGLE-CONDUCTOR COPPER WIRE, INSULATION COLOR SHALL BE GREEN WITH THREE 6" DIAMETER COILS
- PIPE SHALL BE PERFORATED PVC, ASTM D-3035, SDR-35. WELLS BACKFILLED IN A FIT REQUIRE 6" PIPE, DRILLED WELLS MAY USE 4" PIPE
- NONWOVEN FILTER FABRIC AROUND OPENINGS AND BOTTOM, FABRIC OVER CHIPS/DRAIN ROCK
- POLYPROPYLENE FIBER REINFORCEMENT AT 1 1/2 LBS/CY
- BACKFILL MATERIAL TO MATCH STORAGE MEDIA FOR OBSERVATION WELLS LOCATED WITHIN A BMP FACILITY. USE PIPE BEDDING CHIPS FOR OBSERVATION WELLS LOCATED OUTSIDE BMP FACILITIES

**NOTES:**

- GROUNDWATER OBSERVATION WELLS ARE FOR MEASUREMENT OF GROUNDWATER LEVELS WITHIN OR NEAR STORM DRAINAGE FACILITIES
- THIS DETAIL IS FOR WELLS INSTALLED BY DRILLING OR BY EXCAVATED PITS
- LOCATION OF GROUNDWATER OBSERVATION WELLS SHALL BE APPROVED BY ACHD
- OBSERVATION WELLS NOT ALLOWED IN CURB OR VALLEY GUTTER SECTION

2017 ACHD REVISION

IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ACHD SUPPLEMENT)

**GROUNDWATER OBSERVATION WELL**

STANDARD DRAWING SD-627 1 OF 2

**LEGEND**

- WF11 COVER, 8" DIA. WATER TIGHT GALVANIZED STEEL BOLT DOWN COVER AND CANISTER
- 2 OR 3 BOLT LID WITH 3/16" HEAD AND 5/8" THREADS, GASKETED
- CONCRETE (COLLAR), CLASS 3000 (ISPC SECTION 703)
- 3/8" DIA HOLES OR SLOTS CUT INTO PIPE AT 3" ON CENTER
- TRACER WIRE SHALL BE PLACED ON OUTSIDE OF PVC PIPE, MINIMUM 18 GAUGE, INSULATED, SINGLE-CONDUCTOR COPPER WIRE, INSULATION COLOR SHALL BE GREEN WITH THREE 6" DIAMETER COILS
- PIPE SHALL BE PERFORATED PVC, ASTM D-3035, SDR-35. WELLS BACKFILLED IN A FIT REQUIRE 6" PIPE, DRILLED WELLS MAY USE 4" PIPE
- NONWOVEN FILTER FABRIC AROUND OPENINGS AND BOTTOM, FABRIC OVER CHIPS/DRAIN ROCK
- POLYPROPYLENE FIBER REINFORCEMENT AT 1 1/2 LBS/CY
- BACKFILL MATERIAL TO MATCH STORAGE MEDIA FOR OBSERVATION WELLS LOCATED WITHIN A BMP FACILITY. USE PIPE BEDDING CHIPS FOR OBSERVATION WELLS LOCATED OUTSIDE BMP FACILITIES

**NOTES:**

- GROUNDWATER OBSERVATION WELLS ARE FOR MEASUREMENT OF GROUNDWATER LEVELS WITHIN OR NEAR STORM DRAINAGE FACILITIES
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- LOCATION OF GROUNDWATER OBSERVATION WELLS SHALL BE APPROVED BY ACHD
- OBSERVATION WELLS NOT ALLOWED IN CURB OR VALLEY GUTTER SECTION

2017 ACHD REVISION

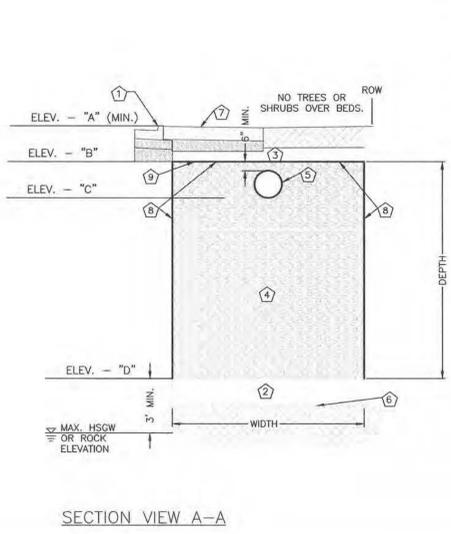
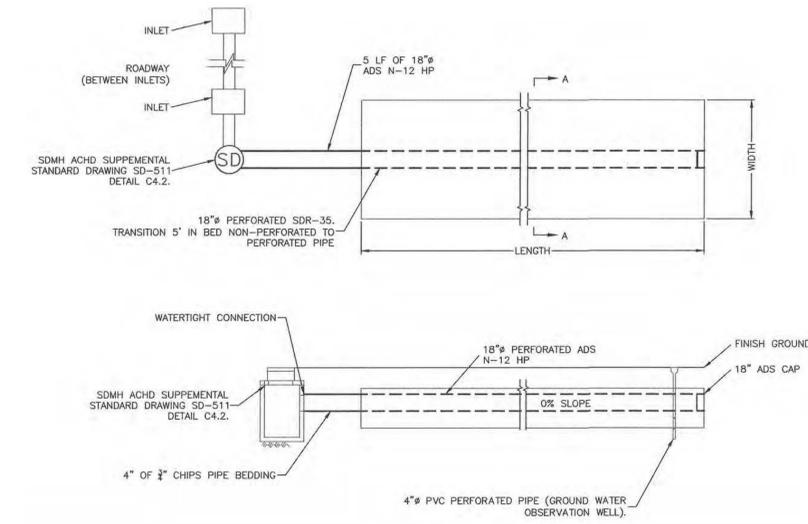
IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ACHD SUPPLEMENT)

**GROUNDWATER OBSERVATION WELL**

STANDARD DRAWING SD-627 2 OF 2

**SEEPAGE BED TABLE**

SEEPAGE BED	BED LENGTH	BED WIDTH	BED DEPTH	ELEVATION "A"	ELEVATION "B"	ELEVATION "C"	ELEVATION "D"	GROUND WATER EL.	100-YR VOLUME PROVIDED
SB #1	98'	11'	5.8'	2645.45	2643.95	2641.52	2638.15	2585.0±	2,610 CF
SB #2	61'	15'	8'	2646.20	2644.70	2641.04	2636.70	2586.0±	3,001 CF
SB #3	77'	15'	10'	2645.68	2644.18	2636.32	2634.18	2586.0±	4,710 CF
SB #4	128'	15'	7.9'	2649.53	2647.82	2644.67	2639.92	2590.0±	6,264 CF
SB #5	98'	15'	6.4'	2647.26	2644.94	2642.61	2638.54	2587.0±	3,900 CF
SB #6	154'	12.8'	10'	2647.50	2646.00	2644.15	2636.00	2581.0±	8,084 CF



- GENERAL NOTES:**
- REFER TO THE LIMITED SUBSURFACE INVESTIGATION REPORT PREPARED BY SITE CONSULTING, LLC, DATED AUGUST 15, 2017. GROUNDWATER IS EXPECTED TO REMAIN AT OR BELOW A DEPTH OF APPROXIMATELY 60' BELOW EXISTING GROUND, IN THE AREAS OF THE PROPOSED SEEPAGE BEDS. CONTACT DESIGN ENGINEER FOR SEEPAGE BED REDESIGN IF GROUNDWATER IS ENCOUNTERED ABOVE MAX HSGW ELEVATION.
  - ALL GEOTEXTILE SEAMS SHALL OVERLAP 1 FOOT MINIMUM.
  - BED WIDTH SHALL REMAIN CONSTANT.
  - THE MINIMUM DESIGN PERCOLATION RATE FOR THE UNDERGROUND STORM DRAIN FACILITIES IS 1.0 IN/HR TO MEET THE REQUIREMENT OF 90% VOLUME WITHIN 24HR AND SHALL BE VERIFIED IN FIELD.
  - IF ROCK IS ENCOUNTERED, CONTRACTOR MUST HAVE A PERCOLATION TEST PERFORMED BY A SOILS ENGINEER AFTER SEEPAGE BED IS FULLY EXCAVATED. (NOTE: AN ACHD INSPECTOR MUST BE PRESENT FOR THE TEST). IF THE PERCOLATION IS LESS THAN SPECIFIED BY THE SOILS REPORT AND ENGINEER, CONTRACTOR MAY NEED TO BLAST OR BORE TO CREATE CONDUIT FOR DRAINAGE TO OCCUR OR RE-DESIGN THE SYSTEM TO ACHIEVE THE REQUIRED INFILTRATION.
  - WATER AND SEWER SERVICES CROSSING SEEPAGE BED SHALL BE SLEEVED PER OPTION 2 OF ACHD STORMWATER DESIGN GUIDELINES SECTION 8200 DETAIL 12.
  - STORAGE VOLUME DOESN'T INCLUDE SAND WINDOW.
  - FOR UNDERGROUND INFILTRATION SYSTEMS, INSTALL ELECTRONIC MARKERS ON EACH CORNER OF THE FACILITY. THE CONTRACTOR SHALL COORDINATE WITH THE ACHD INSPECTION DEPARTMENT FOR PLACEMENT OF THE MARKERS DURING CONSTRUCTION AND PRIOR TO BACKFILLING.
- KEY**
- CURB AND GUTTER PER ROADWAY PLANS.
  - 1.5" FILTER SAND, ISPCW-801 OR ASTM C33 FILTER SAND.
  - MINIMUM OF 1.5' COVER FROM TOP OF BED TO FINISH GRADE. BACKFILL WITH NATIVE TOPSOIL.
  - ANGULAR 3/4" TO 2" ROCK.
  - 18" PERFORATED PIPE. INSTALL PERFORATIONS PER ACHD STORMWATER DESIGN GUIDELINES DETAIL BMP 04.
  - NO EXCAVATION BELOW SAND WINDOW ELEVATION.
  - 5' WIDE SIDEWALK PER ROADWAY PLANS.
  - NON-WOVEN FABRIC PER ACHD STORMWATER DESIGN GUIDELINES SECTION 8200. OVERLAP MINIMUM OF 1-FT TOP AND SIDES ONLY.
  - FULL ROADWAY GRAVEL SECTION IS REQUIRED OVER SEEPAGE BEDS. SEEPAGE BEDS SHALL NOT EXTEND ABOVE SUBGRADE.

**SEEPAGE BED DETAIL**  
N.T.S.

GRAN PRADO SUBDIVISION NO. 2  
KUNA, IDAHO  
STORM WATER IMPROVEMENT PLANS  
DETAILS

DRAWING STATUS:

APPROVED FOR CONSTRUCTION



ENGINEERS, SURVEYORS, PLANNERS  
9233 WEST STATE STREET  
BOISE, IDAHO 83714  
PHONE (208) 639-6939  
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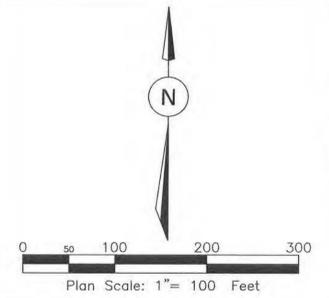
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CHECKED BY: KPM

DATE: 8/26/19  
PROJECT: 18-111

SHEET NO.

C4.2

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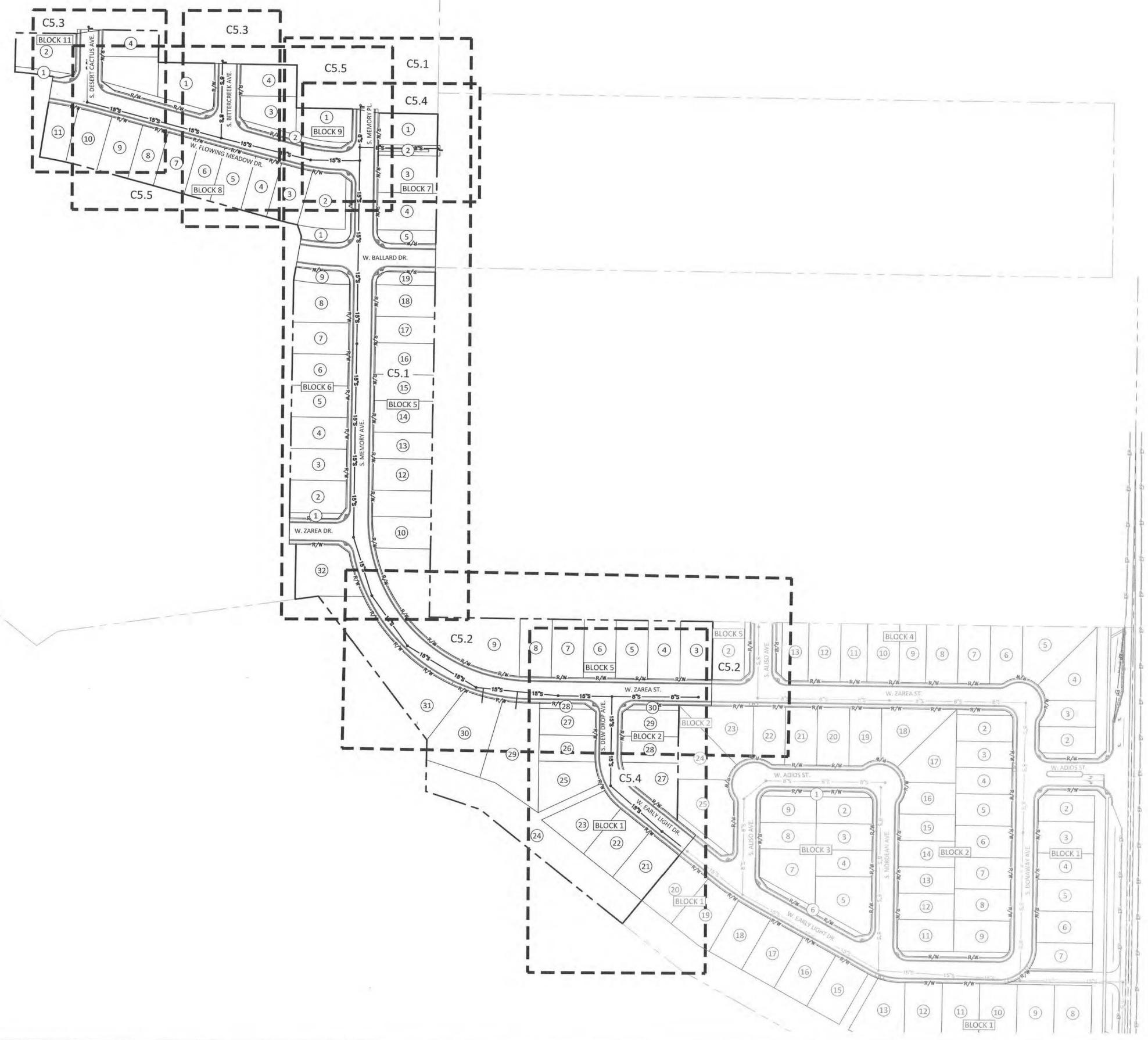


**SHEET NOTES**

A. SEE SHEET C1.1 AND C1.2 FOR CITY OF KUNA STANDARD SEWER NOTES AND GENERAL NOTES.

B. SEE SHEETS C5.1-C5.5 FOR SEWER PLAN AND PROFILES.

REVISIONS	
NO.	DATE
1	12/2/19
2	5/6/20



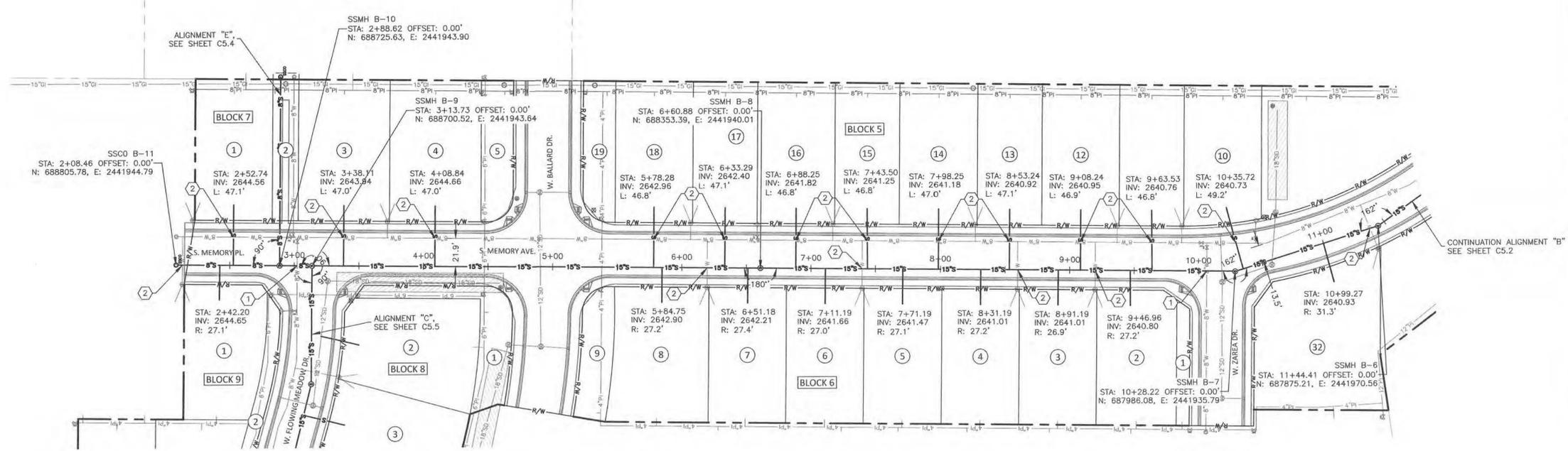
**GRAN PRADO SUBDIVISION NO. 2**  
**KUNA, IDAHO**  
**SEWER IMPROVEMENT PLANS**  
**OVERALL SEWER PLAN**

DRAWING STATUS:  
**APPROVED FOR CONSTRUCTION**

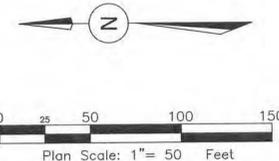


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DATE:	8/26/19
PROJECT:	18-111
SHEET NO.	<b>C5.0</b>

**APPROVED FOR CONSTRUCTION**



SEWER ALIGNMENT "B" (STA. 2+08.46 TO 11+50.00)



- SHEET NOTES**
- A. SEE SHEET C1.1 & C1.2 FOR SEWER NOTES AND GENERAL NOTES.
  - B. STATIONING BASED ON SEWER ALIGNMENT CENTERLINE.
  - C. SEWER MANHOLE SHALL BE 48" DIAMETER STANDARD MANHOLE TYPE A (CONCENTRIC) PER ISWPC STANDARD DRAWING SD-501. (NO STEPS). INSTALL MANHOLE FRAME AND COVER PER ISWPC STANDARD DRAWING SD-507 AND MANHOLE COVER PER ISWPC STANDARD DRAWING SD-508.
  - D. INSTALL STANDARD SEWER SERVICE PER SERVICE MARKER PER ISWPC STANDARD DRAWING SD-512. ALL SEWER SERVICES SHALL BE 4" PVC SDR-35, ASTM D-3034. SEWER SERVICES WITH LESS THAN 18" VERTICAL CLEARANCE FROM POTABLE WATER SHALL USE 4" PVC C900 WATER CLASS PIPE.
  - E. CONTRACTOR IS RESPONSIBLE FOR INSTALLING SEWER SERVICES 5' BEYOND JOINT TRENCH. VERIFY EXACT LOCATION OF SEWER SERVICES WITH DEVELOPER AND ENGINEER PRIOR TO INSTALLATION. SERVICE LENGTH AND INVERT ARE BASED ON STUB LOCATION SHOWN ON PLANS. STATIONING TAKEN FROM CENTERLINE OF SEWER ALIGNMENT.
  - F. SANITARY SEWER PIPE DIMENSION AND SLOPE IN PROFILE VIEW IS FROM CENTER OF MANHOLE TO CENTER OF MANHOLE.

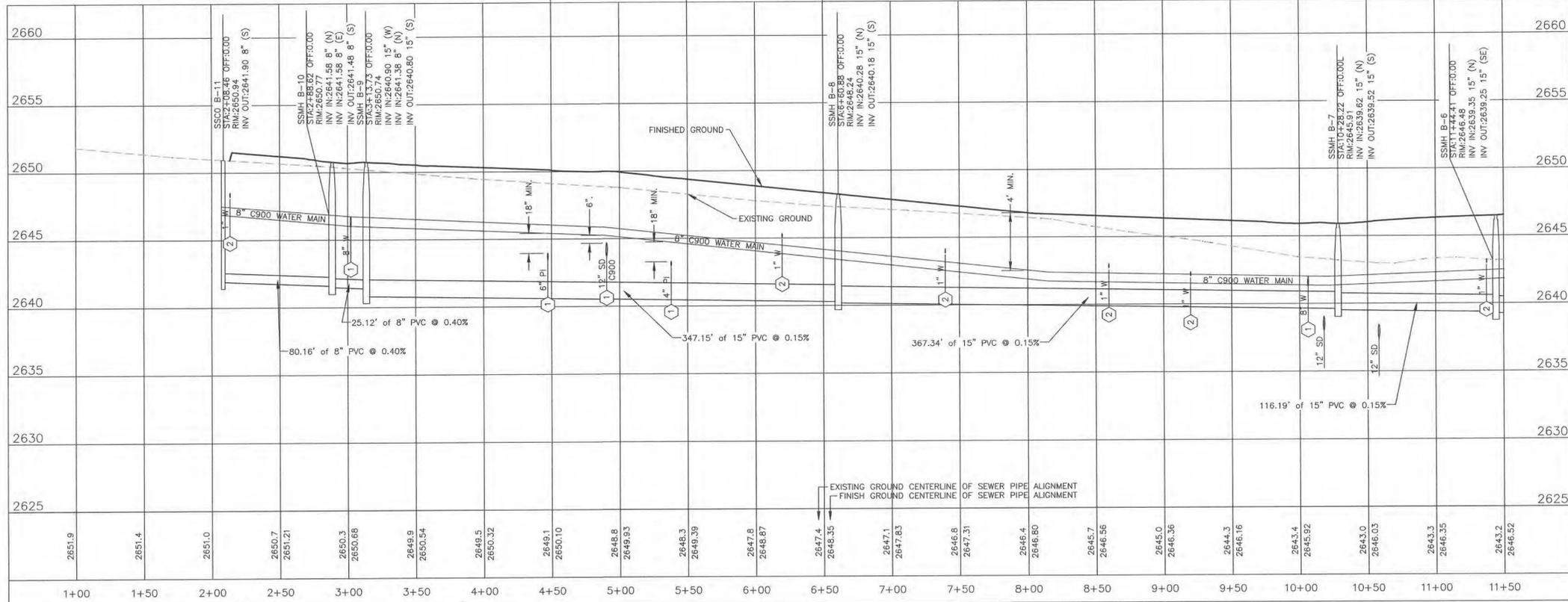
- KEYNOTES**
- 1. MAINTAIN VERTICAL AND HORIZONTAL POTABLE/NON-POTABLE MAIN LINE SEPARATION PER UTILITY NOTE 5, SHEET C1.2 AND IDAHO DEQ REQUIREMENTS.
  - 2. MAINTAIN VERTICAL AND HORIZONTAL POTABLE/NON-POTABLE MAIN/SERVICE OR SERVICE/SERVICE SEPARATION PER UTILITY NOTE 6, SHEET C1.2 AND IDAHO DEQ REQUIREMENTS.



NO.	REVISIONS PER CITY OF KUNA & ACHD	DATE
1	REVISIONS PER CITY OF KUNA & ACHD	12/2/19
2	REVISIONS PER CITY OF KUNA & ACHD	5/6/20

PROFILE SCALE  
HORIZ: 1" = 50'  
VERT: 1" = 5'

PIPE DIMENSION IS  
MEASURED FROM  
CENTER MANHOLE  
TO MANHOLE



GRAN PRADO SUBDIVISION NO. 2  
KUNA, IDAHO

SEWER IMPROVEMENT PLANS  
SEWER ALIGNMENT "B" PLAN AND PROFILE  
STA. 2+08.46 TO 11+50.00

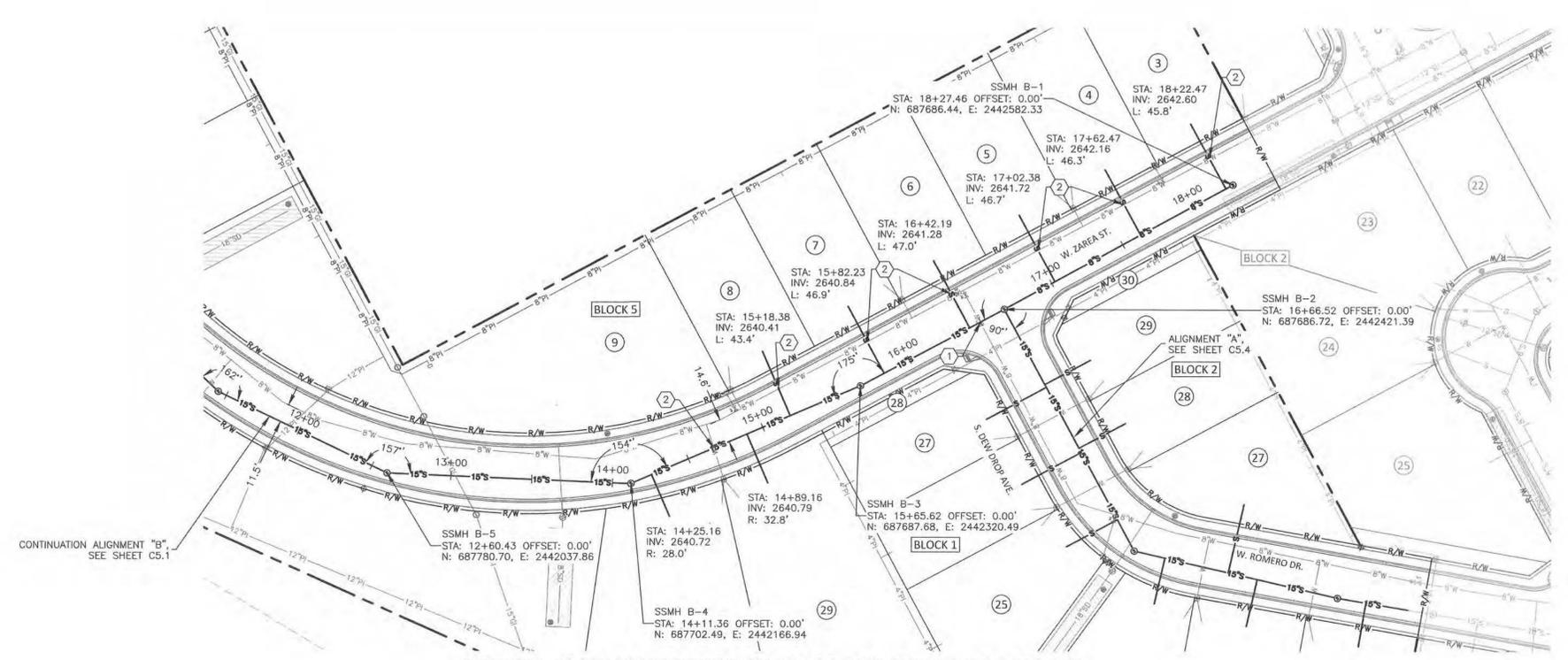
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APPROVED FOR  
CONSTRUCTION



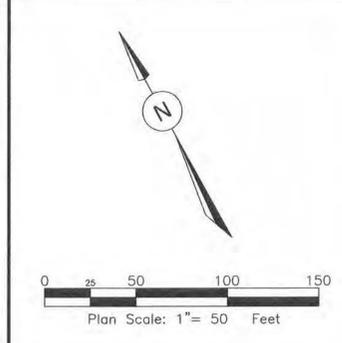
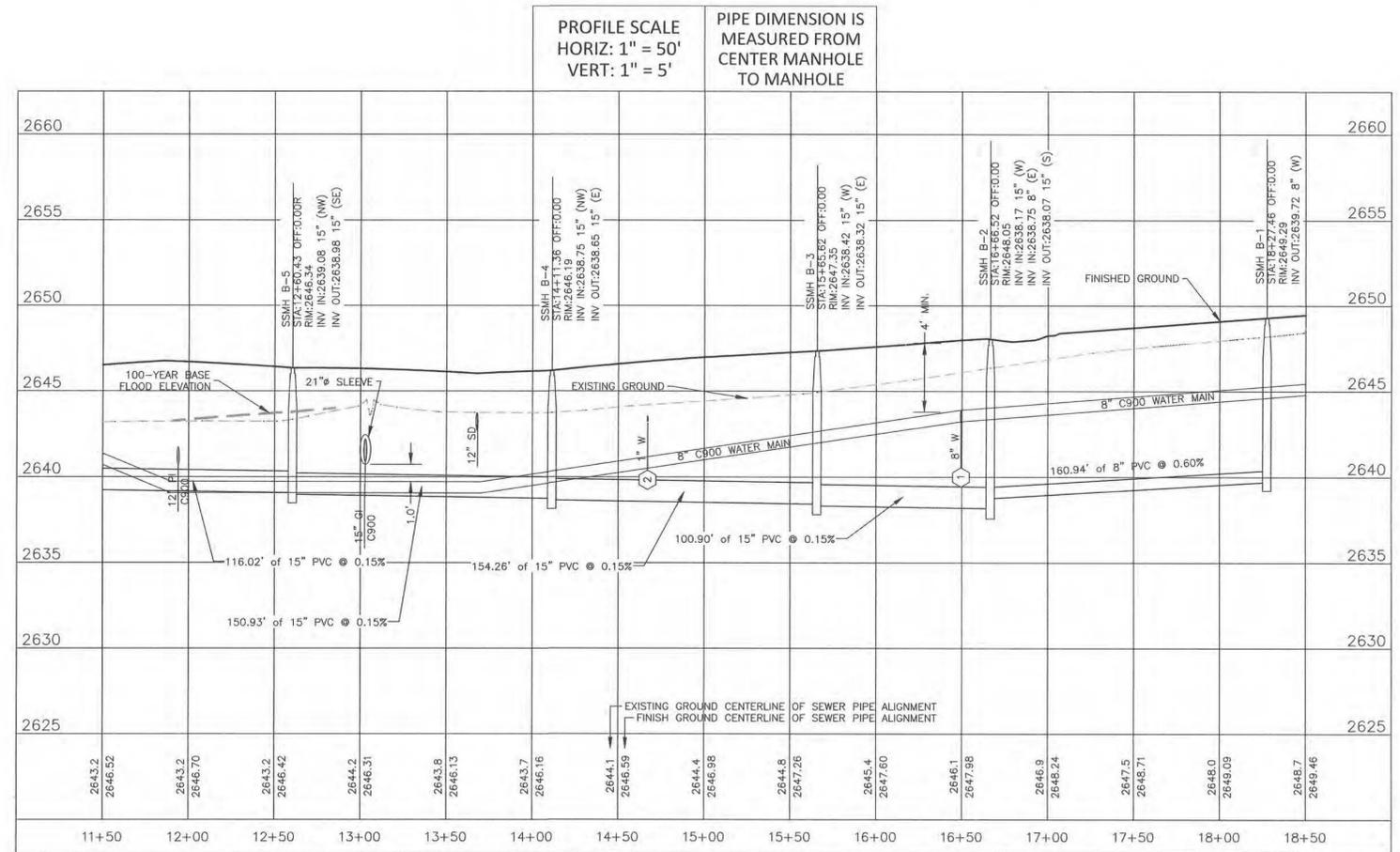
DESIGN BY: RSP  
DRAWN BY: RSP  
CHECKED BY: KPM  
DATE: 8/26/19  
PROJECT: 18-111

SHEET NO.  
C5.1

APPROVED FOR CONSTRUCTION



SEWER ALIGNMENT "B" (STA. 11+50.00 TO 18+27.46)



- SHEET NOTES**
- SEE SHEET C1.1 & C1.2 FOR SEWER NOTES AND GENERAL NOTES.
  - STATIONING BASED ON SEWER ALIGNMENT CENTERLINE.
  - SEWER MANHOLE SHALL BE 48" DIAMETER STANDARD MANHOLE TYPE A (CONCENTRIC) PER ISPCW STANDARD DRAWING SD-501. (NO STEPS). INSTALL MANHOLE FRAME AND COVER PER ISPCW STANDARD DRAWING SD-507 AND MANHOLE COVER PER ISPCW STANDARD DRAWING SD-508.
  - INSTALL STANDARD SEWER SERVICE PER SERVICE MARKER PER ISPCW STANDARD DRAWING SD-512. ALL SEWER SERVICES SHALL BE 4" PVC SDR-35, ASTM D-3034. SEWER SERVICES WITH LESS THAN 18" VERTICAL CLEARANCE FROM POTABLE WATER SHALL USE 4" PVC C900 WATER CLASS PIPE.
  - CONTRACTOR IS RESPONSIBLE FOR INSTALLING SEWER SERVICES 5' BEYOND JOINT TRENCH. VERIFY EXACT LOCATION OF SEWER SERVICES WITH DEVELOPER AND ENGINEER PRIOR TO INSTALLATION. SERVICE LENGTH AND INVERT ARE BASED ON STUB LOCATION SHOWN ON PLANS. STATIONING TAKEN FROM CENTERLINE OF SEWER ALIGNMENT.
  - SANITARY SEWER PIPE DIMENSION AND SLOPE IN PROFILE VIEW IS FROM CENTER OF MANHOLE TO CENTER OF MANHOLE.

- KEYNOTES (#)**
- MAINTAIN VERTICAL AND HORIZONTAL POTABLE/NON-POTABLE MAIN LINE SEPARATION PER UTILITY NOTE 5, SHEET C1.2 AND IDAHO DEQ REQUIREMENTS.
  - MAINTAIN VERTICAL AND HORIZONTAL POTABLE/NON-POTABLE MAIN/SERVICE OR SERVICE/SERVICE SEPARATION PER UTILITY NOTE 6, SHEET C1.2 AND IDAHO DEQ REQUIREMENTS.



NO.	REVISIONS	DATE	COMMENTS
1	REVISIONS PER CITY OF KUNA & ACHD	12/2/19	
2	REVISIONS PER CITY OF KUNA & ACHD	5/6/20	

GRAN PRADO SUBDIVISION NO. 2  
KUNA, IDAHO

SEWER IMPROVEMENT PLANS  
SEWER ALIGNMENT "B" PLAN AND PROFILE  
STA. 11+50.00 TO 18+27.46

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DRAWN BY: RSP  
CHECKED BY: KPM  
DATE: 8/26/19  
PROJECT: 18-111

SHEET NO.  
C5.2

APPROVED FOR CONSTRUCTION



REVISIONS	
NO.	DATE
1	12/7/19
2	5/6/20

GRAN PRADO SUBDIVISION NO. 2  
KUNA, IDAHO

SEWER IMPROVEMENT PLANS  
SEWER ALIGNMENT "E" PLAN AND PROFILE (STA. 1+51.64 TO 2+94.25)  
SEWER ALIGNMENT "D" PLAN AND PROFILE (STA. 1+49.83 TO 2+96.58)

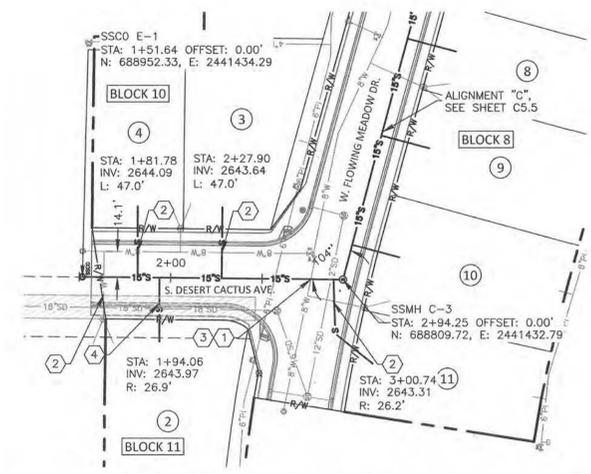
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APPROVED FOR CONSTRUCTION



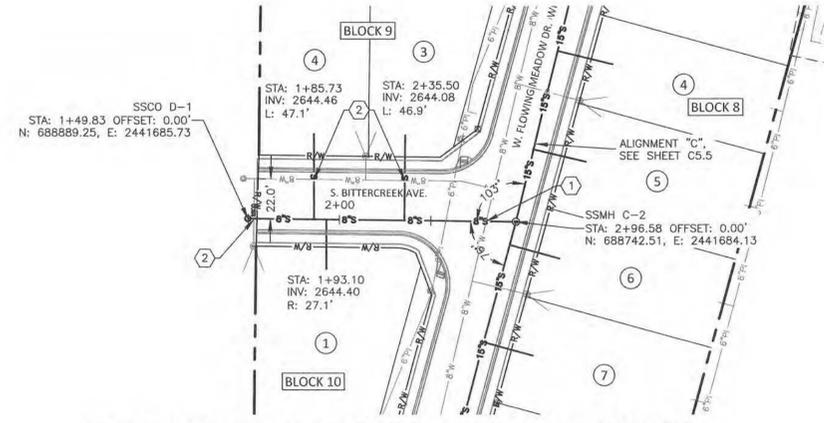
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CHECKED BY: KPM  
DATE: 8/26/19  
PROJECT: 18-111  
SHEET NO.

C5.3

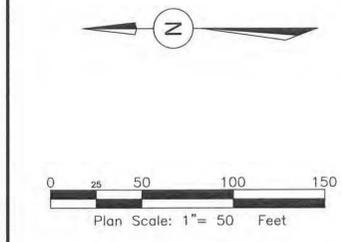
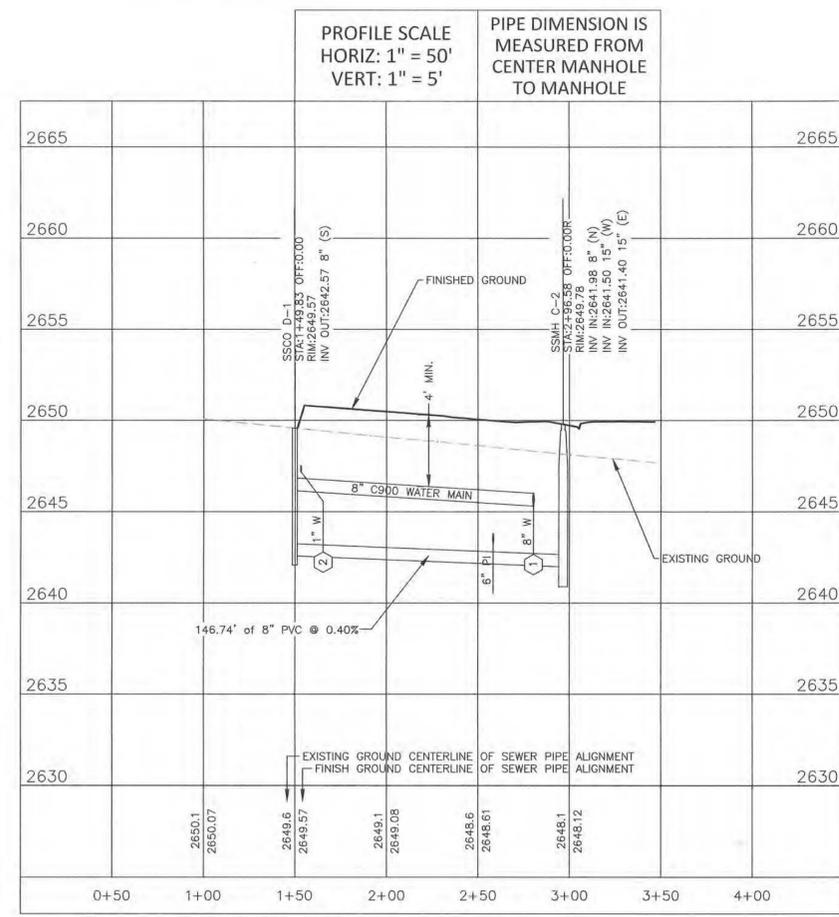
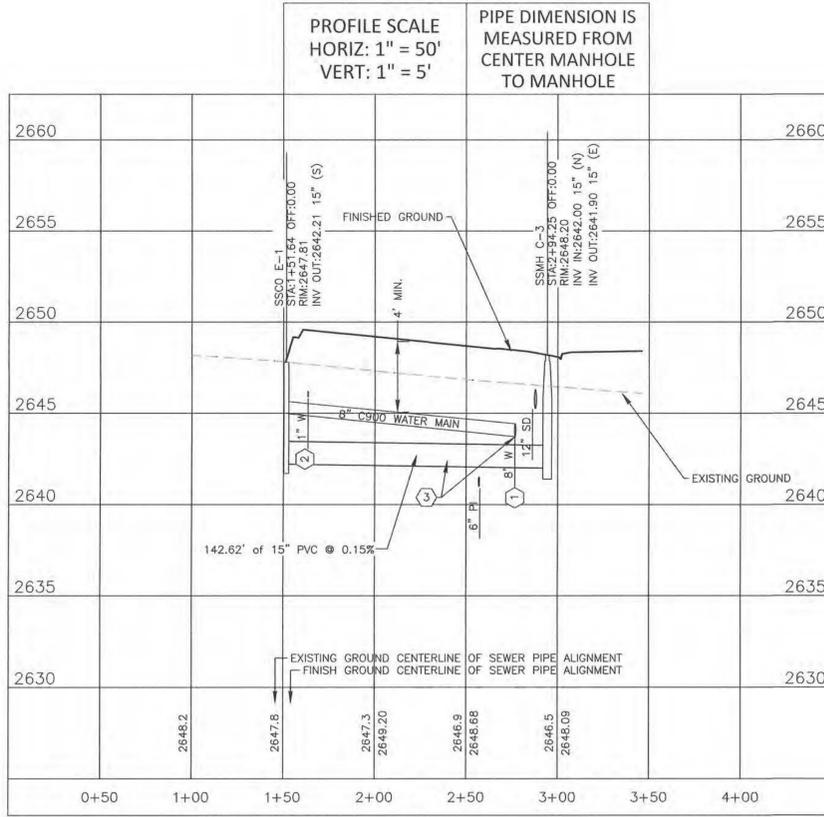
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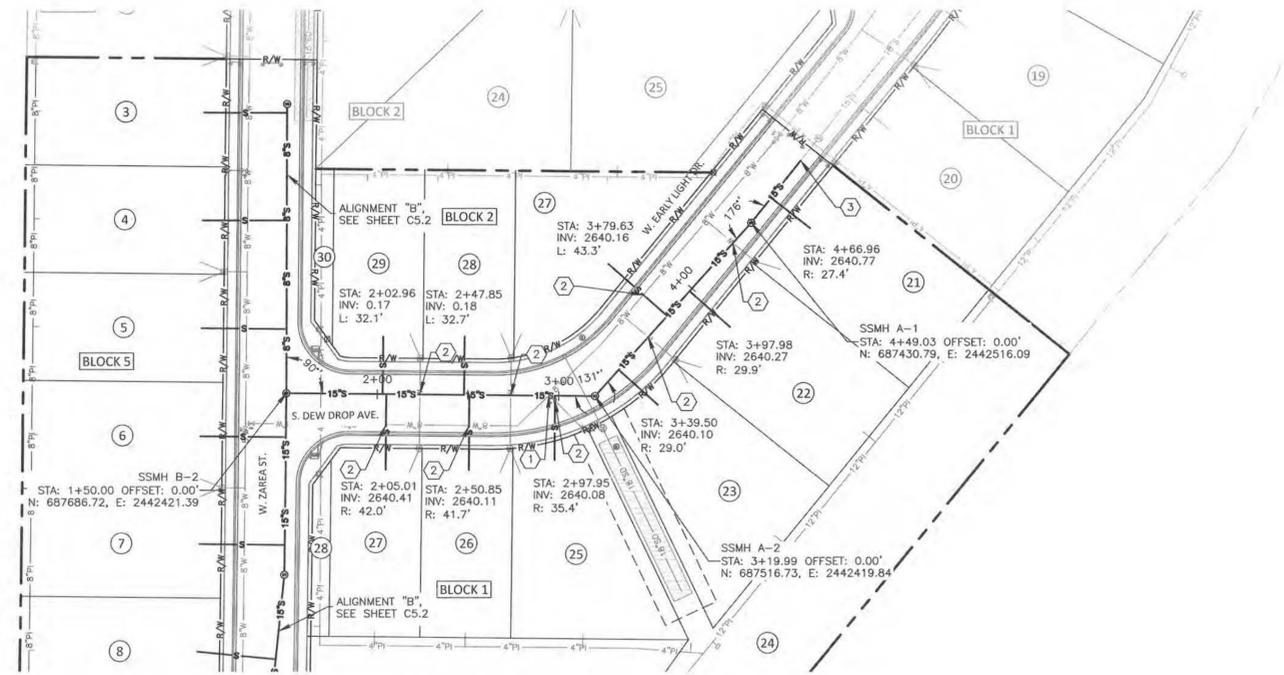
SEWER ALIGNMENT "E" (1+51.64 TO 2+94.25)



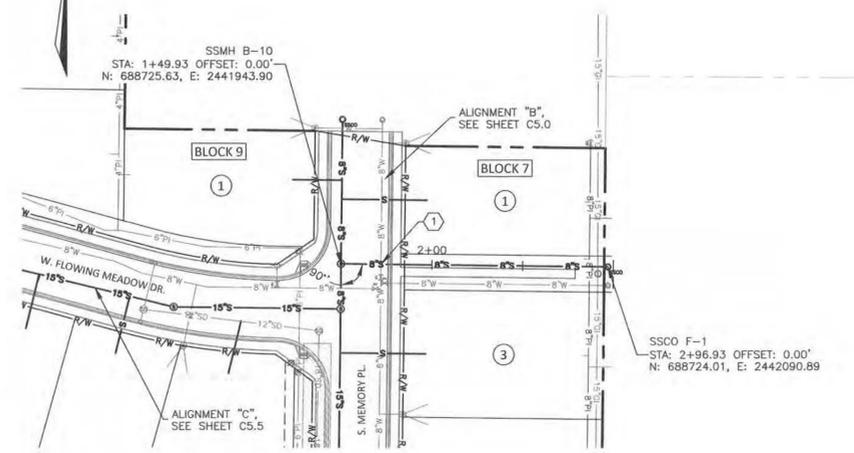
SEWER ALIGNMENT "D" (1+49.83 TO 2+96.58)



- SHEET NOTES**
- SEE SHEET C1.1 & C1.2 FOR SEWER NOTES AND GENERAL NOTES.
  - STATIONING BASED ON SEWER ALIGNMENT CENTERLINE.
  - SEWER MANHOLE SHALL BE 48" DIAMETER STANDARD MANHOLE TYPE A (CONCENTRIC) PER ISFW STANDARD DRAWING SD-501, (NO STEPS). INSTALL MANHOLE FRAME AND COVER PER ISFW STANDARD DRAWING SD-507 AND MANHOLE COVER PER ISFW STANDARD DRAWING SD-508.
  - INSTALL STANDARD SEWER SERVICE PER SERVICE MARKER PER ISFW STANDARD DRAWING SD-512. ALL SEWER SERVICES SHALL BE 4" PVC SDR-35, ASTM D-3034. SEWER SERVICES WITH LESS THAN 18" VERTICAL CLEARANCE FROM POTABLE WATER SHALL USE 4" PVC C900 WATER CLASS PIPE.
  - CONTRACTOR IS RESPONSIBLE FOR INSTALLING SEWER SERVICES 5' BEYOND JOINT TRENCH. VERIFY EXACT LOCATION OF SEWER SERVICES WITH DEVELOPER AND ENGINEER PRIOR TO INSTALLATION. SERVICE LENGTH AND INVERT ARE BASED ON STUB LOCATION SHOWN ON PLANS. STATIONING TAKEN FROM CENTERLINE OF SEWER ALIGNMENT.
  - SANITARY SEWER PIPE DIMENSION AND SLOPE IN PROFILE VIEW IS FROM CENTER OF MANHOLE TO CENTER OF MANHOLE.
- KEYNOTES (#)**
- MAINTAIN VERTICAL AND HORIZONTAL POTABLE/NON-POTABLE MAIN LINE SEPARATION PER UTILITY NOTE 5, SHEET C1.2 AND IDAHO DEQ REQUIREMENTS.
  - MAINTAIN VERTICAL AND HORIZONTAL POTABLE/NON-POTABLE MAIN/SERVICE OR SERVICE/SERVICE SEPARATION PER UTILITY NOTE 6, SHEET C1.2 AND IDAHO DEQ REQUIREMENTS.
  - CONSTRUCT SEWER MAIN WITH C900 WATER CLASS PIPE OR DROP WATER MAIN BELOW SEWER MAIN TO MAINTAIN POTABLE/NON-POTABLE MAIN LINE SEPARATION.
  - INSTALL SANITARY SEWER SERVICE PER DETAIL 12 SEEPAGE BED SEWER SERVICE CONFLICT, ACHD STORMWATER DESIGN GUIDELINES, PROVIDED SHEET C6.2.

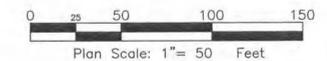


SEWER ALIGNMENT "A" (STA. 1+50.00 TO 5+43.15)



SEWER ALIGNMENT "F" (STA. 1+49.93 TO 2+96.93)

SEE VIEWPORTS FOR ORIENTATION



SHEET NOTES

- A. SEE SHEET C1.1 & C1.2 FOR SEWER NOTES AND GENERAL NOTES.
- B. STATIONING BASED ON SEWER ALIGNMENT CENTERLINE.
- C. SEWER MANHOLE SHALL BE 48" DIAMETER STANDARD MANHOLE TYPE A (CONCENTRIC) PER ISWPC STANDARD DRAWING SD-501, (NO STEPS). INSTALL MANHOLE FRAME AND COVER PER ISWPC STANDARD DRAWING SD-507 AND MANHOLE COVER PER ISWPC STANDARD DRAWING SD-508.
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- F. SANITARY SEWER PIPE DIMENSION AND SLOPE IN PROFILE VIEW IS FROM CENTER OF MANHOLE TO CENTER OF MANHOLE.

KEYNOTES

- 1. MAINTAIN VERTICAL AND HORIZONTAL POTABLE/NON-POTABLE MAIN LINE SEPARATION PER UTILITY NOTE 5, SHEET C1.2 AND IDAHO DEQ REQUIREMENTS.
- 2. MAINTAIN VERTICAL AND HORIZONTAL POTABLE/NON-POTABLE MAIN/SERVICE OR SERVICE/SERVICE SEPARATION PER UTILITY NOTE 6, SHEET C1.2 AND IDAHO DEQ REQUIREMENTS.
- 3. CONNECT TO EXISTING SEWER MAIN.



NO.	DATE	REVISIONS
1	12/2/19	REVISIONS PER CITY OF KUNA & ACHD COMMENTS
2	5/6/20	REVISIONS PER CITY OF KUNA & ACHD

GRAN PRADO SUBDIVISION NO. 2  
KUNA, IDAHO  
SEWER IMPROVEMENT PLANS  
SEWER ALIGNMENT "A" PLAN AND PROFILE (STA. 1+50.00 TO 5+43.15)  
SEWER ALIGNMENT "F" PLAN AND PROFILE (STA. 1+49.93 TO 2+96.93)

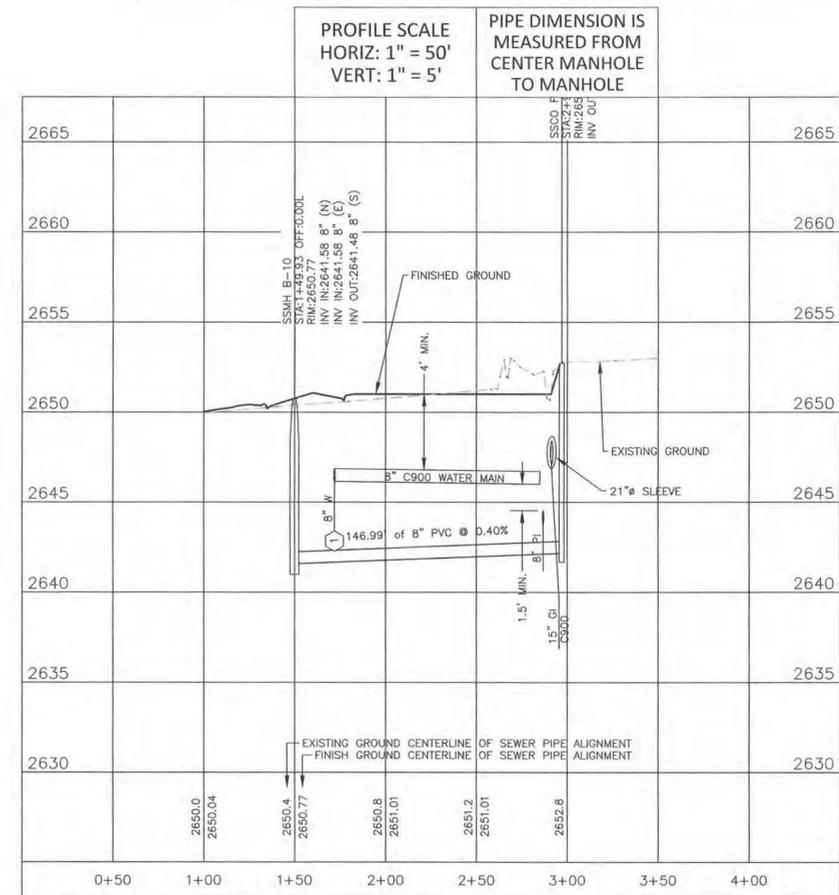
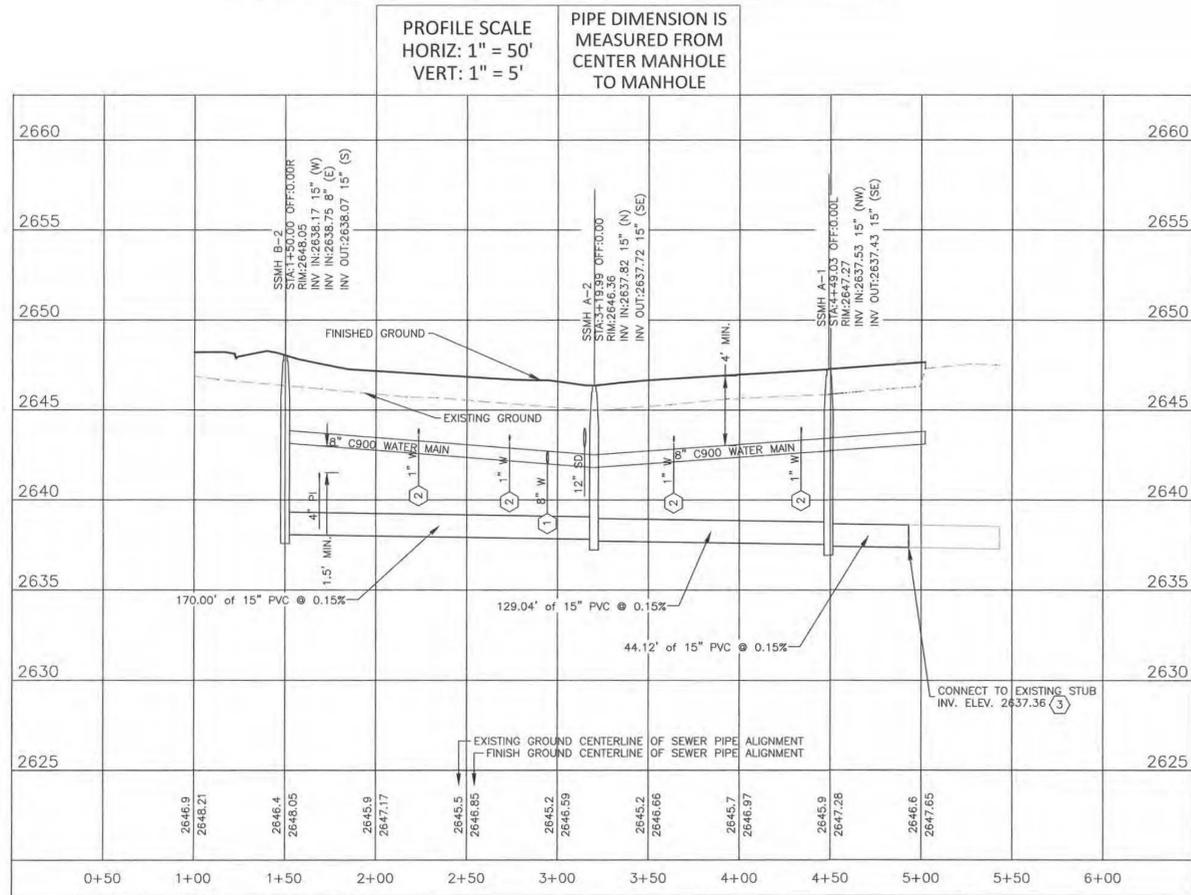
DRAWING STATUS:  
APPROVED FOR CONSTRUCTION

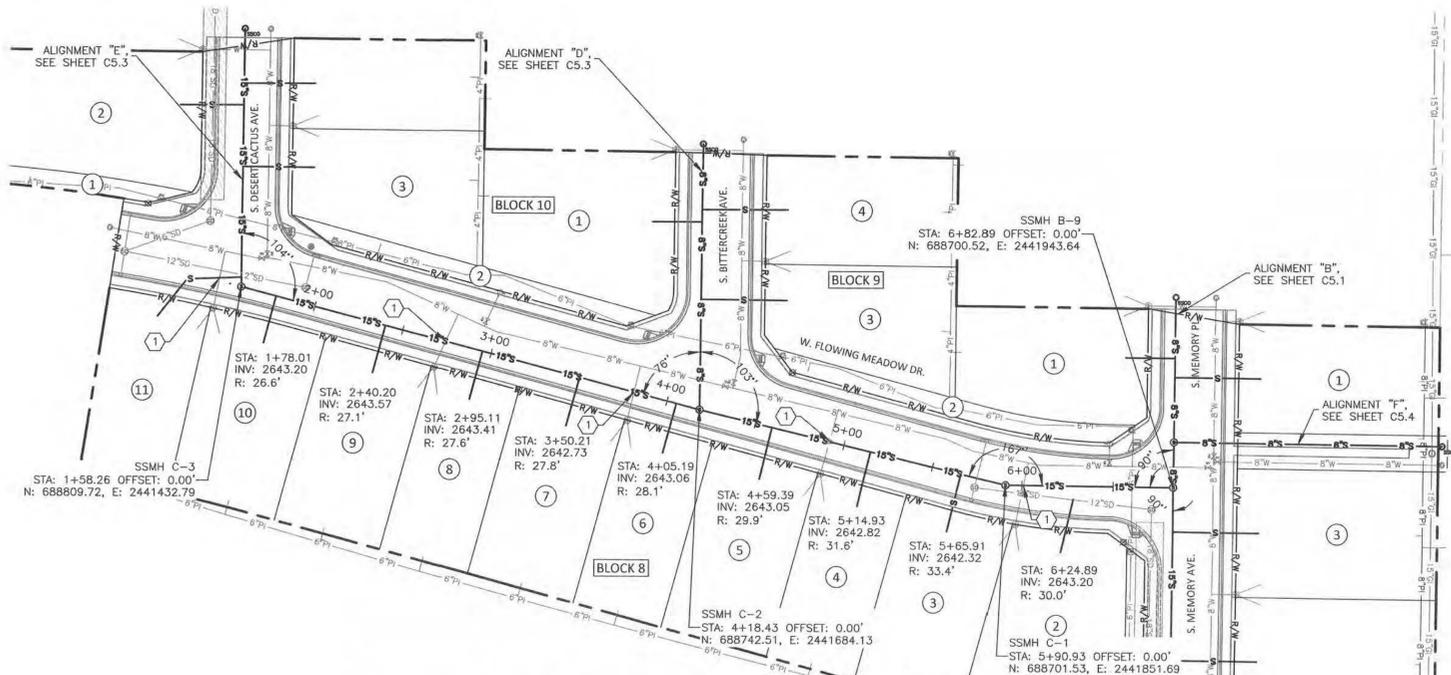


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DRAWN BY: RSP  
CHECKED BY: KPM  
DATE: 8/26/19  
PROJECT: 18-111

SHEET NO. C5.4

APPROVED FOR CONSTRUCTION





SEWER ALIGNMENT "C" (STA. 1+58.26 TO 6+82.89)

N

0 25 50 100 150  
Plan Scale: 1" = 50 Feet



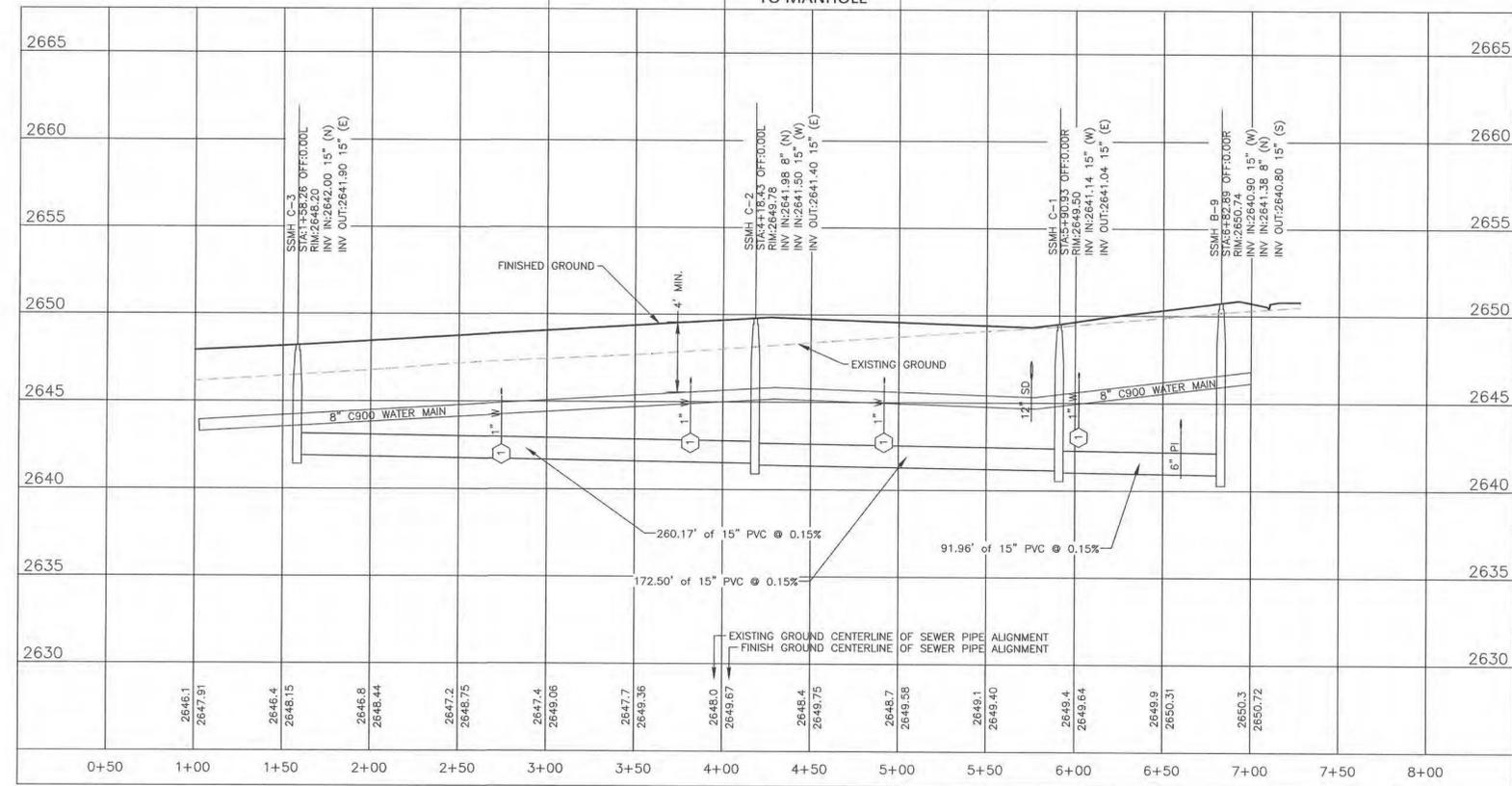
- SHEET NOTES**
- SEE SHEET C1.1 & C1.2 FOR SEWER NOTES AND GENERAL NOTES.
  - STATIONING BASED ON SEWER ALIGNMENT CENTERLINE.
  - SEWER MANHOLE SHALL BE 48" DIAMETER STANDARD MANHOLE TYPE A (CONCENTRIC) PER ISPCW STANDARD DRAWING SD-501, (NO STEPS). INSTALL MANHOLE FRAME AND COVER PER ISPCW STANDARD DRAWING SD-507 AND MANHOLE COVER PER ISPCW STANDARD DRAWING SD-508.
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  - SANITARY SEWER PIPE DIMENSION AND SLOPE IN PROFILE VIEW IS FROM CENTER OF MANHOLE TO CENTER OF MANHOLE.
- KEYNOTES** (K)
- MAINTAIN VERTICAL AND HORIZONTAL POTABLE/NON-POTABLE MAIN/SERVICE OR SERVICE/SERVICE SEPARATION PER UTILITY NOTE 6, SHEET C1.2 AND IDAHO DEQ REQUIREMENTS.

**REVISIONS**

NO.	DATE	REVISIONS PER CITY OF KUNA & ACHD COMMENTS
1	12/2/19	REVISIONS PER CITY OF KUNA & ACHD
2	5/6/20	REVISIONS PER CITY OF KUNA & ACHD

PROFILE SCALE  
HORIZ: 1" = 50'  
VERT: 1" = 5'

PIPE DIMENSION IS  
MEASURED FROM  
CENTER MANHOLE  
TO MANHOLE



GRAN PRADO SUBDIVISION NO. 2  
KUNA, IDAHO

SEWER IMPROVEMENT PLANS  
SEWER ALIGNMENT "C" PLAN AND PROFILE  
STA. 1+58.26 TO 6+82.89

DRAWING STATUS:  
APPROVED FOR  
CONSTRUCTION

**km**  
ENGINEERING

ENGINEERS, SURVEYORS, PLANNERS

9233 WEST STATE STREET  
BOISE, IDAHO 83714  
PHONE (208) 639-6939  
FAX (208) 639-6930

DESIGN BY: RSP  
DRAWN BY: RSP  
CHECKED BY: KPM  
DATE: 8/26/19  
PROJECT: 18-111

SHEET NO.  
C5.5

APPROVED FOR CONSTRUCTION



NO.	DATE	REVISIONS PER CITY OF KUNA & ACHD
1	12/2/19	
2	5/6/20	

**REVISIONS**

REVISIONS PER CITY OF KUNA & ACHD

**GRAN PRADO SUBDIVISION NO. 2  
KUNA, IDAHO  
WATER IMPROVEMENT PLANS**

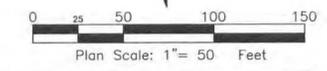
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**APPROVED FOR CONSTRUCTION**



DESIGN BY: RSP  
DRAWN BY: RSP  
CHECKED BY: KPM  
DATE: 8/26/19  
PROJECT: 18-111

SHEET NO.  
**C6.0**

APPROVED FOR CONSTRUCTION



**CIVIL ACRONYMS**

- STA: - ROAD STATION
- MJ - MECHANICAL JOINT
- FLG - FLANGE
- N: - NOTHING
- E: - EASTING
- L: - STATION OFFSET LEFT
- R: - STATION OFFSET RIGHT

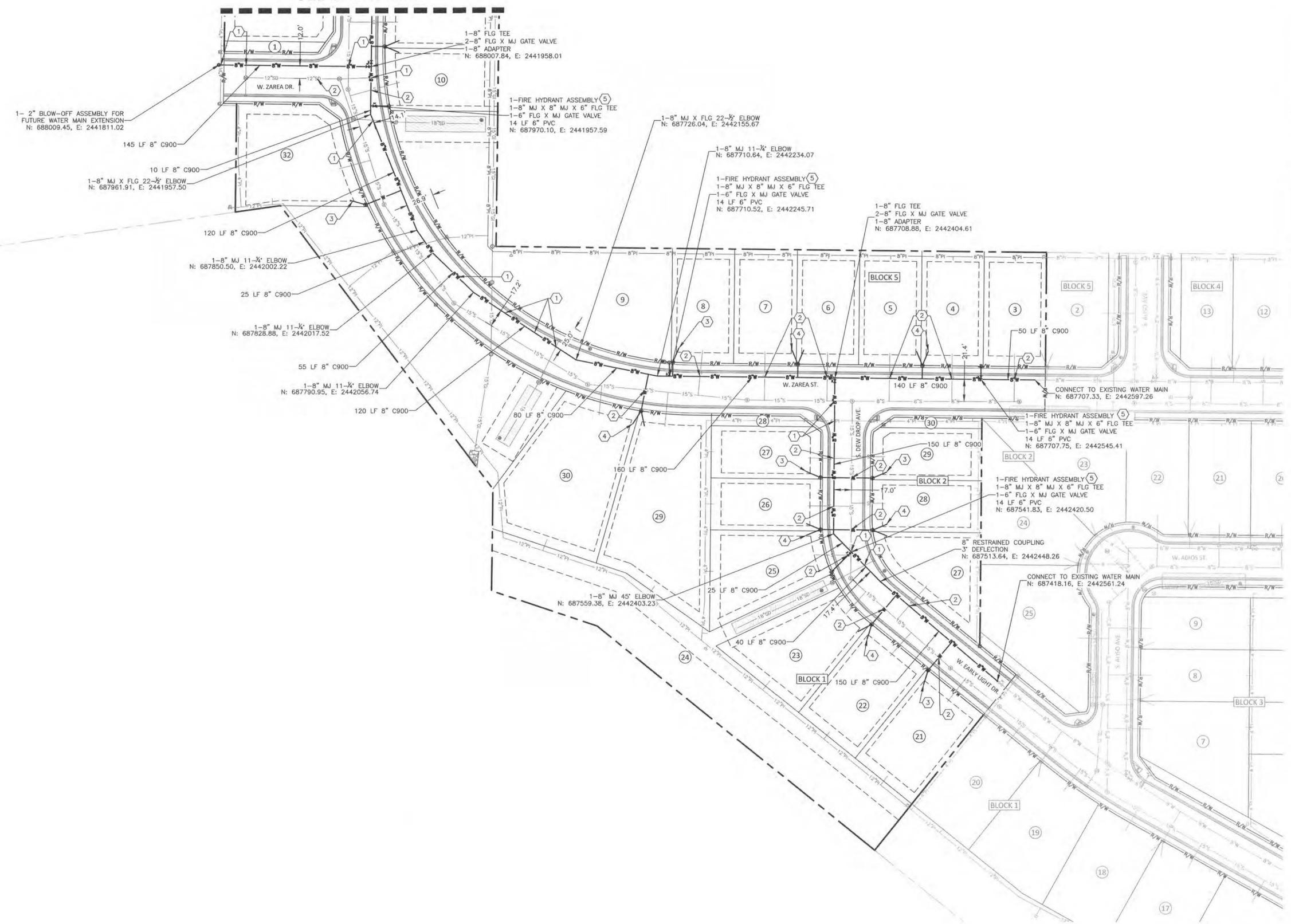
**SHEET NOTES**

- A. SEE SHEET C1.1 & C1.2 FOR GENERAL AND WATER NOTES.
- B. SEE SHEET C6.2 FOR WATER DETAILS.
- C. THRUST OR ANCHOR BLOCKS ARE REQUIRED AT ALL CHANGES OF DIRECTION PER CITY OF KUNA REQUIREMENTS.
- D. 8" WATER MAINS SHALL HAVE A MINIMUM OF 48" OF COVER DEPTH.

**KEYNOTES**

1. MAINTAIN VERTICAL AND HORIZONTAL POTABLE/NON-POTABLE MAIN LINE SEPARATION PER CITY OF KUNA AND DEQ REQUIREMENTS. SEE UTILITY NOTE 5 SHEET C1.2 FOR ADDITIONAL INFORMATION.
2. MAINTAIN VERTICAL AND HORIZONTAL POTABLE/NON-POTABLE MAIN/SERVICE OR SERVICE/SERVICE LINE SEPARATION PER CITY OF KUNA AND DEQ REQUIREMENTS. SEE UTILITY NOTE 6 SHEET C1.2 FOR ADDITIONAL INFORMATION.
3. INSTALL SINGLE METERED SERVICE CONNECTION PER CITY OF KUNA STANDARD DRAWINGS K-401-1 AND K-402, SHEET C6.2.
4. INSTALL DOUBLE METERED SERVICE CONNECTION PER CITY OF KUNA STANDARD DRAWINGS N-401-1 AND K-402, SHEET C6.2.
5. INSTALL FIRE HYDRANT PER ISPCW STANDARD DRAWING SD-404. HYDRANT SHALL BE FITTED WITH A STORZ LARGE DIAMETER OUTLET FITTING.

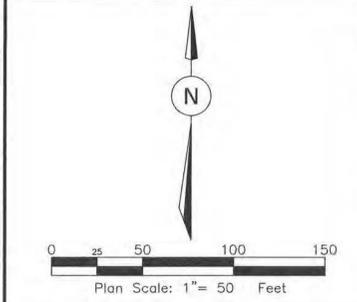
SEE SHEET C6.1



P:\18-111\CONSTRUCTION\ANSUB-11\WATER.DWG, SCOTT PHILLIPMAN, 8/26/2019, DWG TO PDF.PCS



NO.	REVISIONS PER CITY OF KUNA & ACHD	REVISIONS PER CITY OF KUNA & ACHD
1		
2		

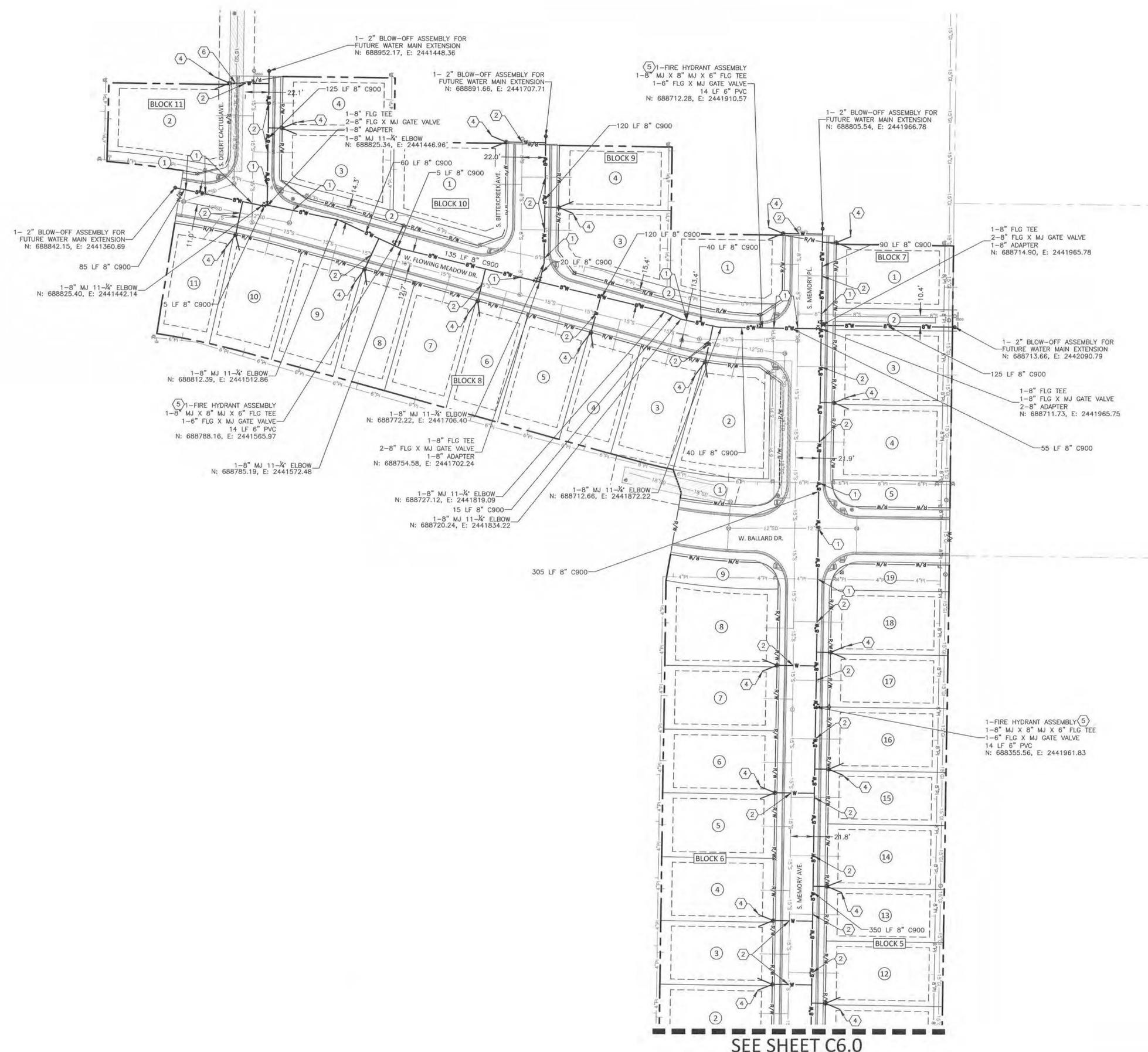


**CIVIL ACRONYMS**

STA:	— ROAD STATION
MJ:	— MECHANICAL JOINT
FLG:	— FLANGE
N:	— NORTHING
E:	— EASTING
L:	— STATION OFFSET LEFT
R:	— STATION OFFSET RIGHT

- SHEET NOTES**
- A. SEE SHEET C1.1 & C1.2 FOR GENERAL AND WATER NOTES.
  - B. SEE SHEET C6.2 FOR WATER DETAILS.
  - C. THRUST OR ANCHOR BLOCKS ARE REQUIRED AT ALL CHANGES OF DIRECTION PER CITY OF KUNA REQUIREMENTS.
  - D. 8" WATER MAINS SHALL HAVE A MINIMUM OF 48" OF COVER DEPTH.

- KEYNOTES**
1. MAINTAIN VERTICAL AND HORIZONTAL POTABLE/NON-POTABLE MAIN LINE SEPARATION PER CITY OF KUNA AND DEO REQUIREMENTS. SEE UTILITY NOTE 5 SHEET C1.2 FOR ADDITIONAL INFORMATION.
  2. MAINTAIN VERTICAL AND HORIZONTAL POTABLE/NON-POTABLE MAIN/SERVICE OR SERVICE/SERVICE LINE SEPARATION PER CITY OF KUNA AND DEO REQUIREMENTS. SEE UTILITY NOTE 5 SHEET C1.2 FOR ADDITIONAL INFORMATION.
  3. INSTALL SINGLE METERED SERVICE CONNECTION PER CITY OF KUNA STANDARD DRAWINGS K-401-1 AND K-402, SHEET C6.2.
  4. INSTALL DOUBLE METERED SERVICE CONNECTION PER CITY OF KUNA STANDARD DRAWINGS N-401-1 AND K-402, SHEET C6.2.
  5. INSTALL FIRE HYDRANT PER ISPWC STANDARD DRAWING SD-404, SHEET C6.2. HYDRANT SHALL BE FITTED WITH A STORZ LARGE DIAMETER OUTLET FITTING.
  6. INSTALL WATER SERVICE PER DETAIL 12 SEEPAGE BED WATER SERVICE CONFLICT ACHD STORMWATER DESIGN GUIDELINES PROVIDED SHEET C6.2.



**GRAN PRADO SUBDIVISION NO. 2**  
**KUNA, IDAHO**  
**WATER IMPROVEMENT PLANS**

DRAWING STATUS:  
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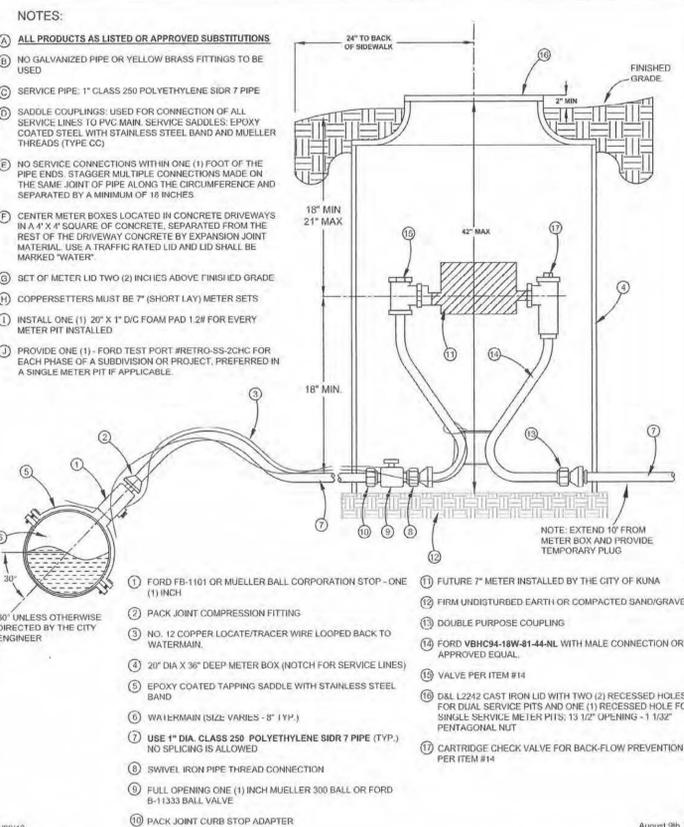
**km**  
ENGINEERING

ENGINEERS · SURVEYORS · PLANNERS  
9233 WEST STATE STREET  
BOISE, IDAHO 83714  
PHONE (208) 639-6939  
FAX (208) 639-6930

DESIGN BY:	RSP
DRAWN BY:	RSP
CHECKED BY:	KPM
DATE:	8/26/19
PROJECT:	18-111

SHEET NO.  
**C6.1**

SEE SHEET C6.0

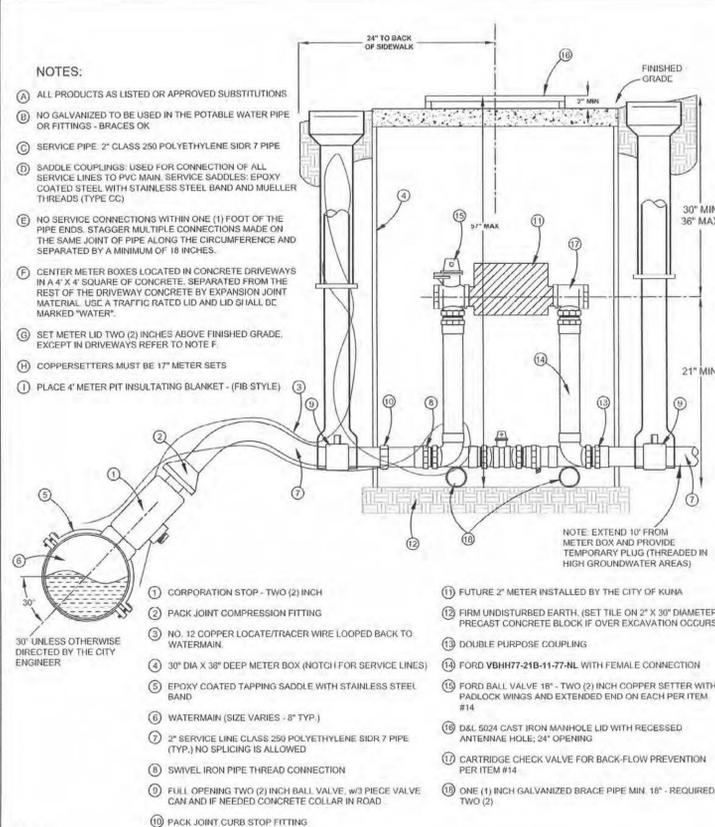


**NOTES:**

- ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS
- NO GALVANIZED PIPE OR YELLOW BRASS FITTINGS TO BE USED
- SERVICE PIPE: 1" CLASS 250 POLYETHYLENE SIDR 7 PIPE
- SADDLE COUPLINGS: USED FOR CONNECTION OF ALL SERVICE LINES TO PVC MAIN. SERVICE SADDLES: EPOXY COATED STEEL WITH STAINLESS STEEL BAND AND MUELLER THREADS (TYPE CC)
- NO SERVICE CONNECTIONS WITHIN ONE (1) FOOT OF THE PIPE ENDS. STAGGER MULTIPLE CONNECTIONS MADE ON THE SAME JOINT OF PIPE ALONG THE CIRCUMFERENCE AND SEPARATED BY A MINIMUM OF 18 INCHES
- CENTER METER BOXES LOCATED IN CONCRETE DRIVEWAYS IN A 4' X 4' SQUARE OF CONCRETE, SEPARATED FROM THE REST OF THE DRIVEWAY CONCRETE BY EXPANSION JOINT MATERIAL. USE A TRAFFIC RATED LID AND LID SHALL BE MARKED "WATER"
- SET OF METER LID TWO (2) INCHES ABOVE FINISHED GRADE
- COPPERSETTERS MUST BE 7" (SHORT LAY) METER SETS
- INSTALL ONE (1) 20" X 1" D/G FOAM PAD 1 28 FOR EVERY METER PIT INSTALLED
- PROVIDE ONE (1) FORD TEST PORT #RETRO-S2-2HC FOR EACH PHASE OF A SUBDIVISION OR PROJECT, PREFERRED IN A SINGLE METER PIT IF APPLICABLE.
- FORD FB-1101 OR MUELLER BALL CORPORATION STOP - ONE (1) INCH
- PACK JOINT COMPRESSION FITTING
- NO. 12 COPPER LOCATE/TRACER WIRE LOOPED BACK TO WATERMAIN
- 30" DIA X 38" DEEP METER BOX (NOTCH FOR SERVICE LINES)
- EPOXY COATED TAPPING SADDLE WITH STAINLESS STEEL BAND
- WATERMAIN (SIZE VARIES - 8" TYP.)
- USE 1" DIA. CLASS 250 POLYETHYLENE SIDR 7 PIPE (TYP.) NO SPLICING IS ALLOWED
- SWIVEL IRON PIPE THREAD CONNECTION
- FULL OPENING ONE (1) INCH MUELLER 300 BALL OR FORD 8-11333 BALL VALVE
- PACK JOINT CURB STOP ADAPTER
- FUTURE 7" METER INSTALLED BY THE CITY OF KUNA
- FIRM UNDISTURBED EARTH OR COMPACTED SAND/GRAVEL
- DOUBLE PURPOSE COUPLING
- FORD VBHC94-18W-81-44-AL WITH MALE CONNECTION OR APPROVED EQUAL
- VALVE PER ITEM #14
- D&L L2242 CAST IRON LID WITH TWO (2) RECESSED HOLES FOR DUAL SERVICE PITS AND ONE (1) RECESSED HOLE FOR SINGLE SERVICE METER PITS. 13 1/2" OPENING - 1 1/2" PENTAGONAL NOTCH
- CARTRIDGE CHECK VALVE FOR BACK-FLOW PREVENTION PER ITEM #14

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(208) 922-5546

**WATER SERVICE CONNECTION  
STANDARD 1" WATER SERVICE  
KUNA STD DWG K401-1**

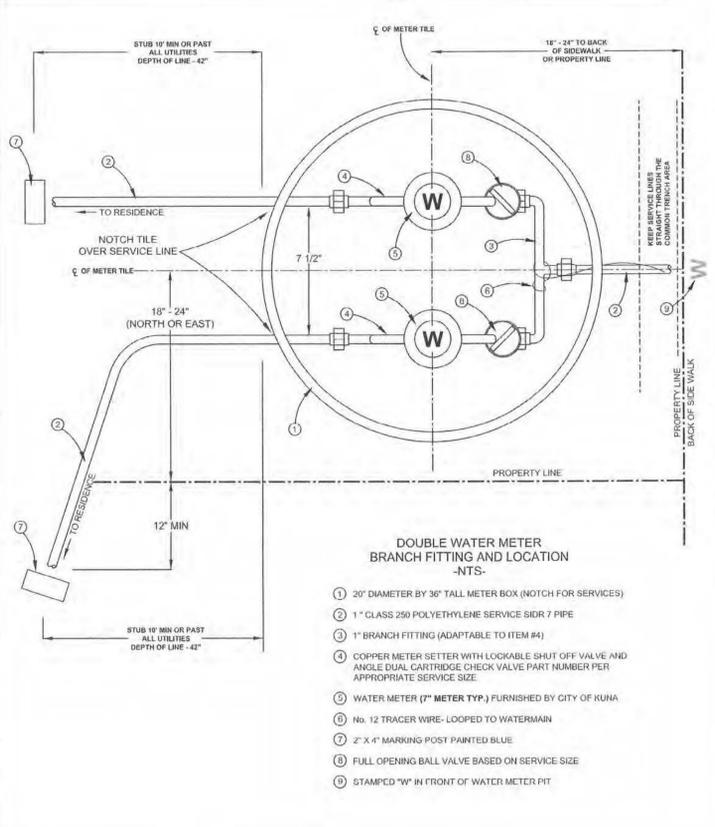


**NOTES:**

- ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS
- NO GALVANIZED TO BE USED IN THE POTABLE WATER PIPE OR FITTINGS - BRACES OK
- SERVICE PIPE: 2" CLASS 250 POLYETHYLENE SIDR 7 PIPE
- SADDLE COUPLINGS: USED FOR CONNECTION OF ALL SERVICE LINES TO PVC MAIN. SERVICE SADDLES: EPOXY COATED STEEL WITH STAINLESS STEEL BAND AND MUELLER THREADS (TYPE CC)
- NO SERVICE CONNECTIONS WITHIN ONE (1) FOOT OF THE PIPE ENDS. STAGGER MULTIPLE CONNECTIONS MADE ON THE SAME JOINT OF PIPE ALONG THE CIRCUMFERENCE AND SEPARATED BY A MINIMUM OF 18 INCHES
- CENTER METER BOXES LOCATED IN CONCRETE DRIVEWAYS IN A 4' X 4' SQUARE OF CONCRETE, SEPARATED FROM THE REST OF THE DRIVEWAY CONCRETE BY EXPANSION JOINT MATERIAL. USE A TRAFFIC RATED LID AND LID SHALL BE MARKED "WATER"
- SET METER LID TWO (2) INCHES ABOVE FINISHED GRADE. EXCEPT IN DRIVEWAYS REFER TO NOTE F
- COPPERSETTERS MUST BE 17" METER SETS
- PLACE 4" METER PIT INSULATING BLANKET - (FIB STYLE)
- CORPORATION STOP - TWO (2) INCH
- PACK JOINT COMPRESSION FITTING
- NO. 12 COPPER LOCATE/TRACER WIRE LOOPED BACK TO WATERMAIN
- 30" DIA X 38" DEEP METER BOX (NOTCH FOR SERVICE LINES)
- EPOXY COATED TAPPING SADDLE WITH STAINLESS STEEL BAND
- WATERMAIN (SIZE VARIES - 8" TYP.)
- 2" SERVICE LINE CLASS 250 POLYETHYLENE SIDR 7 PIPE (TYP.) NO SPLICING IS ALLOWED
- SWIVEL IRON PIPE THREAD CONNECTION
- FULL OPENING TWO (2) INCH BALL VALVE. w/3 PIECE VALVE CAN AND IF NEEDED CONCRETE COLLAR IN ROAD
- ONE (1) INCH GALVANIZED BRACE PIPE MIN. 18" - REQUIRED TWO (2)
- FUTURE 2" METER INSTALLED BY THE CITY OF KUNA
- FIRM UNDISTURBED EARTH (SET LITE ON 2' X 30" DIAMETER PRECAST CONCRETE BLOCK IF OVER EXCAVATION OCCURS)
- DOUBLE PURPOSE COUPLING
- FORD VBHH17-21B-11-77-AL WITH FEMALE CONNECTION
- FORD BALL VALVE 18" - TWO (2) INCH COPPER SETTER WITH PADLOCK WINGS AND EXTENDED END ON EACH PER ITEM #14
- D&L 5024 CAST IRON MANHOLE LID WITH RECESSED ANTENNAE HOLE; 24" OPENING
- CARTRIDGE CHECK VALVE FOR BACK-FLOW PREVENTION PER ITEM #14
- ONE (1) INCH GALVANIZED BRACE PIPE MIN. 18" - REQUIRED TWO (2)

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**WATER SERVICE CONNECTION  
STANDARD 2" WATER SERVICE  
KUNA STD DWG K402**

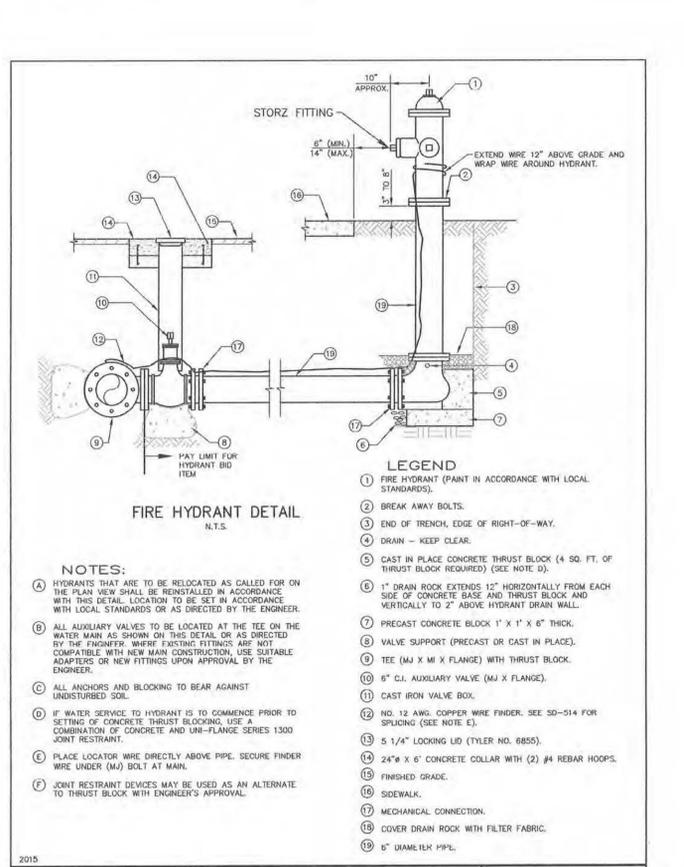


**DOUBLE WATER METER  
BRANCH FITTING AND LOCATION  
-NTS-**

- 20" DIAMETER BY 36" TALL METER BOX (NOTCH FOR SERVICES)
- 1" CLASS 250 POLYETHYLENE SERVICE SIDR 7 PIPE
- 1" BRANCH FITTING (ADAPTABLE TO ITEM #4)
- COPPER METER SETTER WITH LOCKABLE SHUT OFF VALVE AND ANGLE DUAL CARTRIDGE CHECK VALVE PART NUMBER PER APPROPRIATE SERVICE SIZE
- WATER METER (7" METER TYP.) FURNISHED BY CITY OF KUNA
- No. 12 TRACER WIRE - LOOPED TO WATERMAIN
- 2" X 4" MARKING POST PAINTED BLUE
- FULL OPENING BALL VALVE BASED ON SERVICE SIZE
- STAMPED "W" IN FRONT OF WATER METER PIT

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**WATER SERVICE CONNECTION  
WATER METER & PIT LAYOUT  
KUNA WATER DETAIL K402**



**FIRE HYDRANT  
DETAIL  
N.T.S.**

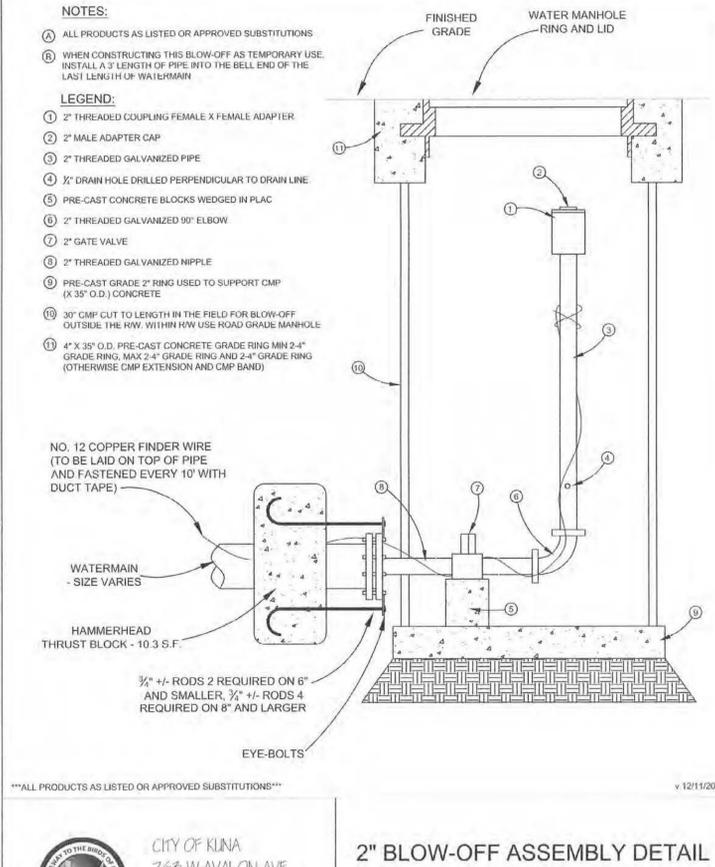
**NOTES:**

- HYDRANTS THAT ARE TO BE RELOCATED AS CALLED FOR ON THE PLAN NEW SHALL BE REINSTALLED IN ACCORDANCE WITH THIS DETAIL. LOCATION TO BE SET IN ACCORDANCE WITH LOCAL STANDARDS OR AS DIRECTED BY THE ENGINEER.
- ALL AUXILIARY VALVES TO BE LOCATED AT THE TEE ON THE WATER MAIN AS SHOWN ON THIS DETAIL OR AS DIRECTED BY THE ENGINEER. BEFORE EXISTING FITTINGS ARE NOT COMPATIBLE WITH NEW MAIN CONSTRUCTION, USE SUITABLE ADAPTERS OR NEW FITTINGS UPON APPROVAL BY THE ENGINEER.
- ALL ANCHORS AND BLOCKING TO BEAR AGAINST UNDISTURBED SOIL.
- IF WATER SERVICE TO HYDRANT IS TO COMMENCE PRIOR TO SETTING OF CONCRETE THRUST BLOCKING, USE A COMBINATION OF CONCRETE AND UNI-FLANGE SERIES 1300 JOINT RESTRAINT.
- PLACE LOCATION WIRE DIRECTLY ABOVE PIPE. SECURE FINDER WIRE UNDER (M) BOLT AT MAIN.
- JOINT RESTRAINT DEVICES MAY BE USED AS AN ALTERNATE TO THRUST BLOCK WITH ENGINEER'S APPROVAL.
- FIRE HYDRANT (PAINT IN ACCORDANCE WITH LOCAL STANDARDS)
- BREAK AWAY BOLTS
- END OF TRENCH, EDGE OF RIGHT-OF-WAY
- DRAIN - KEEP CLEAR
- CAST IN PLACE CONCRETE THRUST BLOCK (4 SQ. FT. OF THRUST BLOCK REQUIRED) (SEE NOTE D)
- 1" DRAIN ROCK EXTENDS 12" HORIZONTALLY FROM EACH SIDE OF CONCRETE BASE AND THRUST BLOCK AND VERTICALLY TO 2" ABOVE HYDRANT DRAIN WALL
- VALVE SUPPORT (PRECAST OR CAST IN PLACE)
- TEE (M) X (M) X FLANGE) WITH THRUST BLOCK
- 6" C.I. AUXILIARY VALVE (M) X FLANGE)
- CAST IRON VALVE BOX
- NO. 12 AWG. COPPER WIRE FINDER. SEE SD-514 FOR SPLICING (SEE NOTE E)
- 5 1/4" LOCKING LID (TYLER NO. 8855)
- 24" x 6" CONCRETE COLLAR WITH (2) #4 REBAR RODS
- FINISHED GRADE
- SIDEWALK
- MECHANICAL CONNECTION
- COVER DRAIN ROCK WITH FILTER FABRIC
- 6" DIAM. 1/2" P.P.L.

2015

IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION

**STANDARD DRAWING  
NO. SD-404**



**2" BLOW-OFF ASSEMBLY DETAIL  
TO BE USED ON MAINS <12" DIA  
KUNA STD DWG K-405**

**NOTES:**

- ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS
- WHEN CONSTRUCTING THIS BLOW-OFF AS TEMPORARY USE, INSTALL A 3' LENGTH OF PIPE INTO THE BELL END OF THE LAST LENGTH OF WATERMAIN

**LEGEND:**

- 2" THREADED COUPLING FEMALE X FEMALE ADAPTER
- 2" MALE ADAPTER CAP
- 2" THREADED GALVANIZED PIPE
- 1/2" DRAIN HOLE DRILLED PERPENDICULAR TO DRAIN LINE
- PRE-CAST CONCRETE BLOCKS WEDGED IN PLACE
- 2" THREADED GALVANIZED 90° ELBOW
- 2" GATE VALVE
- 2" THREADED GALVANIZED NIPPLE
- PRE-CAST GRADE 2" RING USED TO SUPPORT CMP (X 35" O.D.) CONCRETE
- 30" CMP CUT TO LENGTH IN THE FIELD FOR BLOW-OFF OUTSIDE THE RW. WITHIN RW USE ROAD GRADE MANHOLE
- 4" X 35" O.D. PRE-CAST CONCRETE GRADE RING MIN 2-4" GRADE RING, MAX 2-4" GRADE RING AND 2-4" GRADE RING (OTHERWISE CMP EXTENSION AND CMP BAND)

NO. 12 COPPER FINDER WIRE (TO BE LAID ON TOP OF PIPE AND FASTENED EVERY 10' WITH DUCT TAPE)

WATERMAIN - SIZE VARIES

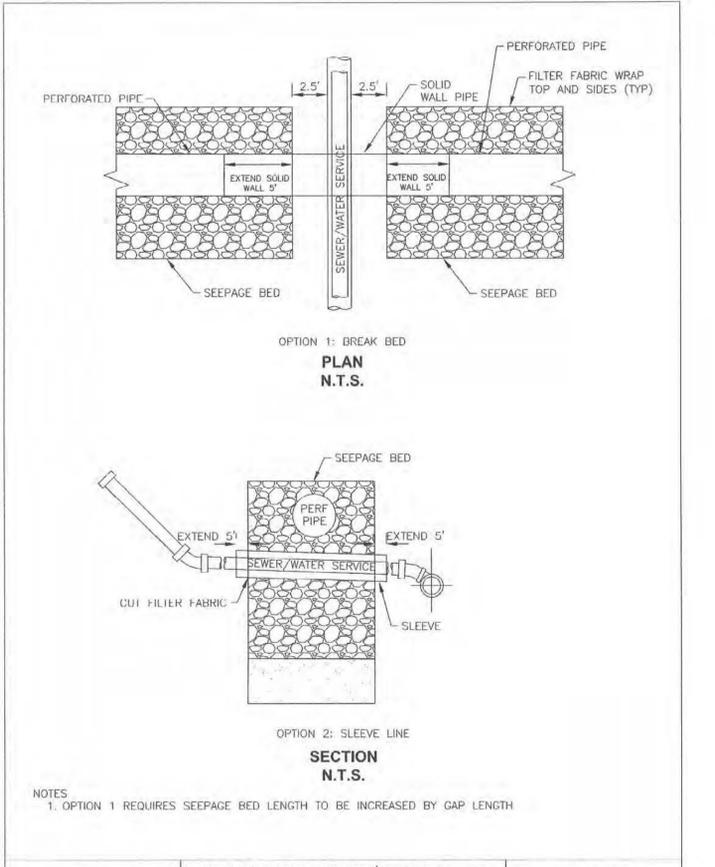
HAMMERHEAD THRUST BLOCK - 10-3 S.F.

3/4" +/- RODS 2 REQUIRED ON 6" AND SMALLER, 3/4" +/- RODS 4 REQUIRED ON 8" AND LARGER

EYE-BOLTS

\*\*\*ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS\*\*\*

CITY OF KUNA  
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**SEEPAGE BED/SEWER & WATER SERVICE CONFLICT  
DETAIL 12**

**NOTES:**

- OPTION 1 REQUIRES SEEPAGE BED LENGTH TO BE INCREASED BY GAP LENGTH

2015  
ACHD STORMWATER DESIGN GUIDELINES

**STANDARD DRAWING  
DETAIL 12**



NO.	REVISIONS	DATE	ITEM
1	REVISIONS PER CITY OF KUNA & ACHD COMMENTS	12/7/19	
2	REVISIONS PER CITY OF KUNA & ACHD	5/6/20	

GRAN PRADO SUBDIVISION NO. 2  
KUNA, IDAHO

**WATER IMPROVEMENT PLANS  
DETAILS**

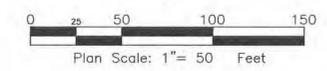
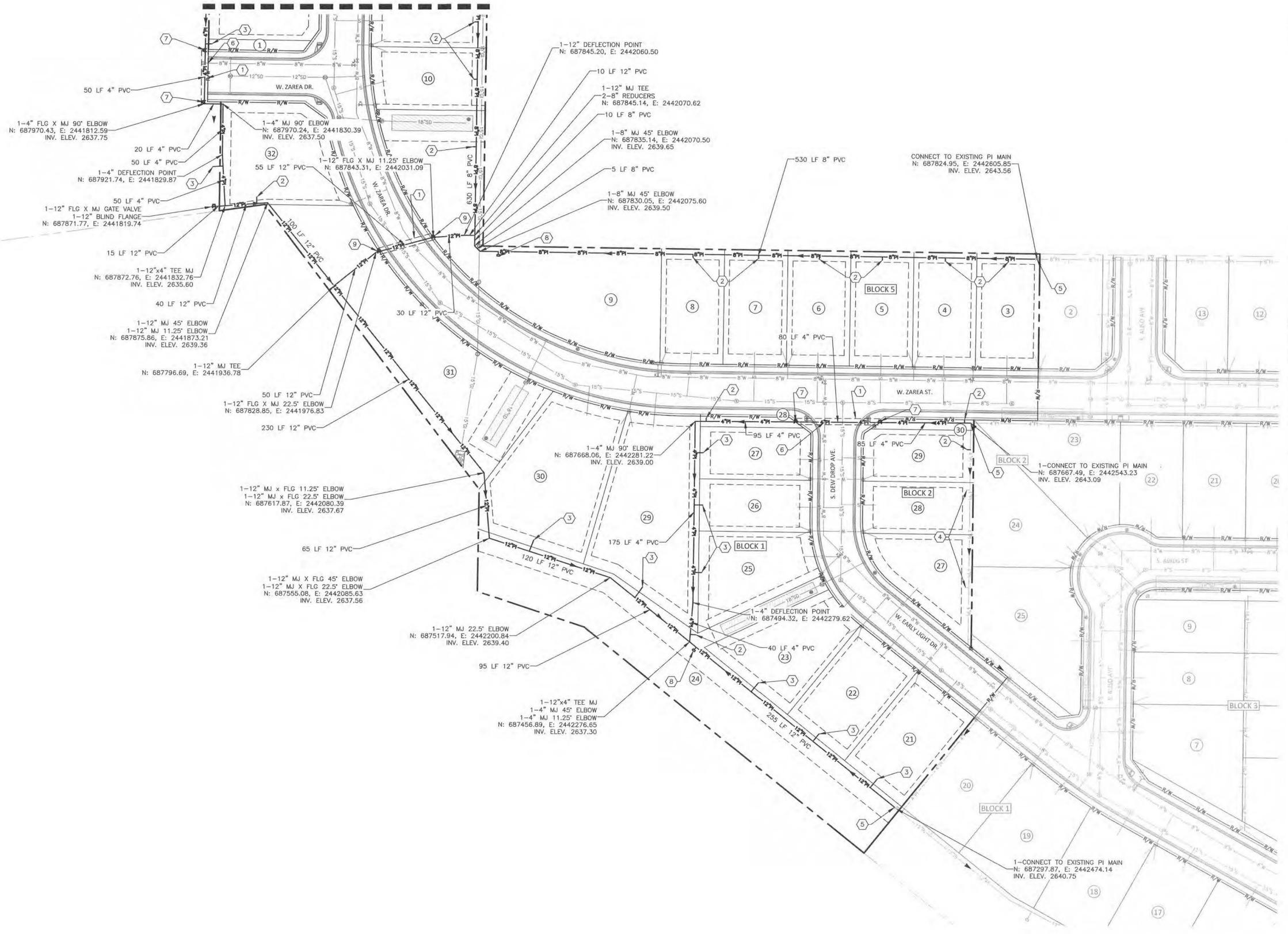
**DRAWING STATUS:**  
APPROVED FOR CONSTRUCTION

**km ENGINEERING**  
ENGINEERS, SURVEYORS, PLANNERS  
9233 WEST STATE STREET  
BOISE, IDAHO 83714  
PHONE (208) 639-6939  
FAX (208) 639-6930

DESIGN BY: RSP  
DRAWN BY: RSP  
CHECKED BY: KPM  
DATE: 8/26/19  
PROJECT: 18-111  
SHEET NO. C6.2

APPROVED FOR CONSTRUCTION

SEE SHEET C7.1



**SHEET NOTES**

- A. SEE SHEET C1.1 & C1.2 GENERAL, IRRIGATION, AND ACHD NOTES.
- B. SEE SHEET C7.3 FOR PRESSURE IRRIGATION DETAILS.
- C. ALL FITTINGS AND VALVES SHALL BE THE SAME SIZE AS THE LARGEST DIAMETER PIPE COMING INTO THE FITTING OR VALVE.
- D. ALL ROAD-CROSSINGS SHALL BE SLEEVED PER TYPICAL SLEEVED ROAD CROSSING DETAIL, SHEET C7.3.
- E. THRUST OR ANCHOR BLOCKS ARE REQUIRED AT ALL CHANGES OF DIRECTIONS PER ISPMC STANDARD DRAWING SD-403.
- F. THE PROPOSED PRESSURE IRRIGATION SYSTEM WILL BE OWNED, MAINTAINED, AND OPERATED BY THE CITY OF KUNA.
- G. ALL PRESSURE IRRIGATION MAIN LINE VALVES SHALL BE INSTALLED PER STANDARD DRAWING KIRR-01, PROVIDED SHEET C7.3.

**KEYNOTES**

- 1. INSTALL AWWA C-900 SLEEVE PER DETAIL, SHEET C7.1.
- 2. INSTALL PI SHORT-SIDE SERVICE PER STANDARD DRAWING KIRR-02-01, PROVIDED SHEET C7.3.
- 3. INSTALL PI LONG SERVICE PER STANDARD DRAWING KIRR-02-02, PROVIDED SHEET C7.3.
- 4. CONTRACTOR TO VERIFY EXISTENCE OF PRESSURE IRRIGATION SERVICES. RETAIN AND PROTECT IF ALREADY INSTALLED. IF NO SERVICE IS FOUND INSTALL PI SHORT SIDE SERVICE PER STANDARD DRAWING KIRR-0201, PROVIDED SHEET C7.3.
- 5. CONTRACTOR TO VERIFY LOCATION AND CONNECT TO EXISTING CITY OF KUNA PRESSURIZED IRRIGATION SYSTEM.
- 6. MAINTAIN HORIZONTAL AND VERTICAL SEPARATION OF THE POTABLE WATER AND NON-POTABLE PIPELINES (SEWER, STORM DRAIN, IRRIGATION, AMENITY, ETC.), SEE UTILITY NOTE 5, SHEET C1.2 FOR MORE INFORMATION.
- 7. INSTALL 4" GATE VALVE.
- 8. INSTALL DRAIN VALVES PER STANDARD DRAWING KIRR-03 PROVIDED SHEET C7.3.
- 9. INSTALL 12" FLG X MJ GATE VALVE.



REVISIONS	
NO.	DATE
1	12/21/19
2	5/6/20

**GRAN PRADO SUBDIVISION NO. 2**  
**KUNA, IDAHO**  
**IRRIGATION IMPROVEMENT PLANS**

DRAWING STATUS:  
APPROVED FOR CONSTRUCTION

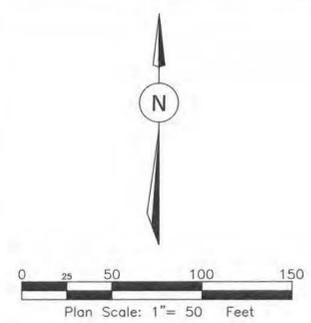
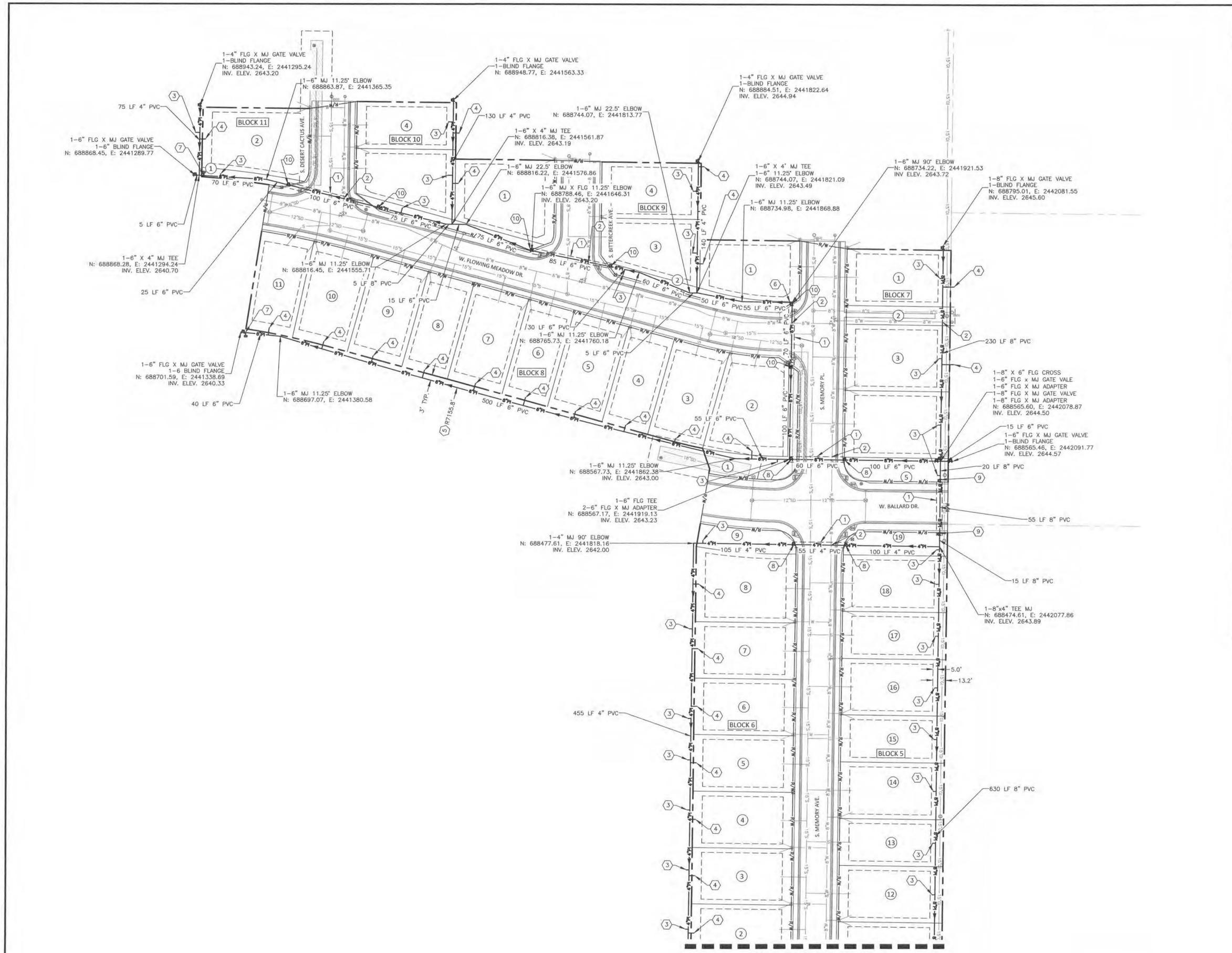
**km**  
ENGINEERING

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DESIGN BY:	RSP
DRAWN BY:	RSP
CHECKED BY:	KPM
DATE:	8/26/19
PROJECT:	18-111

SHEET NO.  
**C7.0**

APPROVED FOR CONSTRUCTION



**SHEET NOTES**

- A. SEE SHEET C1.1 & C1.2 GENERAL, IRRIGATION, AND ACHD NOTES.
- B. SEE SHEET C7.3 FOR PRESSURE IRRIGATION DETAILS.
- C. ALL FITTINGS AND VALVES SHALL BE THE SAME SIZE AS THE LARGEST DIAMETER PIPE COMING INTO THE FITTING OR VALVE.
- D. ALL ROAD-CROSSINGS SHALL BE SLEEVED PER TYPICAL SLEEVED ROAD CROSSING DETAIL, SHEET C7.3.
- E. THRUST OR ANCHOR BLOCKS ARE REQUIRED AT ALL CHANGES OF DIRECTIONS PER ISPWC STANDARD DRAWING SD-403.
- F. THE PROPOSED PRESSURE IRRIGATION SYSTEM WILL BE OWNED, MAINTAINED, AND OPERATED BY THE CITY OF KUNA.
- G. ALL PRESSURE IRRIGATION MAIN LINE VALVES SHALL BE INSTALLED PER STANDARD DRAWING KIRR-01, PROVIDED SHEET C7.3.

**KEYNOTES #**

- 1. INSTALL AWWA C-900 SLEEVE PER DETAIL, SHEET C7.3.
- 2. MAINTAIN HORIZONTAL AND VERTICAL SEPARATION OF THE POTABLE WATER AND NON-POTABLE PIPELINES (SEWER, STORM DRAIN, IRRIGATION, AMENITY, ETC.). SEE UTILITY NOTE 5, SHEET C1.2 FOR MORE INFORMATION.
- 3. INSTALL PI SHORT-SIDE SERVICE PER STANDARD DRAWING KIRR-02-01, PROVIDED SHEET C7.3.
- 4. INSTALL PI LONG SERVICE PER STANDARD DRAWING KIRR-02-02, PROVIDED SHEET C7.3.
- 5. INSTALL HORIZONTAL IRRIGATION MAIN ALIGNMENT PER RADIUS SHOWN ON PLAN. MAXIMUM RADIUS OF THE PIPE DUE TO LONGITUDINAL BENDING SHALL EQUAL 400 FT OR GREATER PER CALCULATIONS BELOW. DEFLECTION OF THE JOINT IS NOT ALLOWED AND MAY CAUSE LEAKAGE.  
  
 $MANUFACTURER'S \text{ ALLOWABLE LONGITUDINAL BENDING RADIUS OR APPROVED EQUAL} = 200 \text{ FT}$   
 $LENGTH \text{ OF ARC} = \pi \cdot R = 3.14 \cdot 200 \text{ FT} = 628 \text{ FT}$   
 $628 \text{ FT} / 20 \text{ FT LENGTH OF PIPE} = 31.4$   
 $180^\circ / 31.4 = 5.73^\circ \text{ DEFLECTION (PER MANUFACTURER'S REQUIREMENTS, OR APPROVED EQUAL)}$   
  
 $CONTRACTOR \text{ SHALL VERIFY MANUFACTURER'S ALLOWABLE LONGITUDINAL BENDING RADIUS.}$
- 6. INSTALL ARV PER STANDARD DRAWING KIRR-02, PROVIDED SHEET C7.3.
- 7. INSTALL DRAIN VALVES PER STANDARD DRAWING KIRR-03 PROVIDED SHEET C7.3.
- 8. INSTALL 4" GATE VALVE.
- 9. INSTALL 8" GATE VALVE.
- 10. INSTALL 10" GATE VALVE.



NO.	REVISIONS PER CITY OF KUNA & ACHD COMMENTS	DATE
1		12/2/19
2		5/6/20

**GRAN PRADO SUBDIVISION NO. 2**  
**KUNA, IDAHO**  
**IRRIGATION IMPROVEMENT PLANS**

DRAWING STATUS:  
**APPROVED FOR CONSTRUCTION**

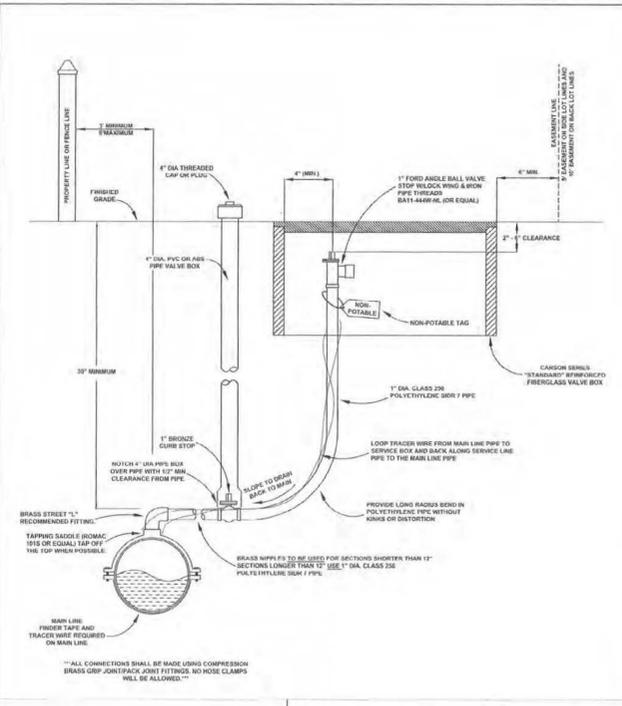


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DRAWN BY:	RSP
CHECKED BY:	KPM
DATE:	8/26/19
PROJECT:	18-111

SHEET NO.  
**C7.1**

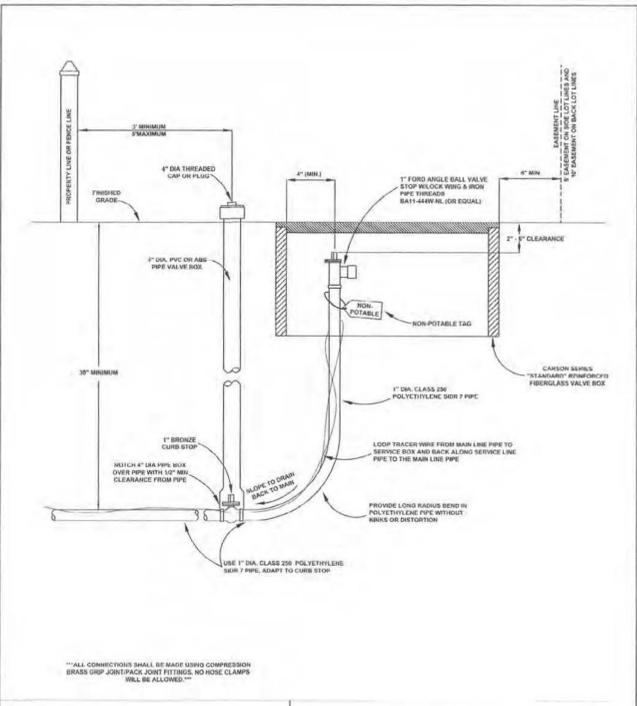
SEE SHEET C7.1

**APPROVED FOR CONSTRUCTION**



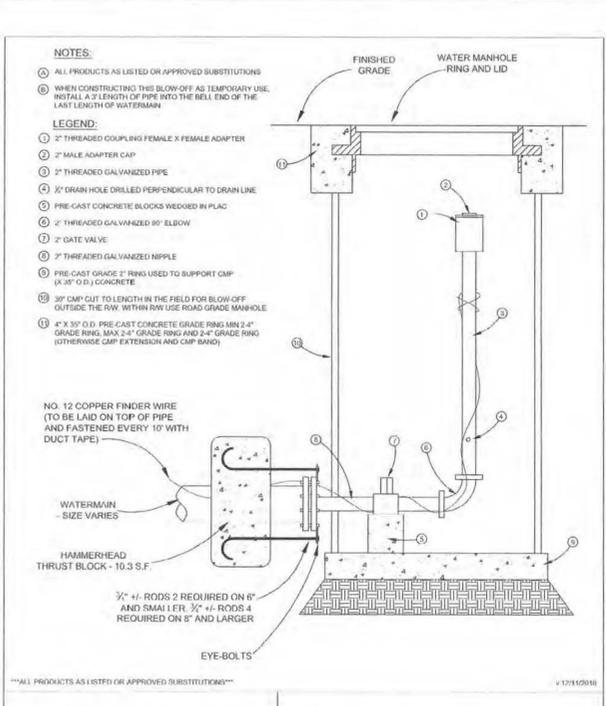
**CITY OF KUNA**  
763 W AVAALON AVE  
KUNA, ID 83634  
(208) 922-5546

**PRESSURIZED IRRIGATION  
STANDARD RESIDENTIAL 1\"/>**



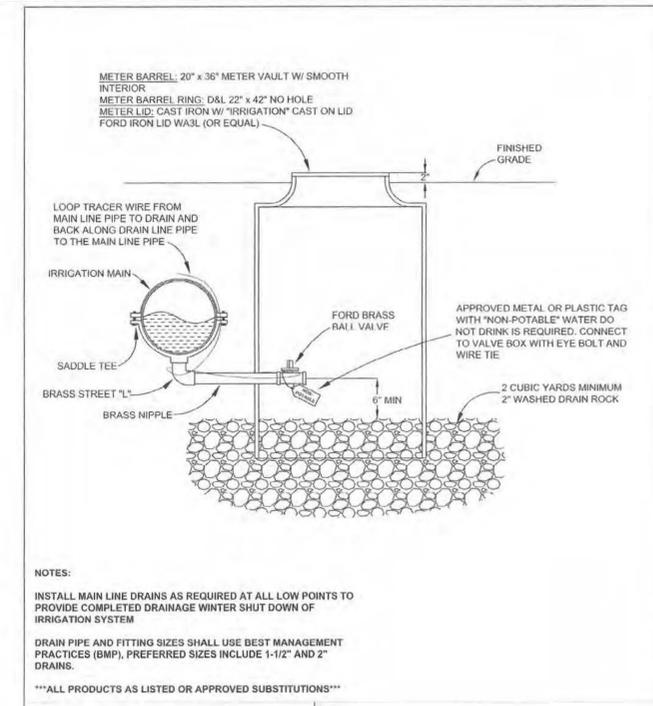
**CITY OF KUNA**  
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(208) 922-5546

**PRESSURIZED IRRIGATION  
STANDARD RESIDENTIAL 1\"/>**



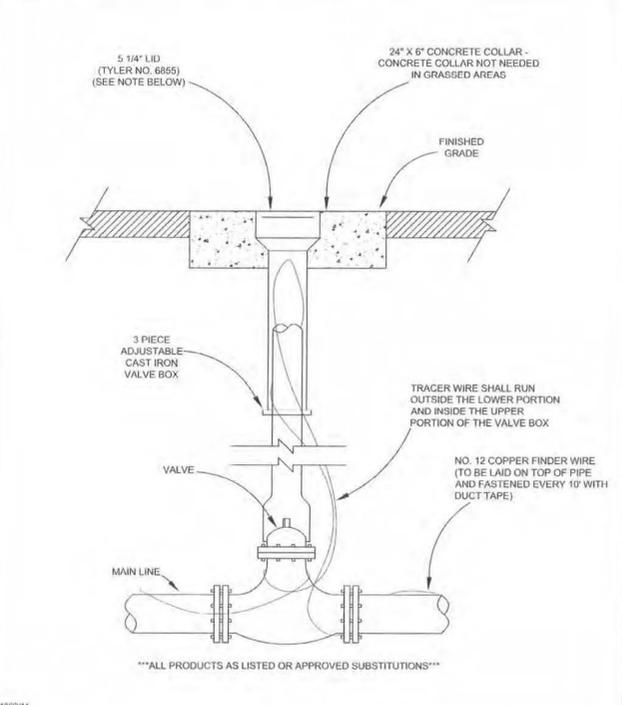
**CITY OF KUNA**  
763 W AVAALON AVE  
KUNA, ID 83634  
(208) 922-5546

**2\"/>**



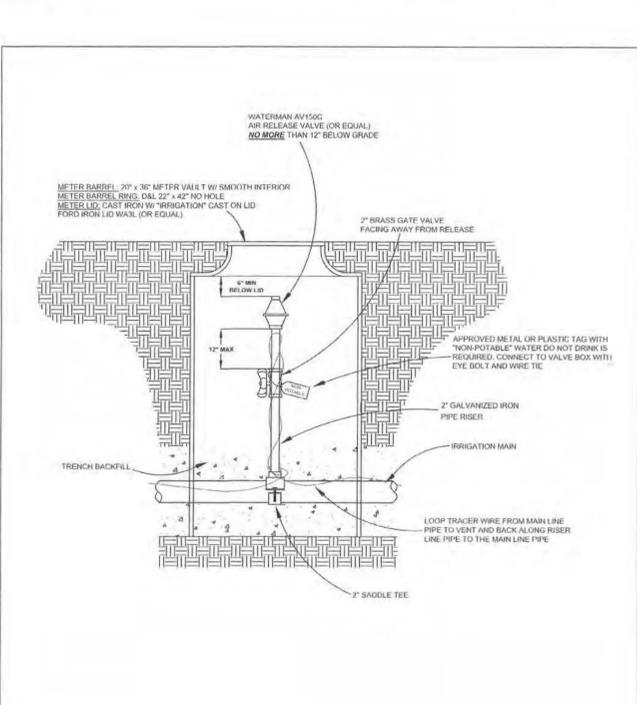
**CITY OF KUNA**  
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KUNA, ID 83634  
(208) 922-5546

**PRESSURIZED IRRIGATION  
DRAIN VALVE  
KUNA STD DWG K-903**



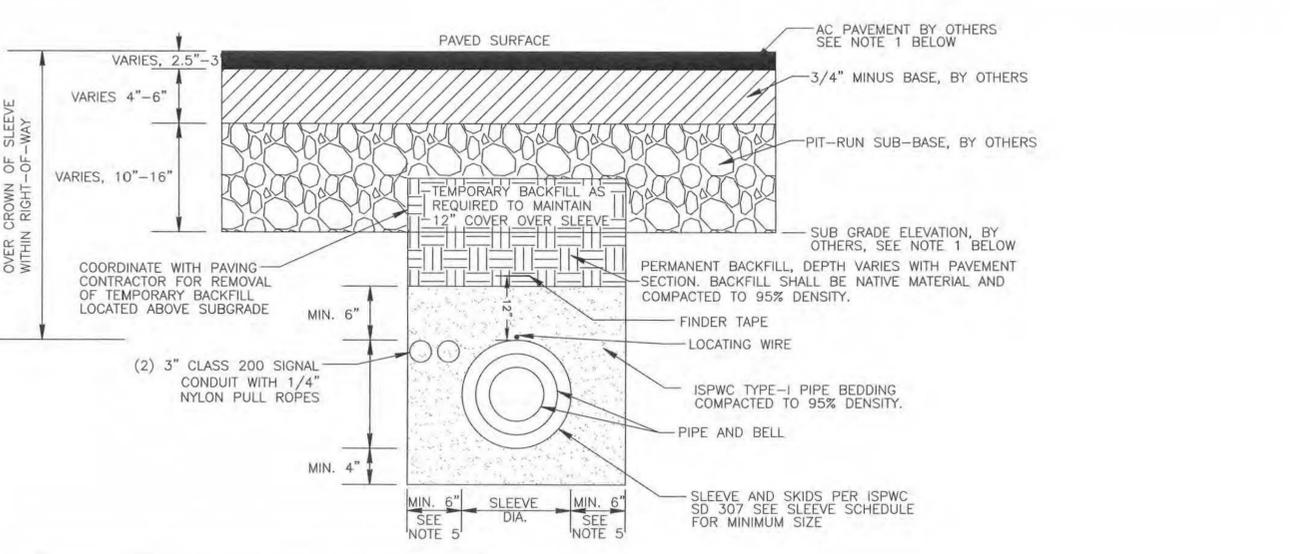
**CITY OF KUNA**  
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KUNA, ID 83634  
(208) 922-5546

**PRESSURIZED IRRIGATION  
MAIN LINE VALVE  
KUNA STD DWG K-406**



**CITY OF KUNA**  
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KUNA, ID 83634  
(208) 922-5546

**PRESSURIZED IRRIGATION  
AIR RELEASE VALVE  
KUNA STD DWG K-905**



SLEEVE SCHEDULE (INCHES)			
PIPE DIA.	PIPE BELL O.D.	SLEEVE MIN. DIA.	SLEEVE I.D.
3"	4.17"	6" PVC C900	6.31"
4"	5.36"	8" PVC C900	8.28"
6"	7.89"	10" PVC C900	10.16"
8"	10.27"	14" PVC C905	14.0"
10"	12.79"	16" PVC C905	15.92"
12"	15.17"	18" PVC C905	17.85"

**TYPICAL SLEEVED ROAD CROSSING**  
NTS

REVISIONS	
DATE	ITEM
12/2/19	REVISIONS PER CITY OF KUNA & ACHD COMMENTS
5/6/20	REVISIONS PER CITY OF KUNA & ACHD

**GRAN PRADO SUBDIVISION NO. 2  
KUNA, IDAHO**

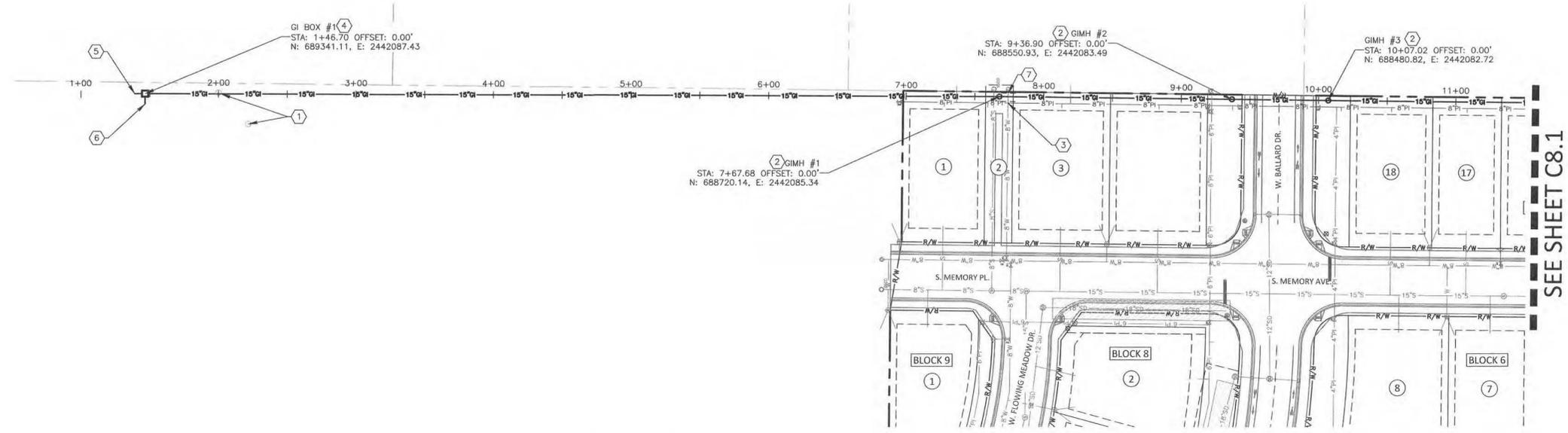
**IRRIGATION IMPROVEMENT PLANS  
DETAILS**



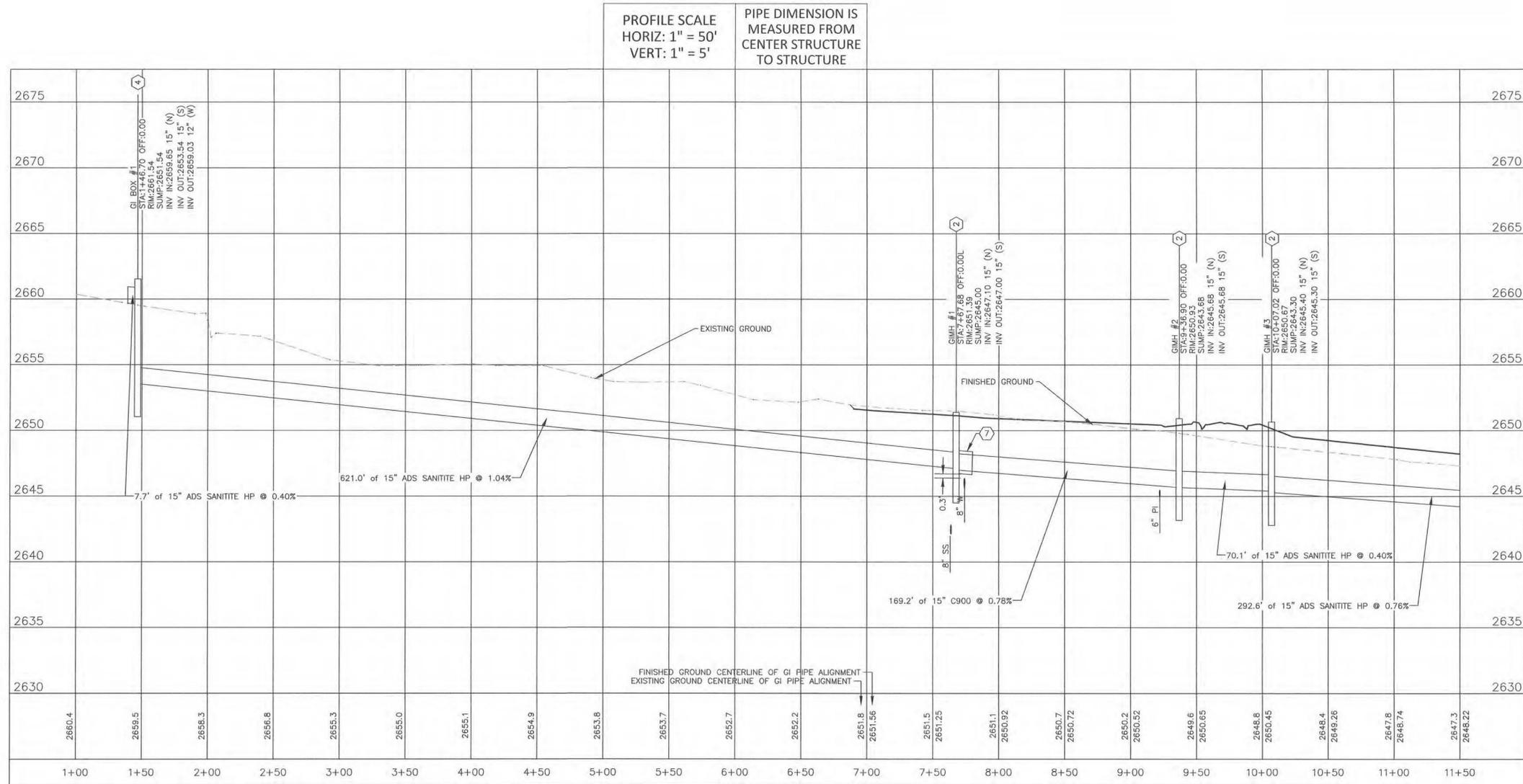
DESIGN BY:	RSP
DRAWN BY:	RSP
CHECKED BY:	KPM
DATE:	8/26/19
PROJECT:	18-111

SHEET NO.  
**C7.2**

APPROVED FOR CONSTRUCTION

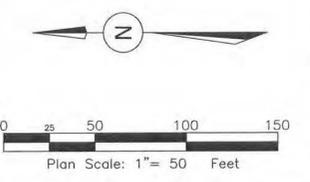


GRAVITY IRRIGATION ALIGNMENT "A" (STA. 1+46.70 TO 11+50.00)



PROFILE SCALE  
HORIZ: 1" = 50'  
VERT: 1" = 5'

PIPE DIMENSION IS  
MEASURED FROM  
CENTER STRUCTURE  
TO STRUCTURE



- SHEET NOTES**
- SEE SHEET C1.1 & C1.2 FOR GENERAL, IRRIGATION, AND ACHD NOTES.
  - SEE SHEETS C7.0-C7.3 FOR PRESSURE IRRIGATION PLAN AND DETAILS.
- KEYNOTES (#)**
- REMOVE EXISTING GRAVITY IRRIGATION STRUCTURE. SEE SHEET C1.3 FOR MORE INFORMATION.
  - INSTALL 36" (INSIDE DIMENSION) PRE-CAST GRAVITY IRRIGATION MANHOLE WITH FLAT TOP AND MINIMUM SUMP OF 2.0'. STANDARD MANHOLE FRAME, COVER, AND RISER PER ISPCW SUPPLEMENTAL STANDARD DRAWING SD-617. COVER SHALL BE MARKED "IRRIGATION".
  - MAINTAIN VERTICAL AND HORIZONTAL POTABLE/NON-POTABLE MAIN/SERVICE OR SERVICE/SERVICE LINE SEPARATION PER DEQ REQUIREMENTS. SEE UTILITY NOTES 5 & 6 SHEET C1.2 FOR ADDITIONAL INFORMATION.
  - INSTALL 4'x4' (INSIDE DIMENSION) PRE-CAST GRAVITY IRRIGATION BOXES WITH A MINIMUM SUMP OF 2.0'. INSTALL REINFORCED EXPANDED METAL GRATE COVER FRAMED WITH ANGLE IRON, HINGED, AND LOCKABLE ACCESS. INSTALL ONE 12" WATERMAN C10 CANAL GATE FOR 12" PIPE OUTLET, AND ONE 15" WATERMAN C10 CANAL GATE FOR 15" PIPE OUTLET.
  - CONTRACTOR TO MODIFY AND MATCH EXISTING CONCRETE DITCH TO ALLOW IRRIGATION WATER TO FLOW INTO GI BOX #1. COORDINATE DESIGN WITH ENGINEER AND DEVELOPER PRIOR TO CONSTRUCTION, SEE SHEET C1.3 FOR MORE INFORMATION.
  - PROVIDE TEMPORARY IRRIGATION DITCH FOR WATER DELIVERY FROM 12" OUTLET TO EXISTING IRRIGATION DITCH, SEE SHEET C1.3 FOR MORE INFORMATION.
  - INSTALL 10 LF OF 21" SLEEVE FOR GRAVITY IRRIGATION DELIVERY PIPE PER DETAIL PROVIDED SHEET C7.3.



REVISIONS	
NO.	DESCRIPTION
1	REVISIONS PER CITY OF KUNA & ACHD COMMENTS
2	REVISIONS PER CITY OF KUNA & ACHD

GRAN PRADO SUBDIVISION NO. 2  
KUNA, IDAHO

IRRIGATION IMPROVEMENT PLANS  
GRAVITY IRRIGATION ALIGNMENT "A" PLAN AND PROFILE  
STA. 1+46.70 TO 11+50.00

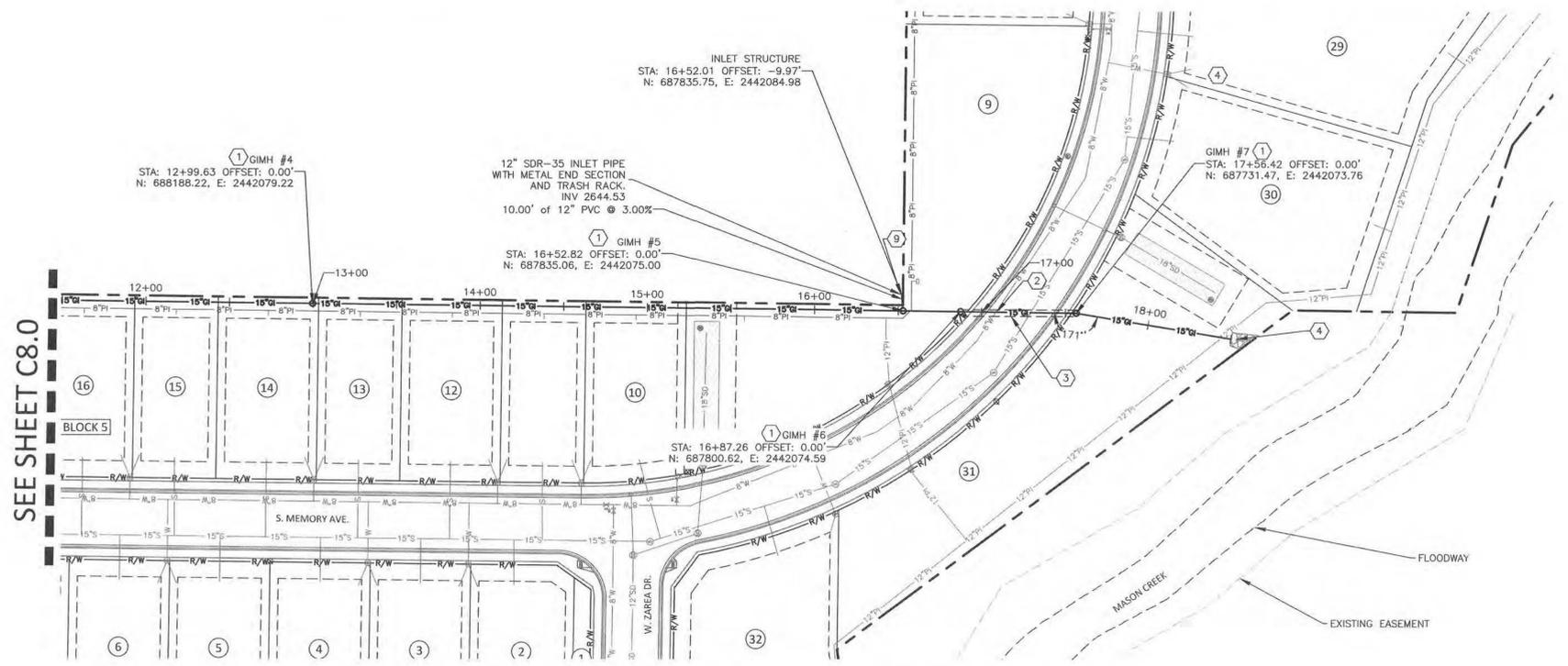
DRAWING STATUS:  
APPROVED FOR  
CONSTRUCTION



DESIGN BY: RSP  
DRAWN BY: RSP  
CHECKED BY: KPM  
DATE: 8/26/19  
PROJECT: 18-111

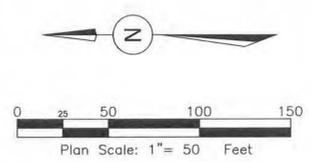
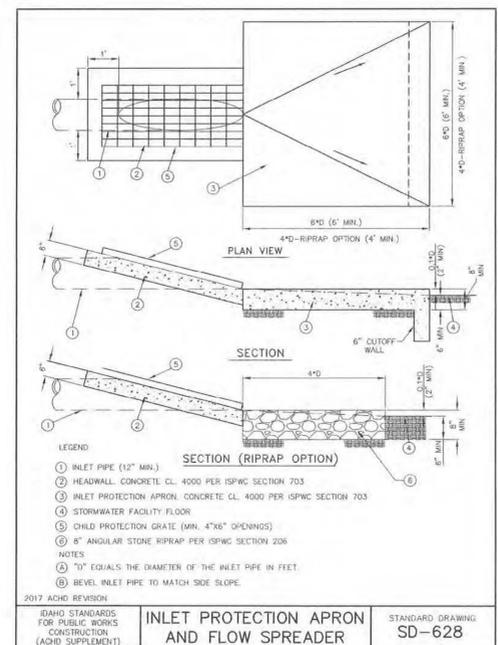
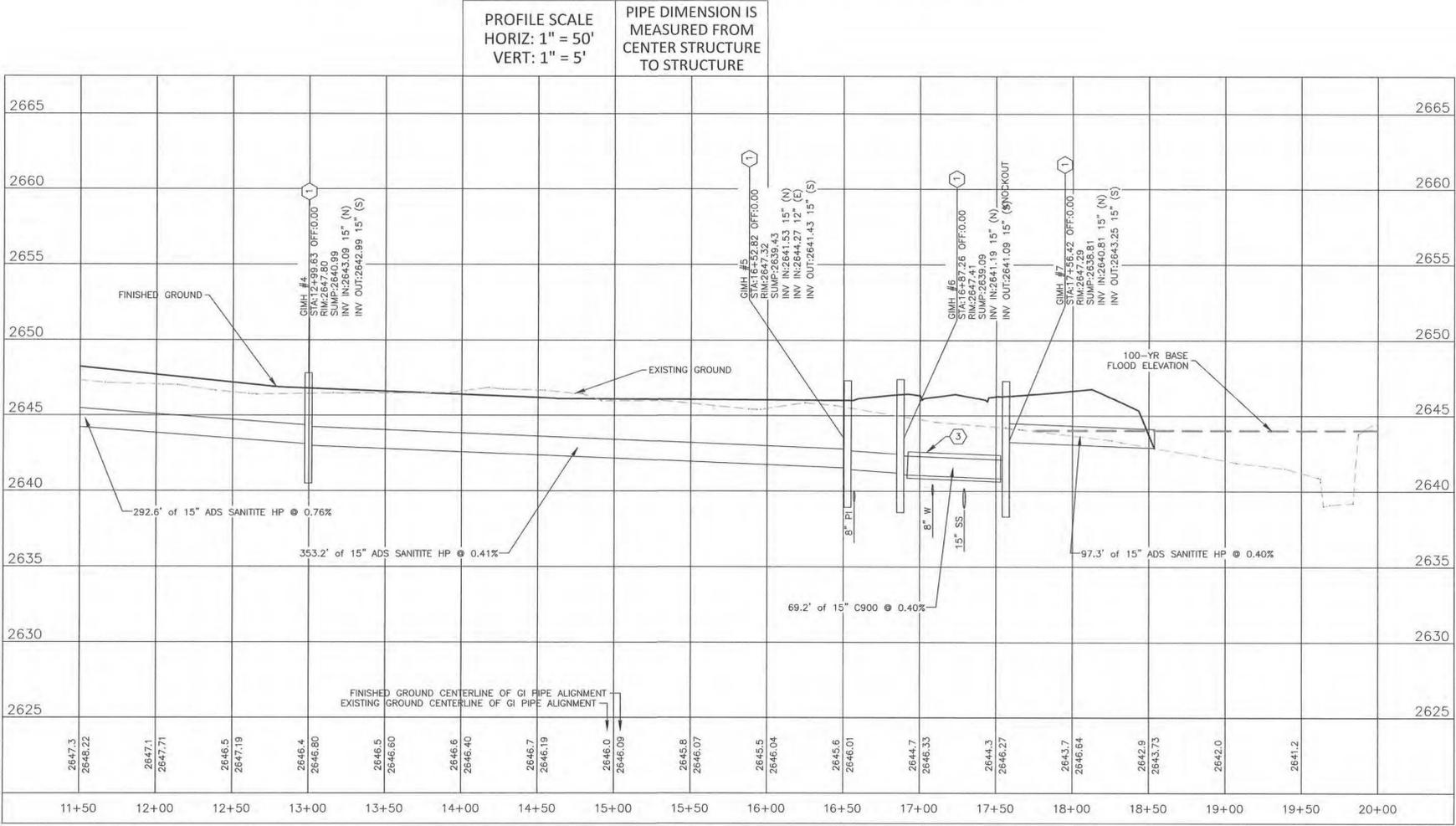
SHEET NO.  
C8.0

APPROVED FOR CONSTRUCTION



SEE SHEET C8.0

GRAVITY IRRIGATION ALIGNMENT "A" (STA. 11+50.00 TO 18+50.00)



- SHEET NOTES**
- SEE SHEET C1.1 AND C1.2 GENERAL, IRRIGATION, AND ACHD NOTES.
  - SEE SHEETS C7.0-C7.2 FOR PRESSURE IRRIGATION PLAN AND DETAILS.
- KEYNOTES**
- INSTALL 36" (INSIDE DIMENSION) PRE-CAST GRAVITY IRRIGATION MANHOLE WITH FLAT TOP AND MINIMUM SUMP OF 2.0'. STANDARD MANHOLE FRAME, COVER, AND RISER PER IS'PWC STANDARD DRAWING SD-617. COVER SHALL BE MARKED "IRRIGATION".
  - MAINTAIN VERTICAL AND HORIZONTAL POTABLE/NON-POTABLE MAIN/SERVICE OR SERVICE/SERVICE LINE SEPARATION PER DEQ REQUIREMENTS. SEE UTILITY NOTES 5 & 6 SHEET C1.2 FOR ADDITIONAL INFORMATION.
  - PROVIDE 21" SLEEVE PER DETAIL PROVIDED SHEET C7.2
  - INSTALL PROTECTION GRATE, INLET PROTECTION APRON AND RIP RAP FLOW SPREADER OPTION PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-628, PROVIDED THIS SHEET.
  - REROUTE AND MODIFY EXISTING IRRIGATION DRAINAGE DITCH FROM PROPERTY TO THE NORTHEAST AS NECESSARY TO PROVIDE DRAINAGE TO NEW SYSTEM.



REVISIONS	
DATE	REVISIONS PER CITY OF KUNA & ACHD COMMENTS
12/27/19	
5/16/20	

GRAN PRADO SUBDIVISION NO. 2  
KUNA, IDAHO  
IRRIGATION IMPROVEMENT PLANS  
GRAVITY IRRIGATION ALIGNMENT "A" PLAN AND PROFILE  
STA. 11+50.00 TO 18+50.00

DRAWING STATUS:  
APPROVED FOR CONSTRUCTION



DESIGN BY: RSP  
DRAWN BY: RSP  
CHECKED BY: KPM  
DATE: 8/26/19  
PROJECT: 18-111

SHEET NO.  
C8.1

APPROVED FOR CONSTRUCTION



REVISIONS	
NO.	DATE
1	11/20/19
	REVISIONS PER CITY OF KUNA & ARCH COMMENTS

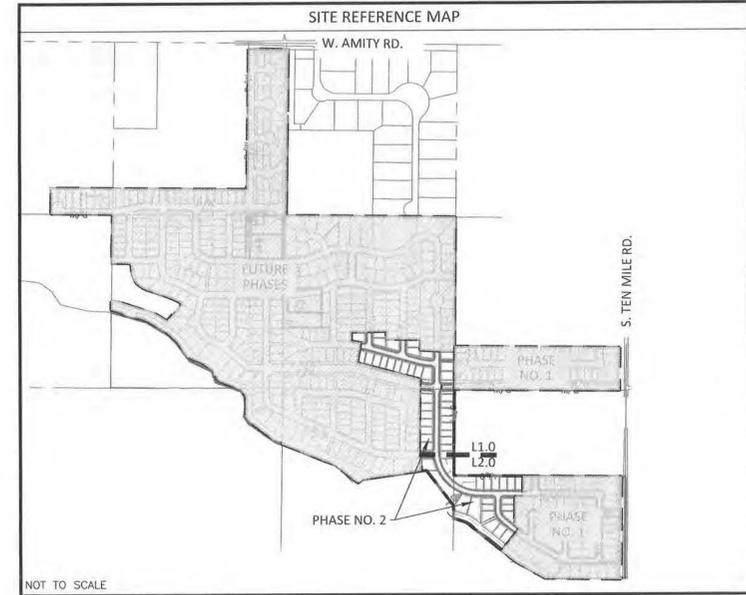
**GRAN PRADO SUBDIVISION NO. 2**  
**KUNA, IDAHO**  
**LANDSCAPE PLAN**

DRAWING STATUS:  
**APPROVED FOR CONSTRUCTION**

**km ENGINEERING**  
 ENGINEERS - SURVEYORS - PLANNERS  
 9233 WEST STATE STREET  
 BOISE, IDAHO 83714  
 PHONE (208) 639-6939  
 FAX (208) 639-6930

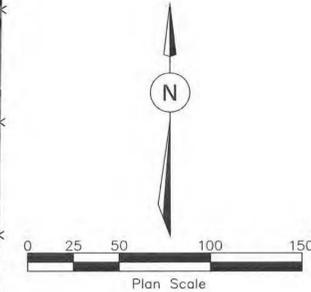
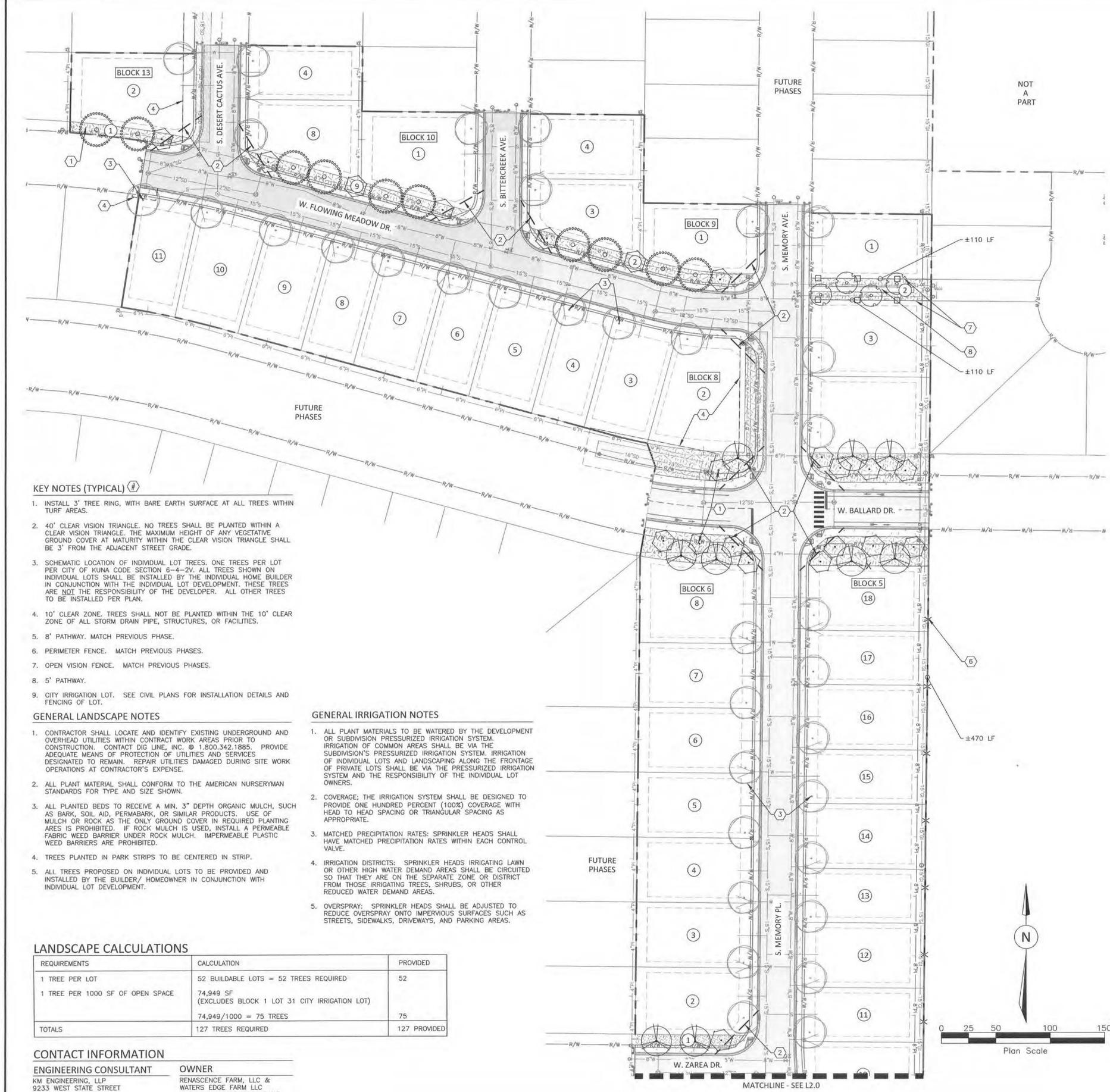
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DRAWN BY:	AY
CHECKED BY:	KPM
DATE:	8/26/19
PROJECT:	18-111
SHEET NO.	<b>L1.0</b>

**APPROVED FOR CONSTRUCTION**



**PLANT SCHEDULE**

DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	AC	ACER PLATANOIDES 'CRIMSON KING' / CRIMSON KING MAPLE	2" CAL. B&B	35' X 30'	CLASS II	4
	FA	FRAXINUS AMERICANA 'AUTUMN PURPLE' / AUTUMN PURPLE ASH	2" CAL. B&B	45' X 45'	CLASS II	11
	GS	GLEDITSIA TRIACANTHOS 'SKYLINE' / SKYLINE HONEY LOCUST	2" CAL. B&B	35' X 30'	CLASS II	13
	LM	LIQUIDAMBAR STYRACIFLUA 'MORAIN' / MORAIN SWEET GUM	2" CAL. B&B	55' X 45'	CLASS II	6
	LE	LIRIODENDRON TULIPIFERA 'EMERALD CITY' TM / EMERALD CITY TULIP TREE	2" CAL. B&B	55' X 25'	CLASS II	23
	PC4	PYRUS CALLERYANA / ORNAMENTAL PEAR	2" CAL. B&B	30' X 25'	CLASS I	8
	TT	TILIA TOMENTOSA 'GREEN MOUNTAIN' TM / LINDEN	2" CAL. B&B	50' X 35'	CLASS II	10
	LT	INDIVIDUAL LOT TREE SCHEMATIC LOCATION PER KUNA CITY CODE 6-4-2V. INSTALL ONE TREE PER LOT. INDIVIDUAL LOT TREES SHALL BE INSTALLED BY THE INDIVIDUAL HOME BUILDER IN CONJUNCTION WITH THE INDIVIDUAL LOT DEVELOPMENT. THESE TREES ARE NOT THE RESPONSIBILITY OF THE DEVELOPER.	2" CAL. B&B		CLASS II	52
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	CONT	QTY		
	TB	TURF SOD / MATCH PREVIOUS PHASE	SOD	56,313 SF		



**KEY NOTES (TYPICAL)**

- INSTALL 3" TREE RING, WITH BARE EARTH SURFACE AT ALL TREES WITHIN TURF AREAS.
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- PERIMETER FENCE. MATCH PREVIOUS PHASES.
- OPEN VISION FENCE. MATCH PREVIOUS PHASES.
- 5' PATHWAY.
- CITY IRRIGATION LOT. SEE CIVIL PLANS FOR INSTALLATION DETAILS AND FENCING OF LOT.

**GENERAL LANDSCAPE NOTES**

- CONTRACTOR SHALL LOCATE AND IDENTIFY EXISTING UNDERGROUND AND OVERHEAD UTILITIES WITHIN CONTRACT WORK AREAS PRIOR TO CONSTRUCTION. CONTACT DIG LINE, INC. @ 1.800.342.1885. PROVIDE ADEQUATE MEANS OF PROTECTION OF UTILITIES AND SERVICES DESIGNATED TO REMAIN. REPAIR UTILITIES DAMAGED DURING SITE WORK OPERATIONS AT CONTRACTOR'S EXPENSE.
- ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN.
- ALL PLANTED BEDS TO RECEIVE A MIN. 3" DEPTH ORGANIC MULCH, SUCH AS BARK, SOIL AID, PERMABARK, OR SIMILAR PRODUCTS. USE OF MULCH OR ROCK AS THE ONLY GROUND COVER IN REQUIRED PLANTING AREAS IS PROHIBITED. IF ROCK MULCH IS USED, INSTALL A PERMEABLE FABRIC WEED BARRIER UNDER ROCK MULCH. IMPERMEABLE PLASTIC WEED BARRIERS ARE PROHIBITED.
- TREES PLANTED IN PARK STRIPS TO BE CENTERED IN STRIP.
- ALL TREES PROPOSED ON INDIVIDUAL LOTS TO BE PROVIDED AND INSTALLED BY THE BUILDER / HOMEOWNER IN CONJUNCTION WITH INDIVIDUAL LOT DEVELOPMENT.

**GENERAL IRRIGATION NOTES**

- ALL PLANT MATERIALS TO BE WATERED BY THE DEVELOPMENT OR SUBDIVISION PRESSURIZED IRRIGATION SYSTEM. IRRIGATION OF COMMON AREAS SHALL BE VIA THE SUBDIVISION'S PRESSURIZED IRRIGATION SYSTEM. IRRIGATION OF INDIVIDUAL LOTS AND LANDSCAPING ALONG THE FRONTAGE OF PRIVATE LOTS SHALL BE VIA THE PRESSURIZED IRRIGATION SYSTEM AND THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS.
- COVERAGE: THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ONE HUNDRED PERCENT (100%) COVERAGE WITH HEAD TO HEAD SPACING OR TRIANGULAR SPACING AS APPROPRIATE.
- MATCHED PRECIPITATION RATES: SPRINKLER HEADS SHALL HAVE MATCHED PRECIPITATION RATES WITHIN EACH CONTROL VALVE.
- IRRIGATION DISTRICTS: SPRINKLER HEADS IRRIGATING LAWN OR OTHER HIGH WATER DEMAND AREAS SHALL BE CIRCUITED SO THAT THEY ARE ON THE SEPARATE ZONE OR DISTRICT FROM THOSE IRRIGATING TREES, SHRUBS, OR OTHER REDUCED WATER DEMAND AREAS.
- OVERSPRAY: SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES SUCH AS STREETS, SIDEWALKS, DRIVEWAYS, AND PARKING AREAS.

**LANDSCAPE CALCULATIONS**

REQUIREMENTS	CALCULATION	PROVIDED
1 TREE PER LOT	52 BUILDABLE LOTS = 52 TREES REQUIRED	52
1 TREE PER 1000 SF OF OPEN SPACE	74,949 SF (EXCLUDES BLOCK 1 LOT 31 CITY IRRIGATION LOT) 74,949/1000 = 75 TREES	75
<b>TOTALS</b>	<b>127 TREES REQUIRED</b>	<b>127 PROVIDED</b>

**CONTACT INFORMATION**

**ENGINEERING CONSULTANT**  
 KM ENGINEERING, LLP  
 9233 WEST STATE STREET  
 BOISE, IDAHO 83714  
 PHONE: (208) 639-6939  
 FAX: (208) 639-6930  
 CONTACT: KEVIN P. MCCARTHY, P.E.  
 EMAIL: kevin@kmenllp.com

**OWNER**  
 RENASCENCE FARM, LLC &  
 WATERS EDGE FARM LLC  
 6152 WEST HALF MOON LANE  
 EAGLE, IDAHO 83616  
 CONTACT: TIM ECK



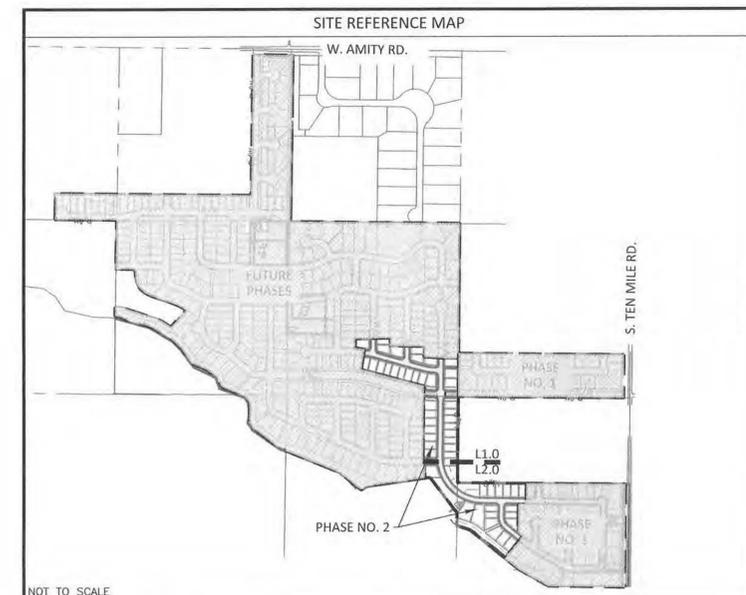
REVISIONS	
NO.	DATE / REVISIONS PER CITY OF KUNA & ACHD COMMENTS
1	11/20/19

**GRAN PRADO SUBDIVISION NO. 2**  
**KUNA, IDAHO**  
**LANDSCAPE PLAN**

DRAWING STATUS:  
**APPROVED FOR CONSTRUCTION**

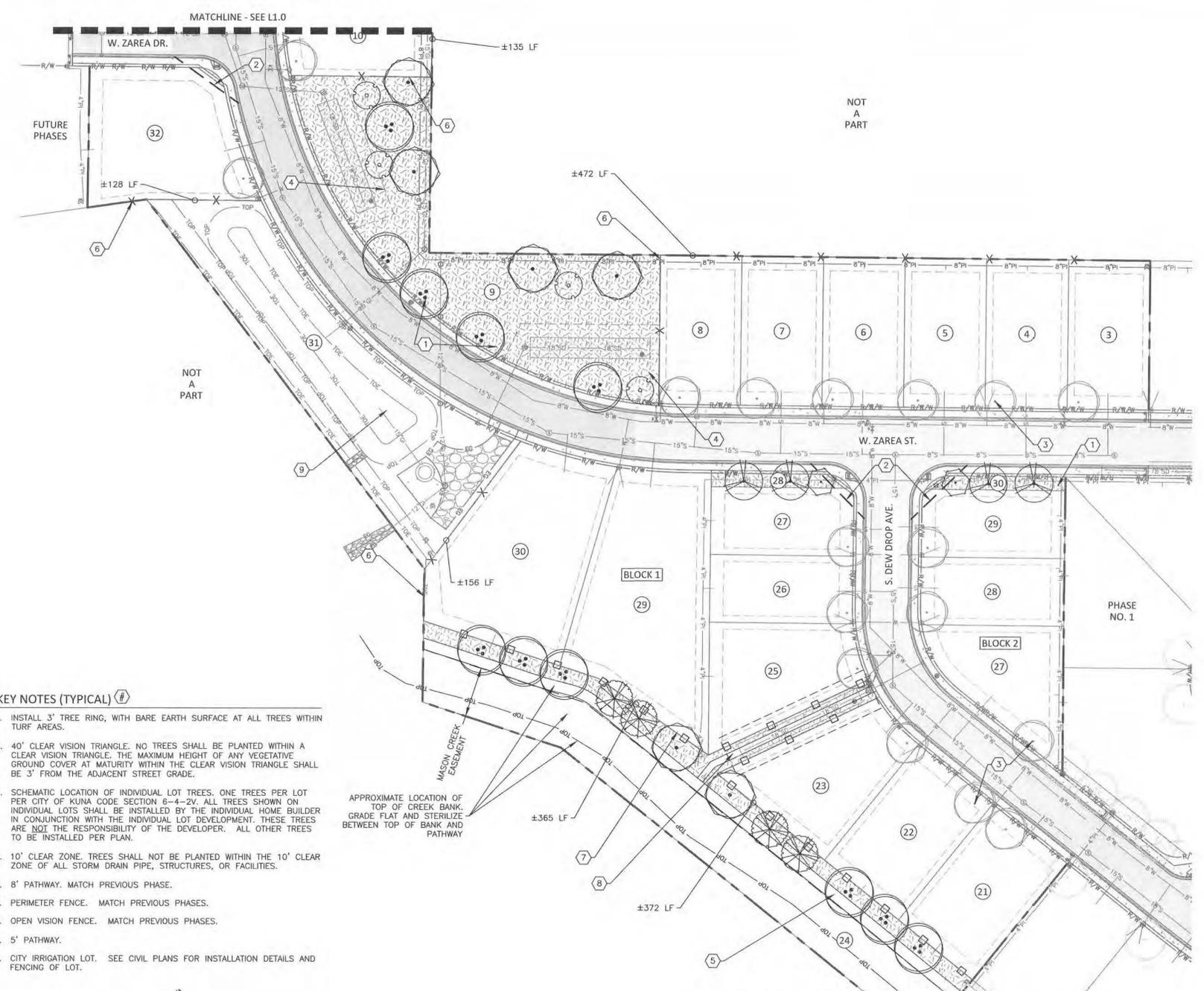
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 PHONE (208) 639-6939  
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DESIGN BY:	AY
DRAWN BY:	AY
CHECKED BY:	KPM
DATE:	8/26/19
PROJECT:	18-111
SHEET NO.	L2.0



**PLANT SCHEDULE**

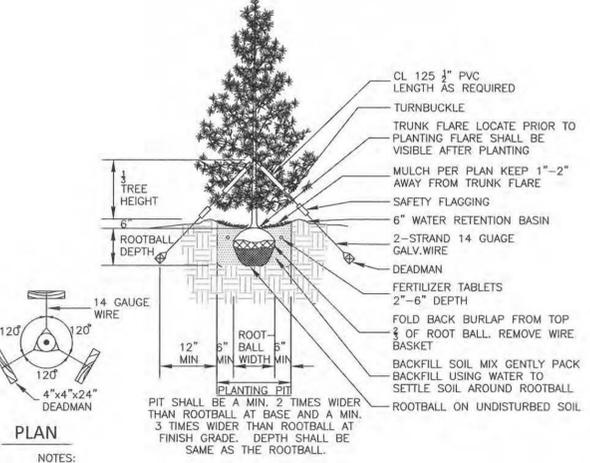
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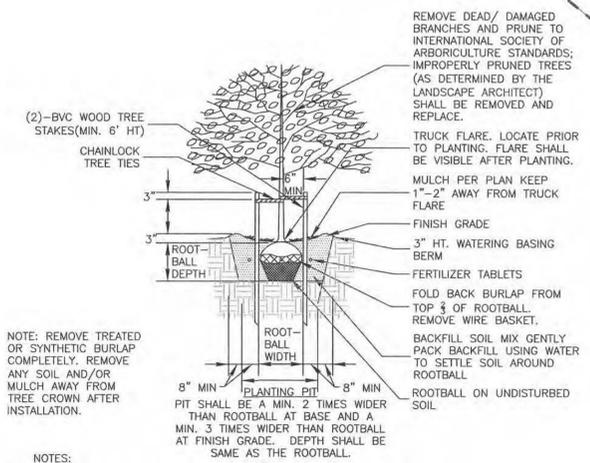
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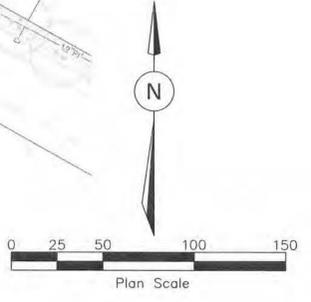
APPROXIMATE LOCATION OF TOP OF CREEK BANK, GRADE FLAT AND STERILIZE BETWEEN TOP OF BANK AND PATHWAY



**1 CONIFEROUS TREE PLANTING AND GUYING DETAIL**  
 NTS



**2 DECIDUOUS TREE PLANTING AND STAKING DETAIL**  
 NTS



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*City of Kuna*

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

Council Findings of Fact & Conclusions of Law

**To:** City Council

**Case Numbers:** 17-10-S (Subdivision)  
***Gran Prado Sub***

**Site Location:** Near the northwest and northeast Corner of Ten Mile and Lake Hazel Roads, Meridian, Idaho 83642

**Planner:** Troy Behunin, Planner III

**Hearing Date:** January 16, 2018  
**Findings of Fact:** March 6, 2018

**Engineer:** **KM Engineering**  
Kirsti Grabo  
9233 W. State St,  
Boise, ID 83714  
208.639.6930  
[KGrabo@kmengllp.com](mailto:KGrabo@kmengllp.com)

**Owners (2):** *Renascence Farm, LLC*  
& *Waters Edge Farm, LLC,*  
6152 W. Half Moon Ln.  
Eagle, ID, 83616



**Table of Contents:**

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| A. Process and Noticing  | H. Findings of Fact             |
| B. General Facts         | I. Comprehensive Plan Analysis  |
| C. Aerial map            | J. Idaho Code Analysis          |
| D. Staff Analysis        | K. Conclusions of Law           |
| E. Applicable Standards  | L. Commission's Recommendation  |
| F. Procedural Background | M. Order of Decision by Council |
| G. Factual Summary       |                                 |

**A. Process and Noticing:**

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that preliminary plats are designated as public hearings, with the P & Z Commission as a recommending body and City Council as the decision making body. This land use application was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

**a. Notifications**

- i. Neighborhood Meeting June 7, 2017 (12 persons attended)

- ii. Agency Comment Request                      September 20, 2017
- iii. 350' Property Owners Notice              January 5, 2018
- iv. Kuna, Melba Newspaper                      December 20, 2017
- v. Site Posted    December 27, 2017

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

**B. General Project Facts:**

1. On behalf of Renaissance Farm, LLC and Waters Edge Farm, LLC, the applicant Kirsti Grabo with KM Engineering, requests approval to subdivide approximately 132.80 acres, (previously zoned R-4), into 530 single family residential lots and 67 common lots, with one shared driveway and have reserved the name Gran Prado Subdivision. A Design Review application for the 67 common areas and buffer landscaping accompanies this application. The site is located at the northwest corner of Ten Mile and Lake Hazel Roads, and is located Between Amity and Lake Hazel, west of Ten Mile Road, Kuna, Idaho, In Section 34, T 23N, R 1W, APN #'s: (See the submitted application).
2. The applicant has submitted all the required documents and materials for review, held the neighborhood meeting, and posted the site in accordance with KCC posting requirements and the requirements set forth in Idaho State Code, Title 67, Chapter 65 of the Local Land Use Planning Act.
3. **Site History:**  
These parcels were recently annexed into Kuna city limits, with historical uses, ranging from residential to farming.
4. **Legal Description:** A legal description was included with the application and is attached as an exhibit within this report.
5. **Surrounding Land Uses:**

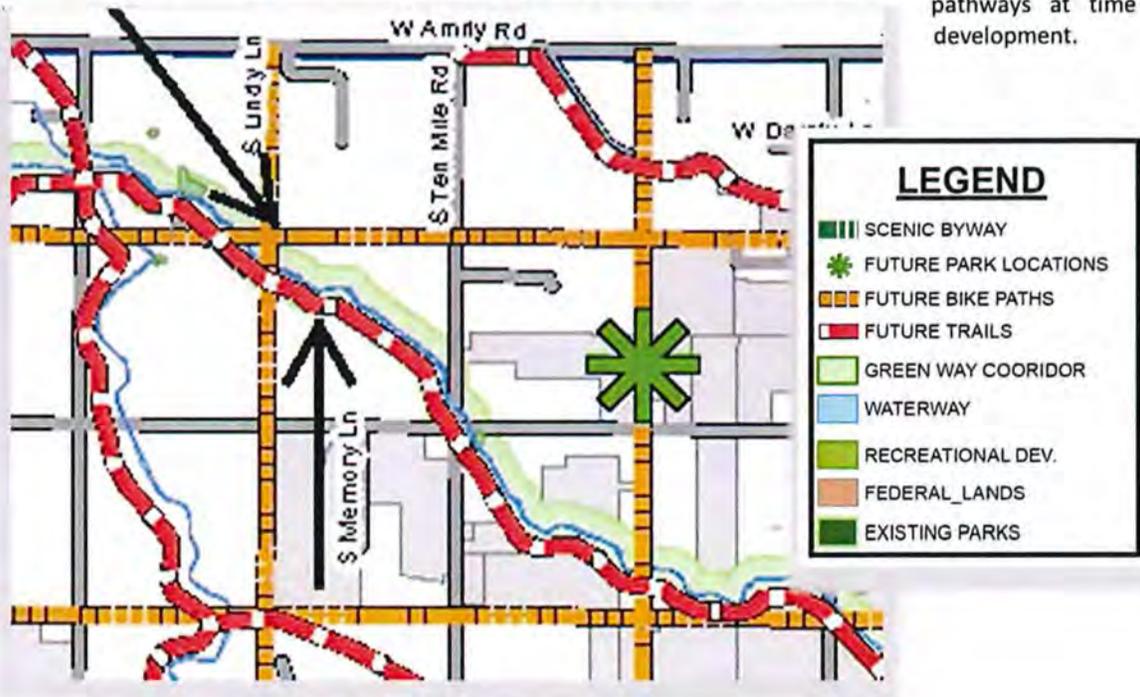
<b>North</b>	RUT	Rural Urban Transition – Ada County
<b>South</b>	RUT	Rural Urban Transition – Ada County
<b>East</b>	RR	Rural Residential – Ada County
<b>West</b>	RUT	Rural Urban Transition – Ada County

**C. Aerial Map:**



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1. **Comprehensive Plan Map:** The Future Land Use Map (Comp Plan Map) is intended to serve as a *guide* for the decision making body for the City. The Comp Plan map indicates land use designations generally speaking, it is not the actual zone. Kuna’s Council recently granted these lands the R-4 zone, which is the border between Low and Medium Density Residential.
2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map indicates a future trail through the northeast corner (NEC) of the site, situated along the Mason Creek feeder on the south side of the site. Accordingly, it is the City’s goal and desire to increase the number of trails and pathways in Kuna. Staff highly recommends that developers design and construct trails and pathways along frontages of their canals and ditches to comply with the Master Plan’s goals by either starting a pathway, or extending current pathways at time of development.



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

Property Owner	Parcel Size (Approximately)	Current Zone: (RUT) Rural Urban Transition	Parcel Number
Renascence Farms, LLC	57.12 acres	R-4, Kuna City	R0967660156
Renascence Farms, LLC	30.38 acres	R-4, Kuna City	R0967660155
Renascence Farms, LLC	9.64 acres	R-4, Kuna City	S1234142351
Renascence Farms, LLC	0.20 acres	R-4, Kuna City	R0967660151
Renascence Farms, LLC	14.96 acres	R-4, Kuna City	S1234212935
Renascence Farms, LLC	0.42 acres	R-4, Kuna City	S1234244310
Renascence Farms, LLC	0.44 acres	R-4, Kuna City	S1234121105
Renascence Farms, LLC	0.44 acres	R-4, Kuna City	S1234212405
Waters’ Edge Farm, LLC	19.2 acres	R-4, Kuna City	S1234417520
<b>Total Acres 132.81</b>			

4. **Services:**

- Sanitary Sewer– City of Kuna
- Potable Water – City of Kuna

Pressurized Irrigation – City of Kuna (KMID)  
 Fire Protection – Meridian Rural Fire District  
 Police Protection – Kuna Police (Ada County Sheriff's office)  
 Sanitation Services – J & M Sanitation

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

Approximate 131 acres of these lands are being used for agricultural purposes while the remainder is being used as residential. Applicant anticipates that the land will continue the historic agricultural uses on the lands until future phases begin development. The current residences will remain as residential uses until development occurs. The site is relatively flat with an estimated average slope of 0% to 2% towards the Mason Creek Feeder. Bedrock depth is estimated to be between twenty and forty inches according to the USDA Soil Survey for Ada County

**6. Transportation / Connectivity:**

The applicant has proposed connections to public streets in three places for the project as a whole, in different phases and locations. All proposed access points will need to follow design standards according to City and ACHD (Ada County Highway Dist.) codes. Current legal points of access being used at this time may remain until development requires a change.

**7. Environmental Issues:**

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

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

- Kuna City Public Works – Exhibit B-1
- Ada County Highway District (ACHD) – Exhibit B-2
- Boise Project Board of Control – Exhibit B-3
- Central District Health Department (CDHD) – Exhibit B-4
- Community Planning Association of Southwest Idaho (COMPASS) – Exhibit B-5
- Department of Environmental Quality – Exhibit B-6
- Idaho Transportation Department (ITD) – Exhibit B-7
- Meridian Fire Department – Exhibit B-8

**D. Staff Analysis:**

The applicant previously annexed the land as part of the Renaissance Farms and Mason Creek Farms application and now submits an application for subdivision, design review approvals and entitlements.

These properties were annexed into Kuna City limits with an approved for R-4 zoning (Low/Med. Density). During the public hearings for said annexation, certain development conditions were applied and approved by the Commission and City Council. Staff finds that this proposal conforms to each condition as outlined in the findings of fact and conclusions of law and concludes the developer has made every effort to be compliant with those conditions.

This project is adjacent to or near three principle arterials, Ten Mile, Amity and Lake Hazel Roads. All major public utilities are approximately 700 feet south of Lake Hazel Road. Applicant is aware that development of these parcels will require connection to all city services and associated connection fees at time of building permit submittal. It is anticipated that development will take a number of years for full build out, and may require up to ten (10) phases. It is also important to remember that the developer is connecting to City services in Ten Mile near Lake Hazel, and development will proceed west, as development typically follows sewer lines.

The applicant has met with Kuna and ACHD staffs on multiple occasions, in order to create a development that fits the Kuna comp plan. In an effort to do so, those meetings have produced a pre plat that has been slightly altered to accommodate the changes required by ACHD. These changes have not affected the lot count, density, or the open spaces. Rather, these changes have improved traffic safety, enhanced walkability and reduced the impact to adjacent development. Two (2) significant changes are 1) the absence of an east west and a north south mid mile collector system, and replaced it with a modified east west residential collector. And 2) the applicant proposes no connection to South Bittercreek Avenue in the north east corner of this project. Normally, City code requires both of these design elements, however, due to site constraints, and concerns of neighboring residents, staff supports these changes and recommends acceptance of these deviations from City Code.

Kuna's Comprehensive Plan (Comp Plan), encourages a variety of housing types for all income levels numerous times throughout the document. Pertinent sections of the Comp Plan that address housing types are included below, in Section K (Comp Plan Analysis) of this report. The City attempts to balance all housing types within the City. Staff has reviewed the proposed preliminary plat for technical compliance with Kuna City Code (KCC), and finds the pre plat and landscape plan is in compliance with applicable codes. Staff would recommend that the applicant work with Kuna's staff, ACHD, and Meridian Fire Department (MFD) to conform to each agency's requirements.

Applicant and City staff have discussed on several occasions the need for a lift station to serve the areas that will not be served by gravity sewer, and the pre plat has a location designed to fulfill that need in a later phase. Staff and applicant have also held discussions about the need for a domestic well site and pump/pond for pressure irrigation needs as well and the locations for those facilities within this project.

Staff has determined this application complies with the goals and policies for Kuna City, Title 5 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan document; and forwards a recommendation of approval for Case No's 17-10-S, subject to any conditions of approval outlined by Kuna's Commission and City Council.

**E. Applicable Standards:**

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

**F. Procedural Background:**

On January 16, 2018, the Council considered the case, including the application, agency comments, staff's memo, the application exhibits and public testimony presented or given.

**G. Proposed Factual Summary:**

These parcels are located near the northwest corners of Ten Mile and Lake Hazel Roads. The project consists of 132.80 (approx.) acres, within City limits and all parcels are zoned R-4 (Low Density Residential). Applicant requests preliminary plat approval for 530 homes, 67 common lots and one shared driveway with access taken from Ten Mile in two places and Amity. All parcels in this application are near either Ten Mile Road, Lake Hazel Road or Amity Road; all roads are classified as principle arterials.

**H. Proposed Findings of Fact:**

Based upon the record contained in Case No's 17-10-S including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Council hereby

approves the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 17-10-S, a request for preliminary plat approval by the applicant follows:

*The Council concludes that the applications do/do not comply with the City of Kuna's Zoning regulations (Title 5) of KCC and/or the Subdivision regulations outlined in title 6 of KCC.*

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

**Comment:** *The Kuna Council held a public hearing on the subject applications on January 16, 2018, to hear from City staff, the applicant and to accept public testimony. The decision by the Council is based on the application, staff report and public testimony, both oral and written.*

2. Based on the evidence contained in Case No's 17-10-S, this proposal appears to generally comply with the Comprehensive Plan and City Code.

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

3. The Kuna Council has the authority to approve of these applications.

**Comment:** *On January 16, 2018, the Council voted to approve case No. 17-10-S (Preliminary Plat).*

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

**Comment:** *As noted in the process and noticing sections, notice requirements were met to hold a public hearing on January 16, 2018.*

#### **I. City Council's Comprehensive Plan Analysis:**

Council determines the proposed preliminary plat request for the site is/is not consistent with the following Comp Plan components:

##### **Housing:**

Residents expressed interest in a mix of residential type dwellings applications; including a variety of housing. They were receptive to a greater mix of lot sizes and house price to appeal to a variety of people. A goal expressed by many was the preservation of large lots and rural cluster development in appropriate balance with a complement of other types of residential development (Page 21 Comprehensive Plan [CP]).

**Comment:** *The Comp Plan provides for a mix of residential uses. This project has proposed a zone that provides an opportunity for a variety of densities, therefore it generally conforms to the Comp Plan goals and policies.*

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

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

**Comment:** Utilizing the Idaho Attorney General's criteria, and a review by the City Attorney, the proposed project does not constitute a "takings" and the Economic value is intact.

Economic Development Goals and Objectives - Section 5 - Summary:

Promote and ensure an adequate supply of housing for all income levels and facilitate pedestrian connections, both visually and physically, to enhance pedestrian movement (Pg. 42 – 1.5 and Pg. 43 – 3.1 [CP]).

**Comment:** The Comp Plan encourages an adequate mix of housing for all income levels and calls for increasing pedestrian connections. The requested zoning for this project provides an opportunity for a number of additional housing types to Kuna's inventory and quality housing. At time of development, this project should be conditioned to add to the City's pedestrian network for non-motorized transportation, by proposing pathway connections for development to connect to in the future.

Land Use Goals and Objectives - Section 6 - Summary:

Adopt a future land use plan and map that includes natural and developed open spaces, while providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups. Protect existing neighborhoods and ensure new development is sustainable and keeps Kuna desirable. Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles (Pg. 64 – 3.1 & Goal 3, and Pg. 65 – 4.3 [CP]).

**Comment:** The requested zoning provides for quality housing opportunities and multiple housing varieties to the City's inventory for all types of lifestyles, ages and economic groups.

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 development while discouraging development of land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl (Pg. 155 – Obj. 1.1, Pg. 163 12.4 and Pg. 165 – 2.1 [CP]).

**Comment:** With the requested preliminary plat, applicant proposes a future high quality development with a variety of dwelling types, densities, and price points for all income levels Kuna as encouraged by the Comp Plan. In the future, this project could significantly add to the City's overall network of, utilities, sidewalks and roadways, therefore it complies with logical, orderly development and discourages land divisions and development greater than one half acre, and could avoid increased municipal services costs and sprawl.

Community Design Goals and Objectives - Section 13 - Summary:

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

**Comment:** Applicant should be conditioned to offer good community and urban design principles through creation of greenspaces, add to the pedestrian pathway network and add to the City's sidewalk network. At time of future development, applicant shall improve classified roadways, which add to the roadway system thereby complying with the adopted Master Street Plan of Kuna (Functional Classified Road Map). At time of development, the applicant should be conditioned to incorporate landscape buffers creating a sense of place for citizens. In the future, applicant should be conditioned to follow sound community design concepts and comply with the Comp Plan goals and help strengthen Kuna's image.

**J. City Council's Idaho State Code Analysis:**

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

**K. The Council's Conclusions of Law:**

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

1. The Council feels the site *is* physically suitable for development in the future.

**Comment:** *The 132.80 acre (approximate) proposal does/does not appear to be suitable for annexation, as proposed.*

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

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

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

**Comment:** *The preliminary plat would generally comply with the Comp Plan. In the future, the project would connect to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

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

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

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

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

6. Based on the evidence contained in Case No's 17-10-S, Council finds Case No's 17-10-S, adequately complies with Kuna City Code.
7. Based on the evidence contained in Case No's 17-10-S, Council finds Case No's 17-10-S, generally complies with Kuna City Codes.

**L. Commission's Recommendation to Council:**

Based upon the Comp Plan, Kuna City Code, the record before the Commission, the applicant's presentation and testimony at the November 28, 2017, and discussion at the public hearing, the Kuna Commission votes to recommend approval for Case No's 17-10-S, and hereby approves 17-23-DR with the following conditions of approval:

- Applicant shall follow the conditions stated in the staff report and related agency reports.
- Applicant shall work with the City on the requirements for curb, gutters for all streets and address storm water requirements.

**M. Order of Decision By Council:**

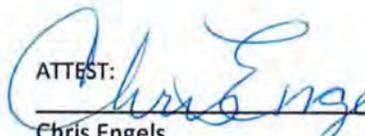
On January 16, 2018, the Council voted to *approve* Case No. 17-10-S, based upon the facts outlined in staffs memo, the Comp Plan, Kuna City Code, the record before the Council, the applicant's presentation and public testimony and discussion at the public hearing; Therefore, the Kuna Council hereby approves Case No. 17-10-S, with the following conditions of approval:

- Applicant shall follow the conditions outlined in the staff report and related agency reports.
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. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
    - c. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
    - d. The Meridian Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Meridian Fire District is required.
    - e. The *Nampa and Meridian* Irrigation Districts shall approval any modifications to the existing Irrigation system.
    - f. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
    - g. All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
  2. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
  3. Compliance with Idaho Code, Section §31-3805 pertaining to Irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
  4. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of Irrigation surface water rights for delivery purposes and request to annex the irrigation surface

water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).

5. Street lights, parking lights and monument lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.
6. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
7. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted). Perimeter fencing (and permit) is required prior to requesting final plat signatures from Kuna City Clerk and Engineer.
8. All signage within/for the project shall comply with Kuna City Code and shall be approved in the design review process with all new commercial and multi-family.
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 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
10. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
11. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
12. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED this 6th, day of March, 2018,

ATTEST:  
  
 \_\_\_\_\_  
 Chris Engels  
 Kuna City Clerk




\_\_\_\_\_  
 Joe Stear, Mayor  
 Kuna City



# 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, Tim Eck , 6152 West Half Moon Lane  
Name Address  
Eagle , Idaho 83616  
City State Zip Code

being first duly sworn upon oath, depose and say:

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

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

to submit the accompanying application pertaining to that property.

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

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

Dated this 27 day of February, 20 20

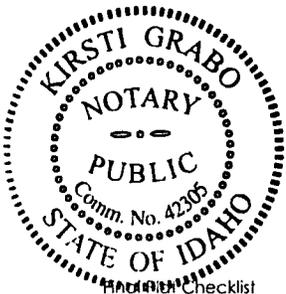
[Signature]  
Signature

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

[Signature]  
Notary Public for Idaho

Residing at: Star, ID

My commission expires: 2.20.24



ADA COUNTY RECORDER Christopher D. Rich	<b>2018-004743</b>
BOISE IDAHO Pgs=6 CHE FOWLER	<b>01/17/2018 10:58 AM</b>
FIDELITY NATIONAL TITLE - BOISE	\$15.00

Recording Requested By and  
When Recorded Return to:  
Renascence Farm  
6152 Half Moon Lane  
Eagle ID 83616

THIS INSTRUMENT FILED FOR RECORD  
BY FIDELITY NATIONAL TITLE AS AN  
ACCOMMODATION ONLY. IT HAS NOT  
BEEN EXAMINED AS TO ITS EXECUTION  
OR AS TO ITS AFFECT UPON THE TITLE.

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**QUITCLAIM DEED**

This Quitclaim Deed is made this 16th day of January, 2018, between Renascence Farm LLC, an Idaho limited liability company whose address is 6152 W Half Moon Ln. Eagle, ID 83616 ("Grantee"), and Brent F. Anderson and Leslie L. Anderson, whose address is 3985 Amity Rd. Meridian, ID ("Grantor"), witnesseth:

Grantor, for good and valuable consideration, the receipt whereof is acknowledged, does by these presents remise, release and forever quitclaim unto Grantee and to Grantee's heirs and assigns, all right, title and interest now owned or hereafter acquired in that certain parcel of land situate, lying, and being in the County of Ada, State of Idaho, bounded and particularly described as follows in the attached Schedule I, which is incorporated herein by reference.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder or remainders, rents, issues, and profits thereof. To have and to hold all and singular and to its successors and assigns forever.

*[Signatures appear on next page]*

GRANTOR:

[Signature]  
Brent F. Anderson

[Signature]  
Leslie L. Anderson

STATE OF IDAHO )  
County of Ada ) ss.

On this 16 day of January, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Brent F. Anderson and Leslie L. Anderson, individuals known or identified to me to be the people whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



[Signature]  
NOTARY PUBLIC for Idaho  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Residing in Boise, Idaho  
Expiration Date: 11/12/2022

## Schedule I to Quitclaim

**Legal Description for  
Released Farm Property**

A parcel of land being a portion of Section 34, Township 3 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the northeast corner of said Section 34, thence following the easterly line of the Northeast 1/4 of said Section 34, S00°27'30"W a distance of 2,648.52 feet to a found aluminum cap marking the east 1/4 corner of said Section 34;

Thence leaving said easterly line and following the southerly line of said Northeast 1/4, N89°25'56"W a distance of 48.00 feet to the POINT OF BEGINNING.

Thence following said southerly line, N89°25'56"W a distance of 1,267.48 feet to a found 5/8-inch rebar marking the C-E 1/16 corner;

Thence leaving said southerly line and following the westerly line of the Northeast 1/4 of the Southeast 1/4 of said Section 34, S00°40'58"W a distance of 663.55 feet to a point;

Thence leaving said westerly line and following the northerly line of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 34, S89°26'56"E a distance of 1,269.26 feet to a point on the westerly right-of-way line of S. Ten Mile Road;

Thence leaving said northerly line and following said westerly right-of-way line, S00°31'45"W a distance of 786.71 feet to a point;

Thence leaving said westerly right-of-way line, N89°28'15"W a distance of 563.00 feet to a point;

Thence N60°44'02"W a distance of 257.06 feet to a point;

Thence N51°09'25"W a distance of 483.98 feet to a point;

Thence N71°45'49"W a distance of 107.07 feet to a point on the westerly line of the Northeast 1/4 of the Southeast 1/4 of said Section 34;

Thence following said westerly line, N00°40'58"E a distance of 98.05 feet to a found 5/8-Inch rebar on the northerly subdivision boundary of DreamCatcher Subdivision (a subdivision on file in Book 80, Pages 8639-8641, records of Ada County, Idaho);

Thence leaving said easterly line and following said northerly subdivision boundary the following courses:

1. N37°01'00"W a distance of 340.72 feet ;
2. S81°55'00"W a distance of 493.00 feet;
3. S54°50'00"W a distance of 47.00 feet;
4. N51°00'00"W a distance of 215.00 feet;
5. N68°00'00"W a distance of 444.99 feet;
6. N74°12'00"W a distance of 43.22 feet;
7. N54°50'00"W a distance of 259.00 feet;
8. N32°48'00"W a distance of 69.00 feet;
9. N07°50'00"E a distance of 88.00 feet;
10. N08°42'00"W a distance of 99.00 feet;
11. N69°52'00"W a distance of 225.00 feet;
12. N20°18'00"W a distance of 90.00 feet;
13. N64°28'00"W a distance of 188.00 feet;
14. N36°46'00"W a distance of 172.00 feet;

15. N44°26'00"W a distance of 77.00 feet;
16. N58°40'00"W a distance of 206.00 feet;
17. N74°06'00"W a distance of 276.82 feet to a point on the westerly line of the Southeast 1/4 of the Northwest 1/4 of said Section 34;

Thence leaving said northerly subdivision boundary and following said westerly line, N00°52'46"E a distance of 86.54 feet;

Thence leaving said westerly line, S83°37'10"E a distance of 55.38 feet;

Thence S71°29'04"E a distance of 173.98 feet;

Thence S72°30'29"E a distance of 94.36 feet;

Thence S66°34'34"E a distance of 48.08 feet;

Thence S57°30'33"E a distance of 85.85 feet;

Thence N42°15'35"E a distance of 174.08 feet;

Thence 132.58 feet along the arc of a circular curve to the left, said curve having a radius of 575.00 feet, a delta angle of 13°12'41", a chord bearing of N64°26'20"W and a chord distance of 132.29 feet;

Thence N71°02'40"W a distance of 161.80 feet;

Thence 217.00 feet along the arc of a circular curve to the right, said curve having a radius of 175.00 feet, a delta angle of 71°02'45", a chord bearing of N35°31'20"W and a chord distance of 203.36 feet;

Thence N00°00'00"E a distance of 18.04 feet;

Thence 31.23 feet along the arc of a circular curve to the left, said curve having a radius of 20.00 feet, a delta angle of 89°27'26", a chord bearing of N44°43'24"W and a chord distance of 28.15 feet;

Thence N89°26'47"W a distance of 128.85 feet to a point on said westerly line of the Southeast 1/4 of the Northwest 1/4;

Thence following said westerly line, N00°52'46"E a distance of 376.45 feet to a found 5/8-inch rebar marking the NW 1/16 corner of said Section 34;

Thence leaving said westerly line and following the southerly line of the Northwest 1/4 of the Northwest 1/4 of said Section 34, N89°21'57"W a distance of 472.05 feet;

Thence leaving said southerly line, N00°55'56"E a distance of 184.17 feet;

Thence N22°14'16"W a distance of 17.20 feet;

Thence S89°21'57"E a distance of 1,507.19 feet;

Thence N00°49'37"E a distance of 1,079.18 feet to a point on the southerly right-of-way line of W. Amity Road;

Thence following said southerly right-of-way line, S89°17'12"E a distance of 290.03 feet to a point;

Thence following said southerly right-of-way line, S89°18'18"E a distance of 15.00 feet;

Thence leaving said southerly right-of-way, S00°49'37"W a distance of 1,278.79 feet to a point on the northerly line of the Southwest 1/4 of the Northeast 1/4 of said Section 34;

Thence following said northerly line, S89°21'00"E a distance of 1,296.27 feet to a found 5/8-inch rebar marking the NE 1/16 corner of said Section 34;

Thence leaving said southerly line and following the easterly line of said Southwest 1/4 of the Northeast 1/4, S00°37'47"W a distance of 994.24 feet;

Thence leaving said easterly line and following the northerly line of the South 1/2 of the South 1/2 of the Southeast 1/4 of the Northeast 1/4, S89°24'57"E a distance of 1,266.49 feet to a point on the westerly right-of-way line of S. Ten Mile Road;

Thence following said westerly right-of-way line, S00°27'30"W a distance of 331.05 feet to the POINT OF BEGINNING.

#### EXCEPTING THEREFROM

A parcel of land being a portion of the East 1/2 of the Northwest 1/4 of Section 34, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho and being more particularly described as follows:

QUITCLAIM DEED - 4

47134.0010.10515707.1

Commencing at a brass cap marking the north 1/4 corner of said Section 34, thence following the easterly line of said Northwest 1/4, S00°49'37"W a distance of 1,326.80 feet to a found 5/8-inch rebar marking the C-N 1/16 corner of said Section 34,  
 Thence leaving said easterly line and following the northerly line of the Southeast 1/4 of the Northwest 1/4 of said Section 34, N89°21'57"W a distance of 14.91 feet to the POINT OF BEGINNING.

Thence leaving said northerly line, S00°53'38"W a distance of 325.32 feet to a point;  
 Thence N89°21'57"W a distance of 277.98 feet to a point;  
 Thence N00°52'46"E a distance of 345.35 feet to a point;  
 Thence S89°21'57"E a distance of 156.86 feet to a point;  
 Thence S00°38'03"W a distance of 20.02 feet to a point;  
 Thence S89°21'57"E a distance of 121.12 feet to the POINT OF BEGINNING.

#### ALSO EXCEPTING THEREFROM

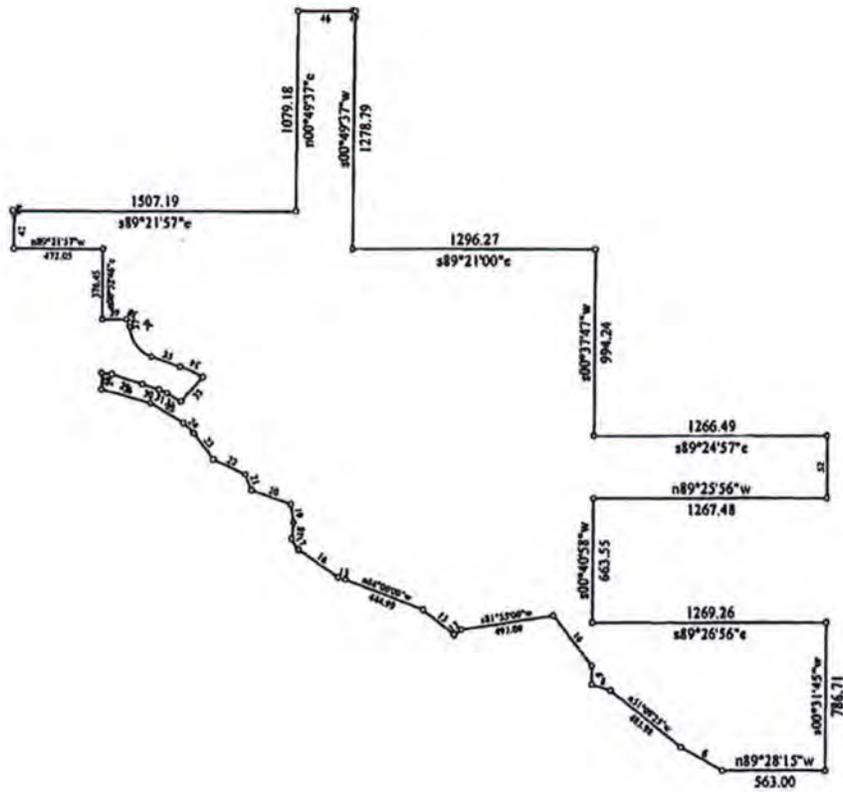
A parcel of land being a portion of the Southwest 1/4 of the Northeast 1/4 of Section 34, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a brass cap marking the north 1/4 corner of said Section 34, thence following the westerly line of said Northeast 1/4, S00°49'37"W a distance of 1,326.80 feet to a found 5/8-inch rebar marking the C-N 1/16 corner of said Section 34;  
 Thence following said westerly line S00°49'37"W a distance of 635.32 feet to the POINT OF BEGINNING.

Thence leaving said westerly line, S89°21'57"E a distance of 33.59 feet;  
 Thence 30.47 feet along the arc of a circular curve to the left, said curve having a radius of 250.00 feet, a delta angle of 06°58'56", a chord bearing of N87°08'35"E and a chord distance of 30.45 feet to a point;  
 Thence N83°39'07"E a distance of 116.36 feet to a point;  
 Thence 155.80 feet along the arc of a circular curve to the left, said curve having a radius of 650.00 feet, a delta angle of 13°44'01", a chord bearing of N76°47'07"E and a chord distance of 155.43 feet to a point;  
 Thence 38.65 feet along the arc of a reverse curve to the right, said curve having a radius of 20.00 feet, a delta angle of 110°42'41", a chord bearing of S54°43'34"E and a chord distance of 32.91 feet to a point;  
 Thence S00°37'47"W a distance of 258.37 feet to a point;  
 Thence N89°10'23"W a distance of 358.23 feet to a point on said westerly line of the Northeast 1/4;  
 Thence following said westerly line, N00°49'37"E a distance of 222.67 feet to the POINT OF BEGINNING.

QUITCLAIM DEED - 5

47134.0010.10515707.1



QUITCLAIM DEED - 6

47134.0010.10515707.1



July 27, 2020  
Project No. 18-111

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

**RE: Gran Prado Subdivision No. 2 – Kuna, ID  
Final Plat Application**

Dear Mr. Behunin:

On behalf of Renaissance Farm, LLC, and DB Development, LLC, we are pleased to submit the attached application and required supplements for the final plat of Gran Prado Subdivision No. 2. Please accept this letter as the required statement of conformance.

As you know, this project is located south of Amity Road and west of Ten Mile Road. This phase encompasses approximately 14.32 acres of the overall Gran Prado site and is comprised of 54 buildable and 14 common lots. Access for this phase of the project will be provided via stub streets constructed as a part of Phase 1. This phase will also provide for the continuation of the pathway along the Mason Creek, which was started with Phase 1.

The final plat for Gran Prado Subdivision No. 2 is in conformance with the approved preliminary plat and, to our knowledge, meets the requirements and conditions of approval thereof. The associated construction plans have been actively moving through the approval process for several months now and are nearly ready to be approved. We made our original plan submittal to the City Engineer in August of 2019 and have since been actively working to address questions and comments. The most significant delay in the plan approval process has been the pressure irrigation schematic and our efforts to ensure that the City had adequate time to provide input on the various options that have been presented for review. Further, the onset of the COVID-19 pandemic further delayed our ability to obtain plan approvals due to regulatory agency office closures and the nature of remote work.

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

Sincerely,  
KM Engineering, LLP

A handwritten signature in black ink that reads 'K Grabo'.

Kirsti Grabo  
Operations Manager

cc: Renaissance Farm, LLC  
DB Development, LLC

ADA COUNTY RECORDER Phil McGrane  
BOISE IDAHO Pgs=51 NIKOLA OLSON  
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2019-060886  
07/10/2019 03:47 PM  
\$160.00

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
GRAN PRADO SUBDIVISION**

THIS DECLARATION is made effective as of July 10, 2019, by **DB Development, LLC**, a Delaware limited liability company (“Owner” or “Grantor”).

ARTICLE I: RECITALS

1.1 Grantor is the owner of all of the real property located in the County of Ada, State of Idaho (the “County”), described in the attached Exhibit A (the “Property”), which exhibit is incorporated herein by this reference.

1.2 The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively “Restrictions”) that apply to the Property. The Restrictions are designed to preserve the Property’s value, desirability and attractiveness, to ensure a well-integrated high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon, in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Grantor declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

A. shall run with the land constituting the Property and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any lot, parcel, or portion thereof; and

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B. shall inure to the benefit of every Building Lot, parcel, or portion of the Property and any interest therein; and,

C. shall inure to the benefit of, and be binding upon, Grantor (as defined below), and each grantee and Owner, and such grantee's and Owner's respective successors-in-interest, and may be enforced by Grantor, by any Owner, and any such Owner's successors-in-interest, and by the Association as hereinafter described.

Notwithstanding any other provision in the Declaration to the contrary, no provision of this Declaration shall be construed as to prevent or limit (i) Grantor's right to complete development of the Property and to construct improvements thereon, or (ii) Grantor's right to maintain model homes, construction, sales, or leasing offices, or similar facilities (temporary or otherwise) on any portion of the Property, including the Common Area or any public right-of-way, or (iii) Grantor's right to post signs incidental to construction, sales, or leasing, or (iv) Grantor's right to modify plans for the Property, all in accordance with any necessary approvals of the applicable governmental entities.

#### ARTICLE III: DEFINITIONS

3.1 "Affiliate" shall mean any entity that has some form of common ownership interest or common management with the Grantor.

3.2 "Architectural Committee" shall mean the committee created by the Grantor or the Association pursuant to Article X hereof.

3.3 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or the charter documents of the Association if formed using a type of entity other than a corporation.

3.4 "Assessments" shall mean those payments required of Owners or other Association Members, including Regular, Special, and Limited Assessments made by the Association as further defined in this Declaration.

3.5 "Association" shall mean the Idaho profit or non-profit corporation (or other type of entity), and its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration and any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Gran Prado Homeowners Association, Inc.", or any similar name, which fairly reflects its purpose. Grantor, in its sole and absolute discretion, shall have the power to create any additional Associations that it deems necessary or appropriate to act as the Association for any Annexed Tract (as defined below). In such event, reference in this

Declaration to the "Association" shall apply to the particular Association designated to apply to that Annexed Tract.).

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

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

3.8 "Building Lot" shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.

3.9 "Bylaws" shall mean the Bylaws of the Association.

3.10 "Common Area" shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Subdivision and each Owner therein, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open spaces, common landscaped areas, recreation areas, other amenities, and Waterways. The Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a Plat, by granting or reserving it in a deed or other instrument to the Association, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include easement and/or license rights. Grantor makes no representation of the creation of Common Areas on property outside the property described on Exhibit A but reserves the right to do so in its sole and absolute discretion.

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

3.12 "Gran Prado Subdivision" and the "Subdivision" shall each mean the Property.

3.13 "Design Guidelines" shall mean the construction guidelines approved by the Architectural Committee.

3.14 "Grantor" shall mean, DB Development, LLC a Delaware Limited Liability Company and its successors-in-interest, and Affiliates (collectively, "DB"), and any person or entity to whom DB expressly transfers its Grantor rights, which transfer must be made in writing and must include a specific reference to the transfer being of

“Grantor rights” or “rights as Grantor” or other similar specific reference. Grantor shall be permitted to make partial transfers of Grantor’s rights, or multiple transfers, on terms and conditions acceptable to Grantor in its sole and absolute discretion while retaining such portions of the rights of Grantor it desires, this shall include but not be limited to Grantor having the right to transfer all of Grantor’s rights as it relates one or more Building Lots, while retaining all of its rights under this Declaration and/or transfer Grantor’s rights to an additional party or parties, while retaining all of its Grantor’s rights hereunder.

3.15 “Improvement” shall mean any structure, facility, or system, or other improvement or object (and any portion of the foregoing), whether permanent or temporary, which is erected, constructed, or placed upon, under, or in, any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, and fixtures of any kind whatsoever.

3.16 “Limited Assessment” shall mean Assessments as described in Section 7.4 of this Declaration.

3.17 “Member” shall mean each person or entity holding a membership in the Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership.

3.18 “Owner” shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot that is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.19 “Person” shall mean any individual, partnership, corporation, limited liability company or other legal entity.

3.20 “Plat” shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County recorder (the “County Recorder”), as the same may be amended by duly recorded amendments thereof.

3.21 “Property” shall mean, except as otherwise provided in this paragraph, the real property described in Exhibit A, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property. The Property also shall include, at Grantor’s sole discretion, such additional property in addition to that described in Exhibit A as may be part of an Annexed Tract by means of a Supplemental Declaration as provided herein.

3.22 “Regular Assessment” shall mean the Assessments described in Section 7.2 of this Declaration.

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3.23 "Special Assessment" shall mean the Assessments described in Section 7.3 of this Declaration.

3.24 "Supplemental Declaration" shall mean any Supplemental Declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Property and with respect to any Annexed Tract.

3.25 "Waterway" shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, ditch or reservoir, natural or artificial, which is located on the Property and which is included within or managed as Common Area.

#### ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Improvements - Generally. All Improvements are to be designed, constructed and used in such a manner as to (i) comply with the conditions of approval (as may be amended from time to time) issued by the applicable governmental entity with respect to the Plat containing the portion of the Property upon which the Improvements are located (the "Plat Conditions"), (ii) comply with all applicable governmental laws, ordinances, rules and regulations, and (iii) promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use and Size of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No commercial use shall be permitted on Building Lots. Pursuant to Idaho Code Section 55-115(3), no Building Lot or Improvement constructed on a Building Lot shall be leased or licensed (or subleased or sublicensed), except for bona fide leases with a term of greater than three months wherein the rent charged is commensurate with the time period covered by the lease, and at the inception of such lease or license, the lessee or licensee (or sublessee or sublicensee) intends to physically occupy the Improvements for a period of greater than three months. Use of any Improvement on a Building Lot for short term rentals such as Airbnb or VRBO are strictly prohibited.

No Building Lot shall be improved except with a single-family dwelling unit or structure. The floor area on the ground floor of a single-story residential home in the Subdivision shall not be less than 1,600 square feet. Two story homes shall not have less than 1,400 square feet on the ground level and not less than 2,200 total square feet minimum. For the purpose of the CC&R's, caves, steps, open porches, covered porches, entrances, or patios shall not be considered as part of a building's square footage. No split entry homes, mobile homes, or pre-built homes will be allowed. No shack, tent, trailer house, or basement shall be used within the Subdivision for living quarters, permanent or temporary.

4.1.2 Architectural Committee Review. No construction of any Improvements which will be visible above the ground or which will ultimately affect the visibility of any above ground Improvement may commence until the Architectural Committee has approved, in writing, the elevations, building plans, specifications, lot plan and other plans and specifications requested by the Architectural Committee. Construction of all such Improvements must conform to and comply with the applicable approved elevations, plans and specifications. Prior to the start of construction, Owners will submit two (2) sets of plans, including a plat plan, floor plan, all elevations and other documentation requested by the Architectural Committee, to the Architectural Committee for review. These plans will be held for thirty (30) days after completion of the project. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials (including, without limitation, Architectural Committee approved architectural shingles and roofing material), physical or aesthetic impacts on other properties (including, without limitation, Common Areas), artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the design shall apply only to the exterior appearance of the Improvements and to landscaping. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by exterior and landscape design restrictions that this Declaration is intended to control.

4.1.3 Setbacks and Height. No residential or other structure (exclusive of fences and similar structures constructed in compliance with the terms of this Declaration) shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by the applicable Plat Conditions or by any applicable zoning restriction or by decision of the Architectural Committee, whichever is more restrictive.

4.1.4 Roofing. All residences must be built with a minimum of thirty-five (35) year life architectural composition unless otherwise approved by the Architectural Committee. Broken rooflines, gables, hip roofs, etc., are strongly encouraged. Roof pitch on all dwellings shall be a minimum 5/12 roof pitch.

4.1.5 Accessory Structures. Garages shall accommodate a minimum of two (2) cars; detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the Architectural Committee. All garages, storage sheds and patio-covers, whether attached or detached from the residential structure, shall be of the same construction, matching exterior finish material and color as the residential structure on the applicable Building

Lot. No playhouses, playground equipment, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located, unless specifically so allowed by the Architectural Committee, in its sole discretion. Basketball courts, backboards, pools, tennis courts, shall be allowed in the backyard of any Building Lot, provided that such amenities are approved by the Architectural Committee and are not visible from any street, and do not promote noise or other nuisance that is offensive or detrimental to other portions of the Subdivision or offensive or detrimental to the occupants of other Building Lots.

4.1.6 Elevations. As set forth in Section 4.1.2 above, no construction of any Improvements which will be visible above the ground, or which will ultimately affect the visibility of any above ground Improvement may commence until the Architectural Committee has approved the elevation drawings and all Improvements must be constructed pursuant to such approved drawings. The Architectural Committee reserves the right to reject plans that in the judgment of the Architectural Committee lack integrity and balance. Without limiting the general reservation of powers set forth in the immediately previous sentences, the following guidelines, which are subject to change by the Architectural Committee, are designed to help provide guidance on appropriate design features for elevation plans and any waiver or exception must be in writing signed by the Architectural Committee:

A. Hardboard, cement fiber, natural wood siding and stucco are allowed primary exterior finish materials. Vinyl and aluminum siding and soffits are prohibited.

B. Sixteen-inch (16") minimum eaves and twelve-inch (12") minimum gables are required.

C. Boxed or returned soffits are recommended.

D. Windows, at siding locations, must have trim materials greater than the depth of the siding to give definition.

E. Minimum of 36" stucco, brick, stone or other masonry accents are required on front elevation, however, if the home to be constructed has architectural appeal the Architectural Committee may provide written waiver of the stone, brick or stucco requirement.

F. No split entry homes will be approved.

4.1.7 Driveways/Sidewalks. All access driveways and sidewalks shall have concrete or other hard surface along its full width as approved by the Architectural Committee and shall be graded to assure proper drainage. Asphalt driveways and sidewalks will not be allowed. Driveways shall have a maximum width compliant with and as approved pursuant to ACHD driveway approach permit and shall continue until connecting to the garage floor providing off street parking for a minimum 2 automobiles without encroaching into the sidewalk.

4.1.8 Mailboxes. Owner shall supply and install black metal mailbox posts. The location and type of post shall be submitted to and approved by the Grantor or the Architectural Committee prior to installation. On all Building Lots where the adjoining Building Lot has a common utility (garage side) property line the mailbox posts shall be installed at the shared property line and shall be a paired post capable of accepting two (2) mailboxes. The responsibility for the installation of the post shall be borne by the first Building Lot to obtain a building permit. All mailboxes shall be supplied and installed on the posts by Owner, shall be black and of standard single resident size and shape. Architectural Committee approval shall be obtained prior to installation. Ornamental or oversized mailboxes shall not be permitted. All replacement mailboxes and stands will be of consistent design, material, and coloration as required in 4.1.8 and shall be located as originally placed on adjoining Building Lot lines at places designated by Grantor or the Architectural Committee. Grantor, the Association and/or the US Postal Service may require mailbox locations to be grouped.

4.1.9 Fencing. Fence designs shall not extend into any common green space within the Subdivision. All fencing and boundary walls constructed on any Building Lot shall be permanent in nature, maintenance free and be constructed of materials specified by the Architectural Committee and shall be compliant with applicable code. If fencing is used in combination with a landscape berm, the fence shall be placed behind the berm and under no circumstances, placed on the berm. The material, style, texture and design shall match the existing Grantor installed fencing and shall be approved by the Architectural Committee. Fencing shall not extend higher than six (6) feet measured from finished grade established by Grantor unless Architectural Review Committee approval has been granted to modify the grade and shall be held back a minimum of 2 feet behind the front setback of the home and shall meet any more stringent requirements established by the Architectural Committee. All fencing must meet the setback requirements and material requirements of City ordinance.

4.1.10 Lighting. Fixtures, standards, and all exposed accessories shall be harmonious with building design and shall be as approved by the Architectural Committee. Lighting shall be restrained in design and excessive brightness. Landscape lighting is encouraged. Building designs shall seek to minimize lighting impacts on adjoining properties.

4.2 Antennae and Satellite Dishes. Exterior radio antenna, television antenna, other antenna and satellite dishes of the type that are governed by 47 C.F.R. Section 1.4000, as amended from time to time, are permitted to be installed on the property without Architectural Committee approval if so required under the aforementioned regulation and shall be installed on the rear elevation and hidden from street view whenever possible. No other types of antenna or satellite dish shall be erected or maintained on the property unless it is approved by the Architectural Committee and located or screened in a manner acceptable to the Architectural Committee.

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

4.4 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest on any Building Lot be granted, or Building Lot line adjusted, unless the advanced written approval of the Architectural Committee is obtained.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee or Association, and the City if so required, except:

A. Such signs as may be used by Grantor and Grantor's agents in connection with the development of the Property, the sale of Building Lots and general promotion of the project. Such signs may be installed in the Common Areas at the discretion of the Grantor.

B. Temporary signs naming the contractors, the architect, and the lending institution for particular construction operation.

C. Such signs identifying the Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area.

D. One (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease. No such sign shall be placed on Common Areas or on the rear portion of any Lot being sold.

All signage, including signage for the exceptions listed as (B)-(D), must be erected in accordance with signage format approved and established by the Architectural Committee. Save and excepting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee or the Association.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. All structures shall be designed to minimize the noise impact on adjoining properties and no noise or other nuisance, as described in any applicable laws, rules, regulations or ordinances, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior sound systems, speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

4.7 Site Cleaning: Owners are responsible for ensuring the Building Lot is kept clean in following specific manner:

4.7.1 All contractors and subcontractors must operate a clean site with all debris cleaned and contained on the site. Contractors and subcontractors are not to allow garbage to blow to other sites.

4.7.2 All contractors and subcontractors will make the best efforts to be courteous to the current residents and others on the Property. No dogs or loud music allowed during any phase of the construction.

4.7.3 During the construction phase the streets must be swept clean of debris nightly.

4.7.4 During the construction phase all weeds must be kept trimmed and properly disposed of in a proper receptacle.

4.7.5 Owners who do not adhere, or require their agents, contractors and/or subcontractors to adhere to the cleaning rules outlined herein will be subject to a charge equal to the cost of cleanup plus and administrative fee equal to 25% of the cleanup cost and any applicable attorney fees and costs incurred in the enforcement or collection of such charges.

4.7.6 During construction, each contractor shall provide portable toilets as is required by applicable laws, rules, regulations and ordinances or by the Architectural Committee, whichever is more restrictive.

4.7.7 The Architectural Committee has the authority to grant variances to the design guidelines and to the requirements of this Section 4.7.

4.8 Exterior Maintenance: Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including, without limitation, trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or to damage property or facilities on or adjoining their Building Lot which would otherwise be the Association's responsibility to maintain, the Board, upon fifteen (15) days prior written notice to the Owner, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof, plus all other costs associated with such action including, without limitation, legal fees, and plus interest at eighteen percent (18%) per annum on all costs incurred by the Association. All such costs and interest shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VII of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, in addition to the lien for the Limited Assessment, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.9 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from the Common Area over any Building Lot in the Property. Drainage which is without the purview of Ada County Highway District shall be governed by The Association shall maintain the drainage and roadway swales (to the extent roadway swales exist) pursuant to any requirements of ACHD.

4.10 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of City Code shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, devices and plantings and ground cover installed or completed thereon, which are not the responsibility of ACHD, the Association, or other public agency. Such requirements shall be subject to Regular, Special, and Limited Assessments provided in Article VII herein, as may be applicable.

4.11 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Board and all governmental authorities having jurisdiction. Grantor may use the water supply as deemed necessary for any purpose on a temporary basis and for irrigation purposes.

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

4.13 Unightly Articles. No unsightly articles, as determined by the Architectural Committee, shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the Architectural Committee. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to any other portion of the Property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.14 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one (1) week unless approved by the Association), shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any sales office established by the Grantor or the Association for the Property.

4.15 No Unenclosed or Unscreened Boats, Campers, and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas, and

driveways) unless the same are enclosed or screened by a structure concealing them from adjacent street, Building Lot and Common Area view and in a manner approved by the Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.16 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the sewer system as required by the Architectural Committee and pay all charges assessed therefore.

4.17 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This Section 4.17 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.18 Energy Devices Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Architectural Committee, except for heat pumps shown in plans approved by the Architectural Committee. This Section 4.18 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.19 Vehicles. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within the Subdivision. No overnight on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front, or backyard. Vehicles parked on a driveway shall not extend into any sidewalk, bike path or pedestrian path. No motorized vehicle or device shall be permitted on any Waterway or in the Common Area unless such vehicle is engaged in an emergency procedure. Parking of boats, trailers, motorcycles, trucks, truck-campers, and like equipment, or junk cars or other unsightly vehicles, and like items, shall not be allowed on any part of the Subdivision nor on public ways adjacent thereto excepting only within the confines of an enclosed garage or other approved enclosure, and no portion of same may project beyond the enclosed area. Parking of automobiles or other vehicles on any part of the Subdivision or on public ways adjacent thereto shall be prohibited except within garages or an area approved as set forth below. Garage driveways shall not be extended on either side for additional parking. For the purpose of this Section, an approved area may be beside the house, but not on a street side, and screened with a six (6) foot solid vinyl fence or landscaping enclosure, which screening is approved by the ACC. If the height of the stored item is greater than the height of the front fence, the item must be stored two (2) feet farther from the front fence for each part of a foot the item extends above the

fence, and the item must be stored one (1) feet away from any side yard fence for each part of a foot it extends above said fence, but in no case will the item be allowed to be stored if its height is greater than ten (10) feet or length greater than thirty (30) feet. Any variance to allow a deviation to these vehicle storage requirements must be approved in writing by the ACC and all surrounding Lot owners. The ACC shall be the sole and exclusive judge of approved parking areas.

4.20 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property. This Section 4.20 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets, which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in the Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the Building Lot of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner or the Owner of the Building Lot in which such animal is being kept. No dog or cat shall be allowed in any Waterway. The construction of dog runs or other pet enclosures shall be subject to Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and twenty-five (25) feet from the rear Building Lot line, shall not be placed in any front yard of a Building Lot, shall be screened from view so as not to be visible from the Common Area or an adjacent Building Lot, and must be approved by the Architectural Committee.

4.21 Landscaping. The Owner of any Building Lot shall sod and landscape such Building Lot in conformance with the landscape plan approved by the Architectural Committee. The Owner must submit a landscaping plan for approval by the Architectural Committee.

The following restrictions apply with respect to landscaping subject to increased requirements established by the Architectural Committee:

- A. Front Yard Landscaping: the front yard of all Building Lots must meet the following minimum requirements:

All landscaping is to be completed within thirty (30) days from actual occupancy;

It must be fully sodded within thirty (30) days from occupancy;

It must contain at least 2 trees with a minimum of 2" caliper;

It must contain at least ten, five-gallon plants/shrubs; and

An Automatic Sprinkler System (covering all of the yards) must be completed within thirty (30) days of occupancy. All planter beds shall be irrigated with drip irrigation. Care shall be taken to prevent irrigation from spraying against the foundation or on any component of the residence. Irrigation water shall not be allowed to run off the lot in any direction and shall never drain to a neighboring lot.

- B. Back Yard and Side Yard Landscaping: All back and side yard landscaping must be completed within six (6) months of occupancy unless it is not fenced with approved fencing and in that case shall comply with Front Yard Landscaping completion date requirements.
- C. Fencing: All fencing shall be constructed six feet (6') in height and shall be vinyl matching the brand and color of the developer installed fencing approved in advance by the Architectural Committee. All fencing shall meet the requirements of the City of Kuna and be permitted as required by Kuna.

4.22 Water Rights Appurtenant to Subdivision Lands. Within one hundred twenty (120) days of the date of the recording of this Declaration, Grantor shall transfer from the Property subject to this Declaration, and within the boundaries of an irrigation entity, as defined in Section 31-3805, Idaho Code, all water rights and assessment obligations appurtenant to the Property to the Association or the appropriate district providing pressurized irrigation and domestic water to Subdivision. In the event of a municipal irrigation system or a system owned by an irrigation district each lot will be billed for their irrigation water individually by the municipality or district.

4.23 Commencement of Construction. Any owner of a Building Lot other than lots owned by a Grantor shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within six (6) months thereafter. The term "commence the construction," as used in this Section 4.23, shall require beginning and ongoing physical construction of the dwelling structure upon such Building Lot. In the event any Owner shall fail or refuse to commence the construction of a dwelling structure within said one (1) year period, Grantor may, at Grantor's option, following the expiration of said one (1) year period, repurchase said Building Lot from such Owner or the then Owner of such Building Lot at a repurchase price equivalent to the money actually paid to Grantor, less an amount equivalent to thirty (30) percent thereof. In the event Grantor shall exercise Grantor's option to repurchase such Building Lot, upon tender of said repurchase price,

Owner or the then Owner of such Building Lot shall make, execute, and deliver to Grantor a deed re-conveying said Building Lot, free and clear of all liens and encumbrances, which deed shall, by virtue of the notice provided hereby, be binding upon all persons who may, at any time hereafter, own or claim any right, title, or interest in such Building Lot, and the successors in title thereto, whether acquired by voluntary act or through operation of law.

4.24 Exemptions of Grantor. Notwithstanding all other provisions in this Declaration, the Articles, Bylaws or any other documents, Grantor is and shall at all times be, and Improvements to the Common Areas by Grantor, or the Association are and shall at all times be, exempt from the obligations and restrictions set forth in this Article IV of the Declaration and from the governance and control of the Architectural Committee. Additionally, Grantor shall not be obligated to comply with any Association Rules. Without limiting the generality of the preceding sentences in this Section 4.24, so long as Grantor owns any Building Lot, nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area and Building Lots that it owns to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures, signage and displays as may be reasonably necessary for the conduct of Grantor's business of completing development of the Property and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model homes or home complexes or real estate sales or leasing offices for lots and homes within or outside the Subdivision. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property, including but not limited to Building Lots, owned by Grantor, and Grantor shall have the right to take all actions and grant all approvals and variances that the Architectural Committee is empowered to take or grant, as it relates to its own Building Lots. All of the rights of Grantor, including, without limitation, those set forth in this Section 4.24 may be assigned by Grantor as set forth in Section 3.14 of this Declaration.

#### ARTICLE V: GRAN PRADO HOMEOWNERS ASSOCIATION

5.1 Organization of the Gran Prado Homeowners Association. The Association shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general non-profit corporations and

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shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Subdivision. Conflicting terms between any of these three documents shall be resolved with the following priority: CC&Rs shall prevail over the Articles and the Bylaws and the Articles shall prevail over the Bylaws.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. Memberships in the Association shall be appurtenant to the Building Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots, which they own, or, in the case of Grantor, attributable to the Building Lots owned by Grantor. Member voting procedures shall be performed in accordance with the terms of this Declaration, the Association's Bylaws, Articles and other properly adopted organizational documents. On any issue that comes to a vote of the Members, each Owner shall be entitled to vote a number of votes that correlates to the number of Building Lots owned by such Member as described in more detail below. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below:

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and notwithstanding all other provisions of this Declaration to the contrary, Grantor shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner. In the event Grantor annexes an Annexed Tract as permitted pursuant to this Declaration, while it still owns a Building Lot, or in the event Grantor ceases to own a Building Lot, but subsequently annexes an Annexed Tract as permitted pursuant to this Declaration, Grantor shall be entitled to the rights of a Class B Member, and shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their

right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owners right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein. Neither the Grantor nor the Association shall be responsible or liable for any dispute, or damages related thereto, based on a disagreement as to who has the voting rights associated with a particular Building Lot and shall be able to rely on the claim by any lessee, mortgagee, contract purchaser or beneficiary of their right to vote. The Association shall have the right to suspend the voting rights of an Owner, except Grantor, for any period during which any Assessment or charge against such Owner's or such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules.

5.4 Board and Officers. The affairs of the Association shall be conducted and managed by the Board and agents of the Board as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Grantor's and Association's other assets (including water rights when and if received from Grantor) and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Article or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager, and to contract for the maintenance, repair, replacement, and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend and repeal, by majority vote of the Board, such rules and regulations as the Board deems reasonable, including, without limitation, reasonable charges for an Owner's failure to comply with such rules and regulations. The Association may govern the use of the Common Areas, including, but not limited to, the use of private streets and other common area improvements by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

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

thereby shall be repaired by the Association unless the conditions of such emergency were caused by such Owner.

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

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

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

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

5.5.1.7 Conveyances to and from Municipalities. The power to convey any portion of the Common Area and any portion of the Property that it owns to any city, county, the State of Idaho, the United States of America, or any political subdivision of any of the foregoing. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agents, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

**5.5.2.1 Operation and Maintenance of the Common Area.**

Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area. Such properties may include those lands intended for open space uses and which may be referred to as "non-buildable" lots per the Plat. Without limiting the generality of the foregoing, the Association shall perform the following:

5.5.2.1.1 Maintain, repair, or replace all school bus staging areas;

5.5.2.1.2 Maintain the integrity of the vision triangles as required by the Plat Conditions;

5.5.2.1.3 Maintain the development's Common Area landscaping and open spaces, including temporary irrigation and furnishings located in all public rights-of-way;

5.5.2.1.4 Maintain the Subdivision's non-publically dedicated park and pathway areas;

5.5.2.1.5 Participate in a Road Improvement District or utility local improvement district as the need for these improvements arise;

5.5.2.1.6 Provide for snow removal along pathways in the Common Areas so they are pedestrian accessible within 24 hours of a snow event;

5.5.2.1.7 If the Subdivision becomes part of a transit route(s), provide residents of the Subdivision with transit street furnishings; and

5.5.2.1.8 Repair and replacement of property damaged or destroyed by casualty loss.

Additionally, the Association may, in its discretion, limit or restrict the access and use of the Common Area to any Owner or Owners, other than Grantor, residing in the Subdivision. The Association may establish rules and regulations regarding the Owners' use of Common Areas and Improvements located thereon.

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

5.5.2.3 Maintenance of Berms Retaining Walls and Fences. Maintain the berms, retaining walls, fences, and water amenities within and abutting the Common Area and Landscape Easement areas.

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

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area, and manage for the benefit of the Subdivision all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise. The Association shall maintain, repair, and operate any sewer lift stations located on the Property and shall comply with all of the terms and conditions of the Storm-water Plan. All responsibility for payment of fees related to the provision of utilities, and other similar fees, including, without limitation, impact fees, sewer treatment connection fees, sewer interceptor fees, water connection fees, pressure irrigation connection fees, and related inspections fees, shall belong to the Owner of each Building Lot at the time a building permit is acquired to commence construction on any Improvements on such Building Lot. In the event the Grantor or Association has paid any such fees, the Association or Grantor, whichever is applicable, shall be entitled to reimbursement of the same and such reimbursement shall be a Limited Assessment.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in

effect any insurance policy the Board deems necessary or advisable, which policies must include, the following policies of insurance:

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

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be a minimum of the following:

Not less than One Million Dollars and No Cents (\$1,000,000.00) per person, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence, with respect to personal injury or death, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence with respect to property damage.

5.5.2.6.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00).

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

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

5.5.2.8 Insurance Premiums as Regular Assessments. Charge as a common expense to be included in the Regular Assessments insurance premiums for any and all insurance coverage the Board deems necessary or advisable.

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

5.5.2.10 Newsletter. If it so elects, prepare and distribute a newsletter on matters of general interest to Association Members, the cost of which shall be included in Regular Assessments.

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

5.5.2.12 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable, or necessary to enforce any of the provisions of the Declaration, or of the Articles or the Bylaws, including, without limitation, the recordation of any claim of lien with the County Recorder, as more fully provided herein.

5.5.2.13 Private Streets, Signs and Lights. Maintain, repair, or replace private streets (as noted on the Plat and including any cul-de-sac easements), street signs, and private streetlights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the all required governmental entities consent to such waiver.

5.6 Personal Liability. No member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of such person, the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any Owner, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.7 Loans. At the election of Grantor, all expenditures made by Grantor related to the organization and operation of the Association shall be deemed loans made on behalf of Grantor for the benefit of the Association ("Grantor Loans"); provided, however, Grantor shall not be obligated to make any Grantor Loans or otherwise have any of the obligations attributable to the Association under this Declaration or otherwise.

All Grantor Loans shall be repaid to Grantor as part of the Expenses used to calculate the Regular Assessment for the next successive fiscal year after each such Grantor Loan is made or, at the option of the Board, at an earlier time pursuant to a Special Assessment. In the event that there is more than one Grantor Loan outstanding and not all outstanding Grantor Loans are paid back in full at the same time, then regardless of when Grantor Loans are made, they shall be paid back on a pro-rata basis.

**5.8 Budgets and Financial Statements.** Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

**5.9 Meetings of Association.** Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings and all other persons may be excluded. Notice for all Association meetings shall be given pursuant to the Association's Bylaws.

#### **ARTICLE VI: RIGHTS TO COMMON AREAS**

**6.1 Use of Common Area.** Every Owner shall have a right to use, but not to control, all or any part of the Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to all of the following provisions:

**6.1.1** The right of the Association holding or controlling such Common Area to levy and increase Assessments.

**6.1.2** The right of the Association to suspend the use of, or interest in, the Common Area (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner, except Grantor, for any period during which any Assessment or charge against such Owner's or such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules.

**6.1.3** The right of the Association to prohibit the construction of structures or Improvements on all Common Areas.

**6.1.4** The right of the Association to protect wildlife habitat.

6.1.5 The right of the Association and the Grantor to set aside and restrict access to, either temporarily or permanently, portions of the Common Area for the use of the Association, the Grantor, any individual Owner or any group of Owners, so long as such action does not materially impair the other Owner's use and enjoyment of the Common Area as a whole.

6.1.6 *Notwithstanding the foregoing, Lot 1 of Block 1 of the Plat attached hereto ("Multi-Use Lot") shall be owned by the Association as Common Area, but the use of the Multi-Use Lot (including pedestrian and bicycle access) shall be limited to the extent it would conflict with the use of the Multi-Use Lot for emergency vehicle access or vehicle access to Lots 8, 9, and 10 of Block 1 of the Plat attached hereto. In no event shall the Multi-Use Lot be used for motor vehicle access onto Ten Mile Road. In the event the Multi-Use Lot is no longer required for emergency access, Grantor may reconfigure any paving beyond the point required to provide access to the driveway servicing Lot 8 of Block 1 of the Plat attached hereto, but the same shall remain Common Area. The Association shall maintain, repair and replace all elements of the Multi-Use Lot.*

6.2 Designation of Common Area. Grantor shall specifically designate and reserve the Common Area in the Declaration, Supplemental Declarations, deeds (which the Association shall accept) and/or recorded Plats. By accepting a deed to a Building Lot, each Owner agrees that such Owner is waiving all right to assert a common law dedication by Grantor or the Association of any Common Area.

6.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Common Area to the general public, and such delegation to the general public shall be for a fee set by Grantor or the Association.

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

## ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the

provisions of this Declaration or other applicable instrument. Notwithstanding any other provision of this Declaration, the Articles, Bylaws, or other document, the Grantor shall not be required to pay any Assessments.

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

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

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

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to repay all unpaid Grantor Loans and to pay for all costs and expenses incurred by the Association and that the Association expects to incur, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

7.2.2 Computation of Regular Assessments. The Board shall compute the anticipated amount of its Expenses on an annual basis as set forth in this paragraph (the "Anticipated Expenses"). The Regular Assessment for a given fiscal year shall be based on the Anticipated Expenses. The Board shall compute the initial amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in the Subdivision for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) or more than sixty (60) days

before the beginning of each fiscal year of the Association, provided, however, in the event that for any reason the Board fails to make such a computation, the Owners shall not be relieved of the obligation to pay the Regular Assessments and until such computation is made, the Owners shall continue to pay an amount of Regular Assessments consistent with the previous fiscal year. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount, which fairly reflects the fact that such period was less than one (1) year.

7.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner, except Grantor, for any given fiscal year shall be computed as follows:

7.2.3.1 An initial assessment set up fee of \$200.00 shall be paid to the Association at the closing of the acquisition by any Owner, aside from the Grantor, of a Building Lot. This fee shall (i) be paid by the purchaser, (ii) only apply to the initial sale from Grantor to a non-Grantor Owner, (iii) be in addition to and not a credit towards the Regular Assessments owed by an Owner and (iv) be used to pay back Grantor Loans. On all subsequent transfers of Building Lots, at the closing of the acquisition, the purchaser shall pay to the Association a transfer fee of \$150.00.

7.2.3.2 As to the Association's Regular Assessment, initially, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total Anticipated Expenses by 1.5 and then multiplying that total by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots that are part of the Property at the time such calculation is made. Regular Assessments shall be calculated in this manner until such time as all Grantor Loans have been repaid in full and, thereafter, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total Anticipated Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots not owned by Grantor that are part of the Property at the time such calculation is made. As of the date of this Declaration the estimated initial amount of the regular assessment is \$450.00 per year, per Building Lot.

7.2.3.3 Notwithstanding anything in this Declaration to the contrary, Grantor is not obligated to pay any Regular, Special or Limited Assessment on any Building Lot that it owns.

### 7.3 Special Assessments.

7.3.1 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the Owners and the Building Lots, pursuant to the terms of this Article VII and which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the Anticipated Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

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

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against any individual Member or multiple members (i) as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot or restricted Common Area into compliance with the provisions of this Declaration, the Articles, Bylaws, Association Rules and any other governing instruments of the Subdivision, (ii) to collect other amounts owed by an Owner to the Association, and (iii) otherwise reimburse the Association for expenses incurred as a result of such Member's acts and omissions.

7.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

7.6 Assessment Period. Unless otherwise provided in this Declaration or otherwise determined by the Board, the Assessment period shall commence on January 1st of each year and terminate December 31st of such year. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable by the Owner of a Building Lot at the closing of the Owner's acquisition of such Building Lot.

7.7 Notice and Assessment Due Date. Ten (10) days' prior written notice of any change in the amount or due date of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for the semi-annual payment of Regular Assessments and Special Assessments shall be the first day of January and the first day of July, unless some other due date is established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the due date thereof. All Limited Assessments shall be delinquent if not paid within ten (10) days after notice of such Limited Assessment is provided to Owner. There shall accrue with each delinquent payment a late charge equal to ten percent (10%) of the delinquent charge and installment. In addition, each payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot, or Building Lots if Owner owns more than one, as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorney's fees, and no Owner may exempt themselves from such liability by a waiver of the use and enjoyment of the Common Areas, by lease or abandonment of such Owner's Building Lot, or by virtue of the fact that their voting and/or Common Area use rights have been restricted pursuant to the terms of this Declaration.

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates, within the preceding twelve (12) month period that any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such certificate may not extend to any default of which the signor of such certificate had no actual knowledge.

ARTICLE VIII: ENFORCEMENT OF ASSESSMENT; LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner, upon becoming an Owner of a Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by any and all means available to it in law and in equity, including, without limitation, commencement and maintenance of a legal action, or exercise of the power of foreclosure and sale pursuant to Section 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

8.2 Assessment Liens.

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

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Assessment issued hereunder, the Association may cause to be recorded in the office of the County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such claim of lien), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Upon payment to the Association of all delinquent sums and charges in any given claim of lien or other satisfaction thereof, the Association shall cause to be recorded a

notice stating the satisfaction of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such notice before recording the same.

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho, as trustee for the purpose of conducting such power of sale or foreclosure.

8.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such claim of lien, and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the office of the County Recorder.

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in Section 8.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

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

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

9.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and any committees of the Association

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shall be made available at the office of the Association or at such other place as the Board of such Association shall prescribe, for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, upon reasonable notice, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

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

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

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

9.2.3 Payment by the requesting Member of the cost of reproducing copies of documents requested pursuant to this Article IX.

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

#### ARTICLE X: ARCHITECTURAL COMMITTEE

10.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on an architectural control committee (the "Architectural Committee"). Each member of the Architectural Committee shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner or Member of the Association. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

10.2 Rights of Appointment. After the initial appointment by Grantor as set forth in Section 10.1, the Board shall have the exclusive right, at any time, and from time to time, to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, the Board may appoint a member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration and perform such other duties as from time to time shall be assigned to it by the Board, including, without limitation, the inspection of construction in progress to assure its conformance with plans and specifications approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions or other Improvements contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes thereto as it deems appropriate, and/or upon the agreement of the Owner to reimburse the Association for the cost of maintenance and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and other documentation submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, at the discretion of the Architectural Committee, fees may be reduced for such application approvals.

Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, and fences and other structures such as animal enclosures as well as special architectural

guidelines applicable to Building Lots located adjacent to public open space, private open space or other Common Area.

10.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within forty-five (45) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article X shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within forty-five (45) days after the date of filing said materials with the Architectural Committee.

10.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to Section 10.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

10.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent. Similarly, the disapproval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to grant approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.

10.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

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

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

10.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the plans, specifications and other documents submitted to and approved by the Architectural Committee, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance issues and the Owner shall be required to remedy the same.

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon receipt of such notice, the Board shall call a Special Meeting, as provided in the Bylaws, at which it shall authorize the Architectural Committee members and the applicable Owner to be heard. Based on such special meeting, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

10.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance with sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

10.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor any duly authorized Architectural Committee representative, shall be liable to the Association, any Owner, Grantor, or any other individual or entity, for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes, laws or regulations.

10.9 Variances. With respect to the approval and construction of Improvements, the Architectural Committee may authorize variances from provisions of this Declaration and any other rules and guidelines created by the Architectural Committee, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, economic, or environmental considerations may require. However, no variances will be granted allowing for construction of structures or Improvements by Owners in the Common Areas. All authorized variances must be evidenced in writing and must be signed by at least two (2) members of the Architectural Committee. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

#### ARTICLE XI: ANNEXATION OF ADDITIONAL PROPERTIES

11.1 By Grantor. Should Grantor own any property that is contiguous or non-contiguous to the Property at any time and, in Grantor's sole discretion, Grantor deems it desirable to annex some or all of such properties into the Subdivision (an "Annexed Tract"), such property may be annexed into the Subdivision and brought within the provisions of this Declaration as provided herein by Grantor at any time, and from time to time, without the approval of any Owner or the Association. The use and development of an Annexed Tract shall conform to all applicable land use regulations as such regulations are modified by variances.

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11.2 Rights and Obligations of Owners of an Annexed Tract. Subject to the provisions hereof, upon the recording of a Supplemental Declaration as to any Annexed Tract, all provisions contained in the Declaration shall apply to the Annexed Tract in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions (including, but not limited to, such additions, deletions or modifications of Article 4 that Grantor deems appropriate in its sole and absolute discretion) as are specifically provided in such Supplemental Declaration in Grantor's sole and absolute discretion, such Annexed Tract shall be treated for all purposes as part of the Property as defined above. Without limiting the generality of the immediately preceding sentence, if an Annexed Tract becomes part of the Property, all Building Lots in the Annexed Tract shall be included for the purposes of the calculation set forth in Section 5.3.2 of this Declaration and such calculation shall be redone based on the inclusion of such Building Lots and the Class B membership of Grantor shall be increased and/or reinstated based on such recalculation and Grantor shall continue to have all rights of Grantor hereunder, and/or be restored to all of its rights of Grantor hereunder. The Owners of lots located in any Annexed Tract shall become members of the Association and shall become liable for their appropriate share of Assessments. Title to the Common Areas which are to be owned and managed by the Association within any Annexed Tract shall be conveyed to the Association, and the Association shall accept title to the same, free and clear of any monetary liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Declaration or any Supplemental Declaration applicable to such Annexed Tracts, and the Association shall be responsible for such Common Areas as set forth in this Declaration.

11.3 Method of Annexation. The addition of an Annexed Tract to the Property authorized under sections 11.1 and 11.2 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the Annexed Tract, which shall be executed by a Grantor or the owner of the Annexed Tract, and which shall cause the annexation of the Annexed Tract into the Subdivision. Thereupon each Annexed Tract shall be part of the Property, shall be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and shall be subject to the functions, powers, and jurisdiction of the Association, or, at the election of the Grantor, of a new Association established for the area encompassing the Annexed Tract. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions as may be deemed by Grantor or the owner of the Annexed Tract desirable to reflect the different character, if any, of the Annexed Tract, or as Grantor or such owner may deem appropriate in the development of the Annexed Tract. If any Annexed Tract is created, the Association shall have the authority to levy Assessments against the Owners located within such Annexed Tract, and the Association shall have the duty to maintain additional Common Area located within the Annexed Tract if so specified in any Supplemental Declaration.

11.4 De-annexation. Grantor may delete all or a portion of the Property, including, without limitation, previously Annexed Tracts, from the Property and from coverage of this Declaration and the jurisdiction of the Association so long as Grantor is the owner of all such de-annexed Property and provided that a Supplemental Declaration of Deletion of Property is recorded in the office of the County Recorder. Members other than Grantor as described above shall not be entitled to de-annex all or any portion of the Property.

## ARTICLE XII: EASEMENTS

12.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 12.1

12.2 Easements of Access. All Owners of Building Lots will have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, cul-de-sacs and walkways; provided, however, this shall not be a limitation of the Association's right to restrict or suspend use of other portions of the Common Area pursuant to the terms of this Declaration. These easements shall run with the land. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

12.3 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any Improvement including, without limitation, fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage

facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over any portion of the Property until close of escrow for the sale of the last Building Lot in the property to a purchaser. The Owners are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of the Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner whose Improvements were so damaged.

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

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

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

**12.5 Driveway Easements.** Whenever a driveway is installed within the Property that in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served, or a driveway is installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway shall be entitled to full use and enjoyment of the Building Lot upon which the driveway is installed as is required to service such Owner's Building Lot or to repair, replace, or maintain such driveway.

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12.6 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or driveways, or with respect to the sharing of the cost therefore, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved, which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

12.7 General Easement for Corrective Action. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of performing any and all corrective and other action that it is entitled to take pursuant to the terms of this Declaration and any rules or regulations adopted by the Board or the Architectural Committee.

12.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the save line and shall be consistent with all building codes and all Architectural Committee approval requirements.

12.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall legitimately constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within five (5) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed five (5) feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

12.10 Waterway Easements. Grantor hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Grantor or the Association on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right for Grantor and for the Association, to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall Grantor take any

action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

12.11 Specific Landscape Easement. Grantor hereby reserves for the benefit of the Association a perpetual Landscape Easement. Such easement shall allow the Association to install and maintain the berms, retaining walls, fences, and landscaping within the area defined as the Landscape Easement.

12.12 Specific Easements Designated in Plat. Notwithstanding any provisions heretofore, the Grantor reserves, for the benefit of the Association, the specific easements for utility, drainage, irrigation and access as set forth on the recorded Plat for the Subdivision.

### ARTICLE XIII: MISCELLANEOUS

13.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run until December 31, 2038, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the County Recorder. If the consent of any governmental entity is required prior to dissolution of the Association, then the Association may not dissolve without first obtaining such consent.

#### 13.2 Amendment.

13.2.1 By Grantor. Until the recordation of the first deed conveying a Building Lot to a party other than Grantor, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination, provided, however, the effect of such amendment shall be subject to the limitation set forth in Section 13.3. Any amendment affecting a particular Annexed Tract may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed conveying a Building Lot in such Annexed Tract to a party other than Grantor or the owner of such Annexed Tract.

13.2.2 By Owners. Except where a greater percentage is expressly required in this Declaration, the provisions of this Declaration, other than this Article XIII, may be amended only by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association. Any such amendment must be by an instrument in writing signed and acknowledged

by the president and secretary of the Association certifying and attesting that such amendment has been approved as set forth above and such amendment shall be effective upon its recordation with the County Recorder. Any amendment to this Article XIII shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association and must meet the requirements in the immediately preceding sentence to be effective. In no event shall any amendment modify or affect any rights of Grantor hereunder without the written consent of Grantor, and no additional restrictions may be imposed upon any Building Lots, or other property owned by Grantor now or in the future without the written consent of Grantor.

13.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Building Lot that existed prior to the said amendment.

13.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust, or the mortgagee on a first mortgage, upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust or mortgage, such Building Lots shall remain subject to this Declaration, as amended.

13.4 Notices. Except as otherwise specifically set forth in this Declaration or in the Bylaws, any notices permitted or required to be delivered as provided in this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to such person at the address appearing on the Association's records. Such address may be changed from time to time by notice in writing to the Association's registered agent and to the Association's Secretary, as provided in this Section 13.4.

13.5 Enforcement and Non-Waiver.

13.5.1 Right of Enforcement. Except as otherwise provided herein; any Owner of any Building Lot shall have the right to enforce any or all of the provisions of this Declaration.

13.5.2 Violations and Nuisances. The failure of any Owner to comply with any provision hereof, or with any provision of the Articles or Bylaws

of any Association, is hereby declared a nuisance and will give rise to a cause of action by the Grantor, the Association or any Owner within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, notwithstanding all other provisions in the Declaration to the contrary, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof and only if such self-help is preceded by notice to the Owner pursuant to the terms of this Declaration, and if notice is not addressed in a particular case, reasonable notice.

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

13.5.4 Remedies Cumulative. Each remedy provided in this Declaration is cumulative and not exclusive.

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

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

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

13.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 13.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision of the Declaration.

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

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

13.7 Successors and Assigns. Except with respect to the terms of Section 3.14 of this Declaration providing specific requirements for L assignment of the Grantor's rights, all references herein to Grantor, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners, Association, or person.

13.8 Mediation. Prior to the commencement of any legal or equitable proceedings with respect to the terms and provisions of this Declaration, the Articles, Bylaws or any decision by the Architectural Committee, the parties involved in the dispute are required to participate in a mediation to attempt resolution of the disputed matter, provided, however, this right to mediation shall not apply to disputes related to any Assessments. Unless the parties mutually agree otherwise, the mediation shall be non-binding, shall be held County, Idaho, and shall be performed in accordance with the then existing Idaho rule of civil procedure governing mediation (currently I.R.C.P. 16(k)). If Grantor is a party to the dispute, regardless of the identity of the opposing party, Grantor shall be entitled to payment by the opposing party of Grantor's fees and costs incurred prior to and as part of the required mediation. If the Association is a party to the dispute, so long as Grantor is not the opposing party (in which case the immediately preceding sentence shall apply), the Association shall be entitled to payment by the opposing party of the Association's fees and costs incurred prior to and as part of the required mediation. After unsuccessful, good faith, efforts to resolve claims and disputes by mediation, the parties shall have all rights and remedies otherwise available to them in law or equity.

#### ARTICLE XIV: ACHD STORMWATER DRAINAGE

14.1 Operation and maintenance of the storm water facilities at the Subdivision shall be governed by manuals and procedures approved by ACHD (the "O&M Manual").

14.2 ACHD Storm Water Drainage System. Lots 13-15, Block 1; Lots 2-4, Lots 7-9, and Lots 23-25 of Block 2; and Lot 1, Block 3 on the Plat attached hereto are servient to and contain the Ada County Highway District ("ACHD") storm water drainage system. These Lots are encumbered by that certain First Amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015 as Instrument No. 2015-103256 official records of Ada County, and incorporated herein by this reference as if set forth in full (the

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRAN PRADO  
SUBDIVISION - PAGE 45 OF 51**

47134.0022.12056075.1

“Master Easement”). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

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

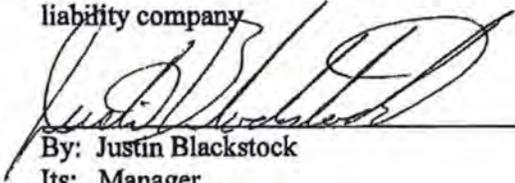
14.4 ACHD Approval of Amendments. Any amendment of this Declaration, the covenants, conditions and restrictions contained herein, or the O&M Manual, having any direct impact or effect on the ACHD storm water drainage system shall be subject to prior review and approval by ACHD.

14.5 ACHD Assessment of Costs. ACHD shall be entitled to pursue reimbursement for the reasonable costs of all required maintenance and repairs to the storm water drainage system that are a result of failure by the HOA or dues paying organization to properly perform the light maintenance duties as defined in the referenced O&M Manual.

14.6 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 be perpetual.

IN WITNESS WHEREOF, the Grantor has executed this Declaration effective as of the date first set forth above.

DB Development, LLC, a Delaware limited liability company



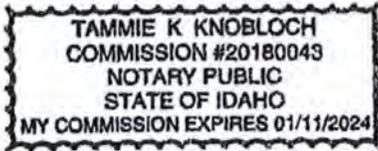
By: Justin Blackstock

Its: Manager

ACKNOWLEDGEMENT

State of Idaho )  
 )ss.  
County of Ada )

On this the 10 day of July, 2019, before me, the undersigned Notary Public in and for said state, personally appeared Justin Blackstock, known by me to be the Manager of **DB Development, LLC**, a Delaware limited liability company, whose name is subscribed to the within and foregoing instrument and he acknowledged to me that he executed the same on its behalf.



Tammie Knobloch  
Notary Public  
Residing At Stuy 110  
My Commission Expires 1-11-24







By 116 127 128

PLAT OF  
GRAN PRADO SUBDIVISION No. 1

**APPROVAL OF ADA COUNTY LANDMARK DISTRICT**  
 I, the undersigned, being duly qualified, do hereby certify that the above and foregoing plat of subdivision of land is in accordance with the provisions of the laws of the State of Texas and the laws of this County, and that the same has been approved by the Board of Directors of the ADA County Landmark District.

*[Signature]*  
 ADA COUNTY LANDMARK DISTRICT

**APPROVAL OF CITY ENGINEER**  
 I, the undersigned, being duly qualified, do hereby certify that the above and foregoing plat of subdivision of land is in accordance with the provisions of the laws of the State of Texas and the laws of this County, and that the same has been approved by the City Engineer.

*[Signature]*  
 CITY ENGINEER

**APPROVAL OF CITY COUNCIL**  
 I, the undersigned, being duly qualified, do hereby certify that the above and foregoing plat of subdivision of land is in accordance with the provisions of the laws of the State of Texas and the laws of this County, and that the same has been approved by the City Council.

*[Signature]*  
 CITY COUNCIL

**CERTIFICATE OF COUNTY CLERK**  
 I, the undersigned, being duly qualified, do hereby certify that the above and foregoing plat of subdivision of land is in accordance with the provisions of the laws of the State of Texas and the laws of this County, and that the same has been approved by the County Clerk.

*[Signature]*  
 COUNTY CLERK

**STATEMENT OF COUNTY RECORDS**  
 I, the undersigned, being duly qualified, do hereby certify that the above and foregoing plat of subdivision of land is in accordance with the provisions of the laws of the State of Texas and the laws of this County, and that the same has been approved by the County Records.

*[Signature]*  
 COUNTY RECORDS

**DEVELOPER**  
 I, the undersigned, being duly qualified, do hereby certify that the above and foregoing plat of subdivision of land is in accordance with the provisions of the laws of the State of Texas and the laws of this County, and that the same has been approved by the Developer.

*[Signature]*  
 DEVELOPER

**PLAT NO. 20-15-FP**  
 113 of 117

**DB DEVELOPMENT, LLC**  
 10-174-0018  
 10-174-0018  
 10-174-0018

**km**  
 10-174-0018  
 10-174-0018  
 10-174-0018

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRAN PRADO SUBDIVISION - PAGE 51 OF 51**

47134.0022.12056075.1



City of Kuna  
Planning & Zoning Department

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

## Agency Notification

August 7, 2020

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

<b>FILE NUMBER:</b>	20-15-FP (Final Plat) – Gran Prado No. 2
<b>PROJECT DESCRIPTION</b>	KM Engineering on behalf of DB Development requests Final Plat Approval for Gran Prado No. 2, which consists of 54 buildable lots and 14 common lots (68 total lots) on 14.32 acres (APN: R0967660158 & S123447575)
<b>SITE LOCATION</b>	Near the NWC of Ten Mile Rd and Lake Hazel Rd, Kuna, Idaho 83634.
<b>REPRESENTATIVE</b>	<i>KM Engineering</i> 9233 W. State St Boise, ID 83714 208-639-6939 <a href="mailto:kgrab0@kmenllp.com">kgrab0@kmenllp.com</a>
<b>SCHEDULED HEARING DATE</b>	Tuesday, <b>September 1, 2020.</b> 6:00 P.M.
<b>STAFF CONTACT</b>	Doug Hanson <a href="mailto:dhanson@kunaid.gov">dhanson@kunaid.gov</a> 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. 4<sup>th</sup> 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.



# Ada County Transmittal

## Division of Community and Environmental Health

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

Rezone # \_\_\_\_\_  
 Conditional Use # \_\_\_\_\_  
 Preliminary / Final / Short Plat 20-15-FP  
 \_\_\_\_\_ Gran Prado 2

- 1. We have No Objections to this Proposal.
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
  - high seasonal ground water
  - bedrock from original grade
  - waste flow characteristics
  - other \_\_\_\_\_
- 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- 8. After written 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 CDH.
- 14. \_\_\_\_\_

Reviewed By: Rowan  
 Date: 8/13/2020



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

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

## FINAL PLAT MEMORANDUM

**Date:** 26 August 2020  
**From:** Paul A. Stevens, P.E.  
**To:** Wendy Howell, Planning and Zoning Director  
**RE:** Gran Prado Subdivision 2 20-15-FP

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The Gran Prado Subdivision 2 20-17-FP Plat request dated 20 August 2020 has been reviewed. This review is based on land use as allowed or permitted in an "R-4" zone.

This Final Plat encompasses 14.32 Acres containing fifty-four (54) single family residential lots, and fourteen (14) 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 & Civil Design Drawings.

### **2) General**

- a) Gran Prado 2 Subdivision 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 Civil Engineering Drawings/Record Drawings.
- c) Provide a final plat showing all modifications stemming from construction.

### **3) Inspection & Fees**

- a) 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 not been paid.

**4) Sanitary Sewer & Potable Water Connection & Fees**

- a) This project is in agreement with the Sewer, and Water master plans.
- b) This project will add to the Memory Lift Station.

**5) Pressurized Irrigation**

- a) This project is in agreement with the PI master plan.
- b) Pressurized Irrigation services shall be placed such that they are convenient for the lot owner to access.

**6) Grading and Storm Drainage**

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

- a) Grading and drainage plans shall be 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) Slopes were a considerable problem during Gran Prado 1. Gran Prado 2 slopes must be per approved plan.
- d) Elevations shall be actual NAVD 88 datum elevations. A localized elevation/coordinate system is specifically not acceptable.
- e) 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.
- f) Privacy fencing shall be placed on the high lot such that it is in fact a privacy fence.
- g) 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.
  - (3) Adjustments to the Final Plat shall be accomplished before recording at ADA county.

**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.*



# 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: 20-16-FP (Final Plat) –  
Arbor Ridge No. 7

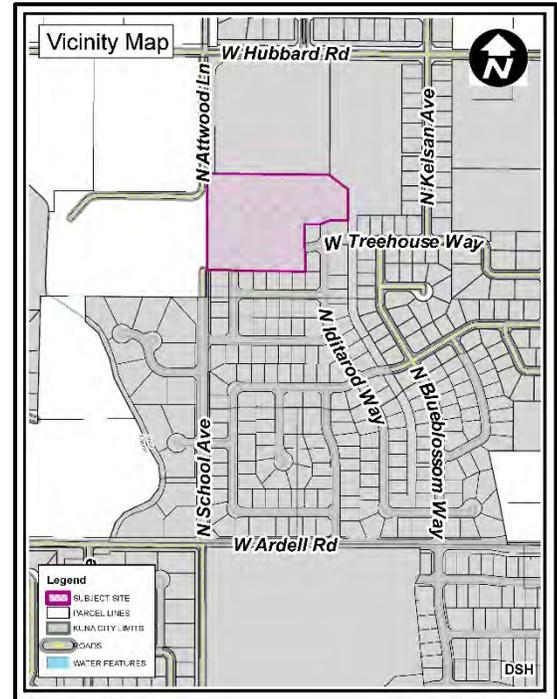
Location: Near SEC of W Hubbard Road  
and N Attwood Lane,  
Kuna Idaho 83634

Planner: Doug Hanson, Planner I

Meeting Date: September 15, 2020

Owner: Challenger Development, Inc  
1977 E Overland Road  
Meridian, ID 83642  
208.991.4931  
[cbarton@cbhhomes.com](mailto:cbarton@cbhhomes.com)

Applicant: David Crawford  
5505 W Franklin Road  
Boise, ID 83705  
208.343.3381  
[dacrawford@baengineers.com](mailto:dacrawford@baengineers.com)



### A. General Project Facts:

1. B&A Engineers is requesting final plat approval for Arbor Ridge No. 7 which has thirty (30) residential building lots and three (3) common lots on a total of approximately 7.6 acres (Ada County Assessor Parcel No. S1314121001).

### B. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for Arbor Ridge Subdivision No. 7.
2. Staff has determined that the proposed final plat for Arbor Ridge Subdivision No. 7 is in conformance with the approved preliminary plat.

### C. Applicable Standards:

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

### D. Conditions of Approval:

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

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Jessica Reid](#); [Doug Hanson](#)  
**Subject:** Online Form Submittal: Final Plat  
**Date:** Tuesday, August 4, 2020 3:59:51 PM

---

## Final Plat

### Step 1

Please complete each section of application in full

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

In order for this application to be submitted a file **MUST** be provided for each item marked by a red asterisk (\*).

(Section Break)

#### Contact/Applicant Information

Owner(s) of Record Challenger Development, Inc.

Phone: 208-991-4931

Email: [cbarton@cbhhomes.com](mailto:cbarton@cbhhomes.com)

Address1 1977 E. Overland Rd.

Address2 *Field not completed.*

City Meridian

State ID

Zip 83642

Applicant (Developer): David Crawford

Applicant (Developer)  
Company: B&A Engineers, Inc.

Phone: 208-343-3381

Email: [dacrawford@baengineers.com](mailto:dacrawford@baengineers.com)

Address1 5505 W. Franklin Rd.

Address2 *Field not completed.*

City Boise

State ID

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Zip	83705
Engineer/Representative:	Joe Canning
Engineer/Representative Company:	B&A Engineers, Inc.
Phone:	2083433381
Email:	jdcanning@baengineers.com
Address1	5505 W. Franklin Rd.
Address2	<i>Field not completed.</i>
City	Boise
State	ID
Zip	83705

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(Section Break)

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#### Subject Property Information

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Site Address:	<i>Field not completed.</i>
Nearest Cross Streets:	South of W. Hubbard Rd. & West of N. Linder Rd.
Parcel Number(s):	S131421001
Section, Township, Range:	Sec. 14 T2N R1W
Property Size:	7.6 ac
Current Land Use:	Under Construction
Current Zoning District:	R-4
Proposed Land Use:	Residential
Proposed Zoning District	R-4

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(Section Break)

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#### Project Description

---

Project/Subdivision Name:	Arbor Ridge Subdivision No. 7
---------------------------	-------------------------------

---

General description of proposed project/request: Approval & signature on final plat

Type of Use Proposed - Residential  
Check all that apply:

If Other has been selected, please provide a description: *Field not completed.*

Amenities provided with this development: N/A

(Section Break)

Residential Project Summary (if applicable):

Are there existing buildings? No

Please describe existing buildings: *Field not completed.*

Any existing buildings to remain? *Field not completed.*

Number of Residential Units: *Field not completed.*

Number of buildable lots: 30

Number of common lots and/or other lots: 3

Type of dwellings proposed - Check all that apply: Single-Family

Minimum square footage of structures: N/A

Gross Density (DU/Acre - Total Property): 4.34 du/ac

Net Density (DU/Acre - Excluding Roads): 5.34 du/ac

% of Open Space provided: 1.84%

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Acreeage of Open Space: 0.14 ac

---

Type of Open Space  
provided? common

---

(Section Break)

---

Non-Residential Project Summary (if applicable):

---

Number of building lots: *Field not completed.*

---

Other lots: *Field not completed.*

---

Gross floor area square  
footage: *Field not completed.*

---

Existing: *Field not completed.*

---

Hours of Operation: *Field not completed.*

---

Building Height: *Field not completed.*

---

Total Number of  
Employees: *Field not completed.*

---

Max. Number of  
Employees at one time? *Field not completed.*

---

Number & ages of  
students/children: *Field not completed.*

---

Seating Capacity: *Field not completed.*

---

Existing fencing? Type?  
Will it remain? *Field not completed.*

---

Fencing type, size &  
location? *Field not completed.*

---

Handicapped parking  
spaces: *Field not completed.*

---

Total parking spaces: *Field not completed.*

---

Width of driveway aisle: *Field not completed.*

---

Proposed lighting: *Field not completed.*

---

Proposed landscaping: *Field not completed.*

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**Step 2**

All applications are required to contain one copy of the following

Approved Drawings [Arbor Ridge 7 APPROVED Const. Plans 9-27-19.pdf](#)

Proposed Final Plat [Arbor Ridge 7 Final Plat.pdf](#)

Findings of Fact &  
Conclusions of Law [Status Report.pdf](#)

Proof of Ownership [Deed.pdf](#)

Additional Proof [Affidavit of Legal Interest.pdf](#)

Statement of  
Conformance [AR7 Conf. Ltr.pdf](#)

CCNR's [CCRs.pdf](#)

The Final Plat shall  
include and be in  
compliance with all items  
required under Title 50,  
Chapter 13 of Idaho  
State Code. Yes

(Section Break)

*By checking the "I agree" box below, you agree and acknowledge that 1) Your application will not be signed in the sense of a traditional paper document, 2) By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) You may still be required to provide a traditional signature at a later date.*

First Name Kaili

Last Name Worth

Electronic Signature  
Agreement I Agree

Date & Time 8/4/2020 4:00 PM

(Section Break)

Affidavit of Legal Interest  
Form [Click here](#)

Email not displaying correctly? [View it in your browser.](#)

# Arbor Ridge Subdivision No. 7

A PORTION OF THE NORTH HALF OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, KUNA CITY, ADA COUNTY, IDAHO.

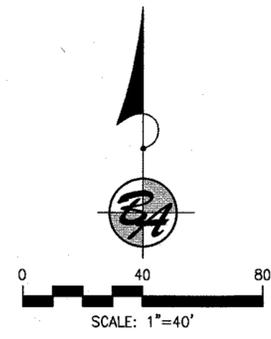
2020

ROS 11286

SHEET 1  
SHEET 2

## Legend

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- STREET CENTERLINE
- ADJOINING PROPERTY LINE
- TIE LINE
- WATER, SEWER, DRAINAGE, AND PRESSURE IRRIGATION EASEMENT LINE TO BENEFIT THE CITY OF KUNA, SEE NOTE 10, SHEET 2 FOR MORE INFORMATION
- 10' WIDE PUBLIC UTILITY EASEMENT LINE, SEE NOTE 9, SHEET 2 FOR MORE INFORMATION
- STORM DRAINAGE EASEMENT LINE TO BENEFIT ACHD, SEE NOTE 13, SHEET 2
- FOUND 1/2" PIN WITH PLASTIC CAP LABELED LS 4116, UNLESS OTHERWISE NOTED
- FOUND 5/8" PIN WITH PLASTIC CAP LABELED LS 4116, UNLESS OTHERWISE NOTED
- SET 1/2"x24" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116", UNLESS OTHERWISE NOTED
- SET 5/8"x30" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116", UNLESS OTHERWISE NOTED
- CALCULATED POINT, NOT FOUND OR SET
- NORTH 1/4 CORNER, FOUND ALUMINUM CAP  
CP&F NO. 2018-043554  
CP&F NO. 102129847  
CP&F NO. 97087020  
CP&F NO. 95057261  
CP&F NO. 8709675  
CP&F NO. 8636565  
CP&F NO. 8118304
- EAST 1/4 CORNER, FOUND 5/8 REBAR W/ CAP PLS 5461  
CP&F NO. 2019-055195  
CP&F NO. 103049698  
CP&F NO. 102129846  
CP&F NO. 8636567
- NORTHEAST CORNER SECTION 14, FOUND ALUMINUM CAP  
CP&F NO. 2017-094753  
CP&F NO. 2015-090111  
CP&F NO. 102129849  
CP&F NO. 99121621  
CP&F NO. 8636568  
CP&F NO. 7907143



CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD DIST
C1	89°36'25"	55.00'	86.02'	N45°05'32"W	77.51'
C2	44°48'13"	55.00'	43.01'	N67°29'39"W	41.92'
C3	44°48'13"	55.00'	43.01'	N22°41'26"W	41.92'
C4	31°02'15"	25.00'	13.54'	N74°35'08"E	13.38'
C5	151°40'55"	52.00'	137.66'	N45°05'32"W	100.84'
C6	31°02'15"	25.00'	13.54'	S15°13'48"W	13.38'
C7	89°36'25"	30.00'	46.92'	N45°05'32"W	42.28'
C8	65°30'09"	52.00'	59.45'	N88°10'55"W	56.26'
C9	16°44'12"	52.00'	15.19'	N47°03'44"W	15.14'
C10	63°14'34"	52.00'	57.40'	N7°04'21"W	54.53'
C11	6°11'52"	52.00'	5.62'	N27°38'52"E	5.62'
C12	5°06'04"	225.00'	20.03'	N87°33'13"E	20.03'
C13	5°01'39"	200.00'	17.55'	N87°35'26"E	17.54'
C14	5°09'36"	250.00'	22.51'	N87°31'27"E	22.51'
C15	48°11'23"	30.00'	25.23'	N65°48'04"W	24.49'
C16	41°25'02"	30.00'	21.69'	N20°59'51"W	21.22'

## Survey Narrative

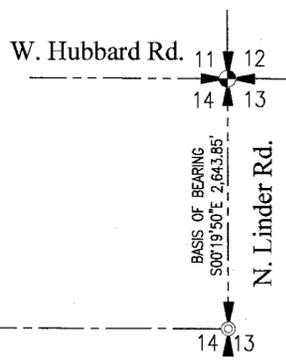
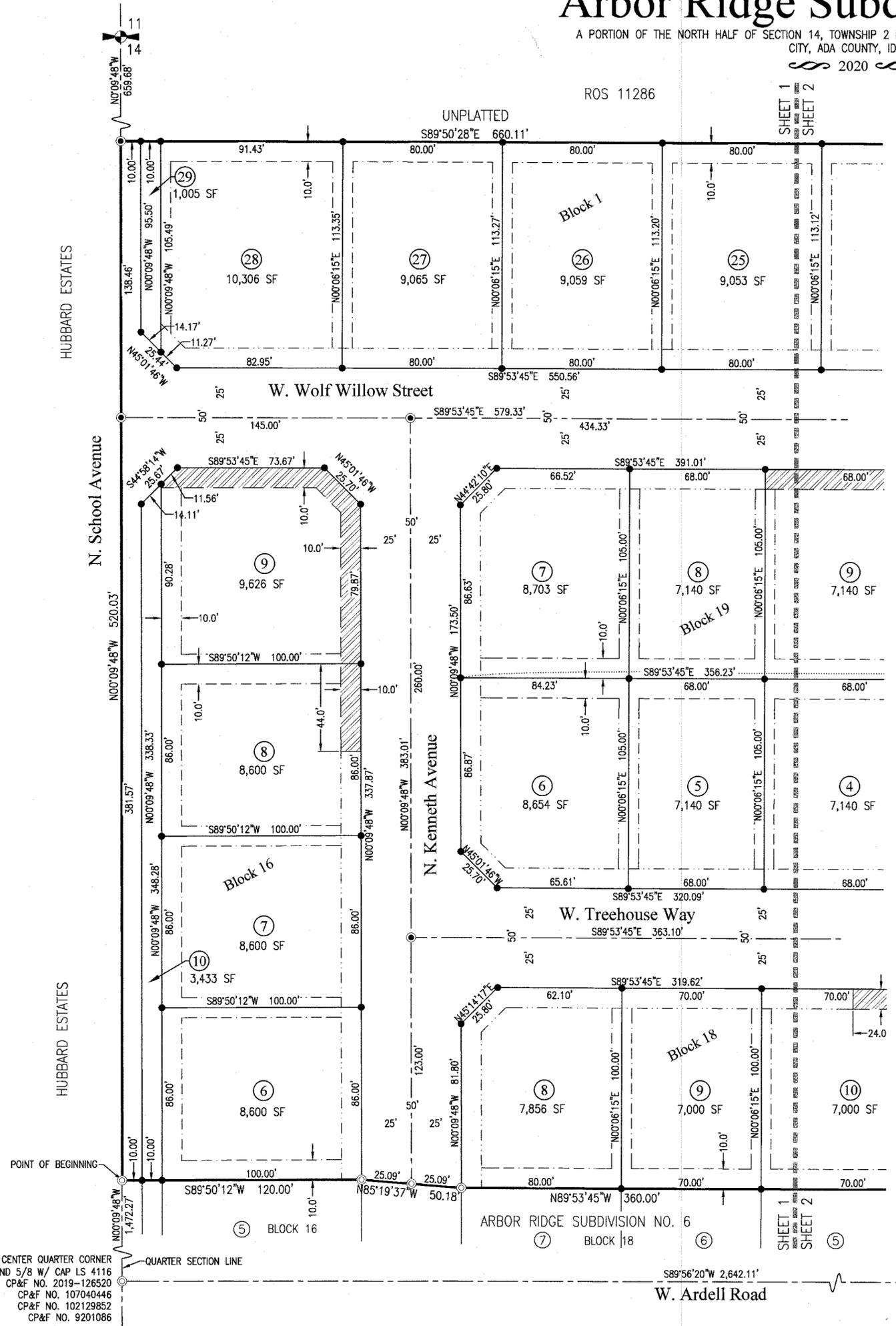
PURPOSE: THE PURPOSE IS TO CREATE A SUBDIVISION WITH 30 BUILDABLE LOTS AND 3 OPEN SPACE LOTS.

BOUNDARY ESTABLISHMENT: THE BOUNDARY WAS ESTABLISHED PER CORRECTION DEED 2015-002642, ADA COUNTY, IDAHO

RECORDS USED: (ALL WITHIN ADA COUNTY, IDAHO)  
WARRANTY DEED 2015-002642  
CP&F'S SECTION 14  
2017-094753 NORTHEAST CORNER  
2019-055195 EAST QUARTER CORNER  
2019-126520 CENTER QUARTER CORNER  
2018-043554 NORTH QUARTER CORNER

SUBDIVISION PLATS  
ARBOR RIDGE SUBDIVISION NO. 1, BOOK 96, PAGES 12069-12074  
ARBOR RIDGE SUBDIVISION NO. 2, BOOK 108, PAGES 15062-15064  
ARBOR RIDGE SUBDIVISION NO. 3, BOOK 111, PAGES 16010-16012  
ARBOR RIDGE SUBDIVISION NO. 4, BOOK 113, PAGES 16604-16607  
ARBOR RIDGE SUBDIVISION NO. 5, BOOK 118, PAGES 18091-18094  
ARBOR RIDGE SUBDIVISION NO. 6, BOOK 118, PAGES 18107-18110  
MINERAL SPRINGS SUBDIVISION NO. 2, BOOK 97, PAGES 12332-12334  
MINERAL SPRINGS SUBDIVISION NO. 3, BOOK 111, PAGES 16008-16009  
GALIANO ESTATES SUBDIVISION, BOOK 99, PAGES 12780-12783  
HUBBARD ESTATES SUBDIVISION, BOOK 79, PAGES 7150-7151

RECORD OF SURVEY NO. 5982  
RECORD OF SURVEY NO. 11286  
INST. NO. \_\_\_\_\_ DEED (ACHD)  
INST. NO. \_\_\_\_\_ DEED (ACHD)  
INST. NO. \_\_\_\_\_ SURFACE WATER ANNEXATION  
INST. NO. \_\_\_\_\_ DEVELOPMENT AGREEMENT



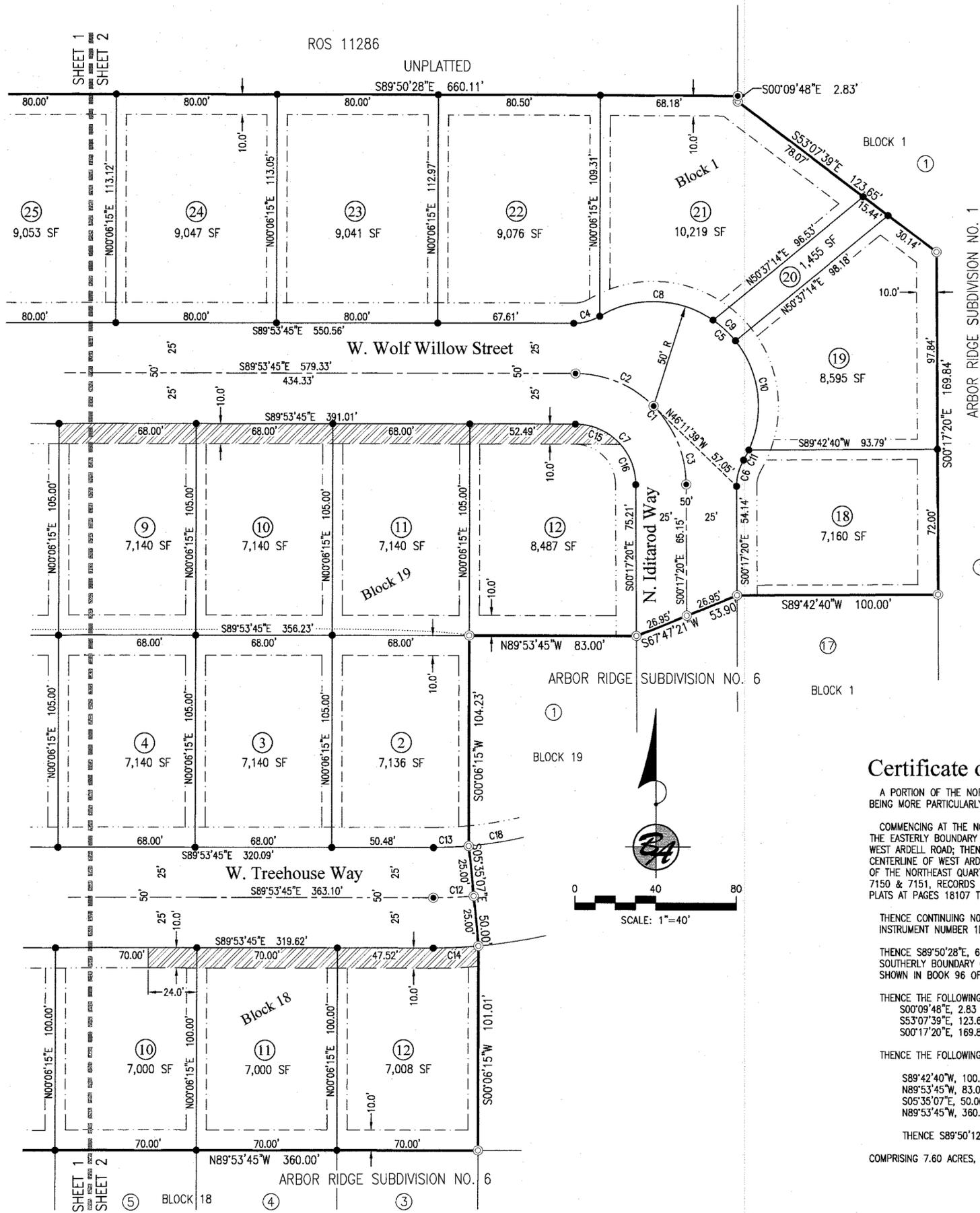
See Sheet 2 For Notes



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(208) 343-3381

# Arbor Ridge Subdivision No. 7



## Notes

- IRRIGATION WATER WILL BE PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION §31-3805(1)(B). ALL LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS THROUGH BOISE-KUNA IRRIGATION DISTRICT, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA.
- ALL REFERENCES TO HOMEOWNERS' ASSOCIATION HEREON ARE TO THE ARBOR RIDGE SUBDIVISION & SILVERDALE SUBDIVISION HOMEOWNERS' ASSOCIATION AND THE OWNERS OF THE LOTS, WITHIN SAID SUBDIVISION, JOINTLY PURSUANT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED AS INSTRUMENT NUMBER 107090857, AS AMENDED AND AS MAY BE AMENDED FROM TIME TO TIME.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION AND MAY REQUIRE AMENDMENT OF THE DEVELOPMENT AGREEMENT.
- BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA AND CONDITIONS OF THE STAFF REPORT FOR ARBOR RIDGE SUBDIVISION.
- LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
- LOTS 20 AND 29, BLOCK 1; AND LOT 10, BLOCK 16 ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION, THE HOMEOWNERS' ASSOCIATION (HOA), IT'S OWNERSHIP, AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT EXPRESS WRITTEN CONSENT FROM THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO THE FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVE(S) MUNICIPAL IRRIGATION. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A LIEN FOR NON-PAYMENT, AS DETERMINED BY THE CITY OF KUNA.
- NO EASEMENT SHOWN OR DESIGNATED HEREON SHALL PRECLUDE THE CONSTRUCTION AND MAINTENANCE OF HARD-SURFACED DRIVEWAYS, LANDSCAPING (EXCEPT TREES), PARKING, OR OTHER SUCH NON-PERMANENT IMPROVEMENTS.
- ALL EASEMENTS ARE PARALLEL (OR CONCENTRIC) TO THE LINES (OR ARCS) THAT THEY ARE DIMENSIONED FROM UNLESS OTHERWISE NOTED.
- PUBLIC UTILITY EASEMENT IS HEREBY RESERVED AS FOLLOWS:
  - 10-FOOT WIDE ALONG PUBLIC RIGHTS-OF-WAYS.
- WATER, SEWER, DRAINAGE, AND IRRIGATION EASEMENTS ARE HEREBY RESERVED FOR THE CITY OF KUNA FOR THE INSTALLATION AND MAINTENANCE OF LINES AS SHOWN HEREON (UNLESS OTHERWISE DIMENSIONED).
  - 10-FOOT WIDE ALONG PUBLIC RIGHTS-OF-WAYS, REAR LOT LINES AND THE EXTERIOR BOUNDARY.
  - 10-FOOT WIDE CENTERED ON INTERIOR LOT LINES.
- MAINTENANCE OF ANY IRRIGATION, DRAINAGE PIPE, OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
- THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION §22-4503, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- PORTIONS OF LOTS 8 AND 9, BLOCK 16; LOTS 10 THROUGH 12, BLOCK 18; AND LOTS 9 THROUGH 12, BLOCK 19, ARE SERVED TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT, RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT NO. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION §40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
- THIS DEVELOPMENT IS SUBJECT TO A LICENSE AGREEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT, INSTRUMENT NO. \_\_\_\_\_
- LOTS 20 AND 29, BLOCK 1; AND LOT 10, BLOCK 16 ARE SUBJECT TO A BLANKET EASEMENT RESERVED FOR THE CITY OF KUNA FOR WATER, SEWER, IRRIGATION AND DRAINAGE PURPOSES.
- THIS DEVELOPMENT IS SUBJECT TO A DEVELOPMENT AGREEMENT, INST. NO. 114016814.

## Certificate of Owner

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER 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 NORTH LINDER ROAD AND ALONG THE EASTERLY BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 14 TO THE EAST QUARTER CORNER OF SAID SECTION 14 AND TO 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 AND ALONG THE CENTERLINE OF WEST ARDELL ROAD TO THE CENTER QUARTER CORNER OF SAID SECTION 14; THENCE N00°09'48"W, 1,472.27 FEET ALONG THE WESTERLY BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 14 TO THE EASTERLY BOUNDARY OF HUBBARD ESTATES SUBDIVISION, AS SHOWN IN BOOK 70 OF PLATS AT PAGES 7150 & 7151, RECORDS OF ADA COUNTY, IDAHO, AND TO THE MOST NORTHWESTERLY CORNER OF ARBOR RIDGE SUBDIVISION NO. 6, AS SHOWN IN BOOK 118 OF PLATS AT PAGES 18107 THROUGH 18110, RECORDS OF ADA COUNTY, IDAHO, WHICH CORNER IS ALSO THE POINT OF BEGINNING:

THENCE CONTINUING N00°09'48"W, 520.03 FEET ALONG THE EASTERLY BOUNDARY OF SAID HUBBARD ESTATES TO THE SOUTHWEST CORNER OF LAND DESCRIBED IN INSTRUMENT NUMBER 103022913, RECORDS OF THE ADA COUNTY, IDAHO;

THENCE S89°50'28"E, 660.11 FEET ALONG A LINE PARALLEL TO THE NORTHERLY BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 14 AND ALONG THE SOUTHERLY BOUNDARY OF LAND DESCRIBED IN SAID INSTRUMENT NUMBER 103022913 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;

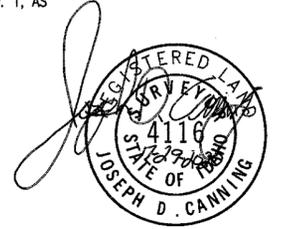
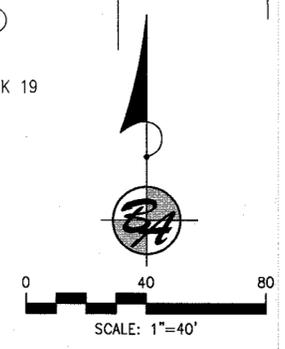
THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE WESTERLY BOUNDARY OF SAID ARBOR RIDGE SUBDIVISION NO. 1:  
 S00°09'48"E, 2.83 FEET;  
 S53°07'39"E, 123.65 FEET;  
 S00°17'20"E, 169.84 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID ARBOR RIDGE SUBDIVISION NO. 6;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE MOST NORTHWESTERLY BOUNDARY OF SAID ARBOR RIDGE SUBDIVISION NO. 6:

S89°42'40"W, 100.00 FEET; S67°47'21"W, 53.90 FEET;  
 N89°53'45"W, 83.00 FEET; S00°06'15"W, 104.23 FEET;  
 S05°35'07"E, 50.00 FEET; S00°06'15"W, 101.01 FEET;  
 N89°53'45"W, 360.00 FEET; N85°19'37"W, 50.18 FEET;

THENCE S89°50'12"W, 120.00 FEET TO THE POINT OF BEGINNING.

COMPRISING 7.60 ACRES, MORE OR LESS.



**B&A Engineers, Inc.**

Consulting Engineers, Surveyors & Planners  
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 (208) 343-3381

See Sheet 3 For Owner's Signature

# Arbor Ridge Subdivision No. 7

## Certificate of Owner (Continued)

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC; THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USED SAID EASEMENTS IS HEREBY RESERVED FOR THE USES SPECIFICALLY DEPICTED ON THE PLAT, AND FOR ANY OTHER PURPOSES DESIGNATED HEREON. THE LOTS WITHIN THIS SUBDIVISION ARE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF KUNA; AND THE CITY OF KUNA HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS WITHIN THIS SUBDIVISION.

IN WITNESS WHEREOF: I HAVE HEREUNTO SET MY HAND ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
COREY D. BARTON, PRESIDENT  
CHALLENGER DEVELOPMENT, INC. DATE

## Acknowledgment

STATE OF IDAHO )  
                          )SS  
COUNTY OF \_\_\_\_\_)

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR OF \_\_\_\_\_, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED COREY D. BARTON, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID PARTNERSHIP NAME.

IN WITNESS WHEREOF: I HAVE SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
RESIDING IN BOISE, IDAHO  
MY COMMISSION EXPIRES \_\_\_\_\_

## Certificate of Surveyor

I, JOSEPH D. CANNING, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF ARBOR RIDGE SUBDIVISION NO. 7, AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND AS SHOWN ON THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND ACCURATELY AND CORRECTLY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMANCE WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

\_\_\_\_\_  
JOSEPH D. CANNING, P.L.S. NO. 4116



## Approval of Central District Health

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.

\_\_\_\_\_  
CENTRAL DISTRICT HEALTH, EHS DATE

## Approval of Ada County Highway District

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
COMMISSION PRESIDENT  
ADA COUNTY HIGHWAY DISTRICT

## Approval of City Engineer

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

\_\_\_\_\_  
KUNA CITY ENGINEER P.E. 8722

## Approval of City Council

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

\_\_\_\_\_  
KUNA CITY CLERK

## Certificate of County Surveyor

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

\_\_\_\_\_  
ADA COUNTY SURVEYOR DATE

## Certificate of County Treasurer

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

\_\_\_\_\_  
ADA COUNTY TREASURER DATE

## Certificate of County Recorder

STATE OF IDAHO )  
                          )SS INSTRUMENT NO. \_\_\_\_\_  
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF \_\_\_\_\_

AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK \_\_M., THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_,

IN MY OFFICE, AND WAS RECORDED IN BOOK \_\_\_\_\_ OF PLATS AT PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_.

FEE: \_\_\_\_\_

EX-OFFICIO RECORDER: PHIL MCGRANE  
DEPUTY: \_\_\_\_\_



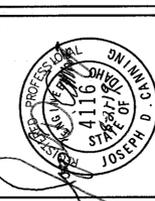
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Consulting Engineers, Surveyors & Planners  
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# Arbor Ridge Subdivision No. 7

## Street, Water, Pressurized Irrigation, & Sanitary Sewer Construction Plans

**B&A Engineers, Inc.**  
Consulting Engineers, Surveyors & Planners  
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(208) 343-3381

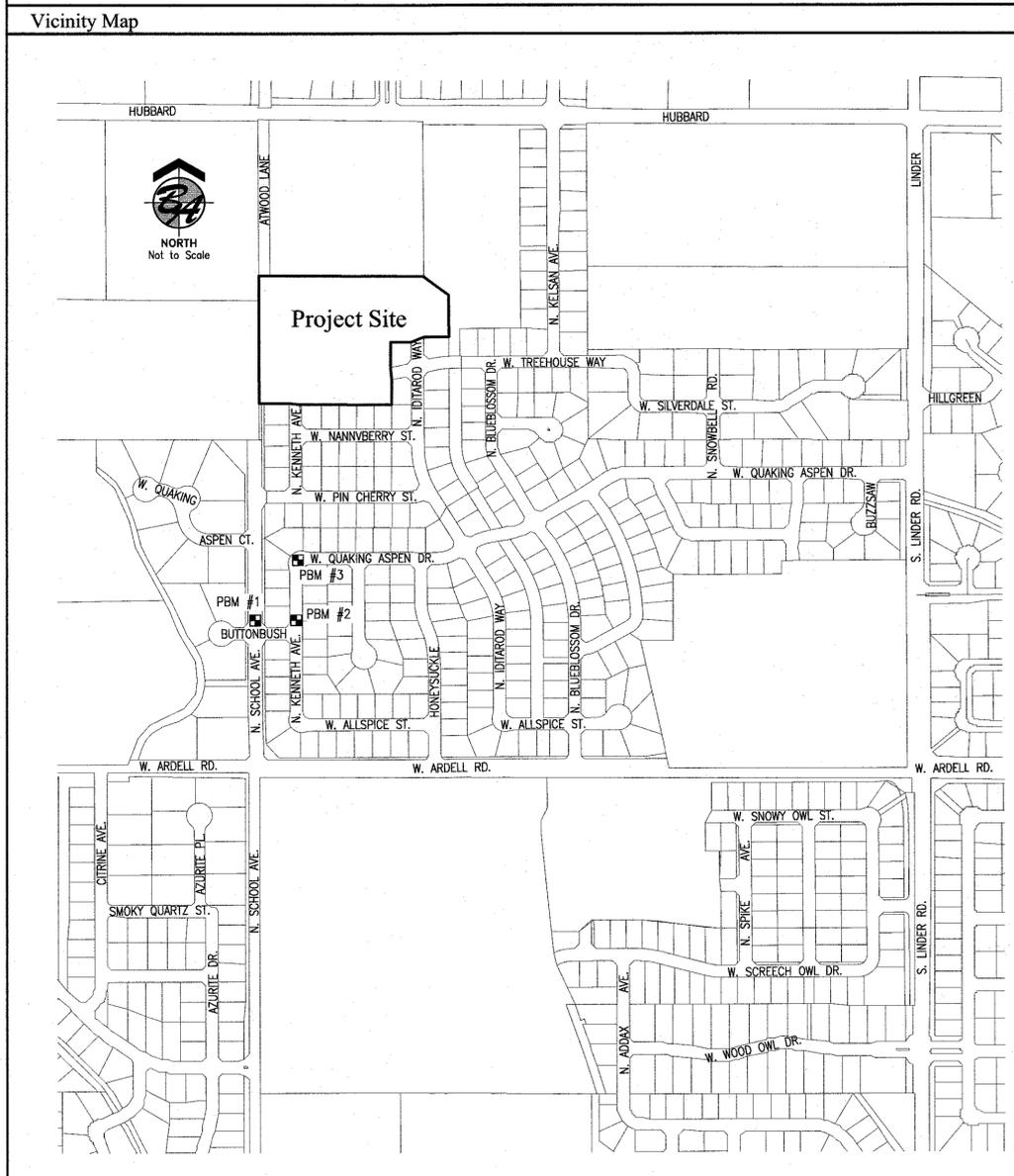


**Title Sheet and Index**  
Arbor Ridge Subdivision No. 7  
A PORTION OF THE NORTH HALF OF SECTION 14,  
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
KUNA CITY, ADA COUNTY, IDAHO.

REV.	DESC.	DATE	BY
A	ACHD COMMENTS DATED JULY 10, 2019	8/5/19	NPL
B	CITY OF KUNA COMMENTS DATED JULY 15, 2019	8/5/19	NPL
C	ACHD COMMENTS DATED AUGUST 19, 2019	8/20/19	NPL
D	CITY OF KUNA COMMENTS DATED AUGUST 19, 2019	8/21/19	NPL

SCALE:	AS SHOWN
DATE:	FEBRUARY 1, 2019
DRAWN BY:	K.M. KETELLE
CHECKED BY:	J.D. CANNING
PROJECT NO.:	1521
DRAWING FILE NAME:	Arbor Ridge 7 Corset Plans.dwg

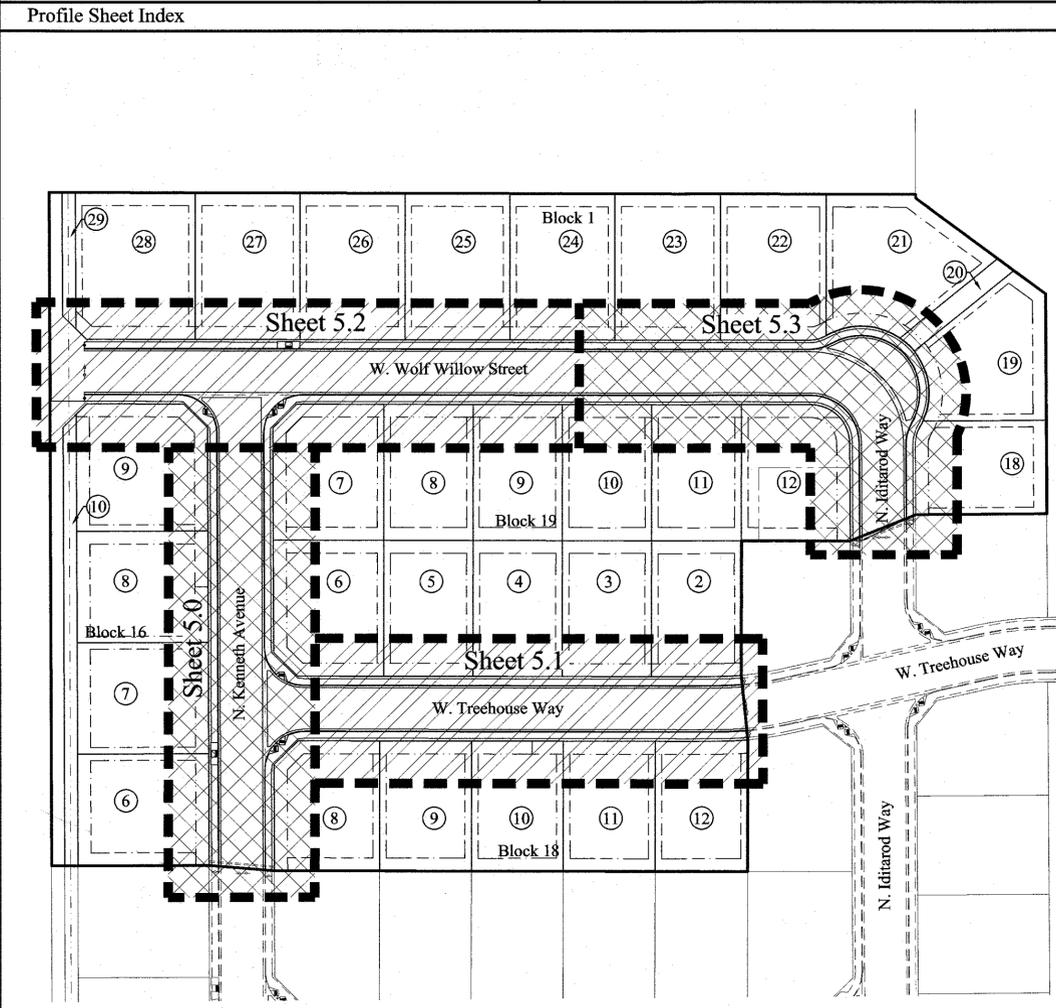
RECEIVED  
AUG 23 2019  
ACHD BEV svp



Benchmark Information (NAVD 88 DATUM)	
PBM #1	FOUND 5/8" PIN AT THE CENTERLINE INTERSECTION OF N. SCHOOL AVE. AND W. BUTTONBUSH ST. ELEVATION = 2686.58
PBM #2	FOUND 5/8" PIN AT THE CENTERLINE INTERSECTION OF W. BUTTONBUSH ST. AND N. KENNETH AVE. ELEVATION = 2694.87
PBM #3	FOUND 5/8" PIN AT SOUTHERLY PC OF THE CENTERLINE CURVE AT THE INTERSECTION OF N. KENNETH AVE. AND W. QUAKING ASPEN ST. ELEVATION = 2683.37

Sheet Index	
1	TITLE SHEET AND INDEX
1.1	CONSTRUCTION NOTES
2	FINAL PLAT
2.1	FINAL PLAT
3	SITE COMPOSITE PLAN
3.1	COMPOSITE SANITARY SEWER PLAN
3.2	COMPOSITE POTABLE WATER AND STREET LIGHT PLAN
3.3	COMPOSITE PRESSURE IRRIGATION PLAN
4	STORM DRAINAGE DETAILS - BASINS A & B
4.1	STORM DRAINAGE DETAILS - BASINS C & D
5	PLAN PROFILE - N. KENNETH AVENUE
5.1	PLAN PROFILE - W. TREEHOUSE WAY
5.2	PLAN PROFILE - W. WOLF WILLOW STREET
5.3	PLAN PROFILE - W. WOLF WILLOW STREET
6	CONSTRUCTION DETAILS
6.1	CONSTRUCTION DETAILS
6.2	CONSTRUCTION DETAILS
L1	LANDSCAPE PLAN
L2	LANDSCAPE PLAN
L3	LANDSCAPE PLAN

Legend	
	PROJECT / PROPERTY BOUNDARY
	LOT LINE
	STREET CENTERLINE
	ADJOINING PROPERTY LINE
	10' WIDE PRESSURE IRRIGATION EASEMENT
	ACHD STORM DRAINAGE EASEMENT
	EXISTING EDGE OF PAVEMENT
	ASPHALT SAW-CUT LINE
	EXISTING CURB AND GUTTER
	CONSTRUCT 3" ROLLED CURB & GUTTER
	EXISTING SANITARY SEWER MAIN LINE
	EXISTING SANITARY SEWER MANHOLE
	EXISTING 4" SEWER SERVICE
	INSTALL SANITARY SEWER MANHOLE
	CONSTRUCT SANITARY SEWER MAIN LINE, SIZE NOTED
	CONSTRUCT 4" SEWER SERVICE PER ISPW SD-511
	EXISTING WATER MAIN LINE
	CONSTRUCT 8" C-900 PVC WATER MAIN LINE
	CONSTRUCT 1" DOUBLE WATER SERVICE
	EXISTING WATER VALVE
	EXISTING FIRE HYDRANT
	INSTALL GATE VALVE, SAME SIZE AS MAIN LINE
	INSTALL FIRE HYDRANT
	EXISTING PRESSURE IRRIGATION LINE, SIZES NOTED ON SHEET 3.3
	EXISTING PRESSURE IRRIGATION VALVE
	EXISTING 1" PRESSURE IRRIGATION SERVICE
	CONSTRUCT PRESSURE IRRIGATION LINE, SIZES NOTED ON SHEET 3.3
	INSTALL 1" PRESSURE IRRIGATION SERVICE
	INSTALL PRESSURE IRRIGATION AIR RELEASE VALVE PER CITY OF KUNA STD. DWG. K-905. SEE DETAIL 5, SHEET 6.2
	INSTALL INLET CATCH BASIN TYPE 4
	INSTALL STANDARD CONCRETE CATCH MANHOLE PER I.S.P.W.C. SD-611 WITH MANHOLE FRAME AND COVER PER I.S.P.W.C. SD-616 AND SD-617 PER DETAIL 4, SHEET 6.2
	INSTALL GROUND WATER OBSERVATION WELL (MONITORING WELL) PER DETAIL 4, SHEET 6.2
	INSTALL TYPE II TERMINUS BARRICADE
	INSTALL TYPE III TERMINUS BARRICADE
	KEYNOTE REFERENCE
	INSTALL LED STREET LIGHT
	EXISTING STREET LIGHT
	EXISTING UTILITY POLE
70.00 TRC	FINISH GRADE ELEVATION @ TOP BACK OF ROLLED CURB
70.00 TVC	FINISH GRADE ELEVATION @ TOP BACK OF VERTICAL CURB
70.00 LOG	FINISH GRADE ELEVATION @ LIP OF GUTTER
70.00 EOP	FINISH GRADE ELEVATION @ EDGE OF PAVEMENT
70.00 ETRC	EXISTING ELEVATION @ TOP BACK OF EXISTING ROLLED CURB
70.00 ELOG	EXISTING ELEVATION @ LIP OF EXISTING GUTTER
70.00 EP	EXISTING GRADE ELEVATION @ EXISTING EDGE OF PAVEMENT
70.00 FL	FINISH GRADE ELEVATION @ FLOW LINE
2.00%	GRADE AND DIRECTION
G.C.	GRADE CHANGE
G.B.	GRADE BREAK
①	LOT NUMBER



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**Erosion Control - Storm Water Pollution Prevention Note**  
1. PRIOR TO CONSTRUCTION CONTRACTOR(S) SHALL BE RESPONSIBLE TO VERIFY THAT A NOTICE OF INTENT TO CONSTRUCT (NOI) HAS BEEN FILED AND ACCEPTED BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA). THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR COMPLYING WITH THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP).

**Construction Staking Note**  
1. THE CONTRACTOR SHALL VERIFY CONSTRUCTION STAKES WITH THE CONSTRUCTION PLANS AND THE PROJECT BENCHMARK PRIOR TO CONSTRUCTING THE IMPROVEMENTS REFERENCED BY THESE CONSTRUCTION PLANS. IF A DISCREPANCY IS OBSERVED BETWEEN CONSTRUCTION STAKING AND THE CONSTRUCTION PLANS THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER FOR CLARIFICATION PRIOR TO THE START OF PLACEMENT OF THE IMPROVEMENT.



**Plans Are Accepted For Public Street Construction**  
By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.  
BY *Michael Ables* DATE: 9-11-19  
ADA COUNTY HIGHWAY DISTRICT

**City of Kuna General Notes**

- ALL WORK (INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF PRESSURIZED IRRIGATION, SEWER, WATER, STREETS, CURB GUTTER SIDEWALK, AND STREETLIGHTS) SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KUNA STANDARD CONSTRUCTION SPECIFICATIONS, ADA COUNTY HIGHWAY DISTRICT SPECIFICATIONS, IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, IDAHO STATE PLUMBING CODE, IDAHO STATE ELECTRICAL CODE, FEDERAL AND STATE LAWS.
- CONTRACTOR SHALL REQUEST CITY OF KUNA INSPECTION OF PRESSURIZED IRRIGATION, SEWER, WATER LINES AND APPURTENANCES AT LEAST TWENTY-FOUR (24) HOURS BEFORE BACKFILLING.
- CONTRACTOR SHALL NOTIFY OWNER'S ENGINEER AND THE CITY OF KUNA FORTY-EIGHT (48) HOURS BEFORE INITIAL CONSTRUCTION BEGINS.
- CONTRACTOR SHALL NOTIFY THE CITY OF KUNA WHEN SHUTTING DOWN A JOB FOR ANY REASON AND PROVIDE 48 HOURS NOTICE BEFORE RESTARTING WORK.
- CONTRACTOR SHALL STAMP PI, S, OR W IN THE SIDEWALK OR CURB WHERE PRESSURIZED IRRIGATION, SEWER, OR WATER CROSS UNDER THE SIDEWALK OR CURB. WATER (W) STAMP SHALL BE IN LINE WITH THE WATER METER BOX.
- ALL PIPE (PRESSURIZED IRRIGATION, SEWER & WATER) MAINS AND SERVICES, SHALL BE BEDDED WITH TYPE I OR TYPE III BEDDING, IN AREAS OF ROCK EXCAVATION, BEDDING BELOW THE BOTTOM OF PIPE SHALL BE SIX (6) INCHES THICK.
- CONTRACTOR(S) SHALL REMOVE ALL OBSTRUCTIONS, ABOVE AND BELOW GROUND, AS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THIS SHALL INCLUDE CLEARING THE GROUND SURFACE OF ALL TREES, STUMPS, BRUSH, UNDERGROWTH, HEDGES, HEAVY GROWTH OF GRASS OR WEEDS, FENCE STRUCTURES, DEBRIS, RUBBISH AND MATERIALS WHICH, IN THE OPINION OF THE ENGINEER, ARE UNSUITABLE FOR THE FOUNDATION OF PAVEMENTS.
- ALL MATERIAL(S) NOT SUITABLE FOR FUTURE USE ON SITE SHALL BE DISPOSED OF OFF SITE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS.
- SURVEY CONTROL POINTS WHICH ARE CRITICAL TO THE CONSTRUCTION OF THE PROJECT ARE TO BE LOCATED WITHIN THE WORK LIMITS. THE CONTRACTOR SHALL PROTECT SURVEY CONTROL POINTS.
- SURVEY CONTROL MONUMENTS SHALL BE PRESERVED, SET, AND/OR RESTORED IN ACCORDANCE WITH IDAHO CODE 50-1303.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL REPLACEMENT DRAINAGE FACILITIES ARE IN PLACE, FUNCTIONING, AND ACCEPTED BY ACHD OR CITY.
- ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, TRENCH SHORING, SAFETY DEVICES AND TRAFFIC CONTROL WITHIN AND AROUND THE CONSTRUCTION AREA.
- EXISTING A.C. PAVEMENT SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE PARALLEL OR PERPENDICULAR TO THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION BEFORE PAVING.
- ALL MATERIALS MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE. ALL MATERIALS AND EQUIPMENT SHALL BE NEW.
- ALL CONTRACTORS WORKING WITHIN THE PUBLIC ROAD RIGHT-OF-WAY SHALL SECURE A RIGHT-OF-WAY PERMIT FROM ACHD AT LEAST 24 HOURS BEFORE ANY CONSTRUCTION.
- ALL COSTS OF RETESTING FAILED TESTS SHALL BE BORNE BY THE CONTRACTOR.
- ALL COSTS FOR CORRECTING DEFICIENT WORK SHALL BE BORNE BY THE CONTRACTOR. FAILURE TO CORRECT DEFECTIVE WORK WILL BE CAUSE FOR A STOP WORK ORDER.
- THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CURBS, GUTTERS, STORM DRAINS, CHANNEL CROSSINGS AND SEWER ELEVATIONS OR INVERTS BEFORE BEGINNING CONSTRUCTION AND SHALL NOTIFY THE OWNER'S ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PROJECT DRAWINGS.
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND DEPTH OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- EACH CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING REQUIRED NPDES PERMITS, SUBMITTING NOTICE OF INTENT (NOI) TO DISCHARGE STORM WATER, AND PREPARING A POLLUTION PREVENTION PLAN (PPP) IN ACCORDANCE WITH ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS. CONTACT THE EPA AT (208) 378-5746 FOR REQUIRED INFORMATION. STORM WATER PERMIT SHALL BE PRESENTED TO THE ENGINEER AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION.
- ALL UTILITIES, INCLUDING SERVICE LINES, WITHIN STREET TRAVEL WAYS SHALL BE IN PLACE, TESTED AND FULLY FUNCTIONAL PRIOR TO CURB, GUTTER, SIDEWALK AND STREET CONSTRUCTION.
- PAVEMENT AND CONCRETE REMOVED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED WITHIN SEVEN (7) CALENDAR DAYS FROM THE TIME THE PAVEMENT AND/OR CONCRETE IS REMOVED PER ISPCW AND ACHD STANDARDS.
- PAVING SHALL NOT PROCEED UNTIL THE CONTRACTOR OBTAINS WRITTEN APPROVAL OF ALL INSTALLED WATER, SEWER, AND PRESSURE IRRIGATION FACILITIES FROM THE CITY OF KUNA.
- ALL ROCK BLASTING SHALL OCCUR BEFORE INSTALLING SEWER MAINS, WATER MAINS, PRESSURE IRRIGATION MAINS OR SERVICE LINE CROSSINGS. BLASTING IN THE PROXIMITY OF EXISTING UTILITIES MAY BE PERFORMED AS LONG AS THE HORIZONTAL DISTANCE FROM THE EXISTING UTILITY IS EQUAL TO OR GREATER THAN THE EXCAVATION DEPTH FROM THE EXISTING UTILITY OR FIFTEEN (15) FEET, WHICHEVER IS GREATER. THE BLASTING CONTRACTOR SHALL BE RESPONSIBLE FOR ANY/ALL DAMAGE TO ANY/ALL EXISTING UTILITIES.
- THE DEVELOPER SHALL RETAIN AN IDAHO REGISTERED PROFESSIONAL ENGINEER TO PERFORM INSPECTION SERVICES DURING CONSTRUCTION. THE ENGINEER SHALL PROVIDE A WRITTEN CERTIFICATION LETTER TO THE CITY OF KUNA THAT THE PROJECT WAS COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS. COPIES OF ALL AIR TESTS, DEFLECTION TESTS, PRESSURE TESTS, AND BACTERIOLOGICAL TEST RESULTS SHALL BE FURNISHED WITH THE CERTIFICATION LETTER.
- THE CITY OF KUNA WILL PROVIDE PERIODIC INSPECTION AND OBSERVE TESTING FOR AN EIGHT (8) HOUR DAY, FROM 8:00 A.M. TO 5:00 P.M., FOR A FORTY (40) HOUR WORK WEEK. CONTRACTOR SHALL REIMBURSE THE CITY AT RATES ESTABLISHED BY THE CITY FOR INSPECTIONS EXCEEDING THE NORMAL WORK WEEK, INCLUDING LEGAL HOLIDAYS. OVERTIME INSPECTION RATES AND A LIST OF LEGAL HOLIDAYS AND A REQUEST FOR INSPECTION OUTSIDE STANDARD CITY BUSINESS HOURS FORM CAN BE OBTAINED FROM THE CITY PUBLIC WORKS DEPARTMENT.
- WHEN CONSTRUCTION IS SATISFACTORILY COMPLETED, CLEANED AND TESTED AND AFTER ALL OTHER UTILITIES ARE INSTALLED THE DEVELOPER SHALL REQUEST A CITY OF KUNA FINAL ACCEPTANCE INSPECTION. AT A MINIMUM, THE FINAL ACCEPTANCE INSPECTION SHALL INCLUDE:
  - CLEAN ALL SEWER MAINLINES
  - DEFLECTION TEST SEWER MAINLINE
  - VISUALLY INSPECT EACH MANHOLE
  - WITNESS SEWER MAINLINE AIR PRESSURE TEST
  - WITNESS WATER MAINLINE PRESSURE TEST
  - WITNESS PRESSURE IRRIGATION PRESSURE TEST
  - CLEAN AND TELEVIEW ALL SEWER MAIN LINES
  - VISUAL INSPECTION OF THE SEWER MAINS
  - PROVIDE A DVD OF ALL SEWER MAIN VISUAL INSPECTION
  - ALL TESTING SHALL BE PROVIDED AND PAID FOR BY THE DEVELOPER

- CITY HAS THE RIGHT TO INSPECT THE WORK AT ANY TIME DURING CONSTRUCTION. ANY WORK NOT CONFORMING TO THE APPROVED PLANS AND SPECIFICATIONS SHALL BE REJECTED.
- THE DEVELOPER SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FOLLOWING ACCEPTANCE BY THE CITY. THIS GUARANTEE SHALL COVER ALL DAMAGE, MATERIALS, LABOR, AND WORKMANSHIP.
- DEVELOPER SHALL NOTIFY ALL PURCHASERS OF LOTS, AND THEIR CONTRACTORS, THAT CITY UTILITY SYSTEMS HAVE BEEN ACCEPTED BY THE CITY. ANY DAMAGE TO THESE SYSTEMS DURING HOME CONSTRUCTION SHALL BE BILLED DIRECTLY TO THE OWNER OF RECORD WHEN THE DAMAGE IS FOUND.
- THE DEVELOPER SHALL PROVIDE RECORD DRAWINGS: ONE (1) SET OF ELECTRONIC DRAWINGS ON CD IN PDF FORMAT, AND TWO (2) 24" X 36" SETS ON WHITE PAPER BEFORE FINAL PLAT OR WITHIN 30 DAYS OF FINAL ACCEPTANCE.

**Water Construction Notes**

- CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER SERVICE TO ALL EXISTING WATER USERS AFFECTED BY CONSTRUCTION.
- CONTRACTOR SHALL PREVENT THE ENTRY OF ANIMALS, DIRT AND OTHER FOREIGN MATTER INTO PIPES AND SHALL NOT LEAVE ANY OPEN PIPE END AT ANY TIME WHEN ABSENT FROM THE WORK SITE.
- ALL WATER MAIN LINE PIPE SHALL BE PVC CONFORMING TO AWWA C-900 DR 18 (235 PSI) OR CLASS 152 CEMENT MORTAR LINED DUCTILE IRON CONFORMING TO AWWA C-152. ALL FITTINGS SHALL BE DUCTILE IRON CONFORMING TO AWWA C-110.
- ALL WATER MAIN LINE PIPE, AND SERVICES SHALL BE BEDDED WITH TYPE I OR TYPE III BEDDING. IN AREAS OF ROCK EXCAVATION, BEDDING SHALL BE SIX (6) INCHES BELOW THE BOTTOM OF PIPE.
- MINIMUM DEPTH FOR ALL WATER MAIN PIPE SHALL BE FOUR (4) FEET FROM FINISHED GRADE TO TOP OF PIPE.
- COMPACT TRENCH BACKFILL TO 95% OF ASTM D 698 (MINIMUM).
- TAPE NO. 12 DIRECT BURIAL TRACER WIRE TO THE CROWN OF WATER MAIN PIPE AND SERVICE LINES. LOOP THE TRACER WIRE FROM THE MAIN LINE TO EACH SERVICE VAULT ALONG THE SERVICE PIPE AND BACK TO THE MAIN LINE. THE TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES AND SHALL BE EXTENDED ALONG THE OUTSIDE OF THE LOWER PORTION AND ALONG THE INSIDE OF THE UPPER PORTION OF THE VALVE BOX. WIRE SHALL BE TAPED TO GATE VALVES SO IT IS ACCESSIBLE FROM ABOVE WITHOUT INTERFERING WITH VALVE OPERATION. CONDUCT AN ELECTRICAL CONTINUITY VERIFICATION TEST BEFORE PAVING.
- ALL MAIN LINE WATER VALVES SHALL BE RESILIENT WEDGE GATE VALVES CONFORMING TO ANS/AWWA C-509. ACCEPTABLE VALVES ARE MUELLER MODEL A-2360 AND A-2361 OR CLOW MODEL 2639 AND 2640. OTHER WATER VALVES MUST BE APPROVED BY THE CITY ENGINEER.
- FURNISH ALL WATER VALVES WITH A STANDARD CAST IRON 5-1/4 INCH DIAMETER 3-PIECE ADJUSTABLE VALVE BOX. THE CAST IRON COVER SHALL BE DESIGNED TO SLIP INSIDE THE TOP BELL, MARKED WITH THE WORD "WATER" AS AN INTEGRAL PART OF THE COVER. A CONCRETE COLLAR SHALL BE REQUIRED WHEN LOCATED IN PAVEMENT.
- ALL TEES, FLUOS, BENDS, AND OTHER LOCATIONS WHERE UNBALANCED FORCES EXIST, SHALL BE SECURED AND ANCHORED BY SUITABLE THRUST BLOCKING AS SHOWN ON ISPCW SD-403.
- SLEEVE WATER SERVICE LINES IN A FOUR (4) INCH DIAMETER SCHEDULE 80 WATER CLASS PIPE WHEREVER THE SERVICE LINE CROSSES A STREET DRAINAGE SEEPAGE BED.
- OPEN EACH METER SETTER AND VERIFY THAT THE CORPORATION STOP IS OPEN AND THE SERVICE IS OPERABLE BEFORE PAVING.
- OPERATE EACH VALVE AND FIRE HYDRANT TO ENSURE PROPER FUNCTION BEFORE PAVING. A CITY OF KUNA REPRESENTATIVE SHALL OBSERVE THE TESTING.
- LEAK-TEST, FLUSH AND DISINFECT ALL WATER MAIN LINES AFTER INSTALLATION OF ALL UTILITIES, BEFORE CONNECTING TO THE WATER DISTRIBUTION SYSTEM, AND BEFORE PAVING. PRESSURE TEST THE DISTRIBUTION SYSTEM PER ISPCW SECTION 401.
- THE CONTRACTOR MAY PRESSURE TEST ALL WATER LINES AFTER DISINFECTION AND FLUSHING BUT BEFORE INSTALLATION OF OTHER UTILITIES. AFTER ALL UTILITIES ARE INSTALLED AND PRIOR TO PAVING THE CONTRACTOR SHALL PERFORM A FINAL PRESSURE TEST WITH CITY PERSONNEL IN ATTENDANCE. THE CONTRACTOR SHALL FURNISH ALL PERSONNEL AND EQUIPMENT NECESSARY TO CONDUCT THE TEST.
- DISINFECT AND FLUSH WATER MAINLINES ACCORDING TO ISPCW DIVISION 400. THE DISINFECTION AND FINAL FLUSHING SHALL BE TESTED TO DETERMINE IF THE APPROPRIATE MINIMUM CHLORINE RESIDUALS HAVE BEEN MET.
- SAMPLE AND TEST ALL WATER LINES FOR BACTERIAL COLIFORMS. ALL WATER LINES SHALL PASS THE REQUIRED BACTERIOLOGICAL TEST BEFORE BEING PUT INTO SERVICE.
- CONTRACTOR SHALL PROVIDE BACTERIAL TEST REPORTS FROM A CERTIFIED LABORATORY SHOWING THAT THE WATER LINES HAVE PASSED BACTERIA SAFETY REQUIREMENTS. A CITY OF KUNA REPRESENTATIVE SHALL OBSERVE THE SAMPLE EVENT.
- LOCATE VALVES, FLANGED OR M.J., IN THE STREET UNLESS EXPLICITLY APPROVED BY THE CITY ENGINEER. SET ALL GATE VALVES AS CLOSE (FLANGE CONNECTED) AS POSSIBLE TO WATER MAIN LINE FITTINGS.
- CONTRACTOR SHALL FIELD VERIFY ALL VALVE BOX LID ELEVATIONS TO ENSURE THAT LID ELEVATIONS MATCH FINAL STREET GRADE, AND ALL METER LID ELEVATIONS MATCH SIDEWALK ELEVATIONS.
- LOCATE ALL WATER METERS AND FIRE HYDRANTS OUT OF THE ROAD RIGHT-OF-WAY. PROVIDE AT LEAST ONE (1) FOOT SEPARATION BETWEEN BACK OF SIDEWALK (OR CURB IF NO SIDEWALK) AND THE LEADING EDGE OF ANY FIRE HYDRANT.
- THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING SERVICE CONNECTIONS WITH AN 8 FOOT 2" X 4" BOARD OR METAL T POST PAINTED BLUE.
- PAVING CONTRACTOR SHALL SET WATER VALVE RISERS IN CONCRETE COLLARS PER ISPCW STANDARD DRAWING SD-406.
- ALL FIRE HYDRANTS SHALL BE DRY BARREL CONFORMING TO AWWA C-502, INSTALLED PER ISPCW SECTION 403 AND ISPCW DWG SD-404. FIRE HYDRANTS SHALL HAVE A FIVE (5) FOOT SETTING MINIMUM, 150 PSI WORKING PRESSURE. ONE 4-1/2 INCH DIAMETER NATIONAL STANDARD PUMPER NOZZLE EQUIPPED WITH STORZ FITTING, AND TWO 2-1/2 INCH DIAMETER NATIONAL STANDARD THREADED FIRE HOSE NOZZLES. THE VALVE OPERATOR SHALL OPEN COUNTER CLOCKWISE. THE HYDRANT SHALL BE EQUIPPED WITH A DRAIN THAT OPENS WHEN THE HYDRANT IS CLOSED, AND A SIX (6) INCH FLANGED BY MECHANICAL JOINT RESILIENT WEDGE GATE VALVE ATTACHED DIRECTLY TO THE WATER MAIN LINE TEE. ALPHA RESTRAINT ALLOWED.
- FIRE HYDRANTS SHALL BE CLOW MEDALLION, WATEROUS PACER 100, OR MUELLER A423. NO OTHERS WILL BE ACCEPTED. MAXIMUM HYDRANT SPACING SHALL BE 500 FEET. HYDRANT LOCATIONS SHALL BE APPROVED IN WRITING BY THE KUNA RURAL FIRE DEPARTMENT AND SUBMITTED WITH THE CONSTRUCTION PLANS FOR FINAL REVIEW AND APPROVAL BY THE CITY ENGINEER.
- INSTALL INDIVIDUAL ONE (1)-INCH WATER SERVICES FOR EACH CONNECTION FROM A SINGLE OR DUAL METER VAULT. EXTEND THE ONE (1)-INCH WATER SERVICE FOR EACH CONNECTION AT LEAST 10- FEET ON THE HOUSE SIDE OF THE METER, OR AS REQUIRED TO EXTEND PAST OTHER UTILITIES LOCATED WITHIN THE 10-FOOT UTILITY EASEMENT. DETAILS SHALL BE AS NOTED IN ISPCW DWG SD-401.
- THE CITY OF KUNA SHALL FURNISH AND INSTALL WATER METERS.
- CONTRACTOR SHALL PROVIDE EACH WATER SERVICE LEG WITH 18-INCH TALL 3/4-INCH COPPER METER SETTER, CURB STOP, LOCKABLE SHUTOFF VALVE AND CHECK VALVE, 20-INCH DIAMETER BY 36-INCH TALL INSULATED METER BOX AS MANUFACTURED BY "MID-STATES PLASTICS, INC." WITH 20" X 14" FOAM INSULATION PADS AND A CAST IRON FRAME AND COVER TAPPED WITH A 1-INCH DIAMETER RECESSED HOLE FOR THE CITY AUTOREAD METER SENSOR AS APPROVED BY THE CITY.
- METER BOXES SHALL BE LOCATED ON THE NORTH OR EAST SIDE OF THE PROPERTY, OR IN CASE OF DUAL WATER SERVICE, ON THE NORTH OR EAST SIDE OF THE COMMON PROPERTY LOT LINE.
- THE CENTERLINE OF THE METER SETTER SHALL BE LOCATED 18-INCHES BELOW FINISH GRADE. METERS SHALL BE PLACED 18-INCHES INSIDE THE PROPERTY LINE AND 18-INCHES AWAY FROM THE SIDE LOT LINE.
- MULTIPLE TAPS IN THE SAME PIPE JOINT SHALL BE STAGGERED AND SHALL BE SEPARATED BY A MINIMUM OF ONE AND A HALF (1 1/2) FEET OR AS LISTED IN THE PIPE MANUFACTURERS RECOMMENDATIONS, WHICHEVER IS GREATER

**Ada County Highway District General Notes**

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE I.S.P.W.C. AND ACHD SUPPLEMENTAL SPECIFICATIONS. NO EXCEPTIONS TO DISTRICT POLICY STANDARDS AND THE I.S.P.W.C. WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE DISTRICT.
- THE CONTRACTOR SHALL MAINTAIN ALL EXISTING FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL IMPROVEMENTS ARE IN PLACE AND FUNCTIONING.
- ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES, AND CONTROL OF TRAFFIC WITHIN AND AROUND THE CONSTRUCTION AREA.
- ALL MATERIAL FURNISHED ON OR FOR THE PROJECT MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES AND THE JURISDICTIONAL BODY OR AS SET FORTH THEREIN WHICHEVER IS MORE RESTRICTIVE.
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- WORK SUBJECT TO APPROVAL BY ANY POLITICAL SUBDIVISION OR AGENCY MUST BE APPROVED PRIOR TO: (A) BACKFILLING TRENCHES FOR PIPE; (B) PLACING OF AGGREGATE BASES; (C) PLACING OF CONCRETE; (D) PLACING OF ASPHALT PAVING. WORK DONE WITHOUT SUCH APPROVAL SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER.
- ALL CONTRACTORS WORKING WITHIN THE PUBLIC ROAD RIGHT-OF-WAY ARE REQUIRED TO SECURE A RIGHT-OF-WAY CONSTRUCTION PERMIT FROM A.C.H.D. AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO ANY CONSTRUCTION.
- STREET CONSTRUCTION INSPECTION WITHIN PUBLIC RIGHT-OF-WAYS SHALL BE PERFORMED BY THE ADA COUNTY HIGHWAY DISTRICT. CONTACT ACHD INSPECTION SERVICES AT 387-6284 A MINIMUM OF 24-HOURS PRIOR TO REQUESTING AN INSPECTION.
- ALL STREET WIDENING CUTS SHOWN HEREON SHALL CONFORM TO THE I.S.P.W.C. SD-301 AND ACHD SUPPLEMENTAL DRAWINGS SD-303 & SD-806.
- IF ANY UTILITY OR IRRIGATION FACILITY INTERFERES WITH REQUIRED STREET IMPROVEMENTS ALL SUCH UTILITIES OR IRRIGATION FACILITIES WILL BE RELOCATED AS TO NOT INTERFERE WITH REQUIRED STREET IMPROVEMENTS AT THE OWNERS EXPENSE. ALL IRRIGATION FACILITY IMPROVEMENTS SHALL BE APPROVED BY SOUTH BOISE MUTUAL IRRIGATION COMPANY.
- THE ENGINEER OF RECORD CERTIFIES THAT THE PLANS ARE PREPARED IN SUBSTANTIAL CONFORMANCE WITH THE ACHD POLICY AND STANDARDS IN EFFECT AT THE TIME OF PREPARATION. THE ENGINEER ACKNOWLEDGES THAT ACHD ASSUMES NO LIABILITY FOR ERRORS OR DEFICIENCIES IN THE DESIGN. ALL VARIANCES FROM ACHD POLICY SHALL BE APPROVED IN WRITING. THE FOLLOWING VARIANCES, LISTED BY DATE AND SHORT DESCRIPTION, WERE APPROVED FOR THE PROJECT: NONE.
- ACHD INSPECTION STAFF CLOSELY MONITORS PEDESTRIAN FACILITIES FOR COMPLIANCE WITH ADA STANDARDS. SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2.0%; THERE ARE NO "TOLERANCES" ALLOWED.
- ALL PAVEMENT CUTS MUST BE A MINIMUM OF 2 FEET WIDE. IF A PAVEMENT CUT IS REQUIRED IN A PUBLIC ROADWAY INCLUDED IN THE FIVE YEAR MORATORIUM, A WRITTEN REQUEST MUST BE DIRECTED TO THE ACHD UTILITY COORDINATOR AND APPROVED BY THE PAVEMENT CUT REVIEW COMMITTEE.
- CONSTRUCTION OF ALL PAVEMENT MATCHES (INCLUDING DRIVEWAY APPROACHES AND UTILITY CUT STREET REPAIRS) WITHIN ACHD RIGHT-OF-WAY TO MATCH THE EXISTING STREET PAVEMENT SECTION OR TO USE THE FOLLOWING: SP-3, 0.5 INCH MIX, PG 58-28 2.5-INCHES THICK, AS A MINIMUM WITH 4-INCHES OF 3/4-BASE AND 14-INCHES OF 6-INCH MINUS PIT RUN (FOR LOCAL STREETS); SP-3, 0.50 INCH MIX, PG 64-28 3-INCHES THICK, AS A MINIMUM WITH 4-INCHES OF 3/4 BASE AND 20-INCHES OF 6-INCH MINUS PIT RUN (FOR COLLECTOR STREETS); SP-3, 0.50 INCH MIX, PG 64-28 5-INCHES THICK, AS A MINIMUM WITH 4-INCHES OF 3/4-INCH BASE AND 25-INCHES OF 6-INCH MINUS PIT RUN (FOR MINOR ARTERIAL STREETS) USE WHICHEVER PAVEMENT SECTION IS GREATER.
- ABANDONED BUILDINGS, TEST PITS, OR WATERWAYS LOCATED WITHIN CURRENT OR FUTURE RIGHT-OF-WAY SHALL BE RE-EXCAVATED TO NATIVE SOIL AND BACKFILLED WITH STRUCTURAL FILL PER ISPCW SPECIFICATIONS. PROVIDE SOILS DATA TO VERIFY NATIVE MATERIAL MEETS THE REQUIREMENTS FOR ENGINEERED FILL PER ISPCW SPECIFICATIONS AND A COPY OF THE COMPACTION TESTS.
- TRUNCATED DOMES SHALL BE INSTALLED IN ALL PEDESTRIAN RAMPS LOCATED WITHIN THE RIGHT-OF-WAY PER I.S.P.W.C. SD-712. DOMES SHALL BE RIGID INSERTS WE-SET INTO CONCRETE (CONCRETE STAMPS AND ADHESIVE MATS NOT ALLOWED) AND SHALL BE COLORED "TRAFFIC YELLOW".

**Sewer Construction Notes**

- THE HORIZONTAL SEPARATION OF POTABLE WATER AND SEWER MAINS SHALL BE A MINIMUM OF TEN (10) FEET FROM PIPE EDGE TO PIPE EDGE AS SHOWN IN ISPCW SD 407.
- GROUNDWATER LEVELS SHALL BE MAINTAINED BELOW THE BOTTOM OF THE TRENCH DURING PIPE LAYING AND JOINING OPERATIONS.
- TRENCH BACKFILL ABOVE THE PIPE ZONE SHALL BE INSPECTED BY ACHD OR BY THE OWNER'S ENGINEER IN ACCORDANCE WITH THE LATEST EDITION OF THE "CONSTRUCTION QUALITY ASSURANCE MANUAL". COMPACTION TESTS ARE REQUIRED IN THE BACKFILL ABOVE THE PIPE ZONE, WITHIN PUBLIC RIGHT-OF-WAY, ACCORDING TO ACHD REQUIREMENTS. SUBMIT DENSITY TEST RESULTS TO THE CITY OF KUNA AND ACHD BEFORE FINAL ACCEPTANCE.
- CONTRACTOR SHALL LEAVE THE EXCAVATION FOR THE UPSTREAM END OF ALL SERVICE LINES OPEN TO ALLOW ON SITE VERIFICATION OF THE INVERT ELEVATIONS AND SLOPES BY THE CITY'S INSPECTOR. CONTRACTOR SHALL NOT BACKFILL THE ENDS OF SERVICE LINES UNTIL APPROVED BY THE CITY OF KUNA INSPECTOR OR OTHER ARRANGEMENTS HAVE BEEN MADE FOR THE VERIFICATION OF SERVICE LINE INVERT ELEVATIONS AND SLOPES.
- CONTRACTOR SHALL INSTALL A REMOVABLE PLUG IN THE DOWN STREAM SIDE OF THE EXISTING MANHOLE WHERE THE NEW CONNECTION WILL BE MADE. THE PLUG SHALL REMAIN IN PLACE UNTIL FINAL ACCEPTANCE OF THE SEWER PROJECT.
- ALL SEWER PIPE AND FITTINGS 4 INCH THROUGH 15 INCH DIAMETER SHALL BE POLYVINYL CHLORIDE (PVC) CONFORMING TO ASTM D-3034, SDR-35. SEWER PIPE AND FITTINGS SIZES 18 INCH THROUGH 36 INCH DIAMETER SHALL BE PVC CONFORMING TO ASTM F 679. PRESSURE: SEWER PIPE SHALL CONFORM TO AWWA C900 PVC, DR 18 (235 PSI).
- SEWER SERVICE LINES SHALL BE INSTALLED BEFORE STREET IMPROVEMENTS & SEWER SERVICE MARKERS SHALL BE IN PLACE BEFORE FINAL INSPECTION. CONTRACTOR SHALL NOTIFY THE CITY WHEN SEWER SERVICE STUB OUTS ARE INSTALLED, MARKED & READY FOR INSPECTION.
- CONSTRUCT ALL MANHOLES WATER TIGHT. THE TOP OF MANHOLE CONE SHALL BE WITHIN TWELVE (12) INCHES OF FINISHED GRADE. CONTRACTOR SHALL SUPPLY ALL LID ASSEMBLIES AND GRADE RINGS.
- SEWER CONSTRUCTION SHALL MEET THE SPECIFIC DETAILS AND REQUIREMENTS OF THE FOLLOWING STANDARD DRAWINGS AND ACCOMPANYING SPECIFICATIONS FOUND IN "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" AND ACHD STANDARD DRAWINGS:
  - STANDARD MANHOLE - TYPE A, DRAWING NO. SD-501 AND SD-501A.
  - STANDARD SHALLOW MANHOLE - DRAWING NO. SD-505.
  - MANHOLE COLLAR DETAIL - DRAWING NO. SD-508.
  - MANHOLE COVER AND FRAME - DRAWING NO. SD-507.
  - STANDARD SEWER SERVICE LINE - DRAWING NO. SD-511 & SD-511A.
  - SEWER SERVICE MARKER - DRAWING NO. SD-512.
- MANHOLE: APPLY NON-SHRINK GROUT BETWEEN THE METAL FRAME AND GRADE RINGS. GRADE RINGS SHALL NOT BE STACKED WITHOUT NON-SHRINK GROUT OR MORTAR.
- CONTRACTOR SHALL FIELD VERIFY THE TOP ELEVATION OF MANHOLE CONES TO ASSURE THAT ALL RING ELEVATIONS MATCH FINAL STREET GRADES.
- PAVING CONTRACTOR SHALL SET THE GRADE RINGS AND POUR THE CONCRETE COLLARS PER ISPCW DRAWING NO. SD-508. THE PAVING CONTRACTOR SHALL CONTACT ACHD 24 HOURS PRIOR TO POURING CONCRETE COLLARS.
- SET EACH GRADE RING IN A BED OF NON-SHRINK GROUT OR MORTAR. TROWEL SMOOTH WITH THE INSIDE OF THE MANHOLE.
- PRIOR TO CONNECTING TO THE EXISTING SEWER SYSTEM, WHERE THE CONNECTION IS MADE BETWEEN MANHOLES AND EXISTING SERVICES, ALL SEWER MAINS AND SERVICES MUST BE AIR TESTED.
- COMPLETE INTEGRITY TESTING, AFTER ALL UTILITIES ARE INSTALLED AND BEFORE PAVING.
- CONTRACTOR SHALL CONTACT OWNER'S ENGINEER AND THE CITY OF KUNA AT LEAST 24 HOURS BEFORE TESTING. SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH DIVISION 500 OF THE ISPCW SPECIFICATIONS. A CITY REPRESENTATIVE MUST OBSERVE THE TESTING. TESTING SHALL INCLUDE AIR PRESSURE TESTING, DEFLECTION TESTING, INVERT ELEVATION SURVEY AND VISUAL INSPECTION USING A CLOSED-CIRCUIT TELEVISION (CCTV) CAMERA. ALL SEWER LINES SHALL BE CLEANED AND CHECKED FOR DEFLECTION BEFORE BEGINNING THE CCTV CAMERA SURVEY. PROVIDE A COPY (DVD) OF THE VISUAL INSPECTION TO THE CITY OF KUNA FOR QUALITY VERIFICATION. NO SEWER MAINLINE SHALL BE CONSIDERED APPROVED AND ACCEPTED UNTIL THE VISUAL REVIEW IS COMPLETE.
- SEWER CONSTRUCTION INSPECTIONS WILL BE PERFORMED BY THE OWNER'S ENGINEER OR DESIGNATED REPRESENTATIVE. SUCH APPROVAL SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER, IN CONFORMANCE WITH THE APPROVED MASTER PLAN, CONTRACT DRAWINGS, AND ASSOCIATED SPECIFICATIONS.
- CITY OF KUNA SHALL PROVIDE FINAL APPROVAL AND ACCEPTANCE OF ALL SEWER CONSTRUCTION.

Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

By *Paul A. Stevens, P.E.* DATE: 9-11-19  
Kuna City Engineer  
ADA COUNTY HIGHWAY DISTRICT

**Irrigation Notes**

- THE DEVELOPER SHALL NOTIFY ALL LOT PURCHASERS THAT THERE MUST BE NO INTERCONNECTION BETWEEN THE PRESSURE IRRIGATION SYSTEM AND HOUSE PLUMBING. OUTSIDE HOUSE FAUCETS MUST ONLY BE CONNECTED TO THE MUNICIPAL POTABLE WATER SYSTEM THROUGH THE HOUSE SERVICE CONNECTION.
- INSTALL PRESSURIZED IRRIGATION SYSTEMS CONSISTING OF IRRIGATION MAINS AND INDIVIDUAL SERVICE CONNECTIONS TO EACH LOT.
- CONNECTION TO THE CITY OF KUNA MUNICIPAL WATER (POTABLE) SYSTEM FOR IRRIGATION PURPOSES IS NOT ALLOWED.
- LOT SERVICE REQUIREMENTS:
 

LOT SIZE S.F.	IRRIGATION RISERS
0-14,000	ONE 1"
14,000 - 26,000	TWO 1" OR ONE 1.5"
26,000+	DETERMINED BY CITY ENGINEER
- ALL IRRIGATION MAINLINES SHALL BE INSTALLED SUCH THAT AIR AUTOMATICALLY VENTS DURING FILLING AND DRAINING. AUTOMATIC AIR/VACUUM RELIEF VALVES SHALL BE INSTALLED AT ALL HIGH POINTS IN THE SYSTEM AND IN LOCATIONS DETERMINED BY THE CITY ENGINEER. IN LIEU OF AUTOMATIC VENTS, THE CONTRACTOR MAY INSTALL SERVICES WITH THE TAP ON TOP OF THE MAIN AT THE HIGH POINT WITH THE SERVICE LINE LAID LEVEL OR RISING TO THE SERVICE BOX.
- ALL IRRIGATION MAINS SHALL FREELY DRAIN. "FREELY DRAIN" MEANS TO DRAIN BY GRAVITY INTO A DRAINAGE SHALE, DRAINAGE POND, DRAINAGE DITCH OR ADEQUATELY SIZED DRY WELL. THE DRAIN SYSTEM SHALL INCLUDE MANUALLY OPERATED VALVES AS DETAILED IN CITY OF KUNA STANDARD DETAILS. LOCATE DRAINS IN COMMON AREAS, ALONG PATHWAYS OR STREET FRONTAGES UNLESS SPECIFICALLY APPROVED OTHERWISE BY THE CITY ENGINEER.
- PIPE DEPTH: ALL IRRIGATION MAIN LINES NOT WITHIN ROAD RIGHT OF WAY (ROW) SHALL HAVE AT LEAST THREE (3) FEET OF COVER FROM FINISH GRADE TO CROWN OF PIPE IF THE PIPE IS FREE DRAINING. A MINIMUM OF FOUR (4) FEET OF COVER SHALL BE REQUIRED FROM FINISH GRADE TO CROWN OF PIPE UNDER ROADWAYS AND WHERE PIPE IS NOT FREE-DRAINING.
- PRESSURE IRRIGATION MAIN LINE PIPING 4 INCH DIAMETER AND LARGER SHALL BE CONSTRUCTED OF POLYVINYL CHLORIDE (PVC), DR21 (200 PSI), CONFORMING TO ASTM D2241.
- PRESSURE IRRIGATION MAIN LINE PIPING IN THE R.O.W. AND PARALLEL TO CENTER LINE SHALL BE PVC, C900 DR 18.
- 4 INCH DIAMETER AND LARGER PIPE SHALL HAVE RUBBER GASKETED JOINTS.
- PRESSURE IRRIGATION PIPE SHALL BE CLEARLY MARKED WITH TYPE, CLASS OR THICKNESS. LETTERING SHALL BE LEGIBLE AND PERMANENT.
- ALL IRRIGATION PIPE SHALL BE INSTALLED WITH FINDER TAPE. TAPE SHALL BE TWO (2) INCHES WIDE, PURPLE IN COLOR, WITH THE WORDS "DANGER-UNSAFE WATER" OR "NON-POTABLE WATER" CLEARLY MARKED ALONG THE LENGTH OF THE TAPE. TAPE SHALL BE PLACED BETWEEN SIX (6) INCHES BELOW GROUND SURFACE AND SIXTEEN (16) INCHES ABOVE THE TOP OF PIPE.
- TAPE A #12 DIRECT BURIAL TRACER WIRE ALONG THE CROWN OF THE PRESSURE IRRIGATION MAINLINE. LOOP THE TRACER WIRE FROM THE MAINLINE TO EACH SERVICE BOX AND BACK TO THE MAINLINE. THE TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES AND EXTENDED ALONG THE OUTSIDE OF THE LOWER PORTION AND ALONG THE INSIDE OF THE UPPER PORTION OF THE VALVE BOX. CONDUCT AN ELECTRICAL CONTINUITY TEST BEFORE PAVING TO VERIFY TRACER WIRE INTEGRITY.
- EQUIP EACH PRESSURE IRRIGATION SERVICE WITH A METAL OR PLASTIC TAG (YUCKY FACE) "NON-POTABLE WATER-DO NOT DRINK".
- VALVES 4 INCH DIAMETER AND LARGER SHALL BE RESILIENT WEDGE GATE VALVES CONFORMING TO THE REQUIREMENTS OF ANS/AWWA C509, WITH MECHANICAL OR FLANGED JOINTS AND 2 INCH SQUARE OPERATING NUT. ACCEPTABLE VALVES ARE MUELLER MODEL A-2360 AND A-2361 OR CLOW MODEL 2639 AND 2640. ANY OTHERS MUST BE SPECIFICALLY APPROVED BY THE CITY ENGINEER. VALVE BOXES FOR VALVES 4 INCH DIAMETER AND LARGER SHALL BE STANDARD CAST IRON 5 1/4 INCH DIAMETER ADJUSTABLE VALVE BOX.
- VALVES FOR STREET CROSSINGS SHALL BE PLACED WITHIN 2 FEET OF THE BACK EDGE OF SIDEWALK.
- FITTINGS SHALL BE CAST IRON, DUCTILE IRON, PVC, BRASS OR STAINLESS STEEL, AND SHALL HAVE A MINIMUM PRESSURE RATING EQUAL TO OR GREATER THAN 200 PSI. ALL FITTINGS FOUR (4) INCHES AND LARGER SHALL BE DUCTILE IRON WITH FLANGED OR MECHANICAL JOINTS. THRUST BLOCKS OR OTHER CITY ENGINEER APPROVED RESTRAINTS SHALL BE PROVIDED AT CHANGES OF DIRECTION.
- IRRIGATION SYSTEMS SHALL BE PRESSURE TESTED IN ACCORDANCE WITH ISPCW SPECIFICATIONS FOLLOWING INSTALLATION OF ALL OTHER UTILITIES AND BEFORE PAVING. TESTING SHALL BE OBSERVED BY A CITY REPRESENTATIVE.

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

**Construction Notes**

**Arbor Ridge Subdivision No. 7**

A PORTION OF THE NORTH HALF OF SECTION 14,  
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
KUNA CITY, ADA COUNTY, IDAHO.

REV.	DESC.	DATE/BY
B	CITY OF KUNA COMMENTS DATED JULY 15, 2019	8/5/19/ANL

SCALE AS SHOWN	DATE	DRAWN BY	CHECKED BY	PROJECT NO.	DRAWING FILE NAME
	FEBRUARY 1, 2019	K.M. KETTELLE	J.D. CHANNING	4521	Arbor Ridge 7 Const Plans.dwg

SHEET NO: **1.1**

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**Final Plat**  
**Arbor Ridge Subdivision No. 7**  
A PORTION OF THE NORTH HALF OF SECTION 14,  
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
KUNA CITY, ADA COUNTY, IDAHO.

**Revisions**

REV.	DESC.	DATE	BY
B	CITY OF KUNA COMMENTS DATED JULY 15, 2019	8/5/19/NPL	

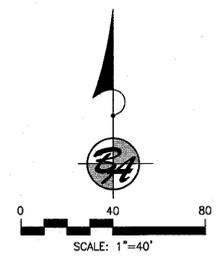
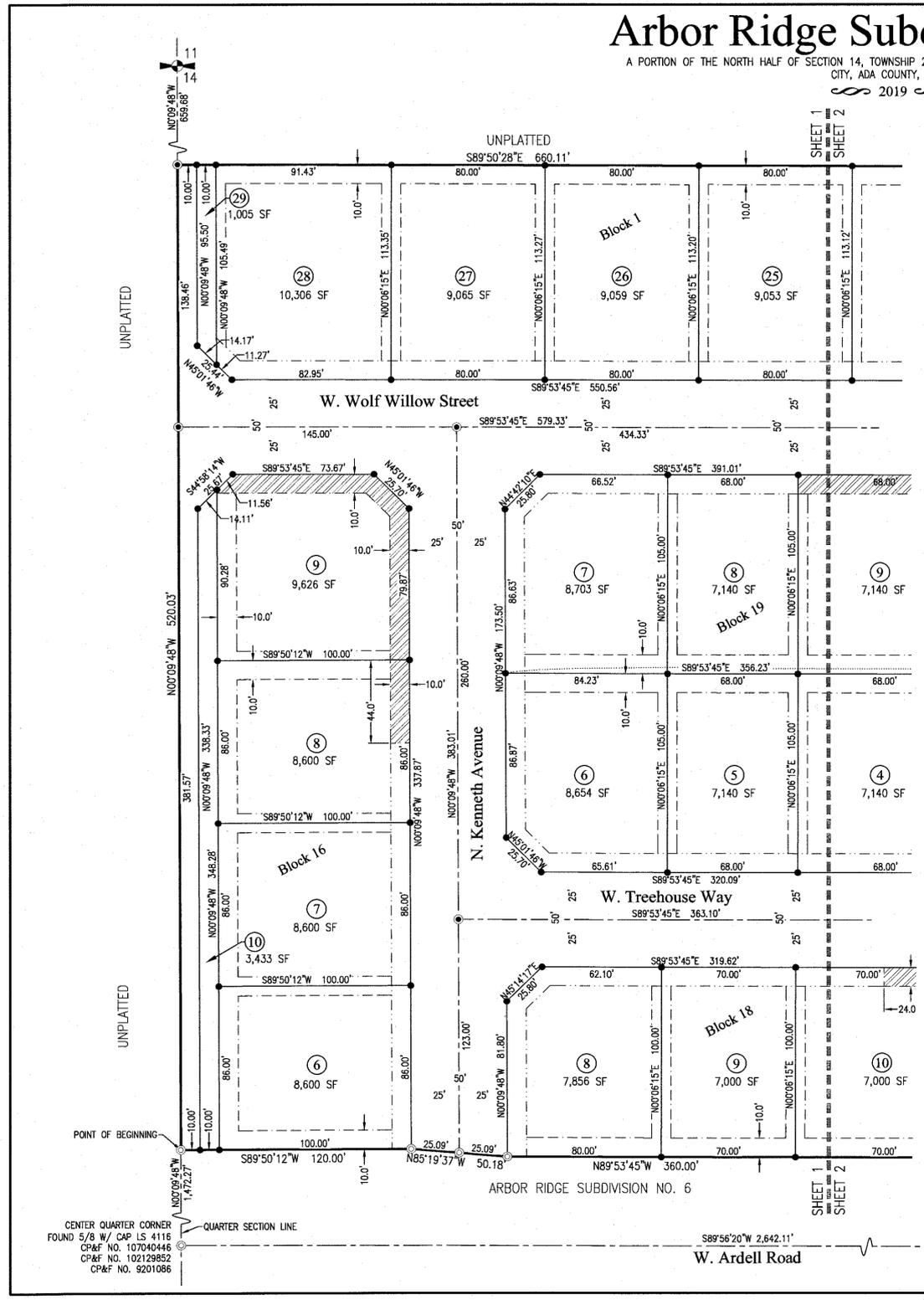
**Scale:** AS SHOWN  
**Date:** FEBRUARY 1, 2019  
**Drawn By:** K.M. METELLE  
**Checked By:** J.D. CANNING  
**Project No.:** J021  
**Drawing File Name:** Arbor Ridge 7 Const Plans.dwg

**Scale:** AS SHOWN  
**Date:** FEBRUARY 1, 2019  
**Drawn By:** K.M. METELLE  
**Checked By:** J.D. CANNING  
**Project No.:** J021  
**Drawing File Name:** Arbor Ridge 7 Const Plans.dwg

**SHEET NO.:**  
**2**

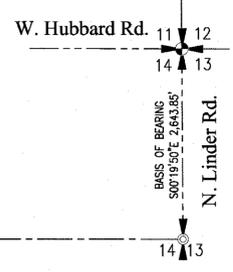
# Arbor Ridge Subdivision No. 7

A PORTION OF THE NORTH HALF OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, KUNA CITY, ADA COUNTY, IDAHO.  
© 2019



CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD DIST
C1	89°36'25"	55.00'	86.02'	N45°05'32"W	77.51'
C2	44°48'13"	55.00'	43.01'	N67°29'39"W	41.92'
C3	44°48'13"	55.00'	43.01'	N22°41'26"W	41.92'
C4	31°02'15"	25.00'	13.54'	N74°35'08"E	13.38'
C5	151°40'55"	52.00'	137.66'	N45°05'32"W	100.84'
C6	31°02'15"	25.00'	13.54'	S15°13'48"W	13.38'
C7	89°36'25"	30.00'	46.92'	N45°05'32"W	42.28'
C8	65°30'09"	52.00'	59.45'	N88°10'55"W	56.26'
C9	16°44'12"	52.00'	15.19'	N47°03'44"W	15.14'
C10	63°14'34"	52.00'	57.40'	N70°42'1"W	54.53'
C11	61°1'52"	52.00'	5.62'	N27°38'52"E	5.62'
C12	5°06'04"	225.00'	20.03'	N87°33'13"E	20.03'
C13	5°01'39"	200.00'	17.55'	N87°35'26"E	17.54'
C14	5°09'36"	250.00'	22.51'	N87°31'27"E	22.51'
C15	48°11'23"	30.00'	25.23'	N65°48'04"W	24.49'
C16	41°25'02"	30.00'	21.69'	N20°59'51"W	21.22'

**NOTE:**  
THIS SUBDIVISION IS LOCATED WITHIN ZONE AE AS SHOWN ON THE FIRM PANEL 125 OF 875, ADA COUNTY, IDAHO AND INCORPORATED AREAS. A BUILDING PERMIT SHALL NOT BE ISSUED FOR ANY LOT THAT IS LOCATED WITHIN THE MAPPED FLOODPLAIN UNTIL A FLOOD PLAN DEVELOPMENT PERMIT IS OBTAINED FOR THE INDIVIDUAL LOT. EACH LOT WITHIN THE MAPPED FLOODPLAIN SHALL REQUIRE AN INDIVIDUAL FLOOD PLAN DEVELOPMENT PERMIT.



## Legend

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- STREET CENTERLINE
- ADJOINING PROPERTY LINE
- TIE LINE
- WATER, SEWER, DRAINAGE, AND PRESSURE IRRIGATION EASEMENT LINE TO BENEFIT THE CITY OF KUNA. SEE NOTE 10, SHEET 2 FOR MORE INFORMATION
- 10' WIDE PUBLIC UTILITY EASEMENT LINE. SEE NOTE 9, SHEET 2 FOR MORE INFORMATION
- STORM DRAINAGE EASEMENT LINE TO BENEFIT ACHD, SEE NOTE 13, SHEET 2
- FOUND 1/2" PIN WITH PLASTIC CAP LABELED LS 4116, UNLESS OTHERWISE NOTED
- FOUND 5/8" PIN WITH PLASTIC CAP LABELED LS 4116, UNLESS OTHERWISE NOTED
- SET 1/2"x24" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116", UNLESS OTHERWISE NOTED
- SET 5/8"x30" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116", UNLESS OTHERWISE NOTED
- CALCULATED POINT, NOT FOUND OR SET
- NORTH 1/4 CORNER, FOUND ALUMINUM CAP  
CP&F NO. 2018-043554  
CP&F NO. 102129847  
CP&F NO. 97087020  
CP&F NO. 95057261  
CP&F NO. 8709675  
CP&F NO. 8636565  
CP&F NO. 8118304
- EAST QUARTER CORNER, FOUND 5/8 REBAR W/ CAP PLS 5461  
CP&F NO. 103049898  
CP&F NO. 102129846  
CP&F NO. 8636567
- NORTHEAST CORNER SECTION 14, FOUND ALUMINUM CAP  
CP&F NO. 2017-094753  
CP&F NO. 2015-090111  
CP&F NO. 102129849  
CP&F NO. 99121621  
CP&F NO. 9636568  
CP&F NO. 7907143

## Reference Documents

- SUBDIVISION PLATS**
- ARBOR RIDGE SUBDIVISION NO. 1, BOOK 96, PAGES 12069-12074
  - ARBOR RIDGE SUBDIVISION NO. 2, BOOK 108, PAGES 15062-15064
  - ARBOR RIDGE SUBDIVISION NO. 3, BOOK 111, PAGES 18110-18012
  - ARBOR RIDGE SUBDIVISION NO. 4, BOOK 1131, PAGES 16604-16607
  - ARBOR RIDGE SUBDIVISION NO. 5, BOOK \_\_\_\_\_, PAGES \_\_\_\_\_
  - ARBOR RIDGE SUBDIVISION NO. 6, BOOK \_\_\_\_\_, PAGES \_\_\_\_\_
  - MINERAL SPRINGS SUBDIVISION NO. 2, BOOK 97, PAGES 12332-12334
  - MINERAL SPRINGS SUBDIVISION NO. 3, BOOK 111, PAGES 18008-18009
  - GALIANO ESTATES SUBDIVISION, BOOK 99, PAGES 12780-12783
- RECORDS OF SURVEY**
- ROS NO. 5982
- INSTRUMENT NUMBERS**
- 2015-003329 DEED
  - 2017-027320 DEED
  - 2017-080211 SURFACE WATER ANNEXATION
  - 114016814 DEVELOPMENT AGREEMENT LICENSE AGREEMENT

See Sheet 2 For Notes



**B&A Engineers, Inc.**  
Consulting Engineers, Surveyors & Planners  
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(208) 343-3381

ARBOR RIDGE SUBDIVISION NO. 7  
SHEET 1 OF 3

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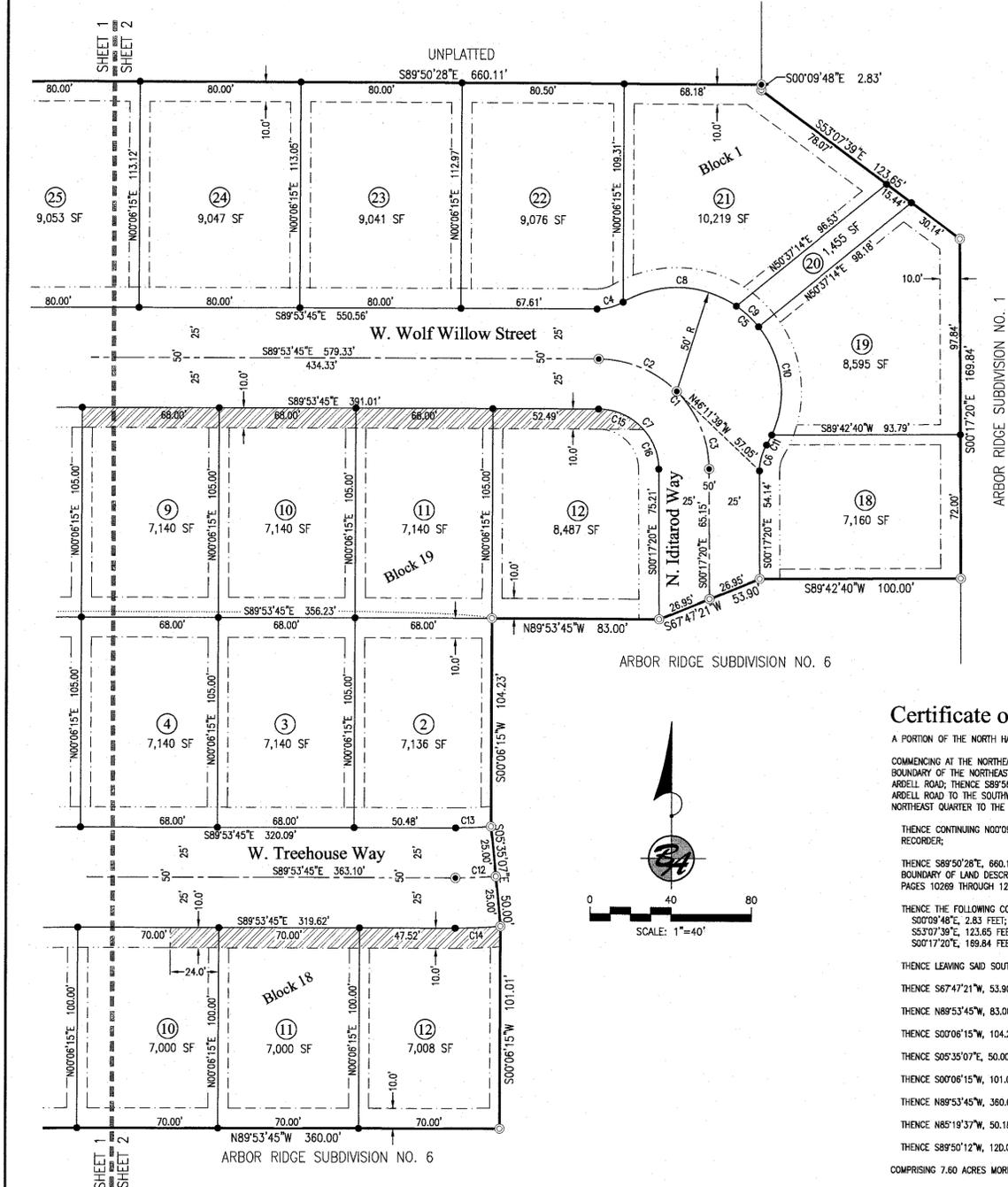
**Final Plat**  
**Arbor Ridge Subdivision No. 7**  
A PORTION OF THE NORTH HALF OF SECTION 14,  
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
KUNA CITY, ADA COUNTY, IDAHO.

REVISIONS	REV.	DESC.	DATE/BY

SCALE: AS SHOWN  
DATE: FEBRUARY 1, 2019  
DRAWN BY: K.M. KETTELLE  
CHECKED BY: J.D. CANINUS  
PROJECT NO.: ARBOR RIDGE 7  
DRAWING FILE NAME: Arbor Ridge 7 Const Plans.dwg

SHEET NO.: 2.1

# Arbor Ridge Subdivision No. 7



## Notes

- IRRIGATION WATER WILL BE PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION §31-3805(1)(B). ALL LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS THROUGH BOISE-KUNA IRRIGATION DISTRICT, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA.
- ALL REFERENCES TO HOMEOWNERS' ASSOCIATION HEREON ARE TO THE ARBOR RIDGE SUBDIVISION & SILVERDALE SUBDIVISION HOMEOWNERS' ASSOCIATION AND THE OWNERS OF THE LOTS, WITHIN SAID SUBDIVISION, JOINTLY PURSUANT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED AS INSTRUMENT NUMBER 107090857, AS AMENDED AND AS MAY BE AMENDED FROM TIME TO TIME.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION AND MAY REQUIRE AMENDMENT OF THE DEVELOPMENT AGREEMENT.
- BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA AND CONDITIONS OF THE STAFF REPORT FOR ARBOR RIDGE SUBDIVISION.
- LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
- LOTS 20 AND 29, BLOCK 1; AND LOT 10, BLOCK 18 ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION, THE HOMEOWNERS' ASSOCIATION (HOA), ITS OWNERSHIP, AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT EXPRESS WRITTEN CONSENT FROM THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO THE FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVE(S) MUNICIPAL IRRIGATION. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A LIEN FOR NON-PAYMENT, AS DETERMINED BY THE CITY OF KUNA.
- NO EASEMENT SHOWN OR DESIGNATED HEREON SHALL PRECLUDE THE CONSTRUCTION AND MAINTENANCE OF HARD-SURFACED DRIVEWAYS, LANDSCAPING (EXCEPT TREES), PARKING, OR OTHER SUCH NON-PERMANENT IMPROVEMENTS.
- ALL EASEMENTS ARE PARALLEL (OR CONCENTRIC) TO THE LINES (OR ARCS) THAT THEY ARE DIMENSIONED FROM UNLESS OTHERWISE NOTED.
- PUBLIC UTILITY EASEMENT IS HEREBY RESERVED AS FOLLOWS:
  - 10-FOOT WIDE ALONG PUBLIC RIGHTS-OF-WAYS.
- WATER, SEWER, DRAINAGE, AND IRRIGATION EASEMENTS ARE HEREBY RESERVED FOR THE CITY OF KUNA FOR THE INSTALLATION AND MAINTENANCE OF LINES AS SHOWN HEREON (UNLESS OTHERWISE DIMENSIONED).
  - 10-FOOT WIDE ALONG PUBLIC RIGHTS-OF-WAYS, REAR LOT LINES AND THE EXTERIOR BOUNDARY.
  - 10-FOOT WIDE CENTERED ON INTERIOR LOT LINES.
- MAINTENANCE OF ANY IRRIGATION, DRAINAGE PIPE, OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
- THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION §22-4503, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- PORTIONS OF LOTS 8 AND 9, BLOCK 18; LOTS 10 THROUGH 12, BLOCK 18; AND LOTS 9 THROUGH 12, BLOCK 19, ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT, RECORDED ON NOVEMBER 10, 2015, AS INSTRUMENT NO. 2015-103268, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION §40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
- THIS DEVELOPMENT IS SUBJECT TO A LICENSE AGREEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT, INSTRUMENT NO. \_\_\_\_\_
- LOTS 20 AND 29, BLOCK 1; AND LOT 10, BLOCK 18 ARE SUBJECT TO A BLANKET EASEMENT RESERVED FOR THE CITY OF KUNA FOR WATER, SEWER, IRRIGATION AND DRAINAGE PURPOSES.
- THIS DEVELOPMENT IS SUBJECT TO A DEVELOPMENT AGREEMENT, INST. NO. 114016814.

## Certificate of Owner

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

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 14; THENCE S00°19'50"E, 2,643.85 FEET ALONG THE CENTERLINE OF 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 WEST ARBELL ROAD; THENCE S89°55'20"W, 2,642.11 FEET ALONG THE SOUTHERLY BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 14 AND ALONG THE CENTERLINE OF WEST ARBELL ROAD TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE N00°09'48"W, 1,472.27 FEET ALONG THE WESTERLY BOUNDARY OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING;

THENCE CONTINUING N00°09'48"W, 520.03 FEET TO THE SOUTHWEST CORNER OF LAND DESCRIBED IN INSTRUMENT NUMBER 103022913, RECORDS OF THE ADA COUNTY, IDAHO, RECORDER;

THENCE S89°50'28"E, 660.11 FEET ALONG A LINE PARALLEL TO THE NORTHERLY BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 14 AND ALONG THE SOUTHERLY BOUNDARY OF LAND DESCRIBED IN SAID INSTRUMENT NUMBER 103022913 TO THE WESTERLY BOUNDARY OF ARBOR RIDGE SUBDIVISION NO. 1 AS SHOWN IN BOOK 96 OF PLATS PAGES 10289 THROUGH 12074 RECORDS, ADA COUNTY, IDAHO;

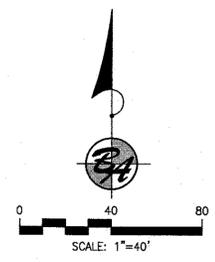
THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID WESTERLY BOUNDARY OF ARBOR RIDGE SUBDIVISION NO. 1:

- S00°09'48"E, 2.83 FEET;
- S53°07'39"E, 123.85 FEET;
- S00°17'20"E, 189.84 FEET;

THENCE LEAVING SAID SOUTHERLY BOUNDARY OF ARBOR RIDGE SUBDIVISION NO. 1 S89°42'40"W, 100.00 FEET;

- THENCE S67°47'21"W, 53.90 FEET;
- THENCE N89°53'45"W, 83.00 FEET;
- THENCE S00°06'15"W, 104.23 FEET;
- THENCE S05°35'07"E, 50.00 FEET;
- THENCE S00°06'15"W, 101.01 FEET;
- THENCE N89°53'45"W, 360.00 FEET;
- THENCE N85°19'57"W, 50.18 FEET;
- THENCE S89°50'12"W, 120.00 FEET TO THE POINT OF BEGINNING.

COMPRISING 7.60 ACRES MORE OR LESS



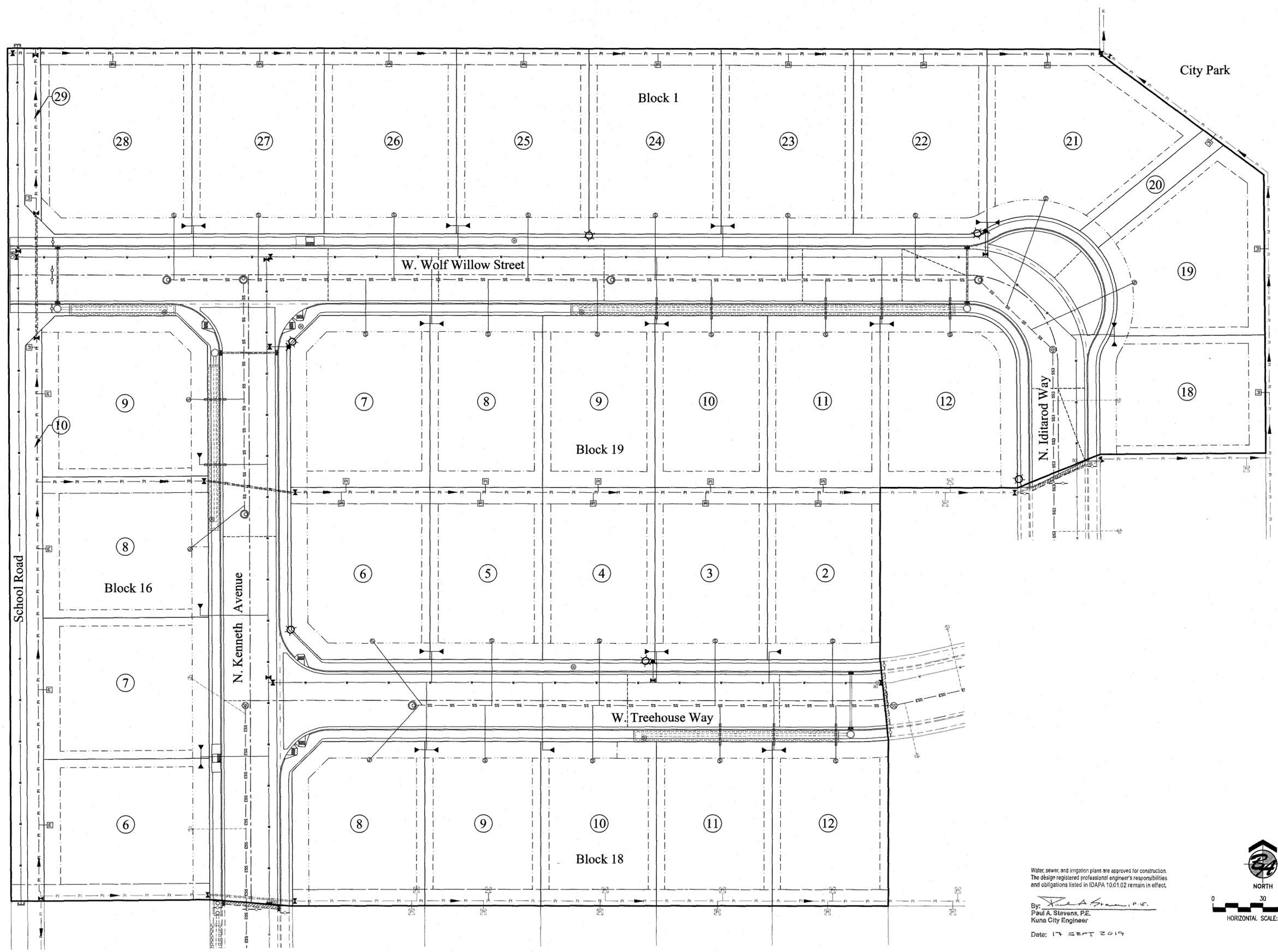
See Sheet 3 For Owner's Signature



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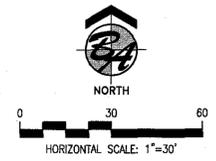
ARBOR RIDGE SUBDIVISION NO. 7  
SHEET 2 of 3



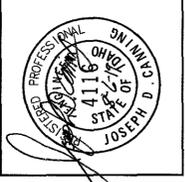
Water, sewer, and irrigation plans are approved for construction.  
The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: *Paul A. Stevens, P.E.*  
Paul A. Stevens, P.E.  
Kuna City Engineer

Date: 17 SEPT 2019



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



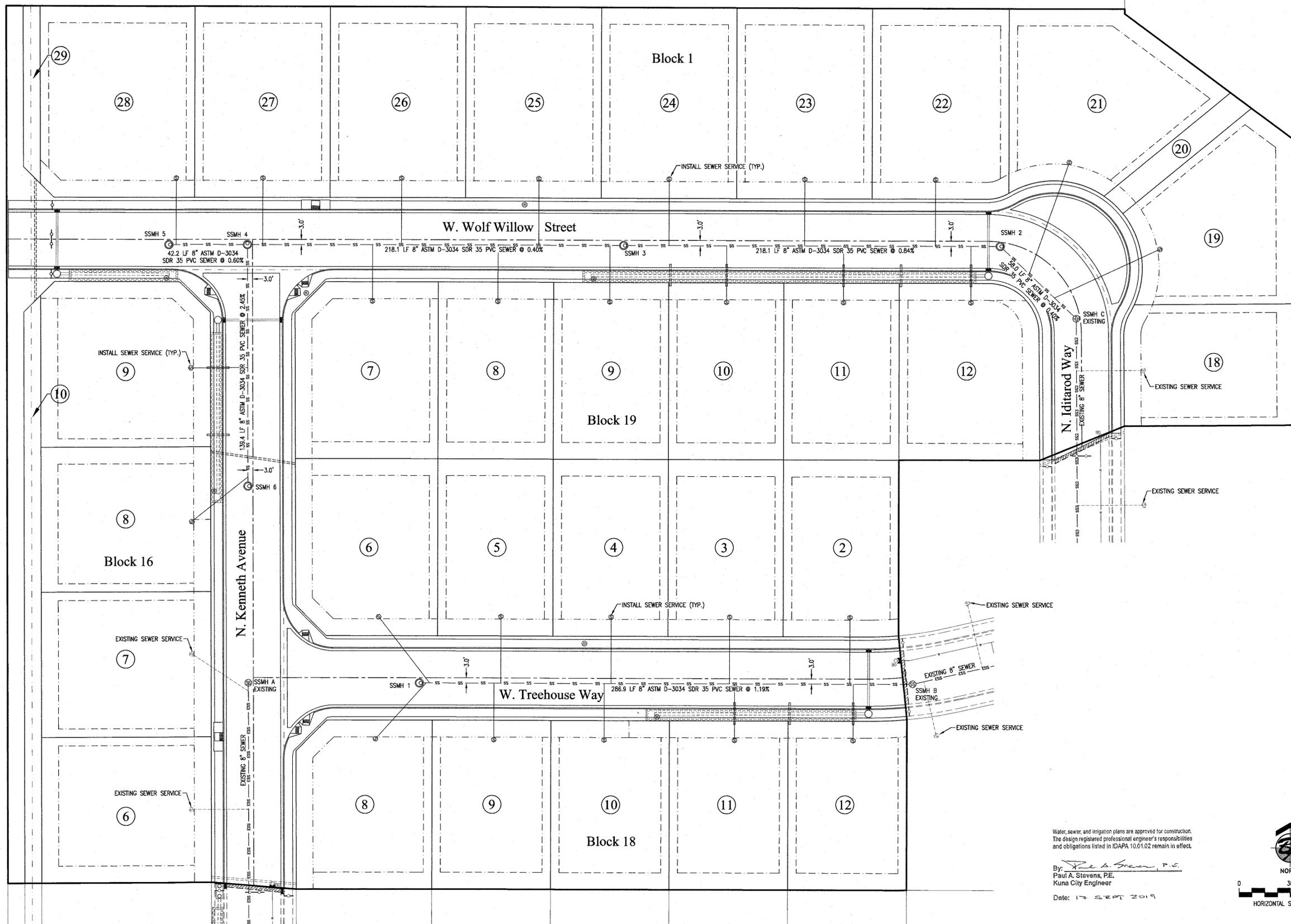
Site Composite Plan

**Arbor Ridge Subdivision No. 7**  
A PORTION OF THE NORTH HALF OF SECTION 14,  
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
KUNA CITY, ADA COUNTY, IDAHO.

REV.	DESC.	DATE / BY
B	CITY OF KUNA COMMENTS DATED JULY 15, 2019	8/27/19/NPL

SCALE: AS SHOWN  
DATE: FEBRUARY 1, 2019  
DRAWN BY: KIM BRETTELLE  
CHECKED BY: J.D. CANNING  
PROJECT NO.: 4521  
DRAWING FILE NAME: Arbor Ridge 7 Const Plans.dwg

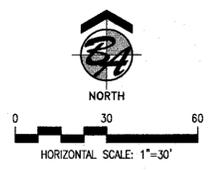
SHEET NO.: **3**



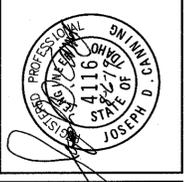
Water, sewer, and irrigation plans are approved for construction.  
The design registered professional engineer's responsibilities  
and obligations listed in IDAPA 10.01.02 remain in effect.

By: *Paul A. Stevens, P.E.*  
Paul A. Stevens, P.E.  
Kuna City Engineer

Date: 17 SEPT 2019



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

Composite Sanitary Sewer Plan  
**Arbor Ridge Subdivision No. 7**  
A PORTION OF THE NORTH HALF OF SECTION 14,  
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
KUNA CITY, ADA COUNTY, IDAHO.

REV.	DESC.	DATE/BY

SCALE: AS SHOWN  
DATE: FEBRUARY 1, 2019  
DRAWN BY: K.M. KETTELLE  
CHECKED BY: J.D. CANNING  
PROJECT NO.: J021  
DRAWING FILE NAME:  
Arbor Ridge 7 Const Plans.dwg

SHEET NO:  
**3.1**

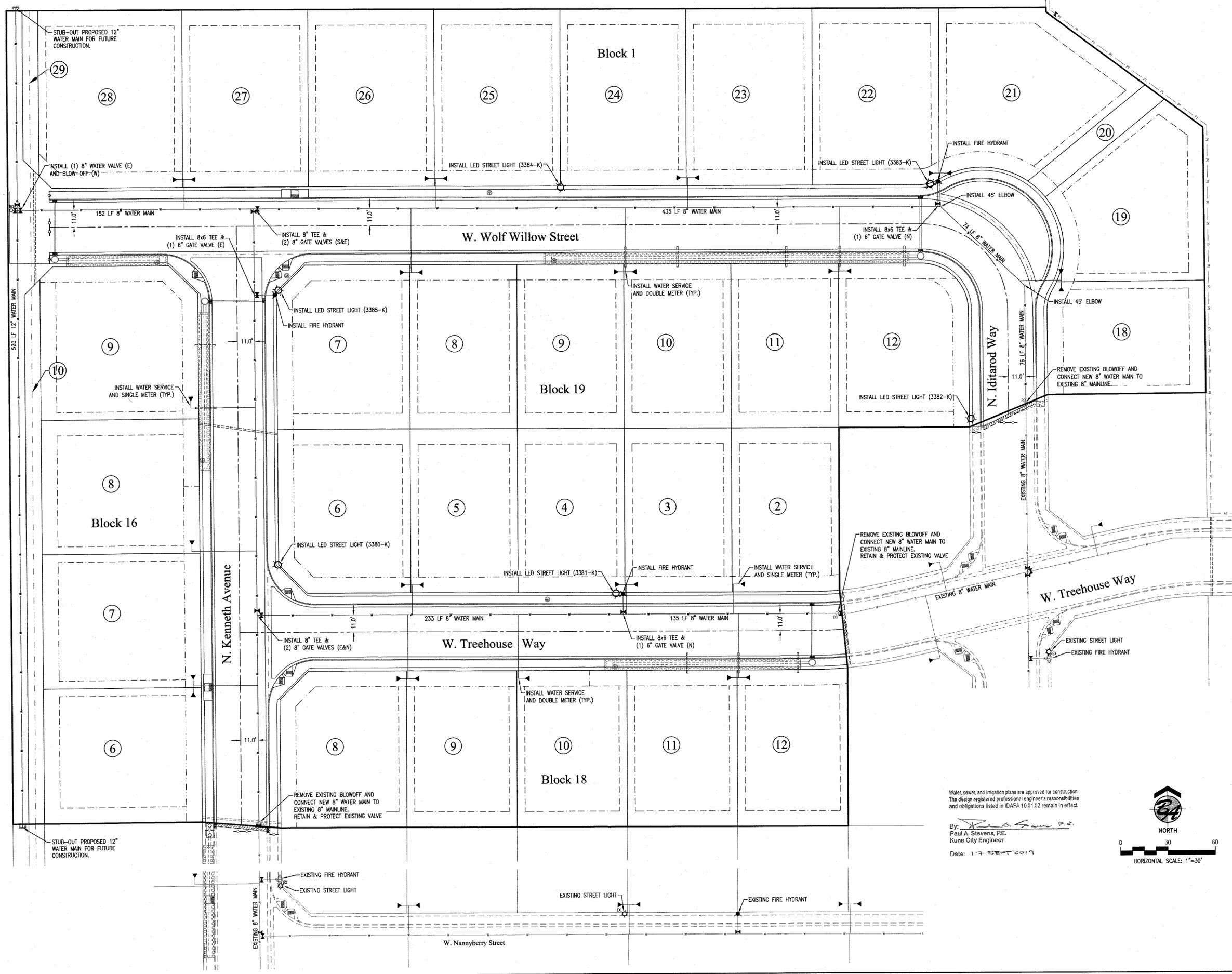


**Composite Potable Water and Street Light Plan**  
**Arbor Ridge Subdivision No. 7**  
A PORTION OF THE NORTH HALF OF SECTION 14,  
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
KUNA CITY, ADA COUNTY, IDAHO.

REV.	DESC.	DATE / BY
B	CITY OF KUNA COMMENTS DATED JULY 15, 2019	8/5/19/NPL
D	CITY OF KUNA COMMENTS DATED AUGUST 13, 2019	8/27/19/NPL

SCALE:	AS SHOWN
DATE:	FEBRUARY 1, 2019
DRAWN BY:	KEVIN BETTELLE
CHECKED BY:	J.D. CANNING
PROJECT NO.:	JC21
DRAWING FILE NAME:	Arbor Ridge 7 Const Plans.dwg

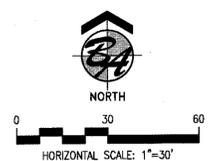
SHEET NO: **3.2**



Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: *Paul A. Stevens, P.E.*  
Paul A. Stevens, P.E.  
Kuna City Engineer

Date: 17 SEP 2019



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



**Composite Pressure Irrigation Plan**  
**Arbor Ridge Subdivision No. 7**  
 A PORTION OF THE NORTH HALF OF SECTION 14,  
 TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
 KUNA CITY, ADA COUNTY, IDAHO.

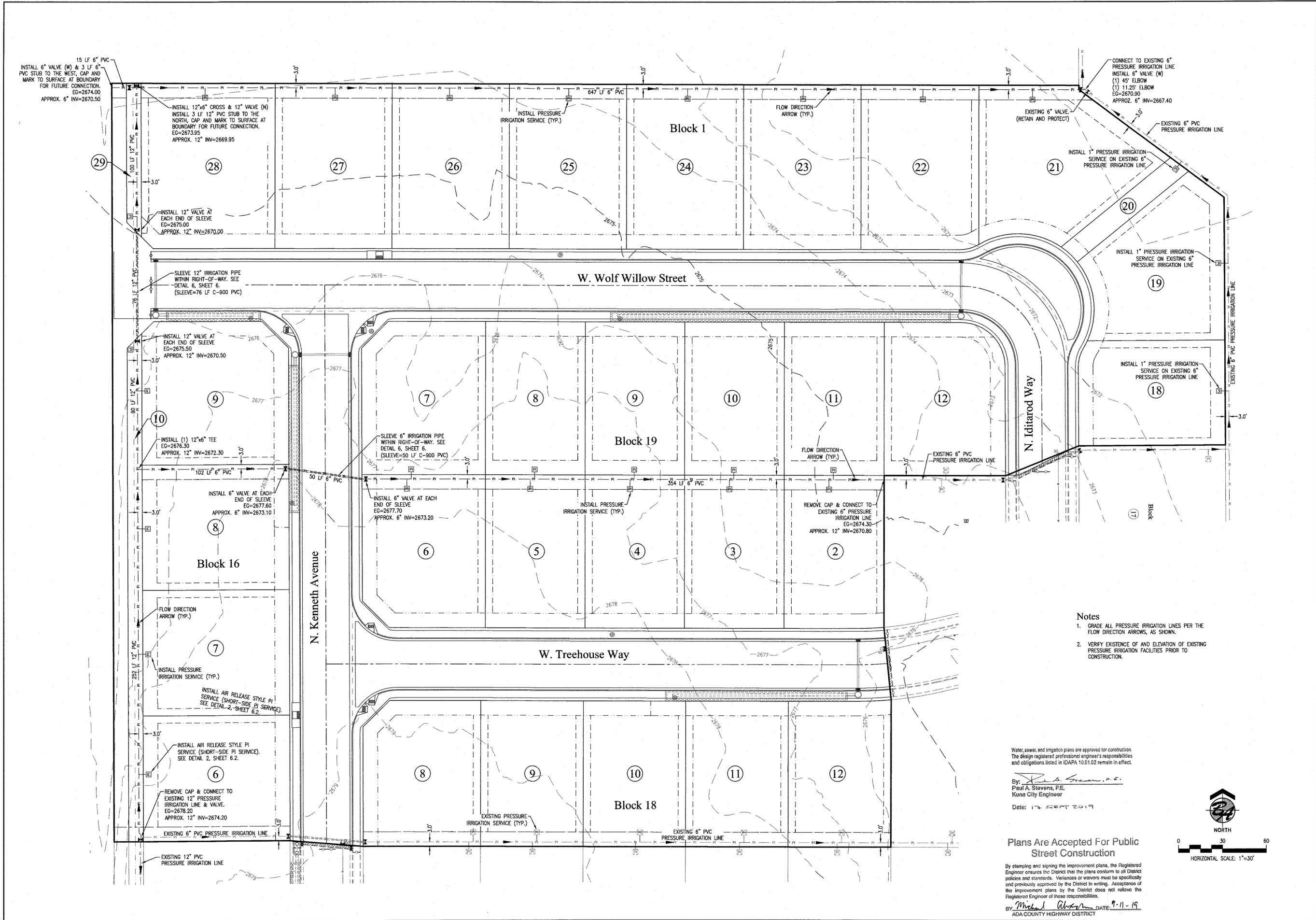
**Notes**

- GRADE ALL PRESSURE IRRIGATION LINES PER THE FLOW DIRECTION ARROWS, AS SHOWN.
- VERIFY EXISTENCE OF AND ELEVATION OF EXISTING PRESSURE IRRIGATION FACILITIES PRIOR TO CONSTRUCTION.

REV.	DATE	BY	DESC.
B	8/5/19/NPL		CITY OF KUNA COMMENTS DATED JULY 15, 2019
D	8/27/19/NPL		CITY OF KUNA COMMENTS DATED AUGUST 19, 2019

SCALE	DATE	DRAWN BY	CHECKED BY	PROJECT NO.	DRAWING FILE NAME
AS SHOWN	FEBRUARY 1, 2019	K.M. KETTELLE	J.D. CANNING	US21	Arbor Ridge 7 Const Plans.dwg

SHEET NO: **3.3**



Water, sewer, and Irrigation plans are approved for construction.  
 The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

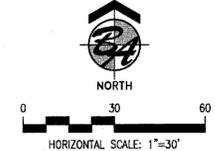
By: *Paul A. Stevens, P.E.*  
 Paul A. Stevens, P.E.  
 Kuna City Engineer

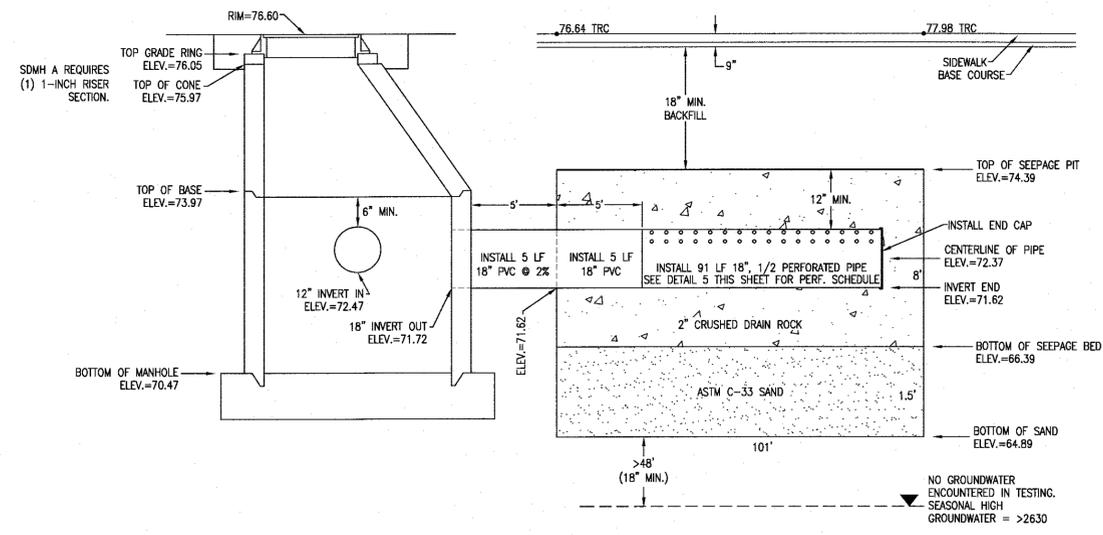
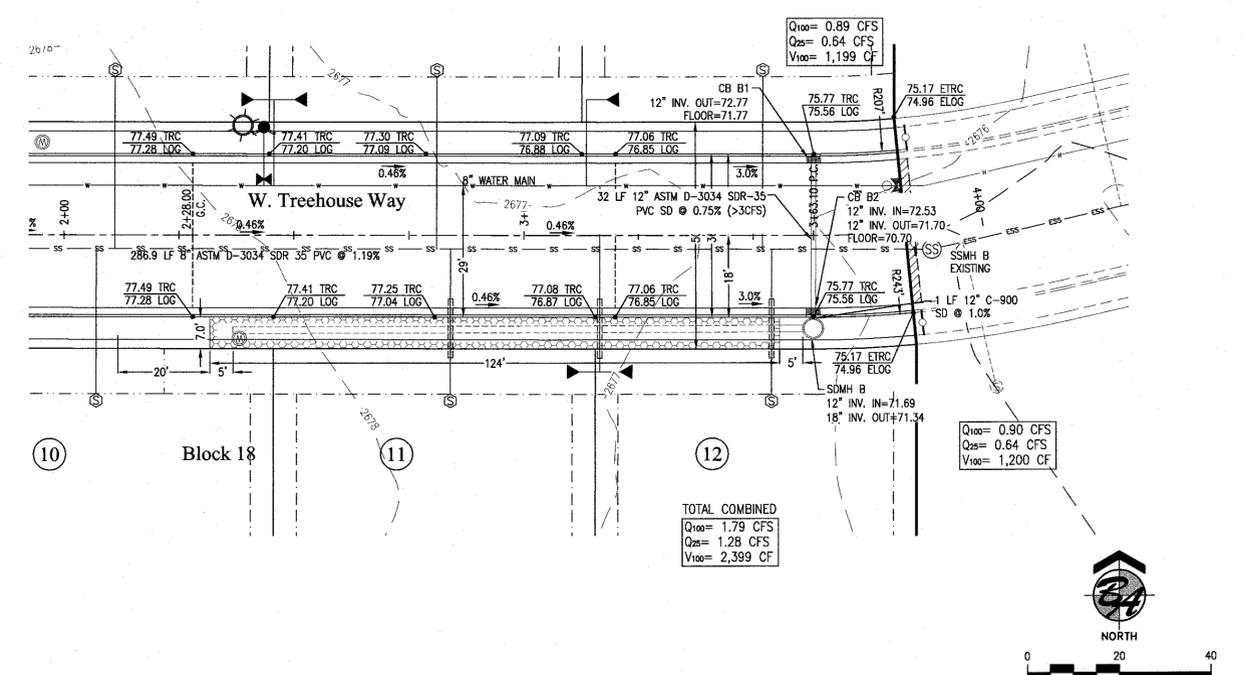
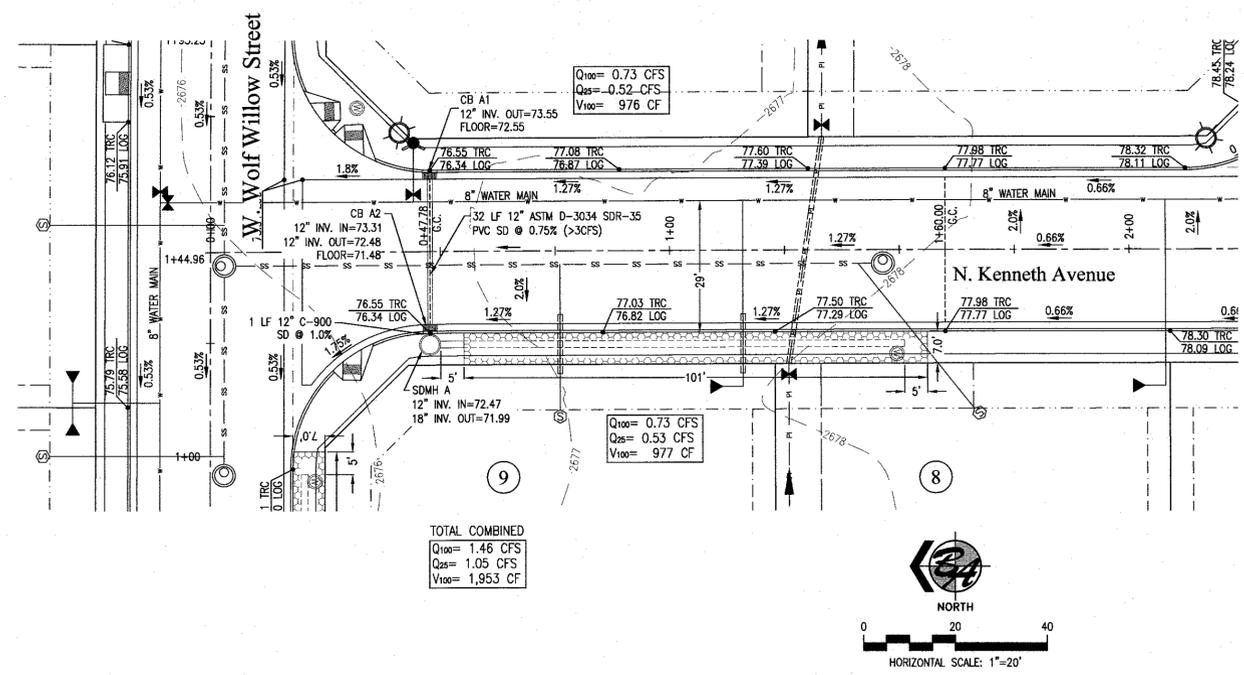
Date: 17 SEP 2019

**Plans Are Accepted For Public Street Construction**

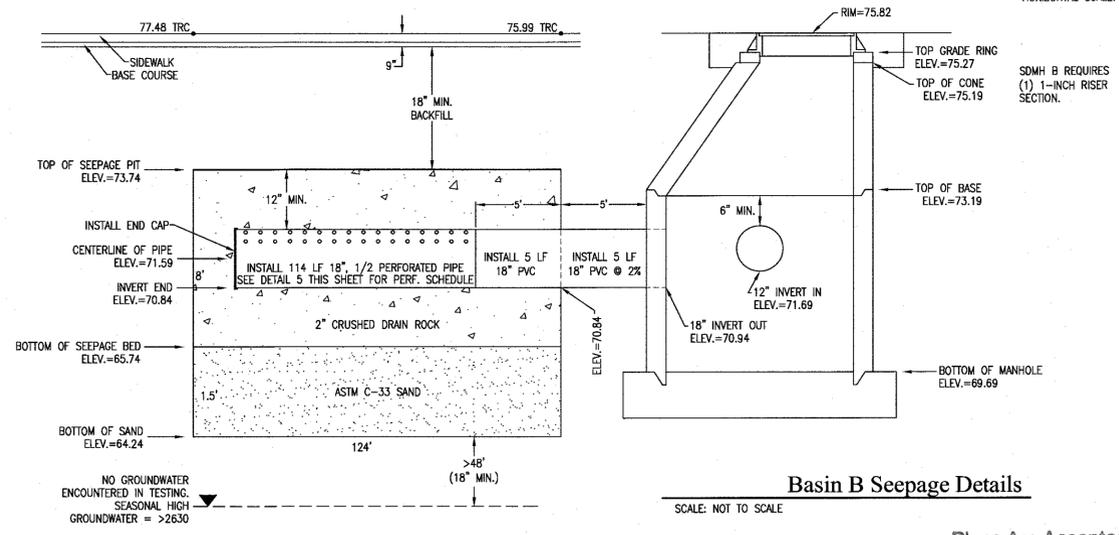
By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

By: *Michael Adams* DATE: 9-11-19  
 ADA COUNTY HIGHWAY DISTRICT





1 Basin A Seepage Bed Detail  
SCALE: NOT TO SCALE

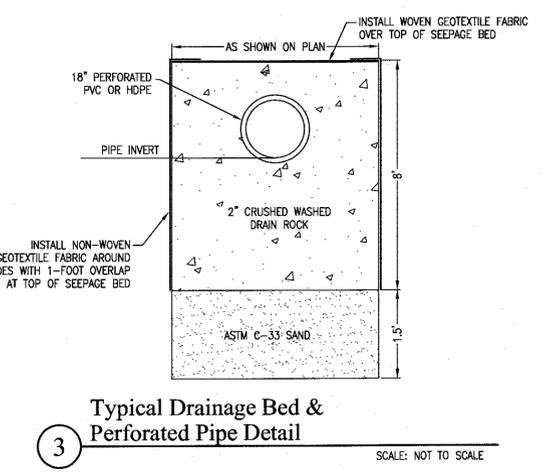


2 Basin B Seepage Bed Detail  
SCALE: NOT TO SCALE

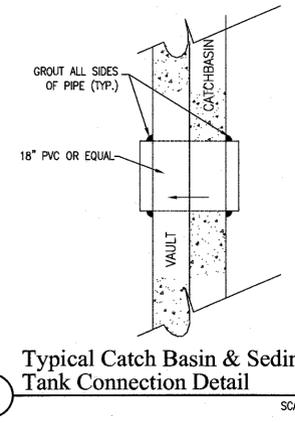
Plans Are Accepted For Public Street Construction

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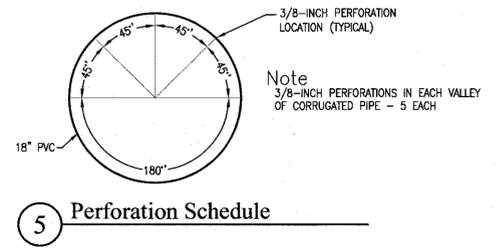
BY: *Michael Alcorn* DATE: 9-11-19  
ADA COUNTY HIGHWAY DISTRICT



3 Typical Drainage Bed & Perforated Pipe Detail  
SCALE: NOT TO SCALE



4 Typical Catch Basin & Sediment Tank Connection Detail  
SCALE: NOT TO SCALE



5 Perforation Schedule

Notes

- REFER TO PLAN VIEW SHEET FOR MORE INFORMATION.
- BASED ON TEST PIT FINDINGS, BEDROCK WILL BE ENCOUNTERED (APPROXIMATELY BETWEEN 2 AND 6- FEET BELOW SURFACE) AND BLASTING TO CREATE DRAINAGE IS CERTAIN.
- AFTER THE BLASTING, INFILTRATION TESTING IS MANDATORY. THE CONTRACTOR IS TO HAVE PERCOLATION TESTING PERFORMED BY SOILS ENGINEER AFTER SEEPAGE TRENCH IS FULLY EXCAVATED. IF THE PERCOLATION TEST IS LESS THAN SPECIFIED BY THE SOILS REPORT AND ENGINEER, CONTRACTOR MAY NEED ADDITIONAL BLASTING OR BORING TO CREATE CONDUIT FOR DRAINAGE TO OCCUR OR REDESIGN THE SYSTEM TO ACHIEVE THE REQUIRED INFILTRATION.
- GROUNDWATER WAS NOT ENCOUNTERED AND IS NOT CONSIDERED A FACTOR IN DESIGN SYSTEMS FOR ON-SITE DISPOSAL OF STORMWATER PER SITE CONSULTING, LLC REPORT DATED MAY 23, 2019.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF GROUNDWATER IS ENCOUNTERED WITHIN 3- FEET OF THE BOTTOM DESIGN ELEVATION FOR ANY INFILTRATION FACILITY.
- SEE PLAN VIEW ABOVE FOR SEEPAGE BED DIMENSIONS.
- SEE DRAINAGE REPORT FOR CALCULATIONS.
- ALL SOLID WALL STORM DRAIN PIPING SHALL BE PVC OR HDPE, ALL PERFORATED STORM DRAIN PIPING SHALL BE PVC OR HDPE. ALL ROADWAY CROSSINGS SHALL BE ASTM D-3034 SDR 35 PVC. DESIGN INFILTRATION IS 2.0-INCHES PER HOUR IN BASINS A & B.
- INSTALL STORM DRAIN MANHOLE PER ACHD SUPPLEMENTAL STD. DWG. SD-611 WITH MANHOLE FRAME AND COVER PER I.S.P.M.C. SD-616 AND SD-517.
- ELECTRONIC MARKERS ARE REQUIRED AT EACH CORNER OF AN UNDERGROUND INFILTRATION SYSTEM. CONTRACTOR TO COORDINATE WITH ACHD THE INSPECTION FOR PLACEMENT OF SAID MARKERS PRIOR TO BACKFILLING. ACHD IS CURRENTLY SUPPLYING THE DEVICES.
- CONTACT ACHD FOR INSPECTION. SEE ACHD GENERAL NOTE 8, SHEET 1.1.

**B&A Engineers, Inc.**  
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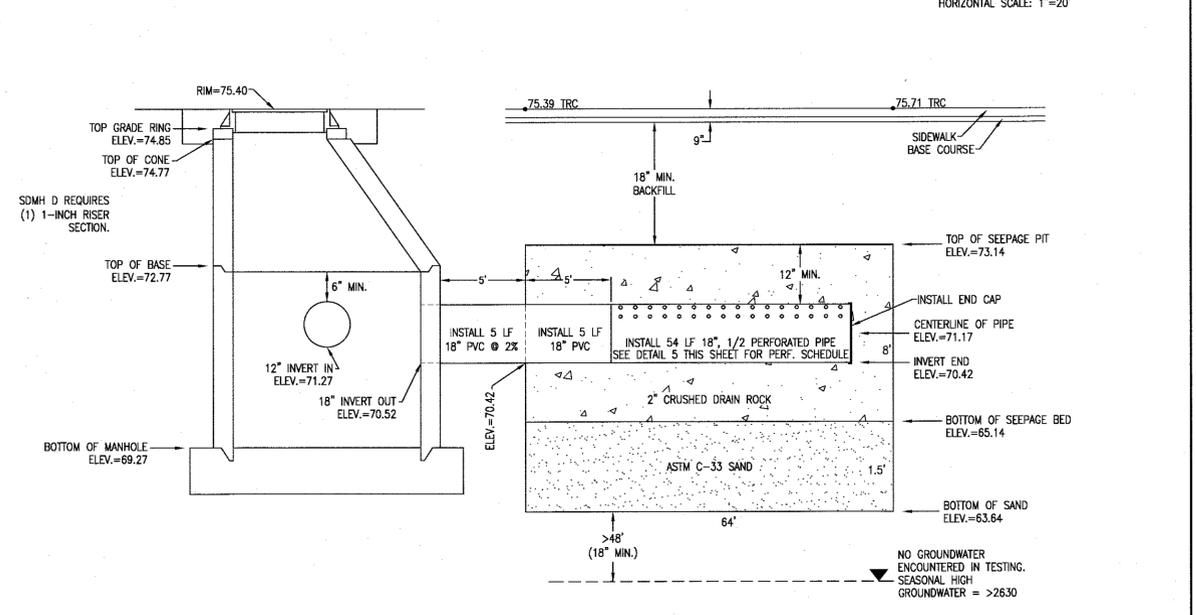
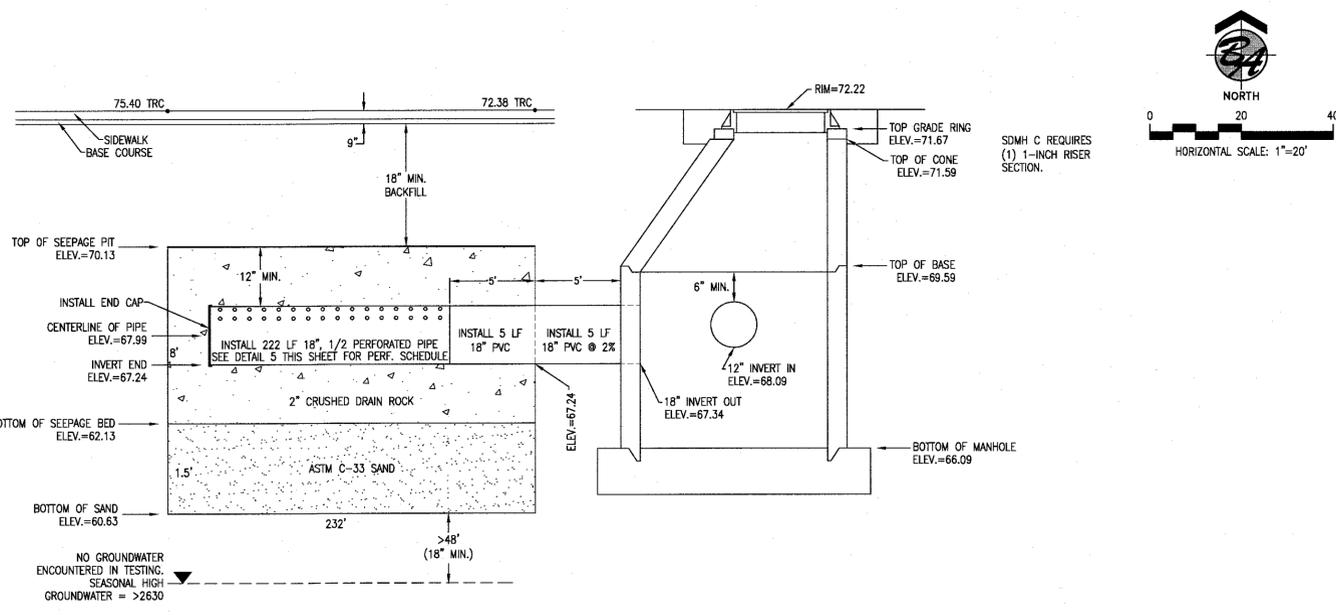
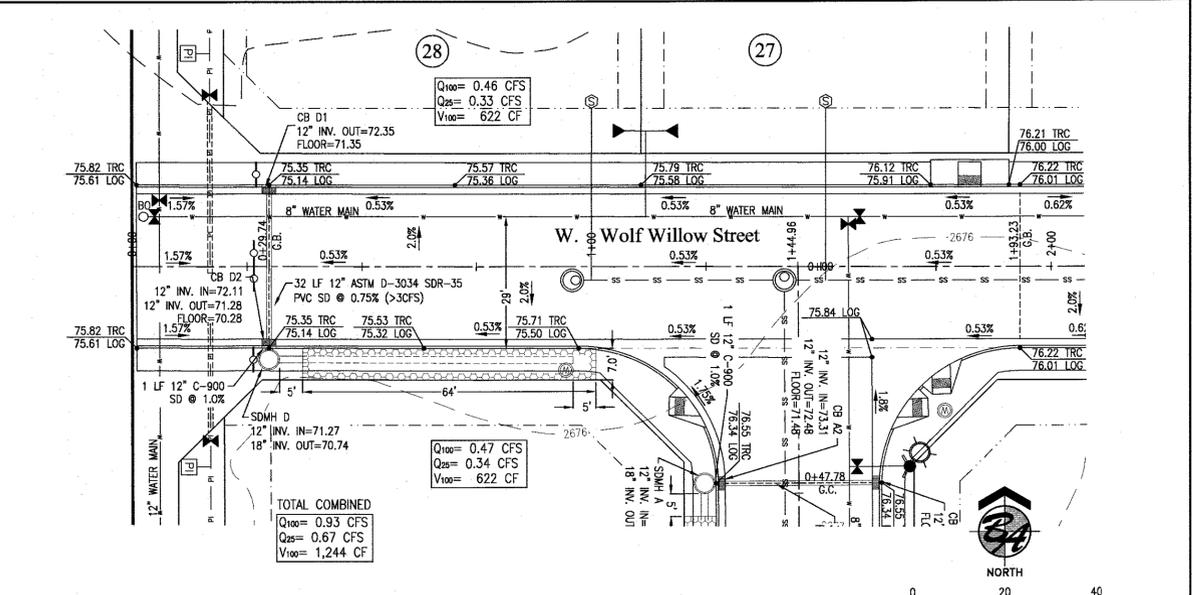
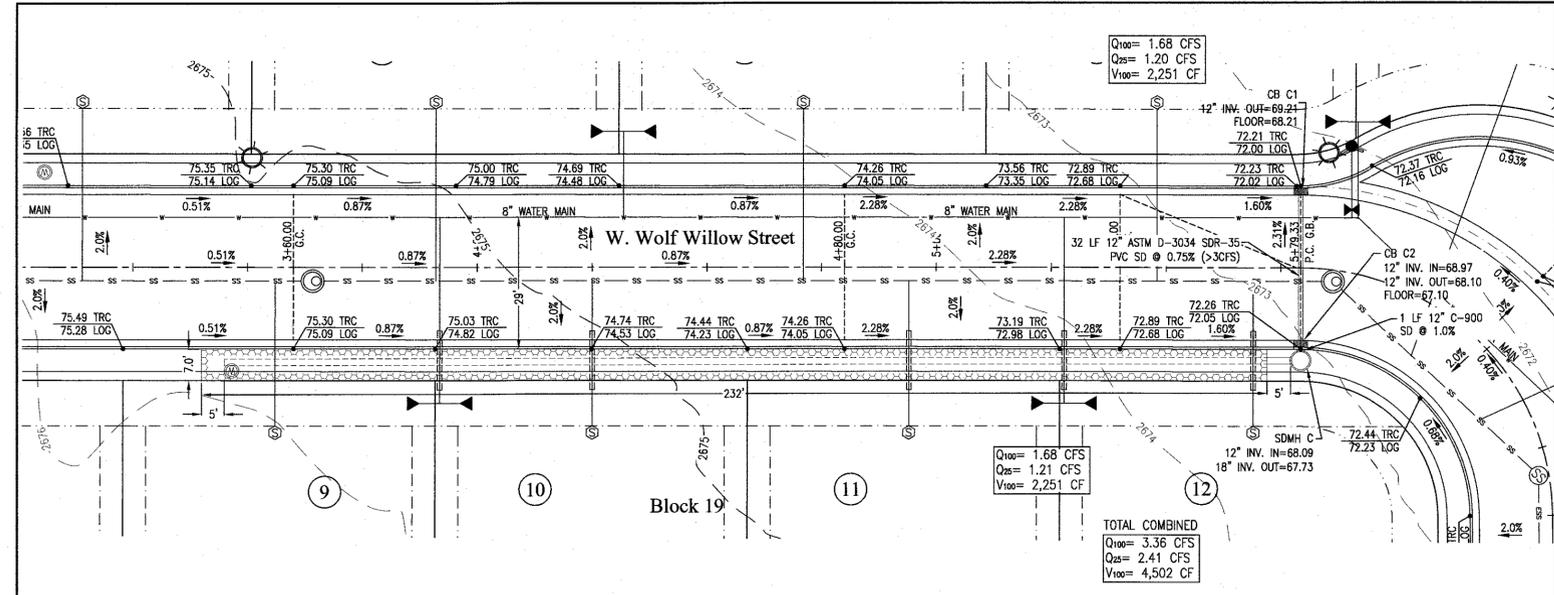
Storm Drainage Details  
Basin A & B  
Arbor Ridge Subdivision No. 7  
A PORTION OF THE NORTH HALF OF SECTION 14,  
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
KUNA CITY, ADA COUNTY, IDAHO.

REV.	DESC.	DATE	BY
1	ACHD COMMENTS DATED JULY 10, 2019	7/15/19	NJPL

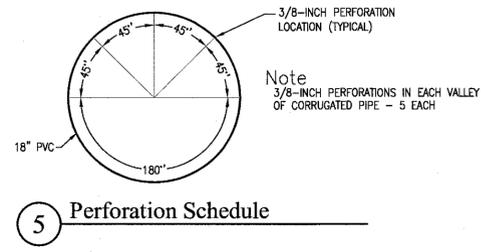
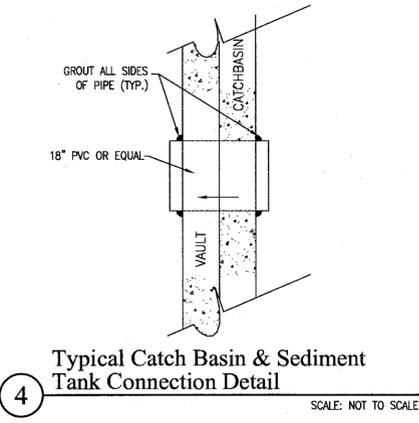
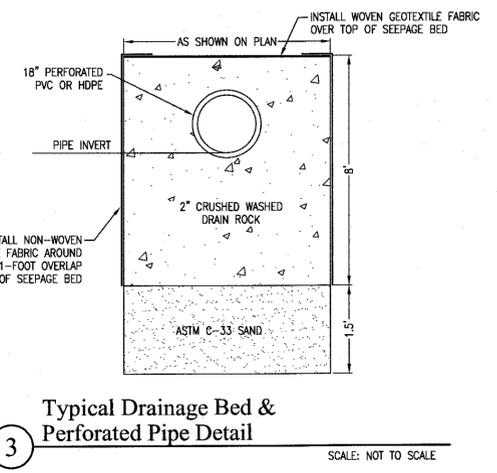
SCALE: AS SHOWN	DATE: FEBRUARY 1, 2019
DRAWN BY: K.M. KETTELLE	CHECKED BY: J.S. GRANNING
PROJECT NO. 20-16-FP	DRAWING FILE NAME: Arbor Ridge 7 Const Plans.dwg

SHEET NO: 4



1 Basin C Seepage Bed Detail  
SCALE: NOT TO SCALE

2 Basin D Seepage Bed Detail  
SCALE: NOT TO SCALE



3 Typical Drainage Bed & Perforated Pipe Detail  
SCALE: NOT TO SCALE

4 Typical Catch Basin & Sediment Tank Connection Detail  
SCALE: NOT TO SCALE

5 Perforation Schedule

Notes

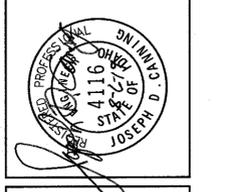
- REFER TO PLAN VIEW SHEET FOR MORE INFORMATION.
- BASED ON TEST PIT FINDINGS, BEDROCK WILL BE ENCOUNTERED (APPROXIMATELY BETWEEN 2 AND 6- FEET BELOW SURFACE) AND BLASTING TO CREATE DRAINAGE IS CERTAIN.
- AFTER THE BLASTING, INFILTRATION TESTING IS MANDATORY. THE CONTRACTOR IS TO HAVE PERCOLATION TESTING PERFORMED BY SOILS ENGINEER AFTER SEEPAGE TRENCH IS FULLY EXCAVATED. IF THE PERCOLATION TEST IS LESS THAN SPECIFIED BY THE SOILS REPORT AND ENGINEER, CONTRACTOR MAY NEED ADDITIONAL BLASTING OR BORING TO CREATE CONDUIT FOR DRAINAGE TO OCCUR OR REDESIGN THE SYSTEM TO ACHIEVE THE REQUIRED INFILTRATION.
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- INSTALL STORM DRAIN MANHOLE PER ACHD SUPPLEMENTAL STD. DWG. SD-611 WITH MANHOLE FRAME AND COVER PER I.S.P.W.C. SD-616 AND SD-617.
- ELECTRONIC MARKERS ARE REQUIRED AT EACH CORNER OF AN UNDERGROUND INFILTRATION SYSTEM. CONTRACTOR TO COORDINATE WITH ACHD THE INSPECTION FOR PLACEMENT OF SAID MARKERS PRIOR TO BACKFILLING. ACHD IS CURRENTLY SUPPLYING THE DEVICES.
- CONTACT ACHD FOR INSPECTION. SEE ACHD GENERAL NOTE 8, SHEET 1.1.

Plans Are Accepted For Public Street Construction

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BY: *Michael Albert* DATE: 9-11-19  
ADA COUNTY HIGHWAY DISTRICT

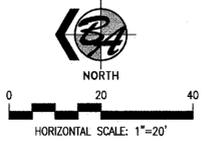
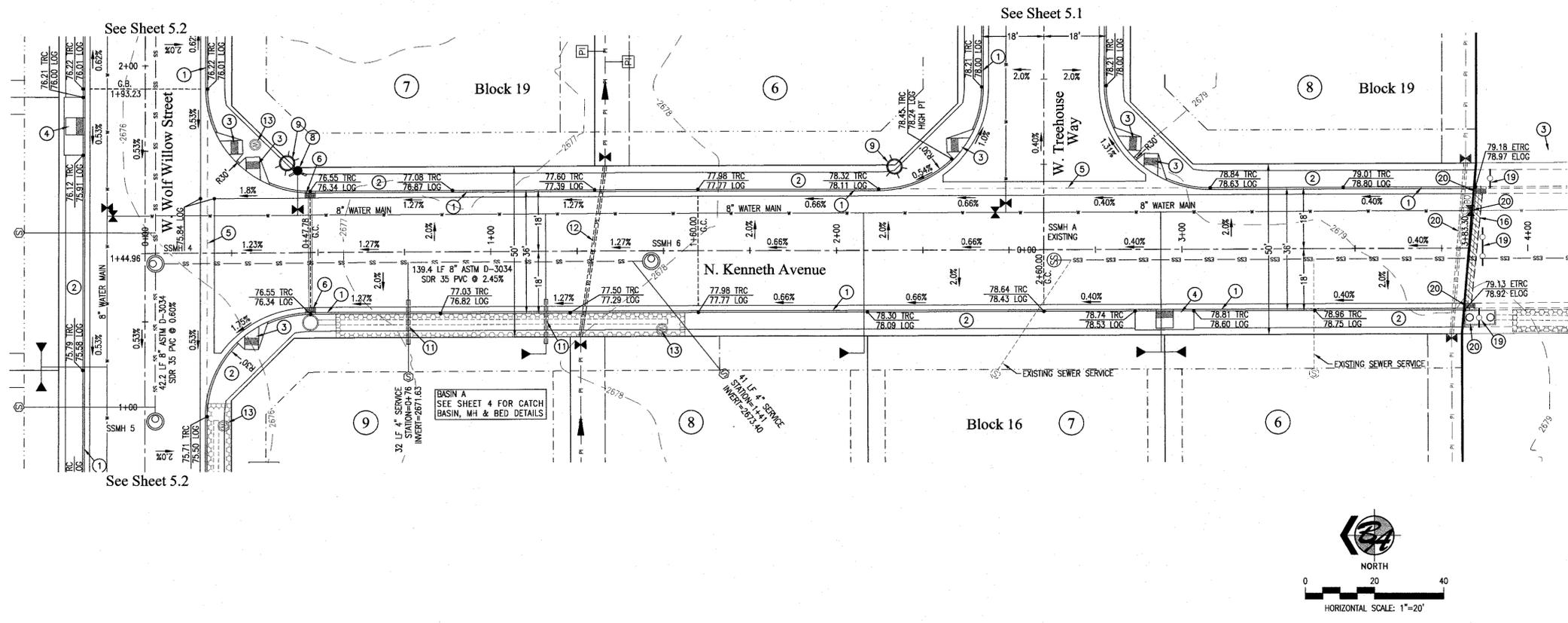
**B&A Engineers, Inc.**  
Consulting Engineers, Surveyors & Planners  
5505 W. Franklin Rd. Boise, Id. 83705  
(208) 343-3381



Storm Drainage Details  
Basin C & D  
Arbor Ridge Subdivision No. 7  
A PORTION OF THE NORTH HALF OF SECTION 14,  
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
KUNA CITY, ADA COUNTY, IDAHO.

REV.	DESC.	DATE	BY
1	ACHD COMMENTS DATED	JULY 10, 2019	7/15/19/NPL

SCALE: AS SHOWN  
DATE: FEBRUARY 1, 2019  
DRAWN BY: K.M. RETELLE  
CHECKED BY: J. J. CANNING  
PROJECT NO.: AC21  
DRAWING FILE NAME: Arbor Ridge 7 Const Plans.dwg



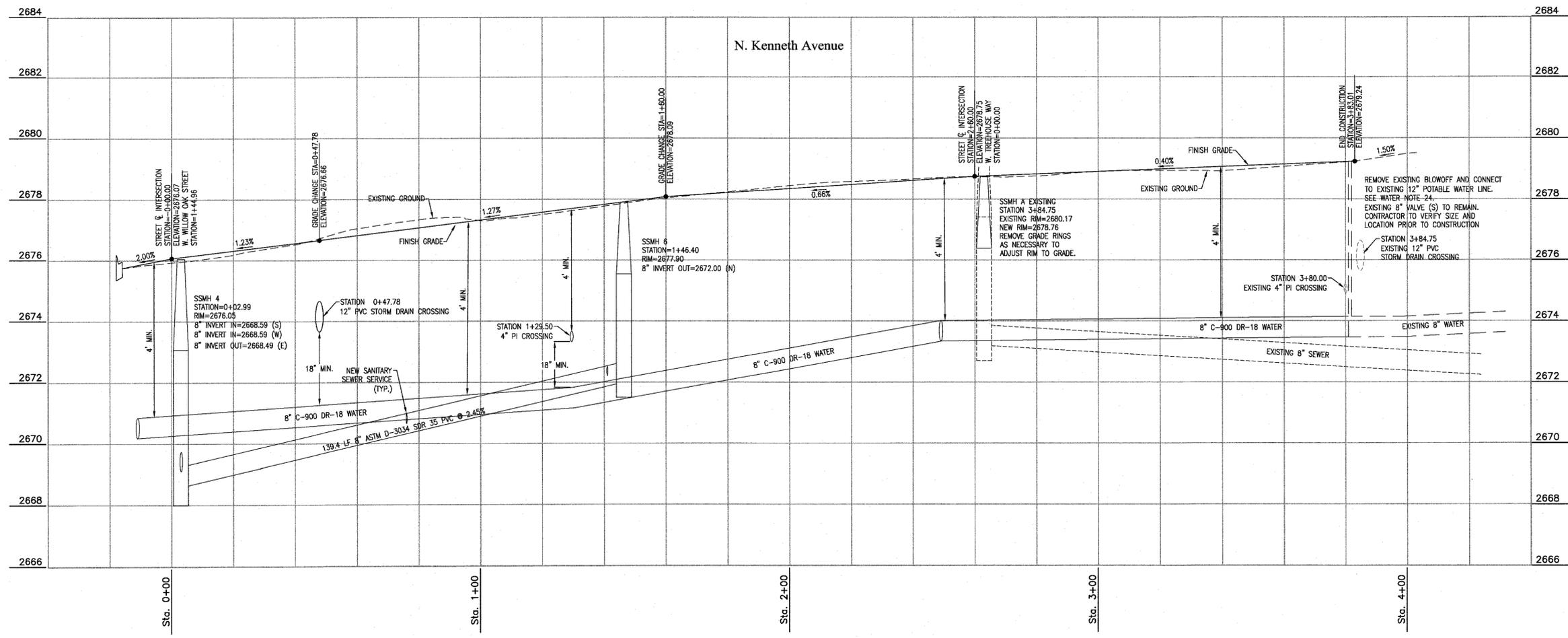
**Keynotes**

1. CONSTRUCT 3" ROLLED CURB AND GUTTER IN ACCORDANCE ACHD SUPPLEMENTAL STANDARD DRAWING SD-702. SEE DETAIL 2, SHEET 6.
2. CONSTRUCT 5'-0" CONCRETE SIDEWALK IN ACCORDANCE WITH ACHD SUPPLEMENTAL STANDARD DRAWING SD-709
3. CONSTRUCT PEDESTRIAN RAMP IN ACCORDANCE WITH THE ACHD SUPPLEMENTAL STANDARD DRAWING SD-712-H-4. SEE DETAIL 3, SHEET 6.
4. CONSTRUCT TYPE "G" MID-BLOCK PEDESTRIAN RAMP IN ACCORDANCE WITH I.S.P.W.C. STANDARD DRAWING SD-712-G. SEE DETAIL 3, SHEET 6.
5. CONSTRUCT VALLEY GUTTER IN ACCORDANCE WITH ACHD SUPPLEMENTAL STANDARD DRAWING SD-708. SEE DETAIL 5, SHEET 6.
6. INSTALL INLET CATCH BASIN, TYPE IV, FOR ROLLED CURB (OR EQUAL) IN ACCORDANCE WITH ACHD SUPPLEMENTAL STANDARD DRAWING SD-604-A.
7. INSTALL 2" WATER MAIN BLOW-OFF VALVE IN ACCORDANCE WITH KUNA CITY STANDARD DRAWING KIRR-405. SEE DETAIL 7, SHEET 6.1.
8. INSTALL FIRE HYDRANT IN ACCORDANCE WITH I.S.P.W.C. STANDARD DRAWING SD-404. SEE DETAIL 2, SHEET 6.1.
9. INSTALL LED STREET LIGHT PER KUNA CITY STANDARD DRAWING KSD-1116. SEE DETAIL 3, SHEET 6.2.
10. REMOVE EXISTING BLOW-OFF AND CONNECT NEW POTABLE WATER MAINLINE TO THE EXISTING POTABLE WATER MAINLINE. SEE WATER NOTE 24.
11. INSTALL SLEEVE AROUND SERVICE THROUGH SEEPAGE BED, PER ACHD STORMWATER DESIGN MANUAL, DETAIL 12. SEE DETAIL 6, SHEET 6.
12. INSTALL PIPE SLEEVE WITHIN RIGHT-OF-WAY PER DETAIL 6, SHEET 6.
13. INSTALL GROUND WATER OBSERVATION WELL (MONITORING WELL) PER ACHD STD DWG SD-627. SEE DETAIL 4, SHEET 6.2.
14. INSTALL TYPE II TERMINUS BARRICADE W/KICK PLATE AT BASE FOR CANE DETECTION, AS PER MUTCD PROVISIONS SECTION 6D.02 AND ACHD SUPPLEMENTAL DRAWING SD-1132-A.
15. INSTALL TYPE III TERMINUS BARRICADE STATING "THIS ROAD WILL BE EXTENDED IN THE FUTURE", AS PER ACHD SUPPLEMENTAL DRAWING SD-1132-B.
16. SAWCUT, REMOVE, AND REPLACE APPROXIMATELY 64 SF OF EXISTING ASPHALT. SAWCUT TO BE A MINIMUM OF 2' WIDE. SEE DETAIL 4, SHEET 6.
17. SAWCUT, REMOVE, AND REPLACE APPROXIMATELY 64 SF OF EXISTING ASPHALT. SAWCUT TO BE A MINIMUM OF 2' WIDE. SEE DETAIL 4, SHEET 6.
18. SAWCUT, REMOVE, AND REPLACE APPROXIMATELY 72 SF OF EXISTING ASPHALT. SAWCUT TO BE A MINIMUM OF 2' WIDE. SEE DETAIL 4, SHEET 6.
19. REMOVE EXISTING TERMINUS BARRICADES.
20. RETAIN AND PROTECT EXISTING UTILITIES.

**B&A Engineers, Inc.**  
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**Plan/Profile - N. Kenneth Avenue**  
**Arbor Ridge Subdivision No. 7**  
A PORTION OF THE NORTH HALF OF SECTION 14,  
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
KUNA CITY, ADA COUNTY, IDAHO.



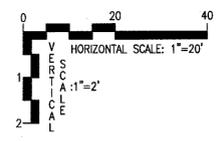
Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: *Paul A. Stevens, P.E.*  
Paul A. Stevens, P.E.  
Kuna City Engineer  
Date: 17 SEPT 2019

**Plans Are Accepted For Public Street Construction**

By stamping and signing this improvement plan, the Registered Engineer assures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

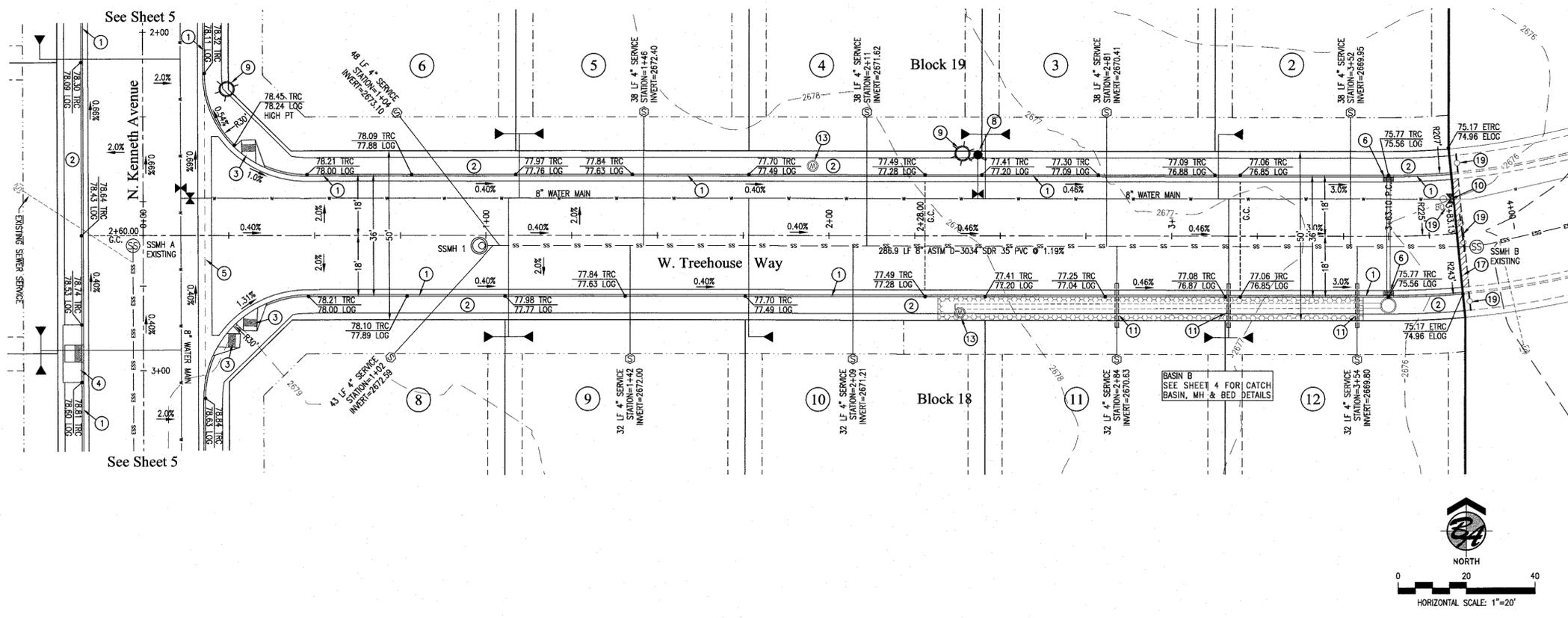
By: *Michael Alvord* DATE: 9-11-19  
ADA COUNTY HIGHWAY DISTRICT



REVISIONS	DATE	BY
REV. 1	7/15/19	ANFL
DESC.		
ACHD COMMENTS DATED JULY 10, 2019		

SCALE: AS SHOWN	DATE: FEBRUARY 1, 2019
DRAWN BY: K.M. RETELLE	CHECKED BY: J.C. GANNING
PROJECT NO. 14371	DRAWING FILE NAME: Arbor_Ridge_7_Const_Plans.dwg
SHEET NO: <b>5</b>	



**Keynotes**

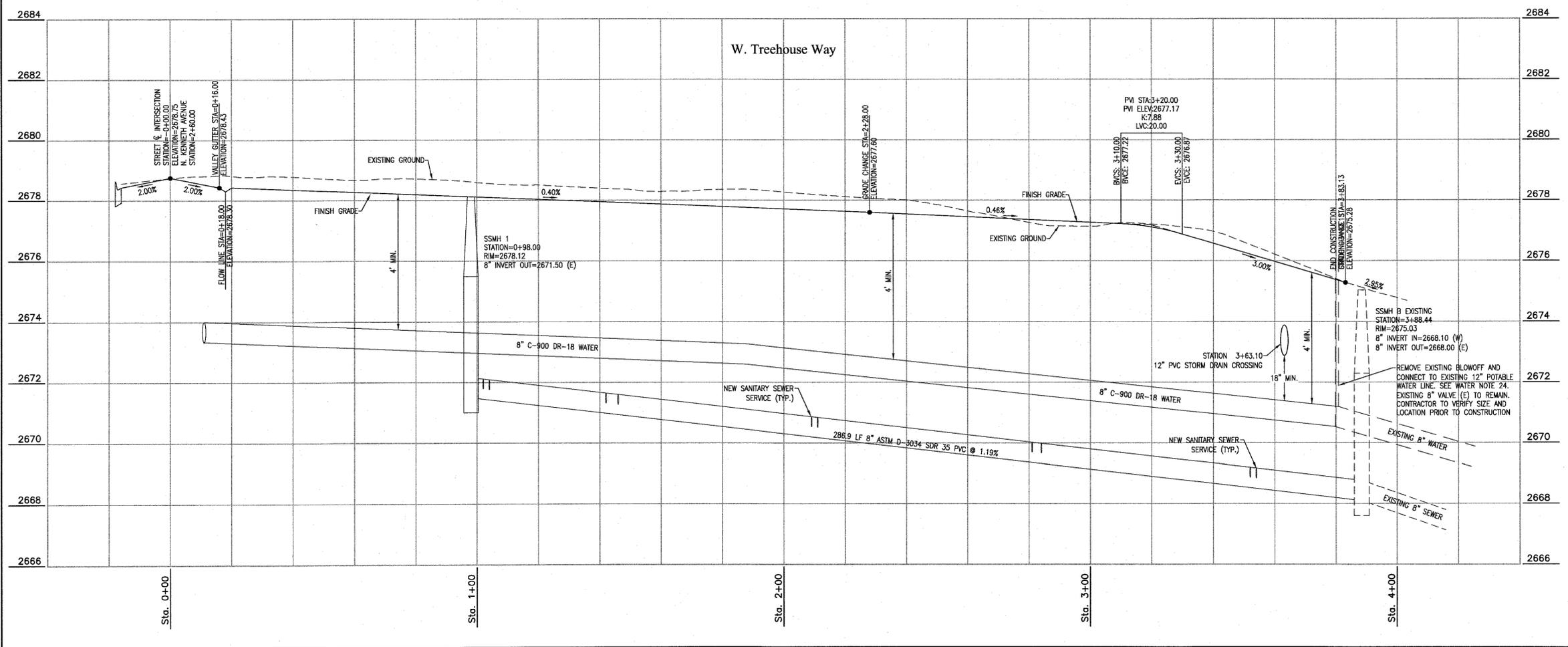
1. CONSTRUCT 3" ROLLED CURB AND GUTTER IN ACCORDANCE ACHD SUPPLEMENTAL STANDARD DRAWING SD-702. SEE DETAIL 2, SHEET 6.
2. CONSTRUCT 5'-0" CONCRETE SIDEWALK IN ACCORDANCE WITH ACHD SUPPLEMENTAL STANDARD DRAWING SD-709.
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 5505 W. Franklin Rd. Boise, Id. 83705  
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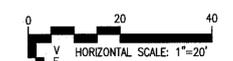
**ARBOR RIDGE SUBDIVISION NO. 7**  
 A PORTION OF THE NORTH HALF OF SECTION 14,  
 TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
 KUNA CITY, ADA COUNTY, IDAHO.

**Plan/Profile - W. Treehouse Way**  
**Arbor Ridge Subdivision No. 7**  
 A PORTION OF THE NORTH HALF OF SECTION 14,  
 TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
 KUNA CITY, ADA COUNTY, IDAHO.



Water, sewer and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: *Paul A. Stevens, P.E.*  
 Paul A. Stevens, P.E.  
 Kuna City Engineer  
 Date: 17 SEPT 2019



**Plans Are Accepted For Public Street Construction**

By stamping and signing the improvement plans, the Registered Engineer certifies that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY: *Michael Alperin* DATE: 9-11-19  
 ADA COUNTY HIGHWAY DISTRICT

REV.	DESC.	DATE	BY
A	ACHD COMMENTS DATED JULY 10, 2019	7/15/19/NPL	

SCALE:	AS SHOWN
DATE:	FEBRUARY 1, 2019
DRAWN BY:	DETTLE
CHECKED BY:	J.D. CANNING
PROJECT NO.:	10521
DRAWING FILE NAME:	Arbor Ridge 7 Const Plans.dwg

SHEET NO:  
**5.1**



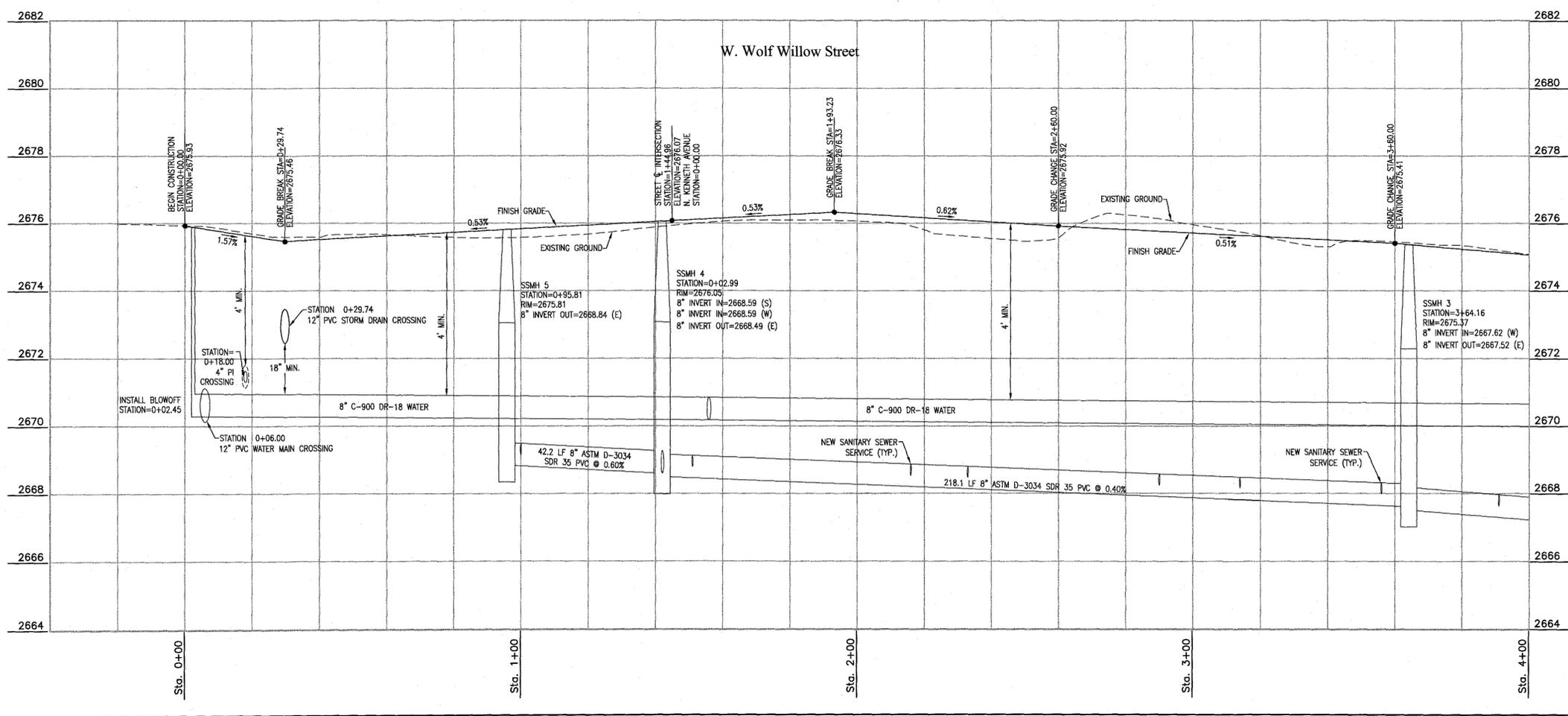
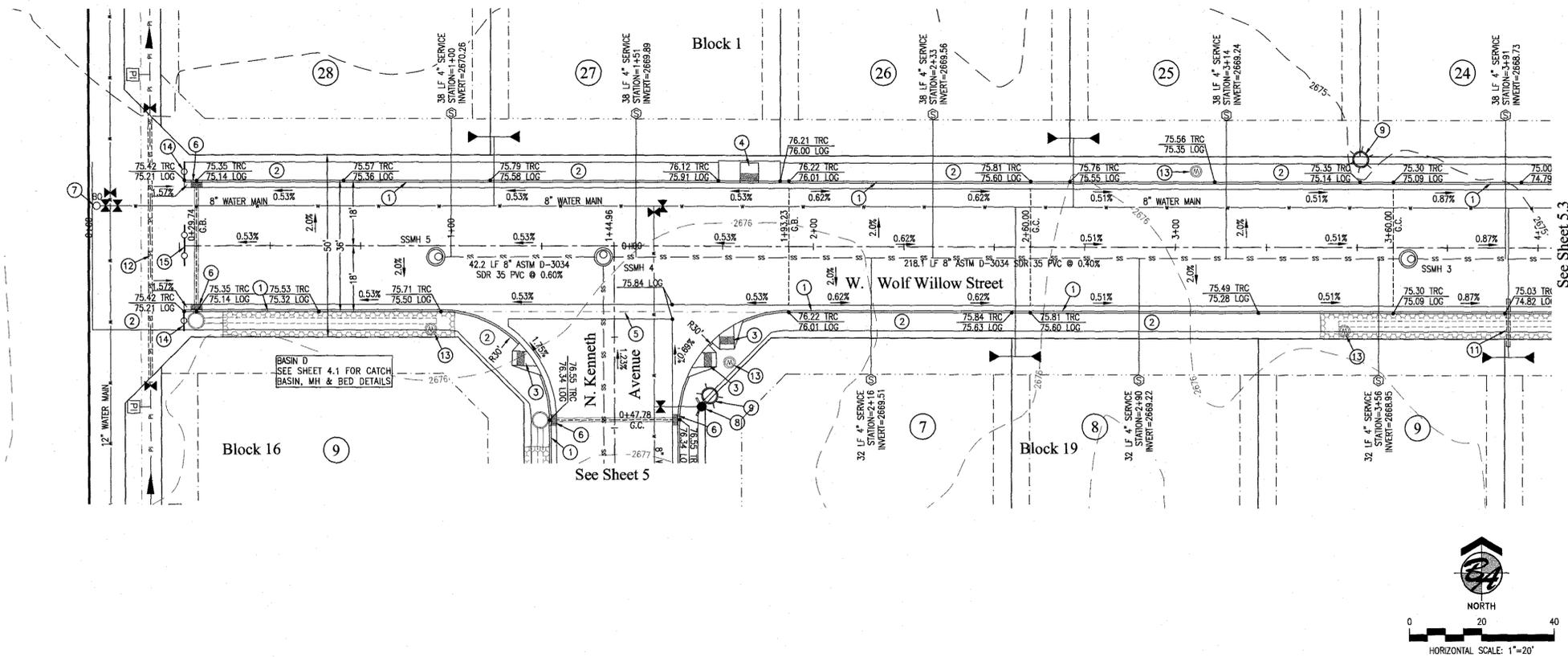
Plan/Profile - W. Wolf Willow Street  
Arbor Ridge Subdivision No. 7  
A PORTION OF THE NORTH HALF OF SECTION 14,  
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
KUNA CITY, ADA COUNTY, IDAHO.

REV.	DESC.	DATE (BY)
A	ACHD COMMENTS DATED JULY 10, 2019	7/15/19/NPL
B	CITY OF KUNA COMMENTS DATED JULY 15, 2019	8/5/19/NPL
C	ACHD COMMENTS DATED AUGUST 19, 2019	8/20/19/NPL

SCALE: AS SHOWN	DATE: FEBRUARY 1, 2019
DRAWN BY: K.M. KETTELLE	CHECKED BY: J.D. CANNING
PROJECT NO. J021	DRAWING FILE NAME: Plans.dwg

SHEET NO:  
**5.2**

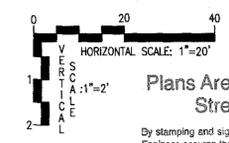
- Keynotes**
- CONSTRUCT 3" ROLLED CURB AND GUTTER IN ACCORDANCE ACHD SUPPLEMENTAL STANDARD DRAWING SD-702. SEE DETAIL 2, SHEET 6.
  - CONSTRUCT 5'-0" CONCRETE SIDEWALK IN ACCORDANCE WITH ACHD SUPPLEMENTAL STANDARD DRAWING SD-709.
  - CONSTRUCT PEDESTRIAN RAMP IN ACCORDANCE WITH THE ACHD SUPPLEMENTAL STANDARD DRAWING SD-712-H-4. SEE DETAIL 3, SHEET 6.
  - CONSTRUCT TYPE "C" MID-BLOCK PEDESTRIAN RAMP IN ACCORDANCE WITH I.S.P.W.C. STANDARD DRAWING SD-712-G. SEE DETAIL 3, SHEET 6.
  - CONSTRUCT VALLEY GUTTER IN ACCORDANCE WITH ACHD SUPPLEMENTAL STANDARD DRAWING SD-708. SEE DETAIL 5, SHEET 6.
  - INSTALL INLET CATCH BASIN, TYPE IV, FOR ROLLED CURB (OR EQUAL) IN ACCORDANCE WITH ACHD SUPPLEMENTAL STANDARD DRAWING SD-604-A.
  - INSTALL 2" WATER MAIN BLOW-OFF VALVE IN ACCORDANCE WITH KUNA CITY STANDARD DRAWING KRR-405. SEE DETAIL 7, SHEET 6.1.
  - INSTALL FIRE HYDRANT IN ACCORDANCE WITH I.S.P.W.C. STANDARD DRAWING SD-404. SEE DETAIL 2, SHEET 6.1.
  - INSTALL LED STREET LIGHT PER KUNA CITY STANDARD DRAWING KSD-1116. SEE DETAIL 3, SHEET 6.2.
  - REMOVE EXISTING BLOW-OFF AND CONNECT NEW POTABLE WATER MAINLINE TO THE EXISTING POTABLE WATER MAINLINE. SEE WATER NOTE 24.
  - INSTALL SLEEVE AROUND SERVICE THROUGH SEEPAGE BED, PER ACHD STORMWATER DESIGN MANUAL, DETAIL 12. SEE DETAIL 6, SHEET 6.
  - INSTALL PIPE SLEEVE WITHIN RIGHT-OF-WAY PER DETAIL 6, SHEET 6.
  - INSTALL GROUND WATER OBSERVATION WELL (MONITORING WELL) PER ACHD STD DWG SD-627. SEE DETAIL 4, SHEET 6.2.
  - INSTALL TYPE II TERMINUS BARRICADE W/KICK PLATE AT BASE FOR CANE DETECTION, AS PER MUTCD PROVISIONS SECTION 6D.02 AND ACHD SUPPLEMENTAL DRAWING SD-1132-A.
  - INSTALL TYPE III TERMINUS BARRICADE STATING "THIS ROAD WILL BE EXTENDED IN THE FUTURE", AS PER ACHD SUPPLEMENTAL DRAWING SD-1132-B.
  - SAWCUT, REMOVE, AND REPLACE APPROXIMATELY 64 SF OF EXISTING ASPHALT. SAWCUT TO BE A MINIMUM OF 2' WIDE. SEE DETAIL 4, SHEET 6.
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  - SAWCUT, REMOVE, AND REPLACE APPROXIMATELY 72 SF OF EXISTING ASPHALT. SAWCUT TO BE A MINIMUM OF 2' WIDE. SEE DETAIL 4, SHEET 6.
  - REMOVE EXISTING TERMINUS BARRICADES.
  - RETAIN AND PROTECT EXISTING UTILITIES.



Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: *Paul A. Stevens, P.E.*  
Paul A. Stevens, P.E.  
Kuna City Engineer

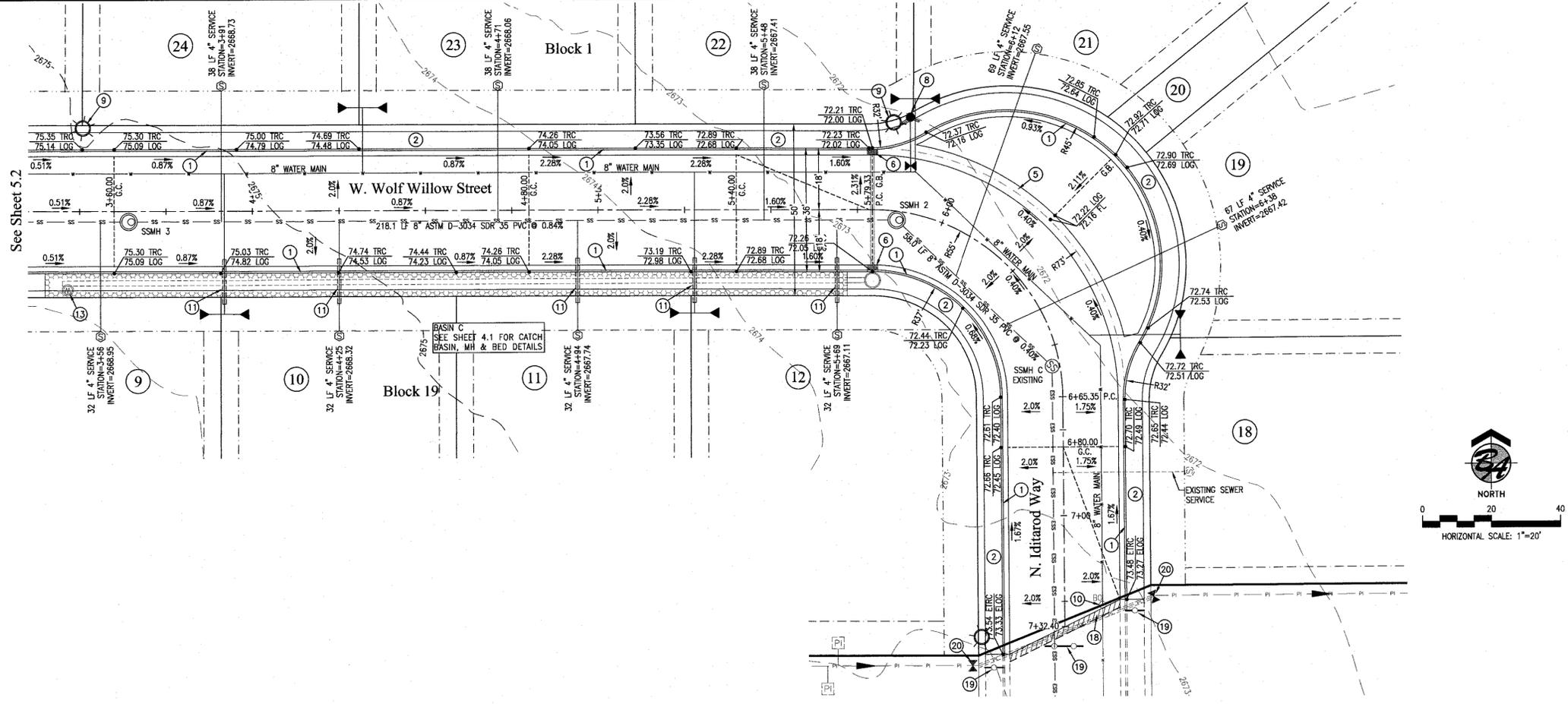
Date: 17 SEPT 2019



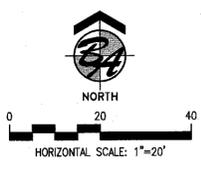
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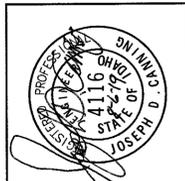
By: *Michael Abner* DATE: 9-11-19  
ADA COUNTY HIGHWAY DISTRICT



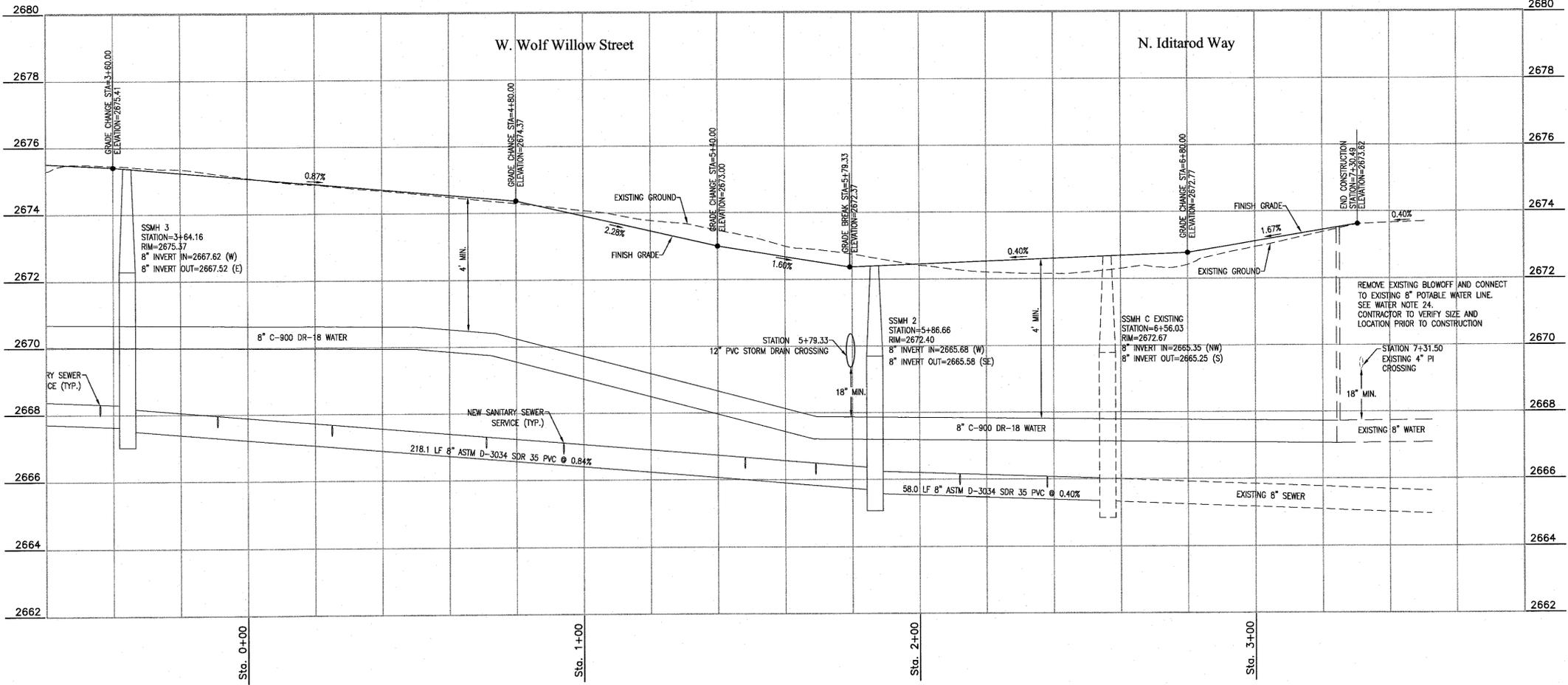
- ### Keynotes
1. CONSTRUCT 3" ROLLED CURB AND GUTTER IN ACCORDANCE ACHD SUPPLEMENTAL STANDARD DRAWING SD-702. SEE DETAIL 2, SHEET 6.
  2. CONSTRUCT 5'-0" CONCRETE SIDEWALK IN ACCORDANCE WITH ACHD SUPPLEMENTAL STANDARD DRAWING SD-709
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  10. REMOVE EXISTING BLOW-OFF AND CONNECT NEW POTABLE WATER MAINLINE TO THE EXISTING POTABLE WATER MAINLINE. SEE WATER NOTE 24.
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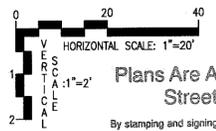


Plan/Profile - W. Wolf Willow Street  
**Arbor Ridge Subdivision No. 7**  
A PORTION OF THE NORTH HALF OF SECTION 14,  
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
KUNA CITY, ADA COUNTY, IDAHO.



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By: *Paul A. Stevens*  
Paul A. Stevens, P.E.  
Kuna City Engineer  
Date: 17 SEPT 2019



**Plans Are Accepted For Public Street Construction**

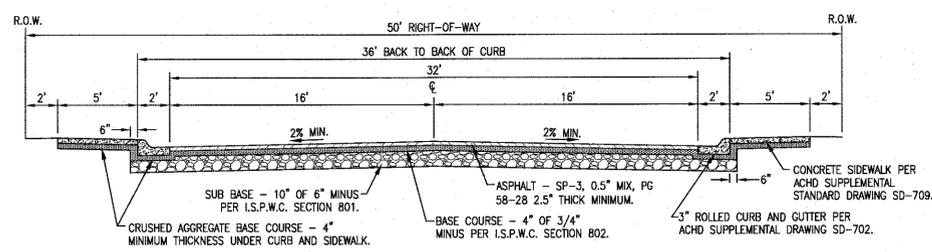
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By: *Michael Abrahm* DATE: 9-11-19  
ADA COUNTY HIGHWAY DISTRICT

REV.	DESC.	DATE/BY

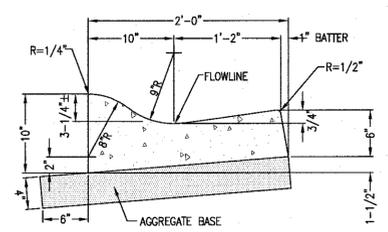
SCALE: AS SHOWN	DATE: FEBRUARY 1, 2019
DRAWN BY: K.M. KETTELLE	CHECKED BY: J.D. CANNING
PROJECT NO. 10271	DRAWING FILE NAME: Plans.dwg
Arbor Ridge 7 Const	

SHEET NO:  
**5.3**

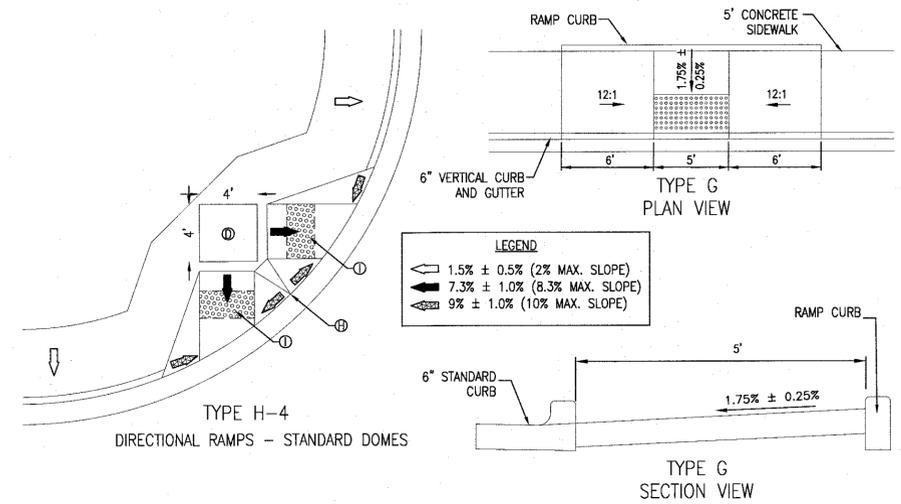


1 Typical Local Street Section  
NOT TO SCALE

- NOTES:**
- GRADE AND ALIGNMENT TO BE ESTABLISHED OR APPROVED BY THE ENGINEER AND THE PUBLIC AGENCY HAVING JURISDICTION.
  - BASE: 4-INCH COMPACTED DEPTH OF 3/4-INCH MINUS CRUSHED AGGREGATE BASE MATERIAL, PLACED AS SPECIFIED AND PAID UNDER SECTION-802 ISPWC; COMPACTED TO EXCEED 95% OF STANDARD PROCTOR.
  - 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (ASHTO M 213) AT TERMINAL POINTS OF RADII.
  - CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS AT 10-FOOT MAXIMUM SPACING (OR CONSISTENT WITH 2x SIDEWALK WIDTH FOR SCORE SPACING.)
  - MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPWC SPECIFICATIONS.
  - BACKFILL AS PER ISPWC SECTION-706.
  - SECURE RIGHT-OF-WAY PERMIT BEFORE BEGINNING CONSTRUCTION IN PUBLIC RIGHT-OF-WAY.
  - USE ROLLED CURB IN RESIDENTIAL AREAS. WHEN LOCAL JURISDICTION REQUIRES VERTICAL CURB AT INTERSECTIONS VERTICAL CURB LENGTH TO BE FULL RADIUS PLUS 5 FEET AT EACH END. TRANSITION LENGTH FROM ROLLED CURB TO VERTICAL CURB 2 FEET.



2 Typical 3" Rolled Curb And Gutter  
REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, ACHD SUPPLEMENTAL STD DWG. SD-702 NOT TO SCALE



- NOTES:**
- RAMPS FOR CORNERS WITH A MIN. 15' RADII AND UTILIZING ROLLED CURB
  - RAMPS ARE CONTAINED WITHIN THE CURB RADIUS
  - RAMP DIMENSIONS  
CURB TYPE = STANDARD 3-INCH ROLLED PER ISPWC SD-702  
THROAT DEPTH = 4-FOOT FROM FACE OF CURB  
THROAT WIDTH = 4-FOOT MINIMUM  
WING = 3-FEET TRAVERSABLE  
WING = 1.5 FEET NON TRAVERSABLE
  - RAMPS REQUIRE A MINIMUM 4 FOOT X 4 FOOT LANDING IN SIDEWALK @ 1.5% ± 0.5% (2% MAX. SLOPE)
  - RAMPS SHALL NOT EXCEED 12:1 (8.3%) SLOPE & TRAVERSABLE WINGS 10:1 (10%)
  - NON TRAVERSABLE AREA - PATTERNED CONCRETE\LAWN\GRAVEL\ETC.
  - 4 FOOT X 4 FOOT FLAT STREET SIDE LANDING REQUIRED
  - CURB IS NOT REQUIRED TO BE FULL - HEIGHT
  - TRUNCATED DOMES SHALL BE INSTALLED IN ALL PEDESTRIAN RAMPS LOCATED WITHIN THE RIGHT-OF-WAY PER I.S.P.W.C. SD-712. DOMES SHALL BE RIGID INSERTS WE-SET INTO CONCRETE (CONCRETE STAMPS AND ADHESIVE MATS NOT ALLOWED) AND SHALL BE COLORED "TRAFFIC YELLOW".

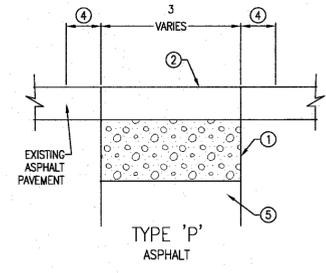
3 Pedestrian Ramp SD-712-H4 & Mid Block Ramp SD-712-G  
REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION - ACHD SUPPLEMENT, STD DWG. SD-712-H NOT TO SCALE  
REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION - MID BLOCK RAMP ISPWC SD-712-G

**UTILITY WORK NOTES:**

- ACTUAL FIELD CONDITIONS DURING TRENCHING MAY REQUIRE ADDITIONAL PAVEMENT REPAIR BEYOND THE LIMITS SHOWN ON THE PLAN. THE FOLLOWING CONDITIONS ARE LISTED IN SECTION 6000 OF THE ACHD POLICY MANUAL.
- ALL ASPHALT MATCH LINES FOR PAVEMENT REPAIR SHALL BE PARALLEL TO THE CENTERLINE OF THE STREET AND INCLUDE ANY AREA DAMAGED BY EQUIPMENT DURING TRENCHING OPERATIONS.
  - IF THE CUMULATIVE DAMAGED PAVEMENT AREA EXCEEDS 50% OF THE TOTAL ROAD SURFACE, CONTRACTOR SHALL REPLACE THE ENTIRE ROADWAY SURFACE.
  - CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO ENSURE MATCH LINE DOES NOT FALL WITHIN THE WHEEL PATH OF A LANE. MATCH LINE SHALL ONLY FALL IN THE CENTER OR EDGE OF A TRAVEL LANE.
  - FLOWABLE FILL OR IMPORTED MATERIAL MAY BE REQUIRED IF THE NATIVE TRENCH MATERIAL IS DEEMED UNSUITABLE BY ACHD INSPECTOR, DOES NOT MEET COMPACTION STANDARDS, OR TIME IS A CRITICAL FACTOR.
  - ANY EXCEPTIONS TO THESE RULES SHALL BE PRE-APPROVED IN WRITING BY DISTRICT STAFF BEFORE CONSTRUCTION BEGINS.

**LEGEND**

- 3/4" MINUS CRUSHED AGGREGATE BASE COURSE 8" FOR LOCAL ROADS, 12" FOR ARTERIAL OR COLLECTOR ROADS OR MATCH THE THICKNESS OF EXISTING GRAVEL, WHICHEVER IS GREATER.
- PRINCIPLE ARTERIAL ROADWAYS SHALL BE PAVED 5" THICK, IN 2 EQUAL LIFTS, AS A MINIMUM. MINOR ARTERIAL ROADWAYS, COLLECTOR, LOCAL, COMMERCIAL, AND LOCAL INDUSTRIAL ROADWAYS SHALL BE PAVED BACK 3" THICK, AS A MINIMUM. LOCAL RESIDENTIAL ROADWAYS AND ALLEYS SHALL BE PAVED BACK 2.5" AS A MINIMUM.
- FULL PANEL REPLACEMENT REQUIRED FOR SURFACE RESTORATION. 2' CUTS ALLOWED ONLY ADJACENT TO CURBS.
- CUT ASPHALT IN NEAT STRAIGHT LINE 12" FROM THE EDGE OF TRENCH, UNLESS OTHERWISE SPECIFIED.
- COMPACTED TRENCH BACKFILL AS PER SD-301 AND SECTION-306 OF THESE SPECIFICATIONS.

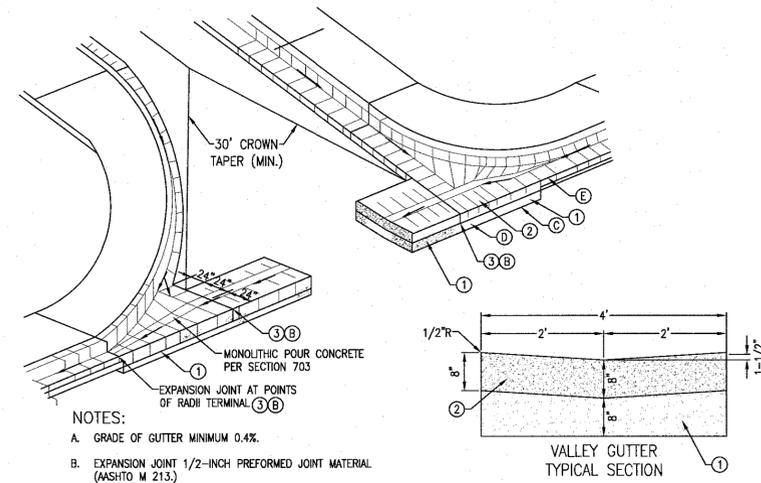


- NOTES:**
- REFER TO SECTION-307 FOR MATERIALS AND WORKMANSHIP REQUIREMENTS.
  - PATCH WIDTHS ARE NEVER TO BE LESS THAN 4' IN WIDTH. LOCATE THE MATCH OF THE NEW TO EXISTING PAVEMENT OUT OF THE VEHICLE WHEEL PATH OF THE STREET. 2' CUTS ALLOWED ONLY ADJACENT TO CURBS.
  - CONCRETE PAVEMENT MUST BE REPLACED IN FULL PANELS UNLESS AUTHORIZED IN WRITING BY ACHD.
  - TACK ALL COLD JOINT SURFACES WITH EMULSION WHICH HAS BEEN "BROKEN" PRIOR TO PATCHING.
  - THE ACHD DEVELOPMENT POLICY, SECTION 6000-CONSTRUCTION, INDICATES SPECIFIC MATERIAL THICKNESS PLACEMENT BASED ON ROADWAY CLASSIFICATION FOR STREET CUTS AND SURFACE REPAIRS. BETWEEN THE CONTENTS OF THE ISPWC AND ACHD DEVELOPMENT POLICY THE MOST STRINGENT (I.E. THE THICKEST SECTION) REQUIREMENT MUST BE MET FOR FIELD PAVEMENT ACCEPTANCE.
  - POTHOLE REPAIR NOT ALLOWED IN CONCRETE SECTIONS UNLESS AUTHORIZED IN WRITING BY ACHD.

**ASPHALT MATERIAL NOTES:**

- SUPER-PAVE IS REQUIRED FOR PRINCIPLE ARTERIAL ROADWAY SECTIONS.
- SP-5 ASPHALT USING PERFORMANCE GRADE (PG) OILS AT 64-28 AS A MINIMUM.

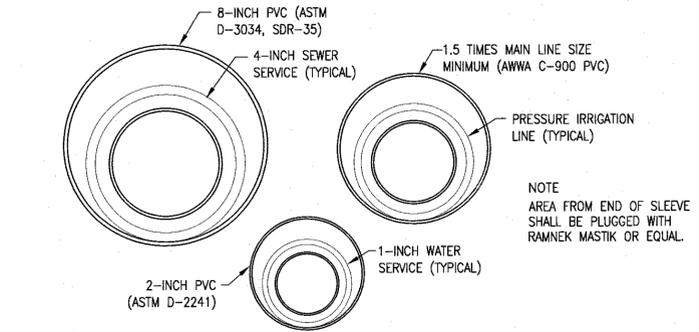
4 Street Cuts & Pavement Repair Details  
REF.: CURRENT EDITION IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, STD. DWG. SD-303. NOT TO SCALE (ACHD 2015 SUPPLEMENT REVISION)



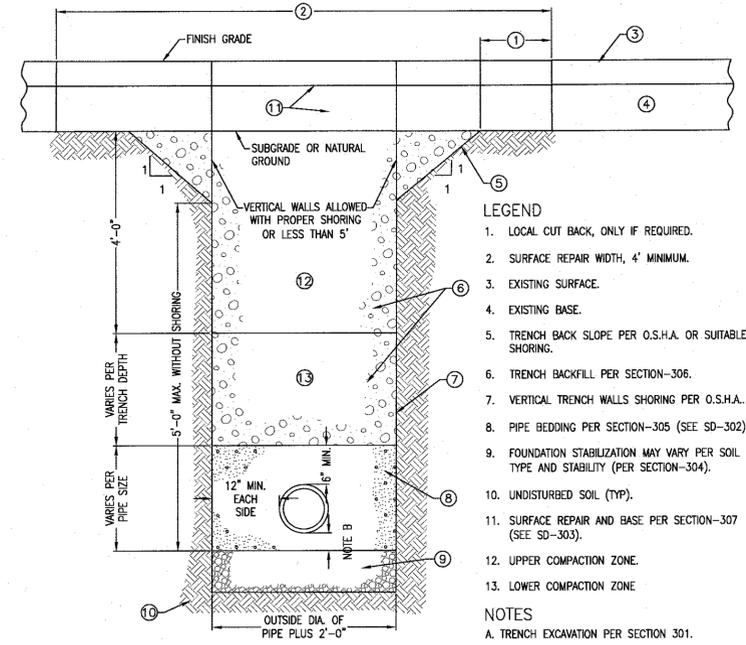
- NOTES:**
- GRADE OF GUTTER MINIMUM 0.4%.
  - EXPANSION JOINT 1/2-INCH PREFORMED JOINT MATERIAL (ASHTO M 213).
  - FILLET AND BASE SECTION THICKNESS SHALL MATCH THE VALLEY GUTTER, TYPICAL.
  - PAY LIMITS FOR VALLEY GUTTER.
  - FILLET DETAIL FOR CORNER RADIUS 15 FEET OR LESS.

- KEYNOTES:**
- 6" OF 3/4" MINUS CRUSHED AGGREGATE BASE MINIMUM.
  - CONCRETE.
  - 1/2" EXPANSION JOINT.

5 Typical Valley Gutter  
REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, ACHD SUPPLEMENTAL STD DWG. SD-708 NOT TO SCALE



6 Pipe Sleeve Section Detail  
NOT TO SCALE



- LEGEND**
- LOCAL CUT BACK, ONLY IF REQUIRED.
  - SURFACE REPAIR WIDTH, 4' MINIMUM.
  - EXISTING SURFACE.
  - EXISTING BASE.
  - TRENCH BACK SLOPE PER O.S.H.A. OR SUITABLE SHORING.
  - TRENCH BACKFILL PER SECTION-306.
  - VERTICAL TRENCH WALLS SHORING PER O.S.H.A.
  - PIPE BEDDING PER SECTION-305 (SEE SD-302).
  - FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (PER SECTION-304).
  - UNDISTURBED SOIL (TYP).
  - SURFACE REPAIR AND BASE PER SECTION-307 (SEE SD-303).
  - UPPER COMPACTION ZONE.
  - LOWER COMPACTION ZONE.
- NOTES**
- TRENCH EXCAVATION PER SECTION 301.
  - PIPE BEDDING PER SECTION 305.
  - BACKFILL AND COMPACTION PER SECTION 306.

7 Typical Trench Detail  
REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, STD DWG. SD-301 NOT TO SCALE

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BY: *Michael Aborn* DATE: 9-11-19  
ADA COUNTY HIGHWAY DISTRICT

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

**Construction Details**

Arbor Ridge Subdivision No. 7  
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KUNA CITY, ADA COUNTY, IDAHO.

**Revisions**

REV.	DESC.	DATE/BY

SCALE: AS SHOWN	DATE: FEBRUARY 1, 2019
DRAWN BY: K.M. KETTELLE	CHECKED BY: J.D. CANNING
PROJECT NO. J021	DRAWING FILE NAME: Arbor Ridge 7 Const Plans.dwg

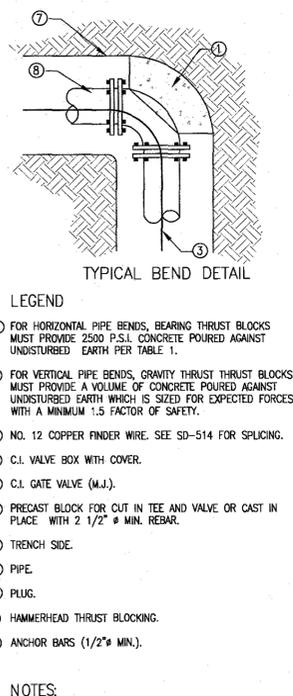
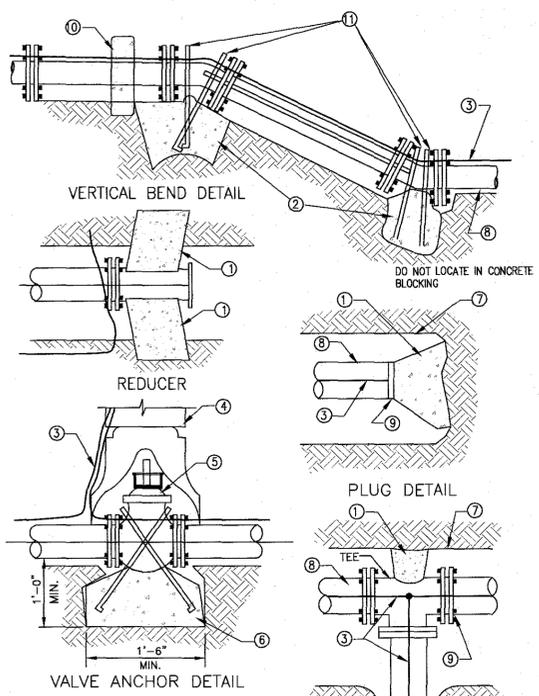


TABLE 1  
THRUST AREA FOR HORIZONTAL BENDS \*\*\*

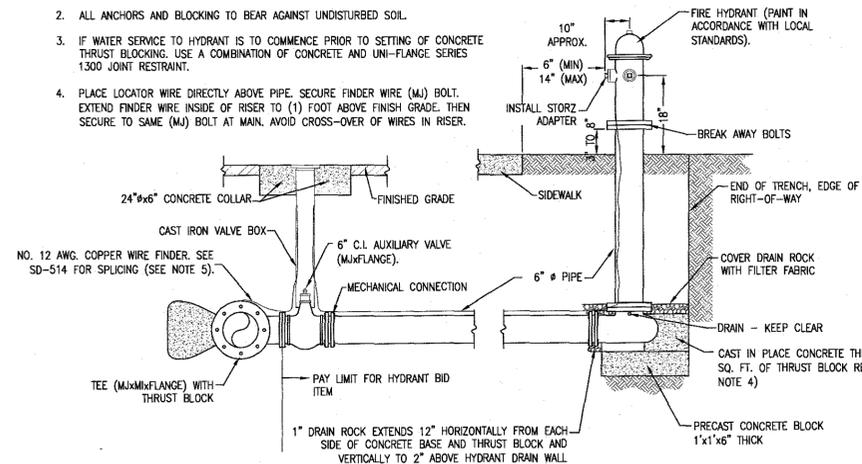
SOIL BEARING PRESSURE = 2000 PSF  
WORKING PRESSURE RATING = 150 PSI  
SAFETY FACTOR = 1.5

PIPE SIZE	TEE, PLUG OR VALVE	90° BEND**	45° BEND	22.5°, 11.25° BENDS OR REDUCER
3	0.8	1.1	0.6	0.3
4	1.4	2.0	1.1	0.6
6	3.2	4.3	2.4	1.2
8	5.7	8.0	4.3	2.2
10	8.8	12.5	6.8	3.4
12	12.7	18.0	9.7	5.0
14	17.3	24.5	13.3	6.8
16	22.6	32.0	17.3	8.8
18	28.6	40.5	21.9	11.2

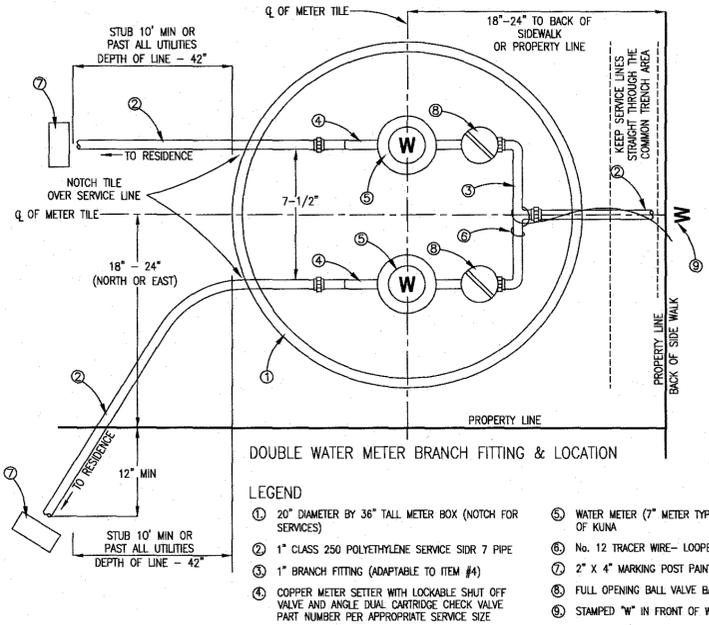
\*\*\* MUST BE INCREASED BASED ON DIFFERENT CONDITIONS (HIGHER WORKING PRESSURE OR LOWER SOIL BEARING STRENGTH).  
\*\* OR TEE ACTING AS A 90° BEND.  
\*\*\* THRUST BLOCK DEPTH TO BE A MINIMUM OF 12" FOR PIPE SIZES 3"-8" AND 18" FOR PIPE SIZES 10"-18" OR THE SQUARE ROOT OF THE REQUIRED BEARING AREA, WHICHEVER IS GREATER.

**1 Concrete Thrust Blocks**  
REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, STD DWG. SD-403 NOT TO SCALE

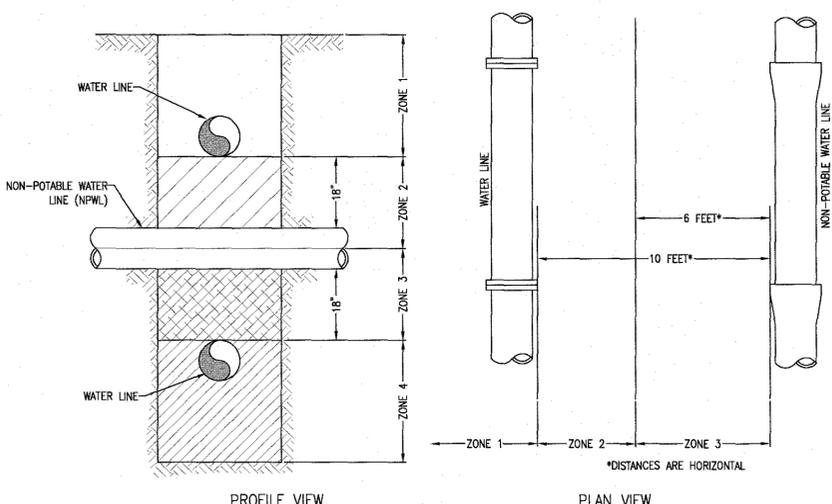
- NOTES
- ALL AUXILIARY VALVES TO BE LOCATED AT THE TEE ON THE WATER MAIN AS SHOWN ON THIS DETAIL OR AS DIRECTED BY THE ENGINEER. WHERE EXISTING FITTINGS ARE NOT COMPATIBLE WITH NEW MAIN CONSTRUCTION, USE SUITABLE ADAPTERS OR NEW FITTINGS UPON APPROVAL BY THE ENGINEER.
  - ALL ANCHORS AND BLOCKING TO BEAR AGAINST UNDISTURBED SOIL.
  - IF WATER SERVICE TO HYDRANT IS TO COMMENCE PRIOR TO SETTING OF CONCRETE THRUST BLOCKING, USE A COMBINATION OF CONCRETE AND UNI-FLANGE SERIES 1300 JOINT RESTRAINT.
  - PLACE LOCATOR WIRE DIRECTLY ABOVE PIPE. SECURE FINDER WIRE (M.J.) BOLT. EXTEND FINDER WIRE INSIDE OF RISER TO (1) FOOT ABOVE FINISH GRADE. THEN SECURE TO SAME (M.J.) BOLT AT MAIN. AVOID CROSS-OVER OF WIRES IN RISER.



**2 Fire Hydrant**  
REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, STD DWG. SD-404 NOT TO SCALE



**3 Water Service Connection Detail**  
REF.: CITY OF KUNA STANDARD DWG. K402 NOT TO SCALE



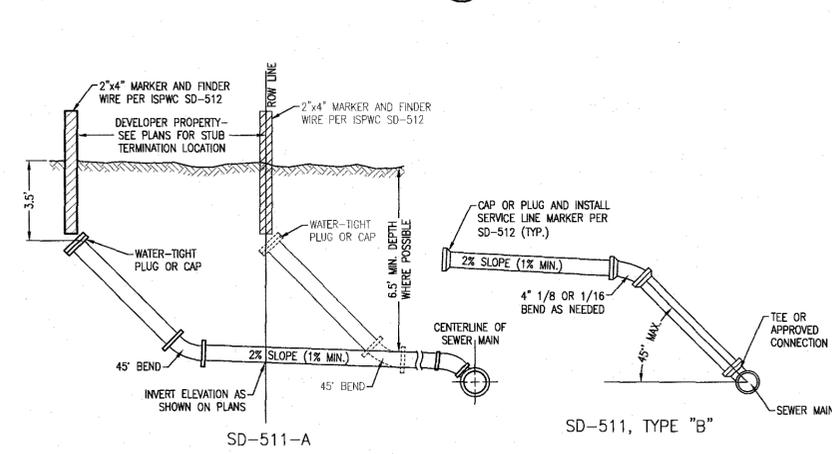
**4 Potable & Non-Potable Water Line (NPWL) Separation**  
REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, STD DWG. SD-407 NOT TO SCALE

- VERTICAL SEPARATION REQUIREMENTS
- ZONE 1:  
A) WATER AND NPWL MUST BE SEPARATED BY AT LEAST 18"
- AND
- B) ONE FULL, UN-CUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.
- ZONE 2:  
A) ONE FULL, UN-CUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING
- AND EITHER
- B) NPWL MUST BE CONSTRUCTED TO WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS FOR A HORIZONTAL DISTANCE OF 10-FOOT ON BOTH SIDES OF CROSSING.
- OR
- C) EITHER THE NPWL OR WATER LINE OR BOTH MUST BE ENCASED WITH A SLEEVE MATERIAL ACCEPTABLE TO DEQ FOR A HORIZONTAL DISTANCE OF 10-FOOT ON BOTH SIDES OF THE CROSSING.
- ZONE 3: SAME REQUIREMENTS AS ZONE 2 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.
- ZONE 4: SAME REQUIREMENTS AS ZONE 1 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

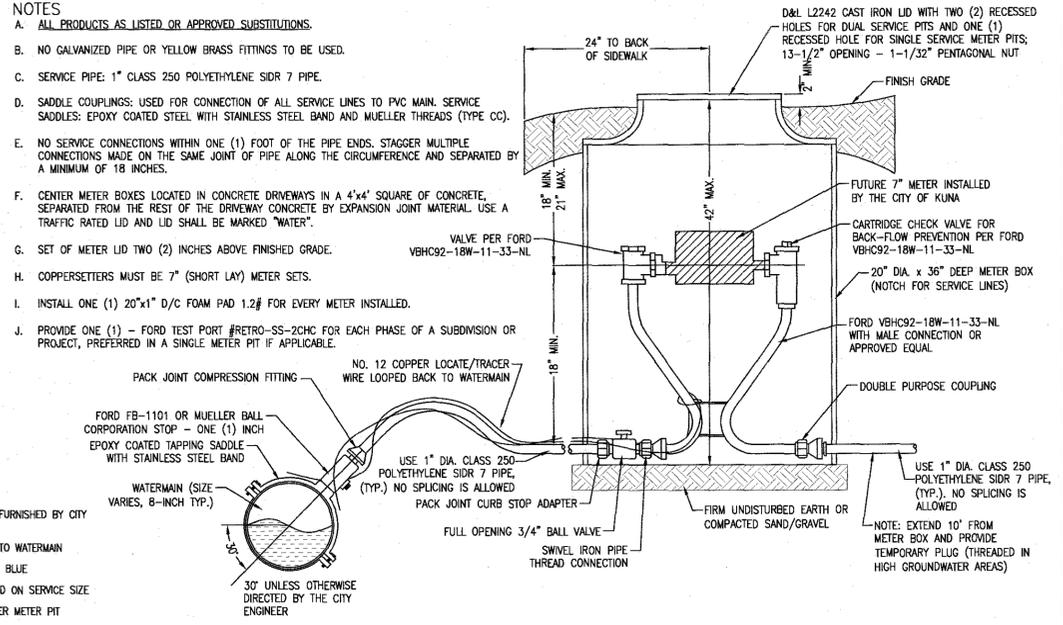
- HORIZONTAL SEPARATION REQUIREMENTS
- ZONE 1:  
A) NO SPECIAL REQUIREMENTS
- ZONE 2:  
A) NO SPECIAL REQUIREMENTS FOR POTABLE OR NON-POTABLE SERVICES.  
B) WATER AND NPWL SEPARATED BY AT LEAST 6- FEET AT OUTSIDE WALLS.  
C) WATER AT LEAST 18-INCHES HIGHER IN ELEVATION THAN THE NPWL.  
D) EITHER  
D) NPWL CONSTRUCTED TO WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS.  
OR  
E) SITE SPECIFIC REQUIREMENTS APPROVED BY DEQ.
- ZONE 3: NOT ALLOWED WITHOUT DEQ WAIVER.
- ZONE 4: SANITARY SEWER FORCE MAINS MUST HAVE MINIMUM 10- FEET HORIZONTAL SEPARATION AND 18-INCHES VERTICAL SEPARATION. ZONE 2 AND ZONE 3 PLACEMENTS ARE NOT ALLOWED WITHOUT A WAIVER GRANTED BY DEQ.
- Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.
- By: *Paul A. Stevens, P.E.*  
Paul A. Stevens, P.E.  
Kuna City Engineer  
Date: 17 SEPT 2019

**Plans Are Accepted For Public Street Construction**

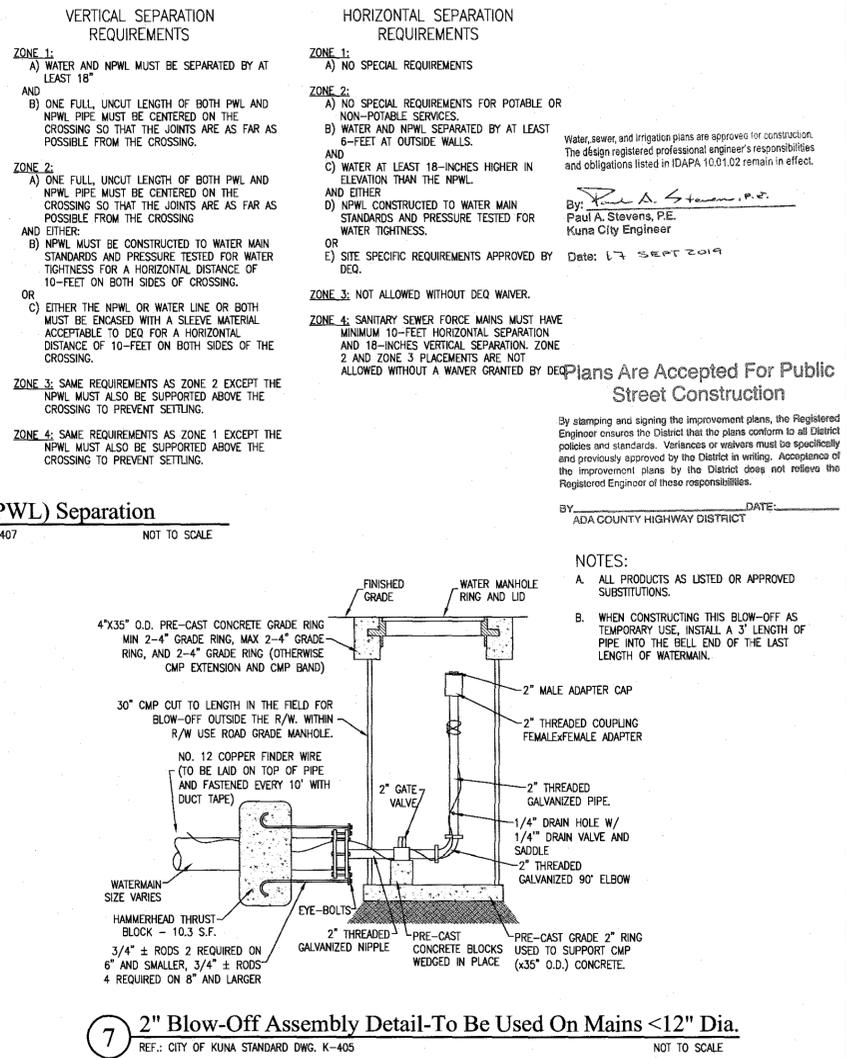
By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.



**5 Standard Sewer Service Connection**  
REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, STD DWG. SD-511 & SD-511-A NOT TO SCALE



**6 Standard Water Service Connection for 3/4" Water Service**  
REF.: CITY OF KUNA STANDARD DWG. K401-75 NOT TO SCALE



**7 2" Blow-Off Assembly Detail-To Be Used On Mains <12" Dia.**  
REF.: CITY OF KUNA STANDARD DWG. K-405 NOT TO SCALE

- NOTES
- ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS.
  - NO GALVANIZED PIPE OR YELLOW BRASS FITTINGS TO BE USED.
  - SERVICE PIPE: 1" CLASS 250 POLYETHYLENE SIDR 7 PIPE.
  - SADDLE COUPLINGS: USED FOR CONNECTION OF ALL SERVICE LINES TO PVC MAIN. SERVICE SADDLES: EPOXY COATED STEEL WITH STAINLESS STEEL BAND AND MUELLER THREADS (TYPE CC).
  - NO SERVICE CONNECTIONS WITHIN ONE (1) FOOT OF THE PIPE ENDS. STAGGER MULTIPLE CONNECTIONS MADE ON THE SAME JOINT OF PIPE ALONG THE CIRCUMFERENCE AND SEPARATED BY A MINIMUM OF 18 INCHES.
  - CENTER METER BOXES LOCATED IN CONCRETE DRIVEWAYS IN A 4'x4' SQUARE OF CONCRETE, SEPARATED FROM THE REST OF THE DRIVEWAY CONCRETE BY EXPANSION JOINT MATERIAL. USE A TRAFFIC RATED LID AND LID SHALL BE MARKED "WATER".
  - SET OF METER LID TWO (2) INCHES ABOVE FINISHED GRADE.
  - COPPERSETTERS MUST BE 7" (SHORT LAY) METER SETS.
  - INSTALL ONE (1) 20"x1" D/C FOAM PAD 1.2# FOR EVERY METER INSTALLED.
  - PROVIDE ONE (1) - FORD TEST PORT #RETRO-SS-20HC FOR EACH PHASE OF A SUBDIVISION OR PROJECT, PREPARED IN A SINGLE METER PIT IF APPLICABLE.

**B&A Engineers, Inc.**  
Consulting Engineers, Surveyors & Planners  
5505 W. Franklin Rd. Boise, Id. 83705  
(208) 345-3381

**Construction Details**  
Arbor Ridge Subdivision No. 7  
A PORTION OF THE NORTH HALF OF SECTION 14,  
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
KUNA CITY, ADA COUNTY, IDAHO.

**Revisions**

REV.	DATE	BY
1	8/5/19	NPL

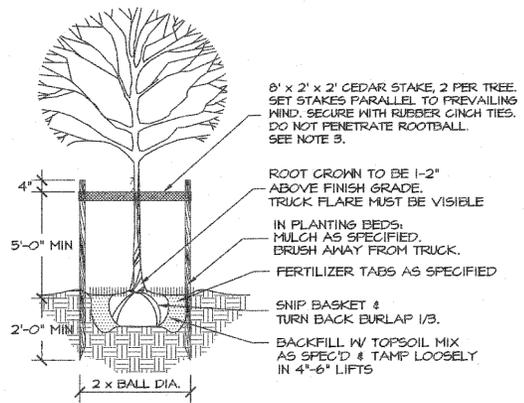
CITY OF KUNA COMMENTS DATED JULY 15, 2019

DATE: FEBRUARY 1, 2019  
DRAWN BY: K.M. KETTELLE  
CHECKED BY: J.D. CANNING  
PROJECT NO. J621  
DRAWING FILE NAME: Arbor Ridge 7 Const Plans.dwg

SHEET NO: **6.1**

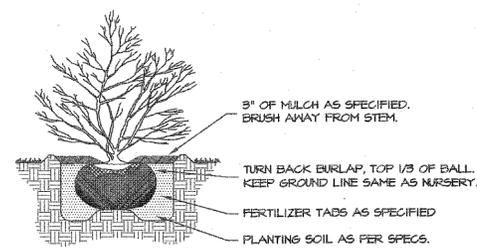






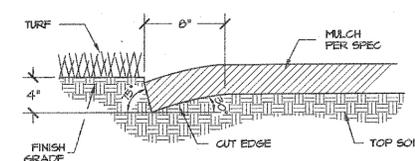
- NOTES:**
1. REMOVE ALL TWINE, ROPE, OR BINDINGS FROM ALL TRUNKS.
  2. REMOVE BURLAP AND WIRE BASKETS FROM THE TOP 1/3 OF ALL ROOT BALLS AFTER PLANTING. IF SYNTHETIC WRAP/BURLAP IS USED, IT MUST BE COMPLETELY REMOVED.
  3. STAKING OF TREES TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND REMAIN STRAIGHT FOR A MIN OF 1 YEAR. ALL STAKING SHALL BE REMOVED AT THE END OF THE 1 YEAR WARRANTY PERIOD.
  4. TREE TREES PLANTED IN TURF AREAS: REMOVE TURF 3' DIA. FROM TREE TRUNK.

① TREE PLANTING/STAKING  
NOT TO SCALE

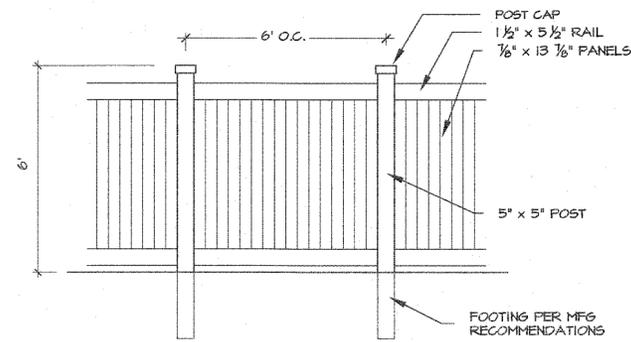


NOTE: DIG HOLE TWICE THE SIZE OF ROOTBALL.

② SHRUB PLANTING  
NOT TO SCALE

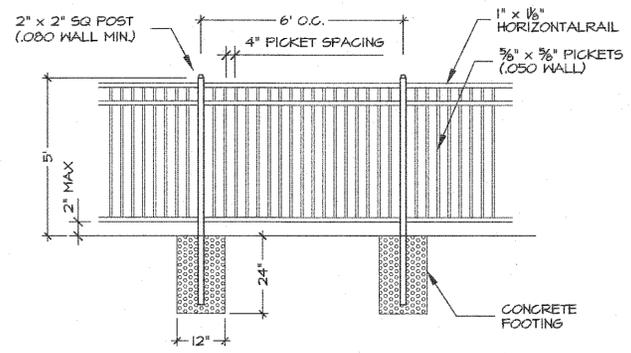


③ PLANTER CUT BED EDGE  
NOT TO SCALE



- NOTES:**
1. INSTALL PER MANUFACTURERS RECOMMENDATIONS/REQUIREMENTS.
  2. FENCE TO STEP DOWN TO 3' HEIGHT 20' FROM ROW.
  3. STYLE AND COLOR TO MATCH EXISTING SUBDIVISION 6' VINYL PRIVACY FENCE.

④ 6' VINYL PRIVACY FENCE  
NOT TO SCALE



- NOTES:**
1. WROUGHT IRON FENCE STYLE MAY VARY SLIGHTLY. STYLE AND COLOR TO MATCH EXISTING SUBDIVISION IRON FENCING.

⑤ WROUGHT IRON FENCE  
NOT TO SCALE

**PLANT SCHEDULE**

SYM	COMMON NAME	BOTANICAL NAME	SIZE	QUANTITY
<b>EVERGREEN TREES</b>				
MJ	MOONGLOW JUNIPER	JUNIPERUS SCOPULORUM 'MOONGLOW'	6-8' HT B#B	13
<b>SHADE TREES (CLASS II)</b>				
CL	CORINTHIAN LINDEN	TILIA GORDATA 'CORZAM'	2" CAL B#B	5
CP	CHANTICLEER FEAR	PYRUS CALLERYANA 'CHANTICLEER'	2" CAL B#B	6
HL	SKYLINE HONEYLOCUST	GLEDTISIA TRIACANTHOS 'INERMIS 'SKYCOLE'	2" CAL B#B	2
LL	LITTLELEAF LINDEN	TILIA GORDATA	2" CAL B#B	10
TT	TULIP TREE	LIRIODENDRON TULIPIFERA	2" CAL B#B	7
UA	URBANITE ASH	FRAXINUS PENNSYLVANICA 'URBANITE'	2" CAL B#B	13
<b>SHRUBS/ORNAMENTAL GRASSES</b>				
CR	FLOWER CARPET ROSE	ROSA x FLOWER CARPET	3 GAL	16
DL	STELLA D'ORO DAYLILY	HEMEROCALLIS 'STELLA D'ORO'	1 GAL	21
FG	DWARF FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'HAMELN'	1 GAL	22
IH	IVORY HALO DOGWOOD	CORNUS ALBA 'BAILHALO'	5 GAL	14
KF	KARL FOERSTER REED GRASS	CALAMAGROSTIS x ACUTIFOLIA 'K.F.'	1 GAL	14
RB	ROSE GLOW BARBERRY	BERBERIS THUNBERGII 'ROSE GLOW'	5 GAL	12

**PLANT SCHEDULE NOTE:**  
1. QUANTITIES FOR INFORMATION ONLY. CONTRACTOR TO VERIFY AND ASSUME RESPONSIBILITY FOR ALL PLANT MATERIAL QUANTITIES.

6" SOLID VINYL PRIVACY FENCE PERIMETER (TYP.) SEE DTL 4, THIS SHT.      5' WROUGHT IRON FENCE SEE DTL 5, THIS SHT.

**NOTES**

1. ALL LANDSCAPE SHALL BE INSTALLED IN ACCORDANCE WITH KUNA CITY ORDINANCE REQUIREMENTS. ALL LOTS WILL COMPLY WITH KUNA CITY ORDINANCE REQUIRING ONE (1) TREE PER LOT (PROVIDED BY BUILDER AND/OR DEVELOPER). REFER TO SHEET L3 - SPEC SECTION 32 40 00 - LANDSCAPE SPECIFICATIONS.
2. ALL PLANTING AREAS TO BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. REFER TO SHEET L3 - SPEC SECTION 32 84 00 - IRRIGATION PERFORMANCE SPECIFICATIONS.
3. LOCATE AND PROTECT ALL UTILITIES DURING CONSTRUCTION.
4. TREES SHALL NOT BE PLANTED WITHIN THE 10-FOOT CLEAR ZONE OF ALL ACHD STORM DRAIN PIPE, STRUCTURES, OR FACILITIES. SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
5. NO TREES SHALL IMPEDE THE 40' VISION TRIANGLE AT ALL INTERSECTIONS. NO CONIFEROUS TREES OR SHRUBS OVER 3' HIGH AT MATURITY WILL BE LOCATED WITHIN SIGHT TRIANGLE OR ACHD ROW. AS TREES MATURE, THE OWNER SHALL BE RESPONSIBLE FOR PRUNING TREE CANOPIES TO MEET ACHD REQUIREMENTS FOR MAINTAINING CLEAR VISIBILITY WITHIN 40' STREET VISION TRIANGLE.
6. TREES SHALL BE PLANTED NO CLOSER THAN 50' FROM INTERSECTION STOP SIGNS.
7. CLASS II TREES AND LANDSCAPE IN FRONT OF BUILDING LOTS ON INTERIOR STREETS TO BE COMPLETED DURING CONSTRUCTION ON THESE LOTS. TREE LOCATIONS MAY BE ALTERED TO ACCOMMODATE DRIVENWAYS AND UTILITIES. TREES MUST BE CLASS II AND SHALL NOT BE PLANTED WITHIN 5' OF WATER METERS OR UNDERGROUND UTILITY LINES.
8. PLANT LIST IS SUBJECT TO SUBSTITUTIONS OF SIMILAR SPECIES DUE TO PLANT MATERIAL AVAILABILITY. BURLAP AND WIRE BASKETS TO BE REMOVED FROM ROOT BALL AS MUCH AS POSSIBLE, AT LEAST HALFWAY DOWN THE BALL OF THE TREE. ALL NYLON ROPES TO BE COMPLETELY REMOVED FROM TREES.
9. THERE ARE NO EXISTING TREES ON SITE. NO MITIGATION IS REQUIRED.

**LANDSCAPE CALCULATIONS**

LOCATION	BUFFER WIDTH	LENGTH	REQUIRED	PROVIDED
N. SCHOOL AVE.	10'	500' / 100' =	10 TREES	10 TREES (10 STREET TREES + 0 ORNAMENTAL TREES)
			15 EVERGREENS 60 SHRUBS	15 EVERGREENS 87 SHRUBS
NUMBER OF TREES PROVIDED IN BUFFERS/COMMON AREA:				25 TREES
NUMBER OF TREES PROVIDED ON RESIDENTIAL STREETS:				59 TREES
TOTAL NUMBER OF TREES:				70 TREES
THERE ARE NO EXISTING TREES ON SITE. NO MITIGATION IS REQUIRED.				



Site Planning  
Landscape Architecture

1509 S. Tyrell Ln. Ste. 130  
Boise, Idaho 83706  
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www.jensenbelts.com

ARBOR RIDGE SUBDIVISION  
PHASE 7 FINAL PLAT  
KUNA, IDAHO

Job Number 1966

Drawn JJJ Checked KCS  
Scale AS SHOWN

Sheet Title  
**LANDSCAPE PLAN**

Sheet Number  
**L2**  
2 of 3 Sheets

ENGINEER

**B & A Engineers, Inc.**  
Consulting Engineers, Surveyors & Planners  
5505 West Franklin Road Boise, ID 83705  
Voice: 208.343.3381 Fax: 208.342.5782  
Web: http://www.baengineers.com

SECTION 32 90 00 - LANDSCAPE WORK

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
  - A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections.
- 1.2 SUMMARY
  - A. This Section includes provision for the following items:
    1. Trees.
    2. Shrubs/ Ground covers.
    3. Lawns.
    4. Topsoil and Soil Amendments.
    5. Miscellaneous Landscape Elements.
    6. Initial maintenance of landscape materials.
  - B. Related Sections. The following sections contain requirements.
    1. Underground sprinkler system is specified in Section 32 84 00 - Irrigation
- 1.3 QUALITY ASSURANCE
  - A. Subcontract landscape work to a single firm specializing in landscape work.
  - B. Source Quality Control:
    1. General: Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
    2. Do not make substitutions. If specified landscape material is not obtainable, submit proof of non-availability to Architect, with proposal for use of equivalent material.
    3. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
    4. Trees, Shrubs and Groundcovers: Provide trees, shrubs, and groundcovers of quantity, size, genus, species, and variety shown and scheduled for work complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock". Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae, and defects such as knots, sun-scaled, injuries, abrasions, or disfigurement.
    5. Label at least one tree and one shrub of each variety with attached waterproof tag with legible designation of botanical and common name.
      - a. Where formal arrangements or consecutive order of trees or shrubs are shown, select stock for uniformity of height and caliper.
    6. Inspection: The Architect may inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size, and quality. Architect retains right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.
- 1.4 SUBMITTALS
  - A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
  - B. Plant and Material Certifications:
    1. Certificates of inspection as required by governmental authorities.
    2. Manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials.
    3. Label data substantiating that plants, trees, shrubs and planting materials comply specified requirements.
  - C. Mulch: Submit 1 gal bag of mulch sample for approval.
- 1.5 DELIVERY, STORAGE AND HANDLING
  - A. Sod: Time delivery so that sod will be placed within 24 hours after stripping. Protect sod against drying and breaking of rolled strips.
  - B. Trees and Shrubs: Provide freshly dug trees and shrubs. Do not prune prior to delivery unless otherwise approved by Architect. Do not bend or bind-tie trees or shrubs in such manner as to damage bark, break branches, or destroy natural shape. Provide protective covering during delivery. Do not drop balled and burlapped stock during delivery.
  - C. Deliver trees and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture.
  - D. Do not remove container-grown stock from containers until planting time.
  - E. Do not drop or dump materials from vehicles during delivery or handling. Avoid any damage to roadways during deliver, storage and handling.
- 1.6 JOB CONDITIONS
  - A. Utilities: Determine location of underground utilities and work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.
  - B. Excavation: When conditions detrimental to plant growth are encountered, such rubble fill, adverse drainage conditions, or obstructions, notify Architect before planting.
  - C. Adjacent Landscape: Protect planted areas adjacent to construction area. Replace or recondition to prior conditions at project completion.
- 1.7 SEQUENCING AND SCHEDULING
  - A. Planting Time: Proceed with, and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.
    1. Plant or install all plant materials during normal planting seasons from 15 March to 15 November.
    2. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.
  - B. Coordination with Lawns: Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to Architect. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.
- 1.8 SPECIAL PROJECT WARRANTY
  - A. Warranty lawns through specified lawn maintenance period, until Final Project Acceptance.
  - B. Warranty trees and shrubs, for a period of one year after date of substantial completion, against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents beyond Landscape Installer's control.
  - C. Remove and replace trees, shrubs, or other plants dead or in unhealthy condition during warranty period. Make replacements during growth season following end of warranty period. Replace trees and shrubs which are in doubtful condition at end of warranty period, unless, in opinion of Architect, it is advisable to extend warranty period for a full growing season.

PART 2 - TOPOIL

- 2.1 TOPOIL
    - A. If deemed usable, native topsoil shall be stockpiled for re-use in landscape work. Topsoil shall be fertile, friable, natural loam, surface soil, reasonable free of subsoil, clay lumps, brush, weeds, roots, stumps, stones larger than 1 inch in any dimension, and other extraneous or toxic matter harmful to plant growth.
      1. Contractor shall send a minimum of three (3) representative topsoil samples for testing. Use testing requirements below. Contractor is responsible for whatever soil additives are recommended by the tests. Submit to Architect for approval. Compost will be added to other additives and added regardless of test results.
    - B. If quantity of stockpiled topsoil is insufficient, contractor to provide imported topsoil that is fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other filler, and free of roots, stumps, stones larger than 1 inch in any dimension, and other extraneous or toxic matter harmful to plant growth.
      1. Obtain topsoil from local sources or areas with similar soil characteristics to that of project site. Obtain topsoil only from naturally well-drained sites where topsoil occurs in a depth of not less than 4 inches. Do not obtain from bogs or marshes.
      2. Composition: Topsoil shall contain from 1 to 20% organic matter as determined by the Organic Carbon, GA, Chemical Analysis Method described in USDA Soil Survey Investigation Report No. 1. Maximum particle size, 3/4-inch, with maximum 3% retained on 1/4-inch screen. Other components shall conform to the following limits:
 

pH	6.5 to 7.5
Soluble Salts	600 ppm maximum
Silt	25-20%
Clay	10-20%
Sand	20-50%
      3. Contractor shall submit representative soil report on imported topsoil proposed for use for approval. Report shall meet standards below. Contractor is responsible for whatever soil additives are recommended by the test. Compost will be in addition to other additives and added regardless of test results.
  - C. Soil Testing
    1. Soil tests are required for this project (see above for requirements). Test shall be provided as follows:
      - a. Provide certified analysis at time of sample submitted (three samples imported topsoil). Amend soil tests per chemist's recommendations and as herein specified unless otherwise approved by Architect.
    2. Test shall include, but not limited to recommendations on chemical distributions, organic contents, pH factors, and sieve analysis as necessary. Test #17 by Western Laboratories (1-800-658-3858) is required.
    3. Contractor is responsible for whatever soil additives are recommended by the soil testing laboratory.
    4. Contractor shall coordinate, obtain and pay for all soil tests.
    5. If regenerative noxious weeds are present in the soil, remove all resultant growth including roots throughout one-year period after acceptance of work, at no cost to Owner.
- 2.2 pH ADJUSTERS
  - A. When pH does not comply with this specification, commercial grade aluminum sulfate shall be used to adjust soil pH.
- 2.3 SOIL AMENDMENTS
  - A. Compost: Compost "Casacada Compost" from Cloverdale Nursery (208) 375-5262 and Nu-Soil Compost (208) 629-6912 or approved equal in equal amounts by volume.
  - B. Commercial Fertilizer: Fertilizer shall be complete, standard commercial brand fertilizer. It shall be free-flowing and packaged in new water-proof, non-overtied bags clearly labeled as to weight, manufacturer, and content. Protect materials from deterioration during delivery and while stored at site.
    1. Commercial fertilizer "A" for trees and shrubs during planting; slow release Agriform Planting 5-gram tablets 20-10-5 type or equal.
    2. Commercial fertilizer "B" for lawn areas, applied to bed prior to sodding, to be 16-16-17 applied at the rate of ten pounds per acre.
    3. Commercial fertilizer "C" for lawn areas three to four weeks after planting sod. Organic Fertilizer: Milorganite (8-0-2) type or equal.
  - C. Herbicide: Pre-emergent for topical application in planting beds. Oxidiazon 2G brand or pre-approved equal. Use in accordance with manufacturer's recommendation on all planting beds.
- 2.4 PLANT MATERIALS
  - A. Quality: Provide trees, shrubs, and other plants of size, genus, species, and variety shown for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock".
  - B. Deciduous Trees: Provide trees of height and caliper scheduled or shown with branching configuration recommended by ANSI Z60.1 for type and species required. Single stem trees except where special forms are shown or listed.
  - C. Deciduous Shrubs: Provide shrubs of the height shown or listed, not less than minimum number of canes required by ANSI Z60.1 for type and height of shrub.
  - D. Coniferous and Broadleaved Evergreens: Provide evergreens of sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types, such as globe, dwarf, cone, pyramidal, broad upright, and columnar. Provide normal quality evergreens with well balanced form complying with requirements for other size relationships to the primary dimension shown.
- 2.5 GRASS MATERIALS
  - A. Lawn sod: Provide strongly rooted sod, not less than 1 growing season old, and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (viable, not dormant).
    1. Provide sod of uniform pad sizes with maximum 5% deviation in either length or width. Broken pads or pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on upper 10% of pad will be rejected.
  - B. Sod composed of: Rhizomatous Tall Fescue (RTF) from The Turf Company, Meridian, ID (208) 888-3750 or approved equal.
- 2.6 MISCELLANEOUS LANDSCAPE MATERIALS
  - A. Anti-Desiccant: Emulsion type, film-forming agent designed to permit transpiration, but retard excessive loss of moisture from plants. Deliver in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.
  - B. Mulch: Mulch for planting beds shall be medium ground bark mulch, free of splinters, consistent in appearance, and shall contain no toxic substance detrimental to plant life.
  - C. Stakes and Guys: Provide stakes and deadmen of sound new hardwood, treated softwood, or redwood, free of knot holes and other defects. Provide wire ties and guys of 2-strand, twisted, pliable galvanized iron wire, not lighter than 12 ga. with zinc-coated turnbuckles. Provide not less than 2 inch diameter rubber or plastic hose, cut to required lengths and of uniform color, material, and size to protect tree trunks from damage by wires.

PART 3 - EXECUTION

- 3.1 PREPARATION - GENERAL
  - A. General Contractor shall be responsible for excavating planting areas to appropriate depths for placement of topsoil as specified herein.
  - B. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas and secure Architect's acceptance before start of planting work. Make minor adjustments as may be required.
- 3.2 PREPARATION OF PLANTING SOIL
  - A. Before mixing, clean topsoil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.
  - B. Mix specified compost and fertilizers with topsoil at rates specified. Delay mixing fertilizer if planting will not occur within 30 days of application.
  - C. Compost: Lawn Areas: 1/4 compost; 3/4 topsoil. Shrub Areas: 1/3 compost, 2/3 topsoil. Fertilizer: Per soil test and manufacturer's recommendations.
  - C. For shrub and lawn area, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.
- 3.3 PREPARATION FOR PLANTING LAWNS
  - A. After excavating and removing surface material to proper depth, loosen subgrade of lawn areas to a minimum depth of 4 inches. Remove stones measuring over 1-1/2 inches in any dimension. Remove sticks, roots, rubbish, and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation.
    1. Spread topsoil mix to minimum depth of 4 inches for sodded lawns as required to meet lines, grades, and elevations shown, after light rolling, addition of amendments, and natural settlement. Place approximately 1/2 of total amount of topsoil required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil. Add specified soil amendments as required and mix thoroughly into upper 4 inches of topsoil.
- 3.4 PREPARATION OF PLANTING BEDS
  - A. Loosen subgrade of planting areas to a minimum depth of 6 inches using a culti-mulcher or similar equipment. Remove stones measuring over 1 1/2 inches in any dimension. Remove sticks, stones, rubbish, and other extraneous matter.
  - B. Spread planting soil mixture to minimum 12 inch depth required to meet lines, grades, and elevations shown, after light rolling and natural settlement. Add 1 1/2 inches of specified compost over entire planting area and mix thoroughly into upper 6 inches of topsoil. Place approximately 1/2 of total amount of planting soil required. Work into top of loosened subgrade to create a transition layer, then place remainder of the planting soil.
  - C. Apply Pre-Emergent per manufacturer's recommendation.
- 3.5 PLANTING TREES AND SHRUBS
  - A. Set balled and burlapped (S&B) stock on layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Remove burlap from sides of balls; retain on bottoms. When set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. Place fertilizer tablets in excavated area per manufacturer's written instructions. When excavation is approximately 2/3 full, water roughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill. Remove all ties from around base of trunk.
  - B. Set container grown stock, as specified, for balled/burlapped stock, except cut cans on 2 sides with an approved can cutter and remove can; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.
  - C. Dish top of backfill to allow for mulching.
  - D. Mulch pits, and planted areas. Provide not less than following thickness of mulch, and work into top of backfill and finish level with adjacent finish grades.
    1. Provide 3 inches thickness of mulch.
  - E. If season and weather conditions dictate, apply anti-desiccant, using power spray, to provide an adequate film over trunks, branches, stems, twigs and foliage.
  - F. Prune, thin out, and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Architect, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.
  - G. Remove and replace excessively pruned or misformed stock resulting from improper pruning.
  - H. Guy and stake trees immediately after planting, as indicated.
  - I. Apply approved herbicide to all shrub bed areas at manufacture specified rate. Re-apply as necessary for elimination of weeds.
- 3.6 SODDING NEW LAWNS
  - A. General: Install lawn sod in all areas designated on the drawings.
  - B. Soil Preparation
    1. Any sod lawn areas that may have become compacted prior to sodding must be scarified to a depth of eight (8) inches by approved means, then finish graded as hereinbefore described.
  - C. Lay sod within 24 hours from time of stripping. Do not plant dormant sod or if ground is frozen.
  - D. Sod Placement
    1. Sod will be brought onto lawn areas by wheeled means with proper protection of sod beds. Sod layers shall be experienced, or if inexperienced, shall be constantly supervised by an experienced foreman. The Contractor shall insure that the base immediately ahead of sod layer is moist. Sod shall be laid tight with not gaps. Allowance shall be made for shrinkage. Lay sod with long edges perpendicular to primary slope.
    2. Lay to form a solid mass with tightly fitted joints. Butt ends and sides of strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work on boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work silted soil into minor cracks between pieces; remove excess to avoid smothering of adjacent grass.
    3. Sod shall be rolled with a two hundred (200) pound roller after installation to insure proper contact between soil and sod. Final rolling must provide a uniform surface. After final rolling, the sod lawn shall be mowed and watered. Approval of sod lawns shall be based on uniform, healthy and vigorous growth with no dry or dead spots.
    4. Add fertilizer "B" at the manufacturer's recommended application rate.
  - E. Water sod thoroughly with a fine spray immediately after planting.
  - F. Sodded Lawn Establishment
    1. The Contractor shall be responsible for first mowing, subsequent mowings and fertilizing of sod lawn areas until Final Acceptance of the project.
    2. Mowing shall be done by an approved "real" type mower. Mower blades shall be set at two (2) inches high for all mowings.
    3. Subsequent fertilizing shall occur three to four weeks after installation. Apply fertilizer as per the Manufacturer's recommended application rate. Verify all methods of application. Contractor shall notify the Architect in writing that the fertilizer applications have occurred and on what dates.
- 3.7 MAINTENANCE
  - A. Begin landscape maintenance immediately after planting. Maintenance shall continue until Project Final Acceptance.
  - B. Maintain trees, shrubs, and other plants by pruning, cultivating, and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stakes and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.
  - C. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as tolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
  - D. Maintain lawns for no less than period stated above, or longer as required to establish acceptable lawn.
- 3.8 CLEANUP AND PROTECTION
  - A. During landscape work, keep pavements clean and work area in an orderly condition.
  - B. Protect landscape work from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.
- 3.9 INSPECTION AND ACCEPTANCE
  - A. When landscape work is completed, including maintenance, Architect will, upon request, make an inspection to determine acceptability.
  - B. When inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected by Architect and found to be acceptable. Remove rejected plants and materials promptly from project site.

SECTION 32 84 00 - IRRIGATION (PERFORMANCE)

PART 1 - GENERAL

- 1.1 CONDITIONS AND REQUIREMENTS:
  - A. General and Supplementary Conditions, and Division 1 General Requirements.
- 1.2 SUMMARY
  - A. Work included:
    1. Provide and install a complete and operating automatic irrigation system for all lawn and planting areas.
    2. Conform to main water supply at existing site stubout as provided.
    3. Sleeving under paved areas (by others)
    4. Obtain and pay for all permits and fees for the work of this section.
    5. Perform work on a design/construct basis, subject to the requirements of the Contract Documents, applicable codes, and good design practice.
    6. Winterization of system.
- 1.3 SUBMITTALS
  - A. Within 30 days after Contractor's receipt of Owner's Notice to Proceed, submit:
    1. Manufacturer's printed product information and catalog cut sheets for all system components; five copies.
  - B. Shop Drawings: Submit shop drawings for underground irrigation system including plan layout and details illustrating location and type of head, type and size of valve, piping circuits, circuit GPM, pipe size, controls, and accessories.
  - C. Record Drawings: At completion of this work, submit to the Contractor:
    1. Record Drawings: reproducible and five prints.
    2. Operations and Maintenance information (2 copies), including:
      - a. Information including descriptive details, parts list, specifications, maintenance schedules and procedures for system components.
      - b. Operation, adjustment of system and components instructions.
      - c. Winterization procedures.
      - d. Schedule indicating required open valve time to produce given precipitation amounts and seasonal adjustments.
      - e. Warranties and guarantees.
      - f. Submit five copies.
- 1.4 GUARANTEE
  - A. Guarantee in writing all materials, equipment and workmanship furnished to be free of all defects of workmanship and materials. Within one year after date of Substantial Completion repair or replace all defective parts or workmanship that may be found at no additional cost to Owner.
  - B. Fill and repair all depressions and replace all necessary lawn and planting which result from the settlement of irrigation trenches for one year after date of Substantial Completion.
  - C. Supply all manufacturer's printed guarantees.
- 1.5 QUALITY ASSURANCE
  - A. Contractor shall be licensed in the State in which this work is being performed.
  - B. Contractor shall have at least two years prior experience in projects of equal or greater complexity. Provide minimum of three references and list of similar projects with owners' names, addresses, and phone numbers, when requested by Owner.
  - C. Contractor shall employ on site at all times a foreman who is thoroughly experienced and competent in all phases of the work of this Section.
- 1.6 SYSTEM DESCRIPTION
  - A. Design requirements:
    1. Minimum water coverage: Planting areas - 65%, Lawn areas - 100%
    2. Layout system to obtain optimum coverage using manufacturer's standard heads. Spray on walks, walls, or paved areas is not acceptable.
    3. Zoning and detailing descriptive details, parts list, specifications, and efficient distribution for types of plantings and shapes of planting areas.
    4. Design pressures: Install pressure regulating equipment as necessary.
    5. Provide/install approved fixed tee or coupling device for air blow winterization. Location shall be on main supply line downstream from main shut off valve.
    6. Install approved backflow prevention device in conformance with local or prevailing codes, and in approved site location. Provides for drainage without erosive damage.
- 1.7 EXTRA EQUIPMENT
  - A. In addition to installed system, furnish owner with the following:
    1. Valve operating key.
    2. Wrench for each sprinkler head cover type.
    3. Two (2) sprinkler head bodies of each size and type.
    4. Two (2) nozzles for each size and type used.
  - B. Store above items safely until Substantial Completion.
  - C. Deliver above items at Substantial Completion.

- E. Pressure Regulator: Netafim Model PRV075HF35, 3/4", one per zones.
- F. Flushing Valve: Netafim Model TLFV-1, two per zone (each end).
- G. Filter: Netafim Model DF775-120, 3/4" filter, one per drip zone.
- H. Air Relief Valve: Netafim Model TLAVRV.

- 2.5 MISCELLANEOUS
  - A. Chemicals: primer and solvent glue as required by pipe manufacturer.
  - B. Valve box - high impact plastic, green in color.
  - C. Valve cover and frame - compatible with valve box with provision for locking.
  - D. Drainage backfill - clean gravel or crushed stone, graded from 3" maximum to 3/4" minimum.

PART 3 - EXECUTION

- 3.1 GENERAL
  - A. Install system to provide for adequate protection against freeze damage.
  - B. Install system in accordance with approved Contractor design drawings. All deviations from the plans must be approved, and clearly recorded on record drawing.
  - C. Install system and components in strict accordance with manufacturer's recommendations.
  - D. Install quick coupler(s) on main supply line, approximately equal spacing, at valve box locations or intervals of approximately 200 feet, whichever is greater. Locate adjacent to paved surfaces, at valve boxes where practical.
- 3.2 SURFACE CONDITIONS
  - A. Examine the areas and conditions under which work will be performed. Notify Contractor of conditions detrimental to timely and proper completion of Section work. Do not proceed until unsatisfactory conditions are corrected.
  - B. Locate all underground utilities and structures and notify Architect of any conflict with Section work. Protect structures and utilities. Repair or replace said structures or utilities damaged by this work at no cost to the Owner.
- 3.3 SLEEVING
  - A. Sleeving installed by others. Coordinate with other trades.
- 3.4 TRENCHING AND BACKFILLING
  - A. Trenching and backfilling shall be per applicable ISPPWC Section.
  - B. Cut trenches straight and without abrupt grade changes to allow the following minimum cover:
    1. Main Lateral and Sleeving: 18 inches.
    2. PVC Laterals: 12 inches.
    3. Surround lines with 2 inches of clean rock-free material on all sides.
- 3.5 MISCELLANEOUS VALVES
  - A. Install manual drain valves up stream. Install device at mainline tap in accordance with manufacturer requirements for complete operation. Install backflow protection and connect to controller.
- 3.6 CIRCUIT VALVES
  - A. Install in valve box, arranged for easy adjustment and removal.
    1. Provide union on downstream side.
    2. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.
- 3.7 PIPE INSTALLATION
  - A. Lay PVC pipe in accordance with standard and acceptable practice. Thrust blocks to be used at points of intersection and change of direction in main line pipe as per manufacturer's recommended specifications. Install manual drains.
  - B. PVC pipe joints, solvent welded except as indicated. Cut pipe square, deburr, wipe from surface all saw chips, dust, dirt, moisture and any foreign matter which may contaminate the cemented joint. Apply cleaner/primer and solvent cement, make joints in accordance with manufacturer's recommendations. Use Teflon thread sealant (tape) at all threaded joints.
  - C. Contractor shall size pipe according to schedule provided. Flow velocities shall not exceed 5 feet/second in all cases. Lateral lines shall be laid out and installed per zone to balance the pressure loss and provide minimum fluctuation in system operating pressures.
 

Pipe Size	Pipe Section	Pipe Size	Pipe Section
3/4"	0-3 GPM	1 1/2"	26-34 GPM
1"	10-17 GPM	2"	35-50 GPM
1 1/4"	18-25 GPM	2 1/2"	51-80 GPM
  - D. Techline Drip Line: Place in shallow furrow at 1"-2" below finish topsoil grade, below layer of specified mulch. Lay in uniform grid pattern in groundcover/shrub areas (rows 18"-24" apart max). Coil 20 linear feet at each balled and burlapped tree around base and to allow for tree removal if required. Staple drip line every 36" max. Flush all lines with full head of water prior to installation of flush valves at end of circuit runs.
  - E. Flush Valves: Install flush valve at end of each drip line run.
- 3.8 SPRINKLER HEADS
  - A. Flush circuit lines with full head of water prior to head installation.
    1. Install heads at level with mulch.
    2. Locate part-circle shrubbery heads to maintain a minimum distance of six inches (6") from walls and four inches (4") from other boundaries unless otherwise indicated. Keep overspray to a minimum.
- 3.9 CONTROL WIRE INSTALLATION
  - A. Bury wires beside or below main line pipe in same trench.
  - B. Bundle multiple wires together with tape at ten feet (10') maximum intervals.
  - C. Provide 36 inch loop in wires at each valve where controls are connected and at 100' maximum intervals between.
  - D. Make all electrical joints (splices) in boxes only. Make electrical joints waterproof. Scotch-Lock connectors, or approved.
- 3.10 AUTOMATIC CONTROLLER
  - A. Install on site as approved. Verify location with Owner Representative.
  - B. Install typewritten legend inside controller door.
- 3.11 TESTING
  - A. Do not allow or cause any work of this Section to be covered up or enclosed until it has been inspected and tested.
  - B. Pressure testing:
    1. Make necessary provision for thoroughly bleeding the line of air and debris.
    2. Before testing, cap all risers, and install all valves.
    3. Fill all main supply lines with water. Pressurize to 100 psi. Close air supply and test for leakage. Test shall be approved if no greater than 5 psi loss occurs in 15 minutes.
    4. Fill all zone lines with water to static pressure. Hold for 15 minutes. Inspect for leakage.
    5. Contractor shall provide all required testing equipment and personnel. Test shall be performed in presence of Architect. Contractor shall make notice of test (48) hours in advance.
    6. Provide required testing equipment and personnel.
    7. Repair leaks, and reset units as required by the Architect.
  - C. Cover inspection: Upon completion of all systems, perform a coverage test to determine if coverage of water afforded all areas is complete, adequate and uniform. Change heads, nozzles, orifices and/or adjustment as directed to provide uniform coverage.
  - D. Final inspection:
    1. Clean, adjust, and balance all systems. Verify that:
      - a. Remote control valves are properly banded.
      - b. Heads are properly adjusted for radius and arc of coverage;
      - c. The installed system is workable, clean and efficient.
  - E. Winterization: Winterize system at the end of first season of system operation. Review procedures with Owner Representative.

END OF SECTION

ENGINEER



**B & A Engineers, Inc.**  
 Consulting Engineers, Surveyors & Planners  
 6505 West Franklin Road Boise, ID 83705  
 Voice: 208.343.3381 Fax: 208.342.5782  
 Web: http://www.baengineers.com

Issue	Date
Description	7-17-19
ISSUE	



Site Planning  
 Landscape Architecture  
 1509 S. Tyrrell Ln. Ste. 130  
 Boise, Idaho 83706  
 Ph. (208) 343-7175  
 www.jensenbelts.com

ARBOR RIDGE SUBDIVISION  
 PHASE 7 FINAL PLAT  
 KUNA, IDAHO

Job Number 1966

Drawn	Checked
JUN	KCS
Scale	AS SHOWN
Sheet Title	

LANDSCAPE PLAN

Sheet Number

L3  
3 of 3 Sheets



# City of Kuna AFFIDAVIT OF LEGAL INTEREST

City of Kuna  
P.O. Box 13  
Kuna, Idaho 83634  
Phone: (208) 822-5274  
Fax: (208) 822-5989  
Web: www.cityofkuna.com

State of Idaho )  
County of Ada )

I, Corey D. Barton 1977 E. Overland Rd.  
Name Address  
Meridian Idaho 83642  
City State Zip Code

being first duly sworn upon oath, depose and say:

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

A. That I am the record owner of the property described on the attached, and I grant my permission to B&A Engineers, Inc 5505 W. Franklin Rd. Boise, Id. 83705  
Name Address

to submit the accompanying application pertaining to that property.

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

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

Dated this 9<sup>th</sup> day of November, 20 15

[Signature]  
Signature

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



Adair Koltes  
Notary Public for Idaho

Residing at: Nampa, ID

My commission expires: 6-05-16

ADA COUNTY RECORDER Christopher D. Rich  
BOISE IDAHO Pgs=7 CHE FOWLER  
TITLEONE BOISE  
2017-016806  
02/24/2017 02:37 PM  
\$28.00

This Correction Warranty Deed is being recorded to correct the grantor in the original deed recorded 11/29/2016 as Instrument No. 2016-115035 and to attach the correct legal description

**Correction Warranty Deed**

For value received,

Corey Barton, a married man as his sole and separate property AND Corey Barton Homes, Inc. an Idaho Corporation dba CBH Homes

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

ENDURANCE HOLDINGS, LLC, an Idaho Limited Liability Company

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

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

See attached Exhibit "A"

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

[Signature]  
Corey Barton  
[Signature]  
Corey Barton Homes, Inc.  
By: [Signature]  
Corey Barton, President

State of Idaho, County of Ada  
On this 17th day of Feb, 2017, before me, the undersigned, a notary public personally appeared Corey Barton, known to me or proven to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.  
[Signature]  
Notary Public  
Residing in: Eagle, Idaho  
Expires: Commission Expires: 6/18/2022



State of Idaho, County of Ada  
On this 17th day of Feb, 2017, before me, the undersigned, a notary public in and for said state, personally appeared Corey Barton, known to me to be the President of the Corporation that executed this instrument and the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.  
In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]  
Notary Public  
Residing in: Eagle, Idaho  
Expires: Commission Expires: 6/18/2022



**B & A Engineers, Inc.**

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

**EXHIBIT "A"****Parcel 1**

A portion of the southwest quarter of the northeast quarter 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  $S00^{\circ}19'50''E$ , 2,643.85 feet along the centerline of 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; thence  $S89^{\circ}56'20''W$ , 1,015.00 feet along the southerly boundary of the northeast quarter of said Section 14; thence  $N10^{\circ}49'45''W$ , 28.50 feet to the Point of Beginning:

Thence  $S89^{\circ}56'20''W$ , 1,641.84 feet;

Thence  $N00^{\circ}09'48''W$ , 879.90 feet;

Thence  $N62^{\circ}24'45''E$ , 89.87 feet;

Thence  $N59^{\circ}26'54''E$ , 40.84 feet;

Thence  $S89^{\circ}53'45''E$ , 429.41 feet;

Thence  $S00^{\circ}06'15''W$ , 100.00 feet;

Thence  $S04^{\circ}20'40''W$ , 50.14 feet;

Thence  $S00^{\circ}09'48''E$ , 228.00 feet;

Thence  $S19^{\circ}19'17''E$ , 163.06 feet;

Thence  $S00^{\circ}03'40''E$ , 72.00 feet;

Thence  $S31^{\circ}39'14''W$ , 82.29 feet;

Thence  $S00^{\circ}03'40''E$ , 100.00 feet;

Thence  $S09^{\circ}51'21''W$ , 50.76 feet;

Thence  $S00^{\circ}03'40''E$ , 108.00 feet;

Thence  $N89^{\circ}56'20''E$ , 1,022.11 feet;

Thence  $N80^{\circ}54'11''E$ , 75.91 feet;

Thence  $S10^{\circ}49'45''E$ , 21.29 feet to the Point of Beginning.

Comprising 12.10 acres more or less



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

Parcel II

A portion of the northwest quarter 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  $S00^{\circ}19'50''E$ , 2,643.85 feet along the centerline of 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; thence  $S89^{\circ}56'20''W$ , 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  $S89^{\circ}56'43''W$ , 20.00 feet along the southerly boundary of the northwest quarter of said Section 14 which is the Point of Beginning;

Thence continuing  $S89^{\circ}56'43''W$ , 505.48 feet along the southerly boundary of the northwest quarter of said Section 14;

Thence  $N18^{\circ}56'15''E$ , 112.81 feet;

Thence  $N40^{\circ}53'15''E$ , 75.00 feet;

Thence  $N64^{\circ}08'15''E$ , 150.00 feet;

Thence  $N36^{\circ}55'15''E$ , 80.00 feet;

Thence  $N09^{\circ}16'15''E$ , 49.70 feet;

Thence  $N06^{\circ}05'45''W$ , 79.60 feet;

Thence  $N30^{\circ}39'45''W$ , 134.10 feet;

Thence  $N22^{\circ}13'45''W$ , 94.40 feet;

Thence  $N27^{\circ}59'45''W$ , 297.91 feet;

Thence  $N13^{\circ}23'45''W$ , 109.40 feet;

Thence  $N23^{\circ}51'45''W$ , 149.50 feet;

Thence  $N48^{\circ}45'45''W$ , 94.20 feet;

Thence  $N00^{\circ}27'52''W$ , 135.99 feet;



**B & A Engineers, Inc.**  
Consulting Engineers & Surveyors  
5505 W. Franklin Rd. Boise, Id. 83705  
Phone. 208-348-3381 Facsimile 208-342-5792

**Thence S89°56'56"E, 635.11 feet;**

**Thence S00°09'48"E, 1,326.97 feet to the Point of Beginning.**

**Comprising 12.90 acres more or less**





**B & A Engineers, Inc.**  
 Consulting Engineers & Surveyors  
 8505 W. Franklin Rd. Boise, Id. 83705  
 Phone. 208-348-3381 Facsimile 208-342-5792

Parcel III

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  $S00^{\circ}19'50''E$ , 2,643.85 feet along the centerline of 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; thence  $S89^{\circ}56'20''W$ , 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  $S89^{\circ}56'43''W$ , 20.00 feet along the southerly boundary of the northwest quarter of said Section 14; thence  $N00^{\circ}09'48''W$ , 907.90 feet to the Point of Beginning:

Thence continuing  $N00^{\circ}09'48''W$ , 419.07 feet;

Thence  $S89^{\circ}56'56''E$ , 20.00 feet;

Thence  $N00^{\circ}09'48''W$ , 146.95 feet;

Thence  $N89^{\circ}50'12''E$ , 120.00 feet;

Thence  $S85^{\circ}19'37''E$ , 50.18 feet;

Thence  $S89^{\circ}53'45''E$ , 360.00 feet;

Thence  $N00^{\circ}06'15''E$ , 101.01 feet;

Thence  $N05^{\circ}35'07''W$ , 50.00 feet;

Thence  $N00^{\circ}06'15''E$ , 104.23 feet;

Thence  $S89^{\circ}53'45''E$ , 83.00 feet;

Thence  $N67^{\circ}47'21''E$ , 53.90 feet;

Thence  $N89^{\circ}42'40''E$ , 100.00 feet to the westerly boundary of Arbor Ridge Subdivision No. 1 as shown in Book 96 of Plate Pages 10269 through 12074 Records, Ada County, Idaho;

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





## B & A Engineers, Inc.

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

### Arbor Ridge Subdivision No. 7 Boundary Description

5 February 2019

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

Commencing at the northeast corner of said Section 14; thence  $S00^{\circ}19'50''E$ , 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  $S89^{\circ}56'20''W$ , 2,642.11 feet along the southerly boundary of the northeast quarter of said Section 14 and along the centerline of W. Ardell Road to the southwest corner of the northeast quarter of said Section 14; thence  $N00^{\circ}09'48''W$ , 1,472.27 feet along the westerly boundary of said northeast quarter to the **Point of Beginning**:

Thence continuing  $N00^{\circ}09'48''W$ , 520.03 feet to the southwest corner of land described in Instrument Number 103022913, records of the Ada County, Idaho, Recorder;

Thence  $S89^{\circ}50'28''E$ , 660.11 feet along a line parallel to the northerly boundary of the northeast quarter of said Section 14 and along the southerly boundary of land described in said Instrument Number 103022913 to the westerly boundary of Arbor Ridge Subdivision No. 1 as shown in Book 96 of Plats Pages 10269 through 12074 Records, Ada County, Idaho;

Thence the following courses and distances along said westerly boundary of Arbor Ridge Subdivision No. 1:  
 $S00^{\circ}09'48''E$ , 2.83 feet;  
 $S53^{\circ}07'39''E$ , 123.65 feet;  
 $S00^{\circ}17'20''E$ , 169.84 feet;

Thence leaving said southerly boundary of Arbor Ridge Subdivision No. 1  $S89^{\circ}42'40''W$ , 100.00 feet;

Thence  $S67^{\circ}47'21''W$ , 53.90 feet;

Thence  $N89^{\circ}53'45''W$ , 83.00 feet;

Thence  $S00^{\circ}06'15''W$ , 104.23 feet;

Thence  $S05^{\circ}35'07''E$ , 50.00 feet;

Thence  $S00^{\circ}06'15''W$ , 101.01 feet;

Thence  $N89^{\circ}53'45''W$ , 360.00 feet;

Thence  $N85^{\circ}19'37''W$ , 50.18 feet;

Thence  $S89^{\circ}50'12''W$ , 120.00 feet to the **Point of Beginning**.

Comprising 7.60 acres, more or less.





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Ph. 208-343-3381 Fax 208-342-5792

22 July, 2020

**City of Kuna**

751 W. 4th St.  
Kuna, Idaho 83634

**Subject: Final Plat Approval Request for – Arbor Ridge Subdivision No. 7**

City Staff:

We are pleased to present the final plat application and supporting documents with a request for the applicable City signatures for the final plat of Arbor Ridge Subdivision No. 7.

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

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

On behalf of the applicant, as their representative, we respectfully request the signatures of the City for this Subdivision.

Sincerely,



David Crawford  
B&A Engineers, Inc.

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



107090857

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

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

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## ARTICLE I: RECITALS

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

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

1.3 Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness, to ensure a well integrated, high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon in a cost effective and administratively efficient manner.

## ARTICLE II: DECLARATION

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

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

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

### ARTICLE III: DEFINITIONS

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

3.2 "Subdivision" shall mean the Property.

3.3 "Common Area" shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment and benefit of the entire Subdivision development and each Owner therein, which real property is legally described in Exhibit B attached hereto and made a part hereof. Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. Common Area may include easement and/or license rights.

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

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

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

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

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

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

3.10 "Building Lot" shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be

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

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

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

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

3.14 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, wildlife habitat improvements, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, recreational facilities, and fixtures of any kind whatsoever.

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

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

3.17 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

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

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

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

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

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

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

3.23 "Supplemental Declaration" shall mean any supplemental declaration including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property.

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

#### ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

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

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

4.1.2 Architectural Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deem relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Grantor or the applicable Architectural Committee whichever is more restrictive.

4.1.4 Accessory Structures. Detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the applicable Architectural Committee. Garages and storage sheds shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pools, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located unless approved in advance.

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

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

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

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

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

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

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

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

4.4 No Further Subdivision. No Building Lot may be further subdivided.

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

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of the Association.

4.7 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities

on or adjoining their Building Lot which would otherwise be the Associations' responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article IX of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Associations fail to exercise their rights within a reasonable time following written notice by such Owner.

**4.8 Interior Maintenance; Owner's Obligations.** No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining their Building Lot which would otherwise be the Associations' responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article IX of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Associations fail to exercise their rights within a reasonable time following written notice by such Owner.

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

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

**4.11 Unsightly Articles.** No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the

generality of the foregoing, refuse, garbage and trash shall be kept at all times in such containers and in areas approved by the applicable Architectural Committee. No clothing or fabrics shall be hung, dried or aired in such a way as to be visible to other property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.12 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

4.13 No Unscreened Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are enclosed by a structure and/or fencing concealing them from view in a manner approved by the applicable Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.14 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Kuna City Sewer System and pay all charges assessed therefore.

4.15 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This paragraph 4.15 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.16 Energy Devices, Outside. No energy production devices, including but not limited to generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the applicable Architectural Committee, except for heat pumps shown in the plans approved by the Architectural Committee. This paragraph 4.16 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

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

4.18 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This paragraph 4.18 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2)

domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in the Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. The construction of dog runs or other pet enclosures shall be subject to applicable Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and/or rear Building Lot line, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from Common Area or an adjacent Building Lot.

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

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

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

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

4.21 Commencement of Construction. Any Owner of a Building Lot shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within six (6) months thereafter. The term "commence the construction" as used in this paragraph 4.21, shall require actual physical construction activities upon such dwelling structure upon such Building Lot.

4.22 Roofing Material. See Exhibit C.

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

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

4.24 Waterway Easements. Grantor hereby reserves an easement for all Waterways and related pipes, pumps and other equipment over, across, under and through all Lots, Common Areas, and Restricted Areas to the extent reasonably required to maintain any Waterway system installed by Grantor on the Property, or pursuant to plans and specifications approved by the Architectural Committee. The Association shall have the right, but not the obligation, to maintain all Waterways to be maintained by a governmental or quasi-governmental authority, and to bill the applicable governmental or quasi-governmental authority for all such maintenance conducted by the Association. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any Waterway which it determines, in its discretion, to be necessary, expedient or desirable; provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterway. Under no circumstances whatsoever shall the Waterways be used by any Owner, Member, tenants, invitees, and/or guests for recreational purposes including, without limitation, wading and/or swimming.

#### ARTICLE V: HOMEOWNERS' ASSOCIATION

5.1 Organization of Homeowners' Association. The Association shall be initially organized by Grantor as a nonprofit corporation under the provisions of the Idaho Code relating to nonprofit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

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

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below.

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association on the earlier to occur of either of the following events: (a) when the Class B Member hold no votes, so long as the Property has been fully platted (including future additions to the Property in Grantor's discretion); or (b) ten (10) years after the date the Declaration is recorded in the official records of Ada County, Idaho.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

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

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the nonprofit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets, including water rights when and if received from Grantor, and affairs and the performance of the other responsibilities herein assigned, including without limitation:

**5.5.1.1 Assessments.** The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

**5.5.1.2 Right of Enforcement.** The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

**5.5.1.3 Delegation of Powers.** The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, and to contract for the maintenance, repair, replacement and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

**5.5.1.4 Association Rules.** The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas by the Owners, their families, invitees, licensees, lessees or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

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

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

preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

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

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

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

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

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

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

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

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

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

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

5.5.2.5 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for Common Area, and to manage for the benefit of the Subdivision all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

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

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

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

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

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

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

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

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

5.5.2.8 Newsletter. If it so elects, prepare and distribute a newsletter on matters of general interest to Association Members, the cost of which shall be included in Regular Assessments.

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

5.5.2.10 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the

Association, the Grantor, or the Architectural Committee, or any other committee, or any officer of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

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

5.7.1 A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

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

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

## ARTICLE VI: LIGHT MAINTENANCE OF STORM WATER FACILITIES

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

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

6.2. ACHD Storm Water Drainage System. Portions of Lots 1, 7 and 8, Block 1; Lot 6, Block 3; Lots 1, 2 and 24, Block 4; Lots 8, 9, 10 and 11, Block 7; Lots 1, 2, 3, 4 and 5, Block 8; and Lots 8, 9 and 10, Block 10 Arbor Ridge Subdivision No. 1 according the official plat thereof and Lot 1, Block 1 and a portion of Lot 14, Block 3, Silverdale Subdivision according to the official plat thereof contain the Ada County Highway District ("ACHD") storm water drainage system. These Lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on June 1, 2004 as Instrument No. 104068411 official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

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

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

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

6.6. Grading. The owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of Kuna City Code or by the Association, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the Ada county Highway District, or other public agency, and plantings and ground cover installed or completed thereon.

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

## ARTICLE VII: RIGHTS TO COMMON AREAS

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

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

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

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

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

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

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

**7.3 Delegation of Right to Use.** Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Common Area, to the general public, and such delegation to the general public shall be for a fee set by Grantor or Association.

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

## ARTICLE VIII: PRESSURIZED IRRIGATION

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

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

## ARTICLE IX: ASSESSMENTS

9.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

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

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

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

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

9.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys fees and other professional fees, for the conduct of its

affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

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

9.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner, including Grantor, for any given fiscal year shall be computed as follows:

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

### 9.3 Special Assessments.

9.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority

of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

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

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

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

9.6 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

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

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

9.9 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the

dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph 9.9 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

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

#### ARTICLE X: ENFORCEMENT OF ASSESSMENTS; LIENS

10.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 10.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

#### 10.2 Assessment Liens.

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

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

10.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

10.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s), and a copy thereof is recorded by the Association in the Office of the Ada County Recorder.

10.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 10.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

10.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and

recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

#### ARTICLE XI: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

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

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

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

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

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

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

#### ARTICLE XII: ARCHITECTURAL COMMITTEE

12.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on the Architectural Committee ("Architectural Committee" or "AC"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

12.2 Grantor's Right of Appointment. At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration that Grantor is the Owner of any of the Property, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed,

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

12.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

12.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements to the Association for the maintenance thereof, and/or upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

12.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to Common Area.

12.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and

descriptions or samples of exterior material and colors. Until receipt by the Architectural Committee of any required plans and specifications, the Architectural Committee may postpone review of any plan submitted for approval.

**12.3.4 Architectural Committee Decisions.** Decisions of the Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article XII shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within thirty (30) days after the date of filing said materials with the Architectural Committee.

**12.4 Meetings of the Architectural Committee.** The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate a Architectural Committee representative (who may but need not be one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 12.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

**12.5 No Waiver of Future Approvals.** The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

**12.6 Compensation of Members.** The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

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

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

**12.7.2** Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day

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

12.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

12.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

12.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

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

Architectural Committee, and shall become effective upon recordation in the office of the County Recorder of Ada County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

### ARTICLE XIII: EASEMENTS

13.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the Improvements including but not limited to structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph 13.1.

13.2 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

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

13.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on a Plat or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however that the Owner of such Building Lots and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XIII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Association Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

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

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

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

13.5 Driveway Easements. Whenever a driveway is installed within the Property which in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served, or installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway shall be entitled to full use and enjoyment of such other Building Lot as required to service such Owner's Building Lot or to repair, replace or maintain such driveway.

13.6 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or driveways, or with respect to the sharing of the cost therefore, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf

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

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

13.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the eave line.

13.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall, constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within three (3) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed 3 feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

#### ARTICLE XIV: MISCELLANEOUS

14.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2030, unless amended as herein provided. After December 31, 2030, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Kuna and Ada County Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

14.2 Amendment.

14.2.1 By Grantor. Except as provided in paragraph 14.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a particular Tract

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

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

14.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

14.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

14.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph 14.4.

14.5 Enforcement and Non-Waiver.

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

14.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action in the

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

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

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

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

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

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

14.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 14.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

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

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

14.7 Successors and Assigns. All references herein to Grantor, Owners, any Association or person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Association or person.

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

#### ARTICLE XV: ANNEXATION

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

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

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

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

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

DYVER DEVELOPMENT LLC,  
an Idaho limited liability company

By: \_\_\_\_\_

Corey Barton, Managing Member

ACKNOWLEDGMENT

STATE OF IDAHO )  
                          ) ss.  
County of Ada )

On this 27<sup>th</sup> day of June, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared COREY BARTON, known or identified to me to be the Managing Member of DYVER DEVELOPMENT LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

Adair Koltus  
Notary Public for Idaho  
Residing at Nampa, ID  
My commission expires: 6-05-2010





City of Kuna  
Planning & Zoning Department

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

## Agency Notification

August 20, 2020

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

<b>FILE NUMBER:</b>	20-16-FP (Final Plat) – Arbor Ridge No. 7
<b>PROJECT DESCRIPTION</b>	B&A Engineers requests Final Plat Approval for Arbor Ridge No. 7, which consists of 30 buildable lots and 3 common lots (33 total lots) on 7.6 acres (APN: S1314121001)
<b>SITE LOCATION</b>	E Ardell Road, Kuna, Idaho 83634.
<b>REPRESENTATIVE</b>	<i>B&amp;A Engineers</i> 5505 W Franklin Road Boise, ID 83705 208-343-3381 <a href="mailto:dacrawford@baengineers.com">dacrawford@baengineers.com</a>
<b>SCHEDULED HEARING DATE</b>	Tuesday, <b>September 15, 2020.</b> 6:00 P.M.
<b>STAFF CONTACT</b>	Doug Hanson <a href="mailto:dhanson@kunaid.gov">dhanson@kunaid.gov</a> Phone: 922.5274 Fax: 922.5989
<p>We have enclosed information to assist you with your consideration and response. <b>No response within 15 business days will indicate you have no objection or comments for this project.</b> 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. 4<sup>th</sup> Street, Kuna, ID 83634. Please contact staff with questions. <b>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.</b> If your agency needs additional time for review, please let our office know ASAP.</p>	



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

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

## FINAL PLAT MEMORANDUM

**Date:** 26 August 2020  
**From:** Paul A. Stevens, P.E.  
**To:** Wendy Howell, Planning and Zoning Director  
**RE:** Arbor Ridge 7 Subdivision 20-09-FP

---

The Arbor Ridge 7 Subdivision 20-16-FP Plat request dated 20 August 2020 has been reviewed. This review is based on land use as allowed or permitted in an "R-4" zone.

This Final Plat encompasses 7.6 Acres containing thirty (30) single family residential lots, and three (3) 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 & Civil Design Drawings.

### **2) General**

- a) Arbor Ridge 7 Subdivision 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 Civil Engineering Drawings/Record Drawings.
- c) Provide a final plat showing all modifications stemming from construction.

### **3) Inspection & Fees**

- a) 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. Payment was collected at the preconstruction meeting.

**4) Sanitary Sewer & Potable Water Connection & Fees**

- a) This project is in agreement with the Sewer, and Water master plans.
- b) This project will add to the Danskin Lift Station.

**5) Pressurized Irrigation**

- a) This project is in agreement with the PI master plan.
- b) Pressurized Irrigation services shall be placed such that they are convenient for the lot owner to access.

**6) Grading and Storm Drainage**

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

- a) Grading and drainage plans shall be 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) Elevations shall be actual NAVD 88 datum elevations. A localized elevation/coordinate system is specifically not acceptable.
- d) 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.
- e) Privacy fencing shall be placed on the high lot such that it is in fact a privacy fence.
- f) 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.
  - (3) Adjustments to the Final Plat shall be accomplished before recording at ADA county.

**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.*



received  
9.4.20

Serving Ada, Boise, Elmore and Valley Counties  
cdh.idaho.gov

20-0803

September 2, 2020

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

RE: Arbor Ridge Subdivision No 7

Dear Mr. McGrane:

Central District Health has reviewed and does approve the final plat for this subdivision for central water and central sewer facilities. Final approval was given September 2, 2020.

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

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

Sincerely,

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

cc: B & A Engineers -- David Crawford  
Challenger Development  
City of Kuna

LB:jm



# 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: 20-18-FP (Final Plat) – Winfield Springs No. 7

Location: E. Ardell Road,  
Kuna Idaho 83634

Planner: Doug Hanson, Planner I

Meeting Date: September 15, 2020

Owner: Susan Stanley  
3103 W Sheryl Drive, Suite 100  
Meridian, ID 83642  
208.424.0020  
[stanley@tollbrothers.com](mailto:stanley@tollbrothers.com)

Applicant: Van Elg  
250 S. Beechwood Ave. Ste. 201  
Boise, ID 83709  
208.376.7330  
[velg@jub.com](mailto:velg@jub.com)



#### A. General Project Facts:

- JUB Engineers is requesting final plat approval for Winfield Springs No. 7 which has thirty-five (35) residential building lots and six (6) common lots on a total of approximately 11.61 acres (Ada County Assessor Parcel No. S1313428170).

#### 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. 7.
- Staff has determined that the proposed final plat for Winfield Springs Subdivision No. 7 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.

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Jessica Reid](#); [Doug Hanson](#)  
**Subject:** Online Form Submittal: Final Plat  
**Date:** Wednesday, August 12, 2020 12:50:44 PM

---

## Final Plat

### Step 1

Please complete each section of application in full

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

In order for this application to be submitted a file **MUST** be provided for each item marked by a red asterisk (\*).

(Section Break)

#### Contact/Applicant Information

Owner(s) of Record Susan Stanley

Phone: 208-424-0020

Email: [ssstanley@tollbrothers.com](mailto:ssstanley@tollbrothers.com)

Address1 3103 W Sheryl Dr. Ste 100

Address2 *Field not completed.*

City Meridian

State ID

Zip 83642

Applicant (Developer): Van Elg

Applicant (Developer)  
Company: JUB Engineering

Phone: 208-376-7330

Email: [velg@jub.com](mailto:velg@jub.com)

Address1 S Beechwood Dr.

Address2 *Field not completed.*

City Boise

State ID

---

Zip	83709
Engineer/Representative:	Keith Morse, P.E.
Engineer/Representative Company:	JUB Engineering
Phone:	208-376-7330
Email:	kmorse@jub.com
Address1	S Beechwood Dr
Address2	<i>Field not completed.</i>
City	Boise
State	ID
Zip	83709

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(Section Break)

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#### Subject Property Information

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Site Address:	E ARDELL RD
Nearest Cross Streets:	Meridian Raod and Ardell Rd
Parcel Number(s):	S1313428170
Section, Township, Range:	SEC 13 2N 1W
Property Size:	11.61
Current Land Use:	Residential
Current Zoning District:	R6
Proposed Land Use:	Single Family Residential
Proposed Zoning District	R6

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(Section Break)

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#### Project Description

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Project/Subdivision Name:	Winfield Springs Subdivision No. 7
---------------------------	------------------------------------

---

General description of proposed project/request: Single Family Residential

Type of Use Proposed - Check all that apply: Residential

If Other has been selected, please provide a description: *Field not completed.*

Amenities provided with this development: Landscaped common lots

(Section Break)

Residential Project Summary (if applicable):

Are there existing buildings? No

Please describe existing buildings: N/A

Any existing buildings to remain? No

Number of Residential Units: 41

Number of buildable lots: 35

Number of common lots and/or other lots: 6

Type of dwellings proposed - Check all that apply: Single-Family

Minimum square footage of structures: *Field not completed.*

Gross Density (DU/Acre - Total Property): 4.21

Net Density (DU/Acre - Excluding Roads): 6.96

% of Open Space provided: 12.2

---

Acreage of Open Space: 0.55

---

Type of Open Space provided? Common lots

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(Section Break)

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Non-Residential Project Summary (if applicable):

---

Number of building lots: *Field not completed.*

---

Other lots: *Field not completed.*

---

Gross floor area square footage: *Field not completed.*

---

Existing: *Field not completed.*

---

Hours of Operation: *Field not completed.*

---

Building Height: *Field not completed.*

---

Total Number of Employees: *Field not completed.*

---

Max. Number of Employees at one time? *Field not completed.*

---

Number & ages of students/children: *Field not completed.*

---

Seating Capacity: *Field not completed.*

---

Existing fencing? Type? Will it remain? *Field not completed.*

---

Fencing type, size & location? *Field not completed.*

---

Handicapped parking spaces: *Field not completed.*

---

Total parking spaces: *Field not completed.*

---

Width of driveway aisle: *Field not completed.*

---

Proposed lighting: *Field not completed.*

---

Proposed landscaping: *Field not completed.*

---

**Step 2**


---

All applications are required to contain one copy of the following

---

Approved Drawings	<a href="#">WS7_CDs-r_Optimized.pdf</a>
Proposed Final Plat	<a href="#">WS7_Plat.pdf</a>
Findings of Fact & Conclusions of Law	<a href="#">KUNA_CC FoFCoL 5.16.17.pdf</a>
Proof of Ownership	<a href="#">Affidavit Winfield Springs 7.pdf</a>
Additional Proof	<a href="#">Warranty Deed 2017-058573.pdf</a>
Statement of Conformance	<a href="#">Final Plat Letter.docx</a>
CCNR's	<a href="#">Draft WinfieldSprings Declaration of CCRs.pdf</a>

---

The Final Plat shall include and be in compliance with all items required under Title 50, Chapter 13 of Idaho State Code.	Yes
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(Section Break)

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*By checking the "I agree" box below, you agree and acknowledge that 1) Your application will not be signed in the sense of a traditional paper document, 2) By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) You may still be required to provide a traditional signature at a later date.*

---

First Name	Becky
Last Name	Yzaguirre
Electronic Signature Agreement	I Agree
Date & Time	8/12/2020 12:45 AM

---

(Section Break)

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Affidavit of Legal Interest Form [Click here](#)

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Email not displaying correctly? [View it in your browser.](#)

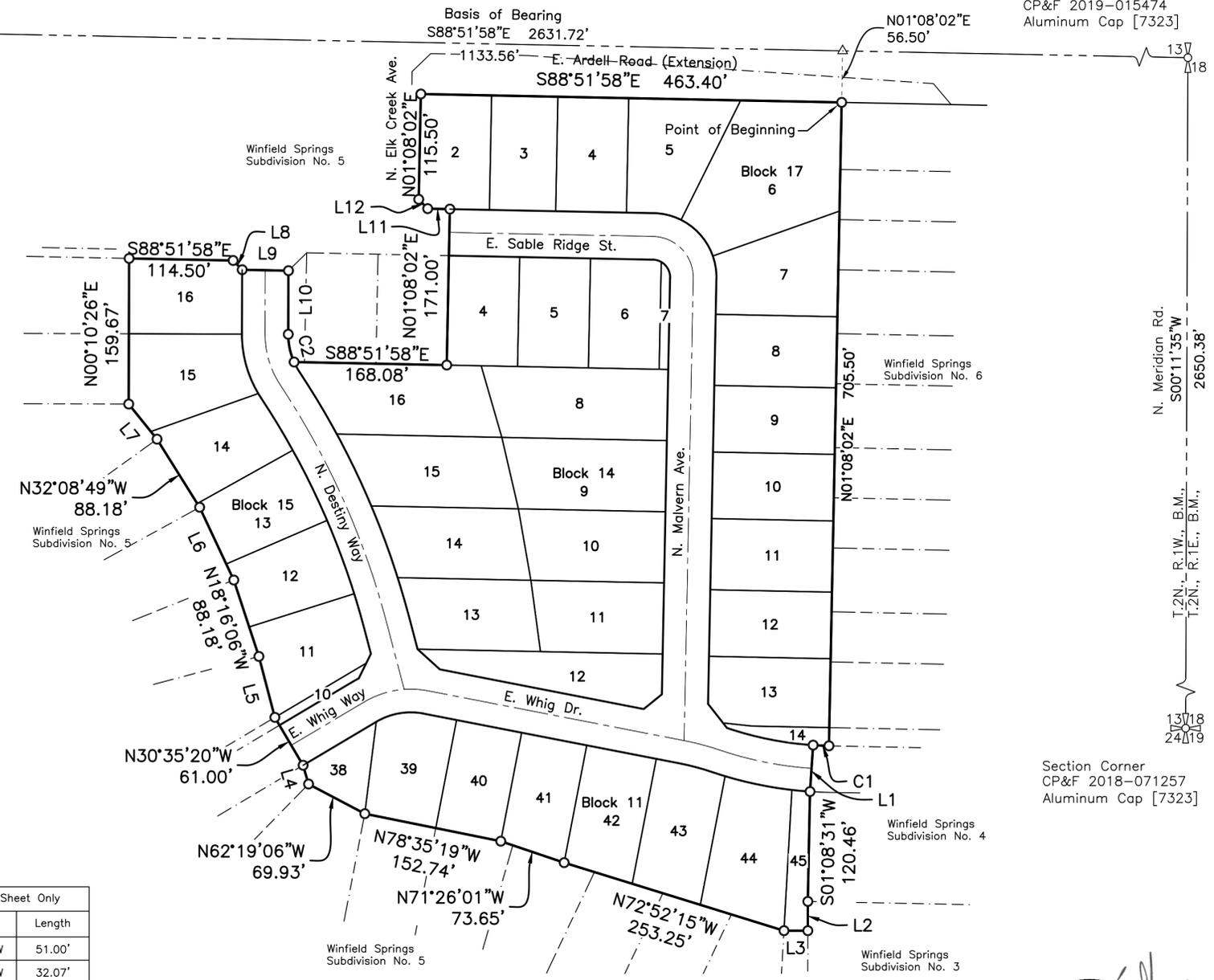
# PLAT SHOWING Winfield Springs Subdivision No. 7

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 \_\_\_\_\_

C 1/4  
CP&F 97066935  
5/8" Rebar [Bare]

1/4 Corner  
CP&F 2019-015474  
Aluminum Cap [7323]



### Legend

- Subdivision Boundary Line
- Lot Line
- Right-of-way Line
- Section Line
- Center Line
- Adjacent Property Line
- Match Line
- Tie Line
- Utility Easement Line
- ACHD Sidewalk Easement Line
- ACHD Temporary Off-Site Drainage Easement Line
- ACHD Drainage Easement Line
- Kuna Irrigation & Utility Easement Line
- Section Corner, as noted
- Quarter-Section Corner, as noted
- Found 5/8" Rebar
- 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 1-3/16" Bernt'sen BP Cap with Magnet Marked "J-U-B 16642"
- Set 1/2"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

Line Table - This Sheet Only

Line #	Direction	Length
L1	S03°48'36"W	51.00'
L2	S00°00'24"W	32.07'
L3	N89°58'52"W	26.30'
L4	N16°13'03"W	21.42'
L5	N14°47'56"W	69.08'
L6	N25°12'28"W	88.18'
L7	N39°00'29"W	49.58'
L8	S44°20'46"E	14.26'
L9	S88°51'58"E	51.01'
L10	S00°10'26"W	69.70'
L11	N88°51'58"W	24.40'
L12	N43°51'58"W	14.14'

Curve Table - This Sheet Only

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	17.45'	373.67'	2°40'34"	N87°31'41"W	17.45'
C2	31.35'	74.50'	24°06'26"	S11°52'47"E	31.12'

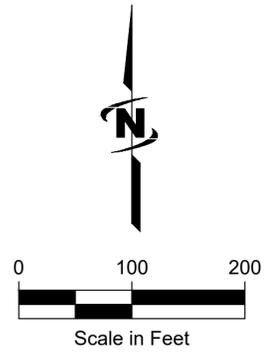
N. Meridian Rd.  
S00°11'35"W  
2650.38'

Section Corner  
CP&F 2018-071257  
Aluminum Cap [7323]



13 JUL 2020

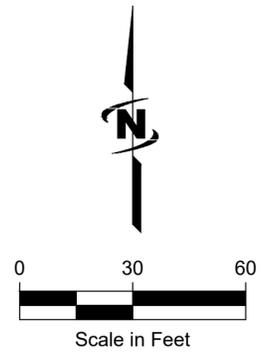
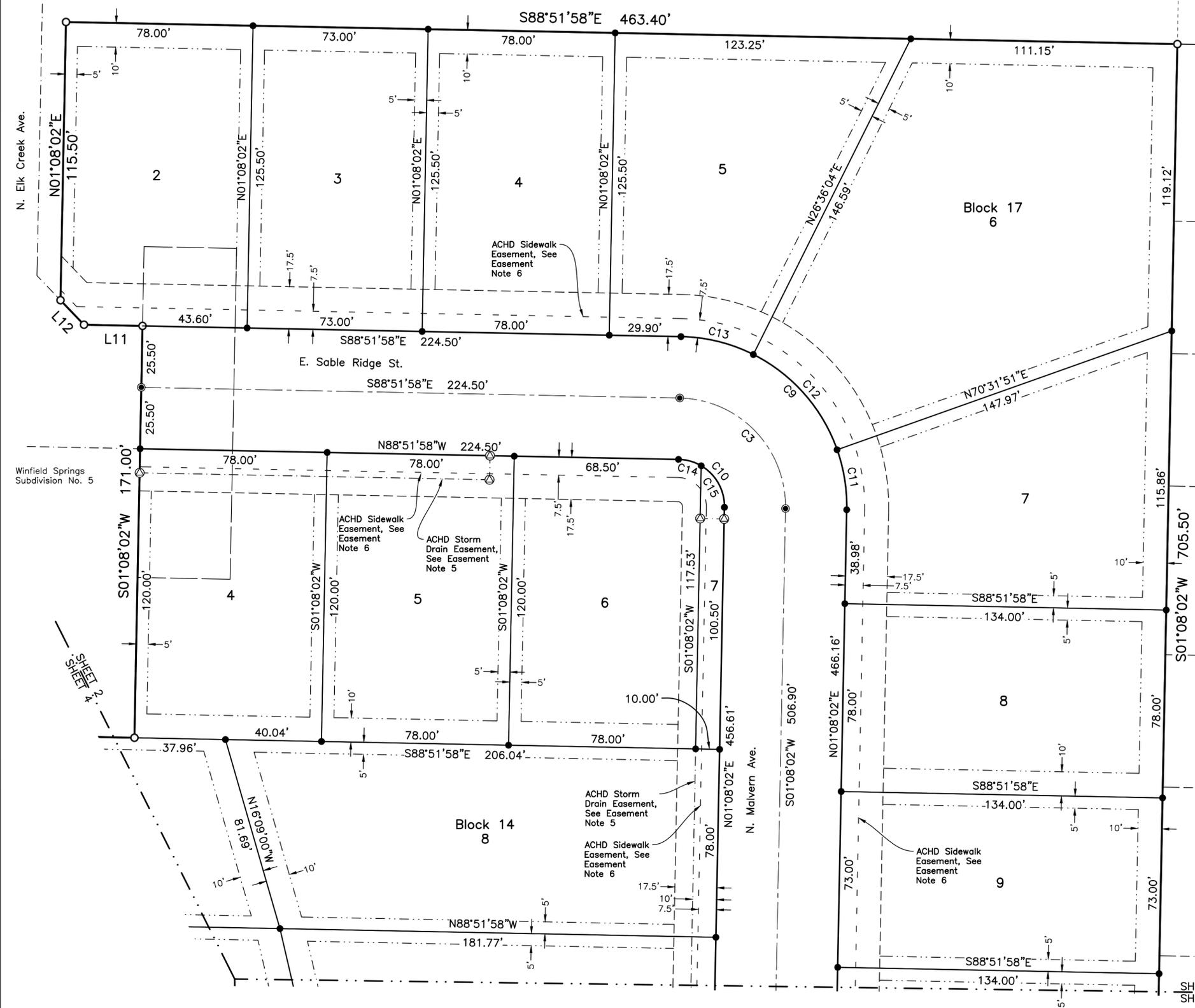
THIS IS A DRAFT VERSION OF THE PLAT AND IT IS PRELIMINARY IN NATURE. IT HAS NOT YET RECEIVED AGENCY APPROVAL NOR HAVE MONUMENTS BEEN INSTALLED.  
**NOT FOR RECORDATION**



**J-U-B ENGINEERS, INC.**  
250 South Beechwood Avenue, Suite 201, Boise, ID 83709-0944  
p 208 376 7330 w www.jub.com  
JUB Project No. 10-19-088

# PLAT SHOWING Winfield Springs Subdivision No. 7

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



Curve Table - This Sheet Only

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C3	70.69'	45.00'	90°00'00"	N43°51'58"W	63.64'
C9	110.74'	70.50'	90°00'00"	N43°51'58"W	99.70'
C10	30.63'	19.50'	90°00'00"	N43°51'58"W	27.58'
C11	25.35'	70.50'	20°36'11"	N09°10'03"W	25.21'
C12	54.05'	70.50'	43°55'48"	N41°26'03"W	52.74'
C13	31.34'	70.50'	25°28'01"	N76°07'57"W	31.08'
C14	9.92'	19.50'	29°09'19"	N74°17'18"W	9.82'
C15	20.71'	19.50'	60°50'41"	N29°17'18"W	19.75'

Line Table - This Sheet Only

Line #	Direction	Length
L11	N88°51'58"W	24.40'
L12	N43°51'58"W	14.14'



13 JUL 2020

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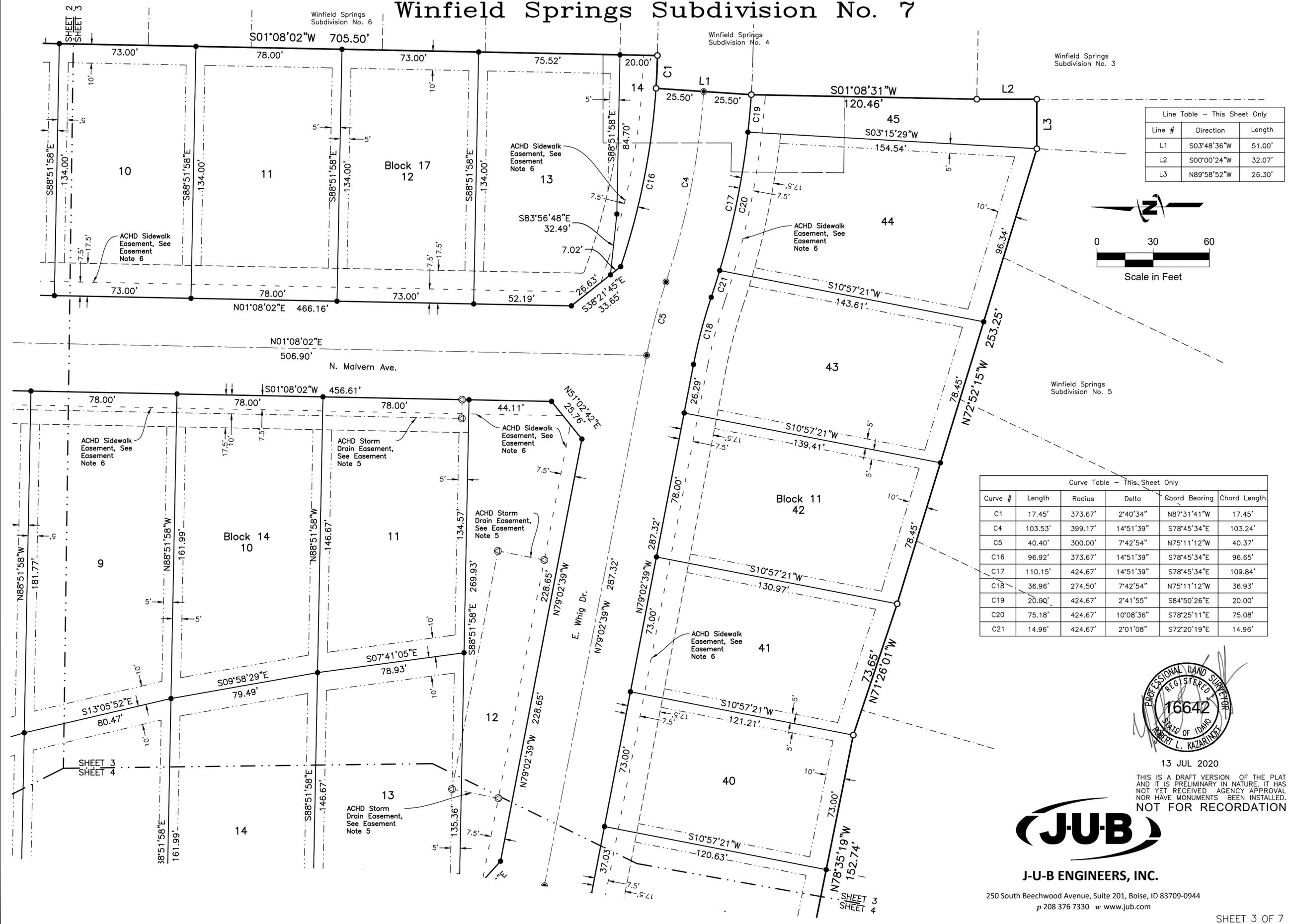


J-U-B ENGINEERS, INC.

250 South Beechwood Avenue, Suite 201, Boise, ID 83709-0944  
p 208 376 7330 w www.jub.com

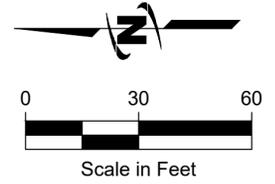
# PLAT SHOWING Winfield Springs Subdivision No. 7

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



Line Table - This Sheet Only

Line #	Direction	Length
L1	S03°48'36"W	51.00'
L2	S00°00'24"W	32.07'
L3	N89°58'52"W	26.30'



Curve Table - This Sheet Only

Curve #	Length	Radius	Delta	Subd Bearing	Chord Length
C1	17.45'	373.67'	2°40'34"	N87°31'41"W	17.45'
C4	103.53'	399.17'	14°51'39"	S78°45'34"E	103.24'
C5	40.40'	300.00'	7°42'54"	N75°11'12"W	40.37'
C16	96.92'	373.67'	14°51'39"	S78°45'34"E	96.65'
C17	110.15'	424.67'	14°51'39"	S78°45'34"E	109.84'
C18	36.96'	274.50'	7°42'54"	N75°11'12"W	36.93'
C19	20.00'	424.67'	2°41'55"	S84°50'26"E	20.00'
C20	75.18'	424.67'	10°08'36"	S78°25'11"E	75.08'
C21	14.96'	424.67'	2°01'08"	S72°20'19"E	14.96'



13 JUL 2020

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**



**J-U-B ENGINEERS, INC.**  
 250 South Beechwood Avenue, Suite 201, Boise, ID 83709-0944  
 p 208 376 7330 w www.jub.com

# PLAT SHOWING Winfield Springs Subdivision No. 7

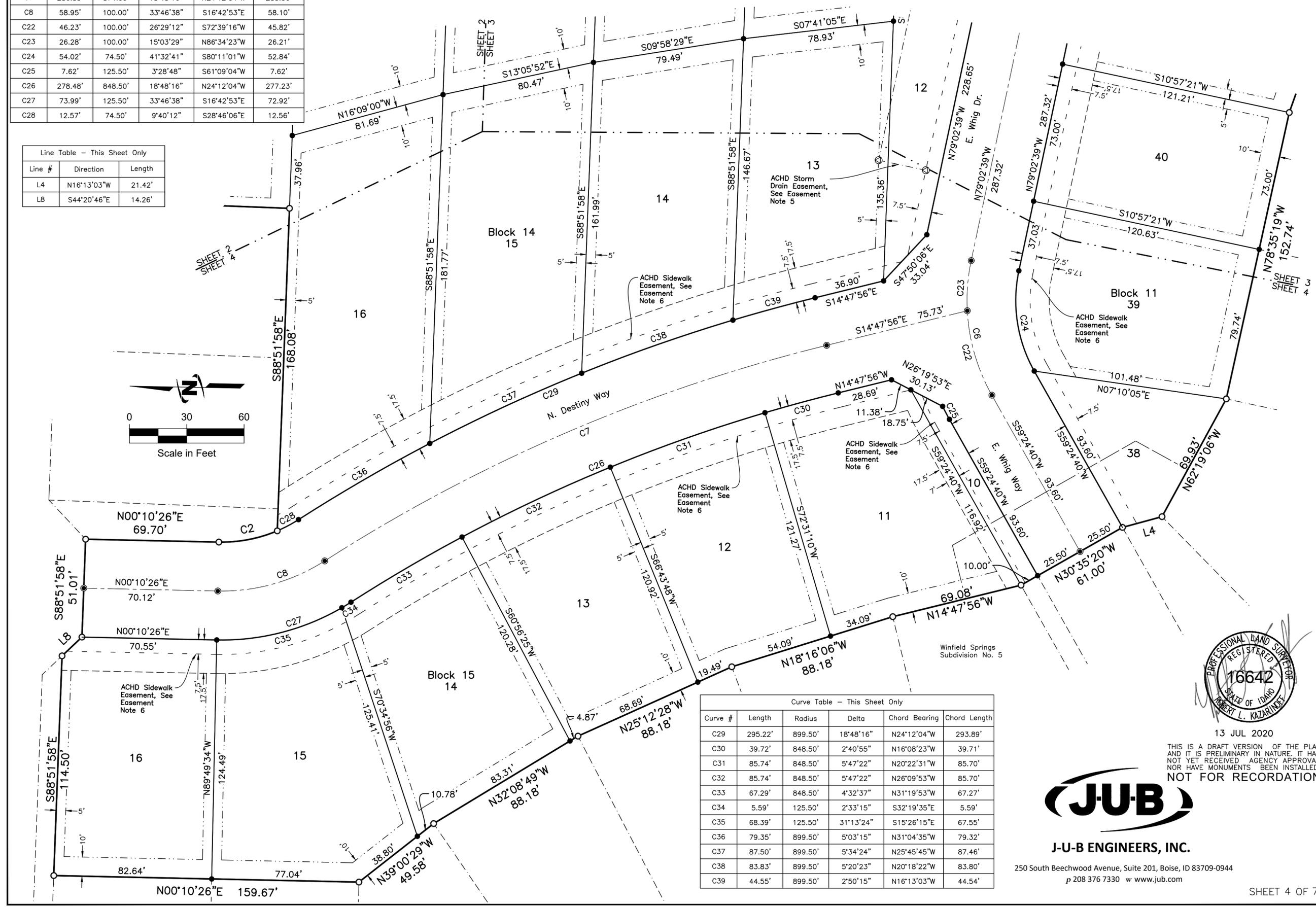
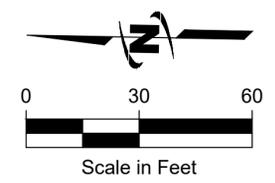
PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

Curve Table - This Sheet Only

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C2	31.35'	74.50'	24°06'26"	S11°52'47"E	31.12'
C6	72.51'	100.00'	41°32'41"	S80°11'01"W	70.93'
C7	286.85'	874.00'	18°48'16"	N24°12'04"W	285.56'
C8	58.95'	100.00'	33°46'38"	S16°42'53"E	58.10'
C22	46.23'	100.00'	26°29'12"	S72°39'16"W	45.82'
C23	26.28'	100.00'	15°03'29"	N86°34'23"W	26.21'
C24	54.02'	74.50'	41°32'41"	S80°11'01"W	52.84'
C25	7.62'	125.50'	3°28'48"	S61°09'04"W	7.62'
C26	278.48'	848.50'	18°48'16"	N24°12'04"W	277.23'
C27	73.99'	125.50'	33°46'38"	S16°42'53"E	72.92'
C28	12.57'	74.50'	9°40'12"	S28°46'06"E	12.56'

Line Table - This Sheet Only

Line #	Direction	Length
L4	N16°13'03"W	21.42'
L8	S44°20'46"E	14.26'



Curve Table - This Sheet Only

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C29	295.22'	899.50'	18°48'16"	N24°12'04"W	293.89'
C30	39.72'	848.50'	2°40'55"	N16°08'23"W	39.71'
C31	85.74'	848.50'	5°47'22"	N20°22'31"W	85.70'
C32	85.74'	848.50'	5°47'22"	N26°09'53"W	85.70'
C33	67.29'	848.50'	4°32'37"	N31°19'53"W	67.27'
C34	5.59'	125.50'	2°33'15"	S32°19'35"E	5.59'
C35	68.39'	125.50'	31°13'24"	S15°26'15"E	67.55'
C36	79.35'	899.50'	5°03'15"	N31°04'35"W	79.32'
C37	87.50'	899.50'	5°34'24"	N25°45'45"W	87.46'
C38	83.83'	899.50'	5°20'23"	N20°18'22"W	83.80'
C39	44.55'	899.50'	2°50'15"	N16°13'03"W	44.54'



13 JUL 2020  
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**



**J-U-B ENGINEERS, INC.**  
250 South Beechwood Avenue, Suite 201, Boise, ID 83709-0944  
p 208 376 7330 w www.jub.com

# PLAT SHOWING Winfield Springs Subdivision No. 7

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

## Notes

1. Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of re-subdivision.
2. Lots 38 and 45 of Block 11, Lot 26 of Block 13, Lots 7 and 12 of Block 14, and Lot 10 of Block 15 are common lots which shall be owned and maintained by the Sterling Ranch Homeowners Association, Inc. The ownership and maintenance commitment may not be dissolved without the express consent of the City of Kuna.
3. Minimum building setback lines shall be in accordance with the City of Kuna's Zoning Ordinance at the time of issuance of the individual building permit, or as specifically approved and/or required.
4. Lots shall not be reduced in size without prior approval from the health authority.
5. No additional domestic water supplies shall be installed beyond the water system approved in the sanitary restriction release.
6. Reference is made to the public health letter on file with Ada County Recorder regarding additional restrictions.
7. This Subdivision is located within zone X (area of Minimal Flood Hazard) as shown on FEMA National Flood Hazard FIRMette exported on 5/17/2018 at 10:16:52 AM. Panel No. 16001C0250J, Effective date 10/02/2003.
8. This development recognizes Section 22-4503 of Idaho Code, Right to Farm Act, which states, "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
9. Maintenance of any irrigation, drainage pipe, or ditch, crossing a lot, is the responsibility of the lot owner, unless such responsibility is assumed by an irrigation or drainage entity or district.
10. The 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.
11. This Development is subject to Temporary ACHD License Agreement Instrument No. 2019-062834.
12. This development is subject to the Kuna Municipal Irrigation System, Instrument No. 2019-039090.
13. 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.
14. See Record of Survey 10672 for additional boundary information.

## Reference Documents

Subdivisions: Winfield Springs Subdivision No. 1, Winfield Springs Subdivision No. 2, Winfield Springs Subdivision No. 3

Surveys: ROSs 2060, 3684, 3985, 9004, & 10672.

Deeds: Warranty Deed 2017-013030 (Hill to Kuna Hill Development), & Grant Deed 2017-058573 (Kuna Hill Development to Toll ID I LLC).

Easements: \_\_\_\_\_

Release of Easements: \_\_\_\_\_

## Easement Notes

1. Lots 38 and 45 of Block 11, Lot 26 of Block 13, Lots 7 and 12 of Block 14, and Lot 10 of Block 15 are designated as having a Utility Easement co-situated with said Lot (i.e. blanket easement).
2. All Utility Easements shown or designated hereon are non-exclusive, perpetual, shall run with the land, are appurtenant to the lots shown hereon, and are hereby reserved for the installation, maintenance, operation, and use of public & private utilities, sewer service, cable television/data; City of Kuna water, sewer & drainage; appurtenances thereto; and lot drainage.
3. The Kuna Irrigation Easements shown hereon are non-exclusive, perpetual, shall run with the land, and are hereby reserved for the installation, maintenance, operation, and use of City of Kuna irrigation pipes & boxes; and appurtenances thereto.
4. The Drainage Easements shown hereon are non-exclusive, perpetual, shall run with the land, and are hereby reserved for ACHD; the installation, maintenance, operation, and use of storm water drainage facilities and the appurtenances thereto. ACHD is responsible for the maintenance of said Drainage Easements
5. Portions of Lots 4, 5, 7, 8, 9, 10, 11, 12 & 13 of Block 14 are servient to and contain the ACHD storm water drainage system. These lots are encumbered by that certain first amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015 as Instrument Number 2015-103256, official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system.
6. See Instrument Number \_\_\_\_\_ for Existing ACHD Sidewalk Easements.
7. 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.
8. All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.



13 JUL 2020

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**NOT FOR RECORDATION**



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

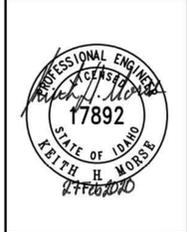
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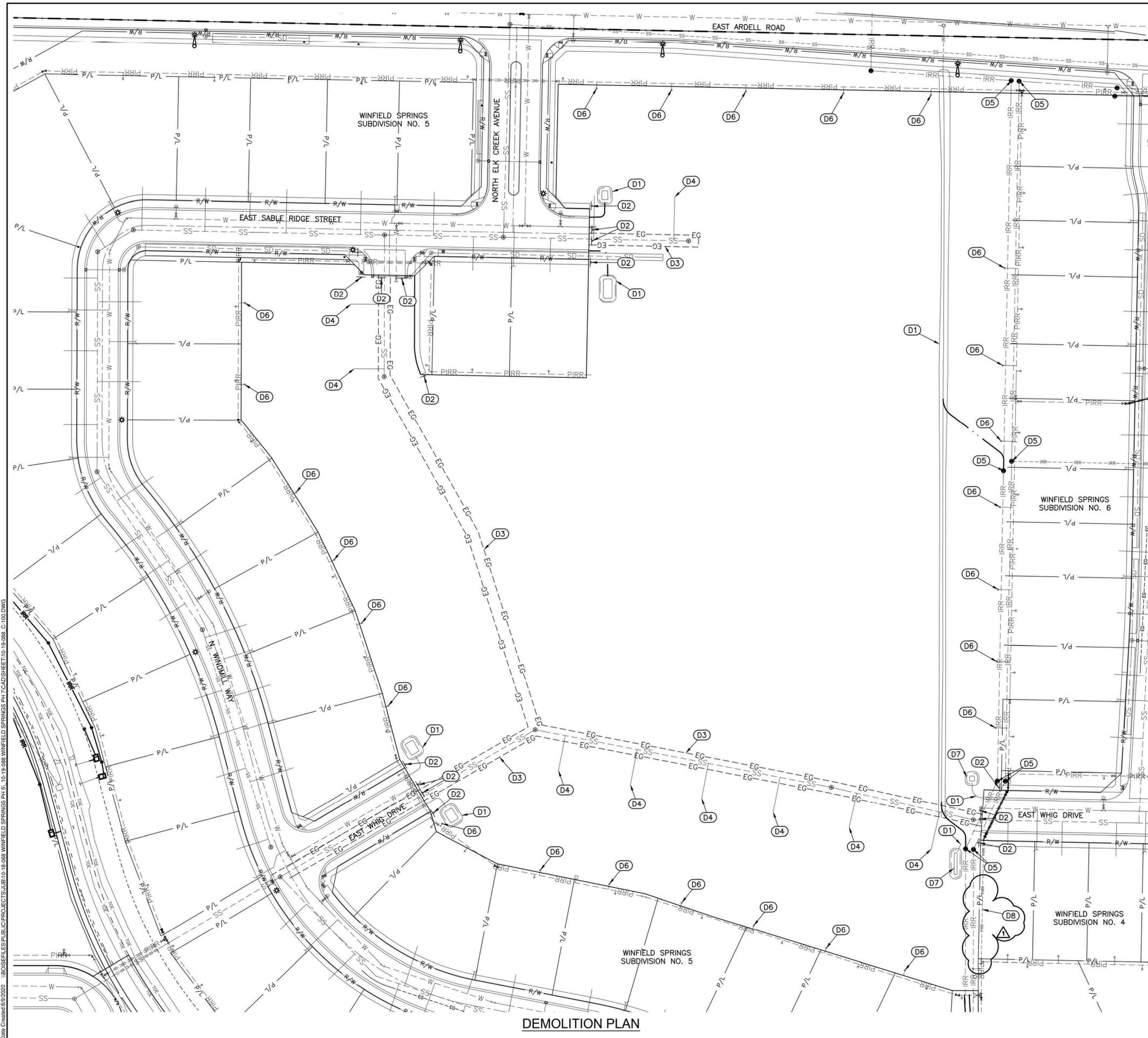


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NO.	REVISION	DATE
1	MOVE PRESSURE IRRIGATION LINE	LAH/KHM 9/JUNE/20

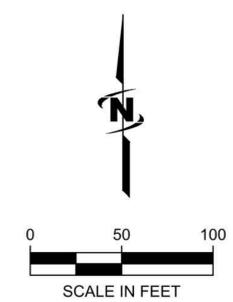
WINFIELD SPRINGS SUBDIVISION NO. 7  
KUNA, IDAHO  
DEMOLITION PLAN

FILE:	10-19-088_C-100
JUB PROJ. #:	10-19-088
DRAWN BY:	JCC
DESIGN BY:	LH
CHECKED BY:	KHM
SCALE:	ONE INCH = 40 FEET
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY	
LAST UPDATED:	6/9/2020
SHEET NUMBER:	C-100



DEMOLITION KEYED NOTES

- (D1) EXISTING DRAINAGE DITCH TO BE FILLED IN AND COMPACTED IN ACCORDANCE WITH GEOTECHNICAL REPORT RECOMMENDATIONS
- (D2) REMOVE EXISTING BARRICADE SIGN
- (D3) REMOVE EXISTING GRAVEL ROAD
- (D4) CONTRACTOR TO FIELD LOCATE AND PROTECT EXISTING SANITARY SEWER SERVICES IN PLACE, TYP.
- (D5) PROTECT EXISTING GRAVITY IRRIGATION STRUCTURES IN PLACE, TYP.
- (D6) CONTRACTOR TO FIELD LOCATE AND PROTECT EXISTING PRESSURE IRRIGATION CONNECTIONS IN PLACE, TYP.
- (D7) EXISTING STORM DRAINAGE POND TO BE FILLED AND COMPACTED IN ACCORDANCE WITH GEOTECHNICAL REPORT RECOMMENDATIONS
- (D8) MOVE PRESSURE IRRIGATION LINE SEE SHEET C-101



Know what's below.  
Call before you dig.

CALL 2 BUSINESS DAYS IN  
ADVANCE BEFORE YOU DIG,  
GRADE, OR EXCAVATE FOR THE  
MARKING OF UNDERGROUND  
MEMBER UTILITIES

DEMOLITION PLAN

Plot Date: 6/9/2020 10:19 AM Plotted By: Lina Hassan  
Date Created: 6/9/2020 10:19 AM Project: JUB 10-19-088 WINFIELD SPRINGS PH 5 10-19-088 WINFIELD SPRINGS PH 7 CAD SHEET 10-19-088 C-100.DWG



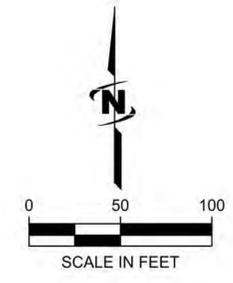
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Boise, ID 83709-0944  
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NO.	REVISION	DESCRIPTION	DATE
1	MOVE PRESSURE IRRIGATION LINE	LAH/KHM/JUNE20	BY APPL. DATE

WINFIELD SPRINGS SUBDIVISION NO. 7  
KUNA, IDAHO  
PRESSURE IRRIGATION PLAN

FILE: 10-19-088_C-101
JUB PROJ. #: 10-19-088
DRAWN BY: JCC
DESIGN BY: LH
CHECKED BY: KHM
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 6/9/2020
SHEET NUMBER: C-101



PRESSURE IRRIGATION NOTES

- (P1) CONNECT TO EXISTING PRESSURE IRRIGATION PIPE. CONTRACTOR TO VERIFY SIZE AND LOCATION
- (P2) 11.25" ELBOW
- (P3) 8" GATE VALVE
- (P4) IRRIGATION SERVICE PER KUNA STD DWG KIRR-02-01 & KIRR-02-02
- (P5) STUB OUT AND CAP PRESSURE IRRIGATION LINE
- (P6) 6" GATE VALVE
- (P7) 8"x6" CROSS
- (P8) 10" C900 PVC SLEEVE CENTERED UNDER ROADWAY PER PRESSURE IRRIGATION NOTES 1 AND 11 ON SHEET C-002.
- (P9) EXISTING IRRIGATION SERVICE TO PROTECT IN PLACE
- (P10) 90° ELBOW
- (P11) 6" TEE
- (P12) PRESSURE IRRIGATION AIR VALVE PER KUNA STD DWG K-905. PLACE AT HIGH POINT IN LINE
- (P13) EXISTING DRAIN PER KUNA STD DWG KIRR-03
- (P14) 22.5" ELBOW

NOTE:  
ALL VALVES, FITTINGS, AND APPURTENANCES SHALL HAVE THRUST BLOCKING PER ISWPC SD-403

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

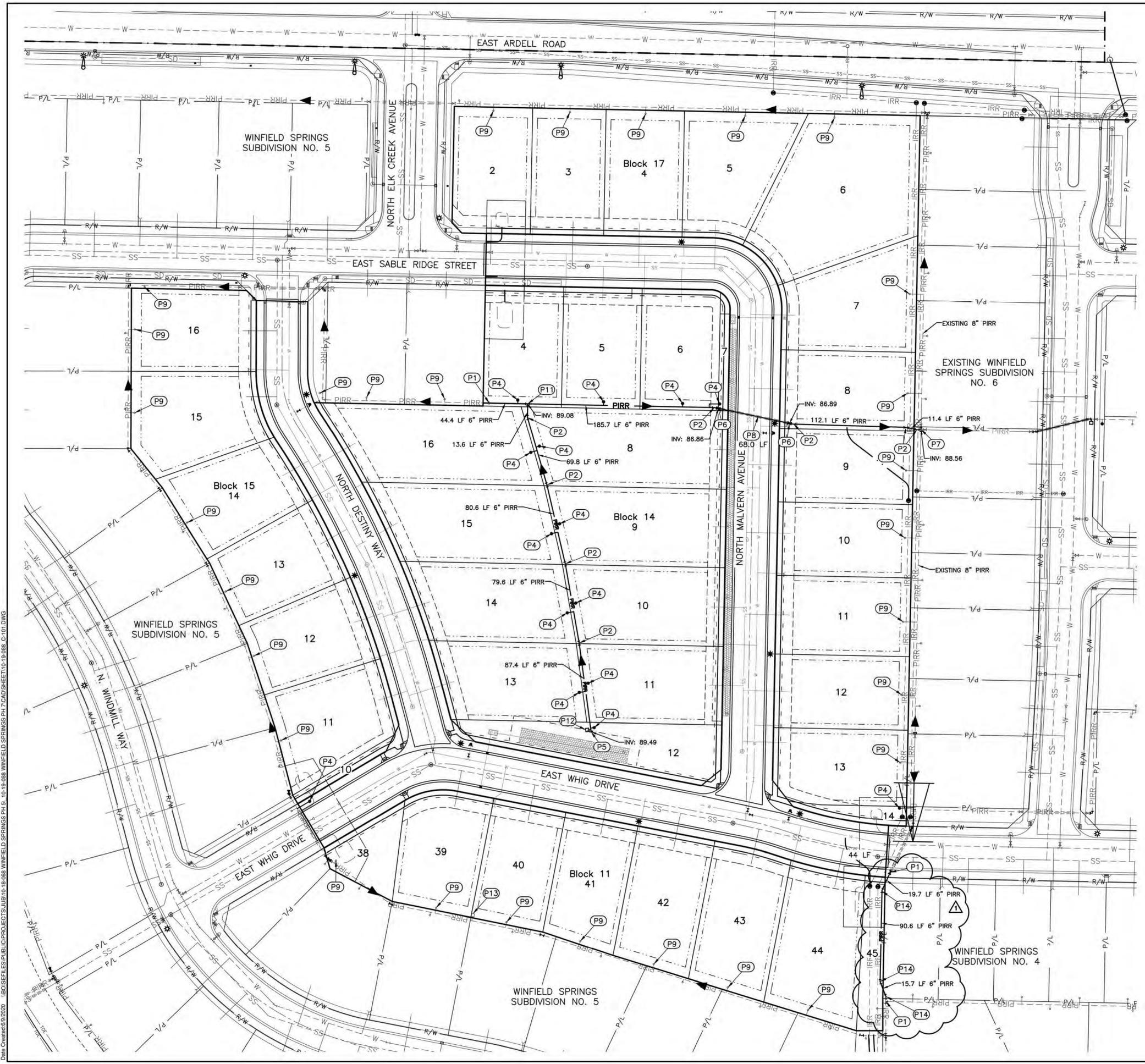
By: *Paul A. Stevens*  
Paul A. Stevens, P.E.  
Kuna City Engineer  
Date: 6/18/2020

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: Paul A. Stevens, P.E.  
Kuna City Engineer  
Date:



CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES



Plot Date: 6/18/2020 10:20 AM Plotted By: Lina Hassan  
Date Created: 6/18/2020 10:20 AM Project: JUB 10-19-088 WINFIELD SPRINGS PH 5  
Date Created: 6/18/2020 10:20 AM Project: JUB 10-19-088 WINFIELD SPRINGS PH 7 CAD SHEET C-101.DWG



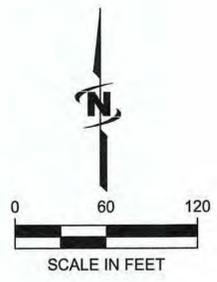
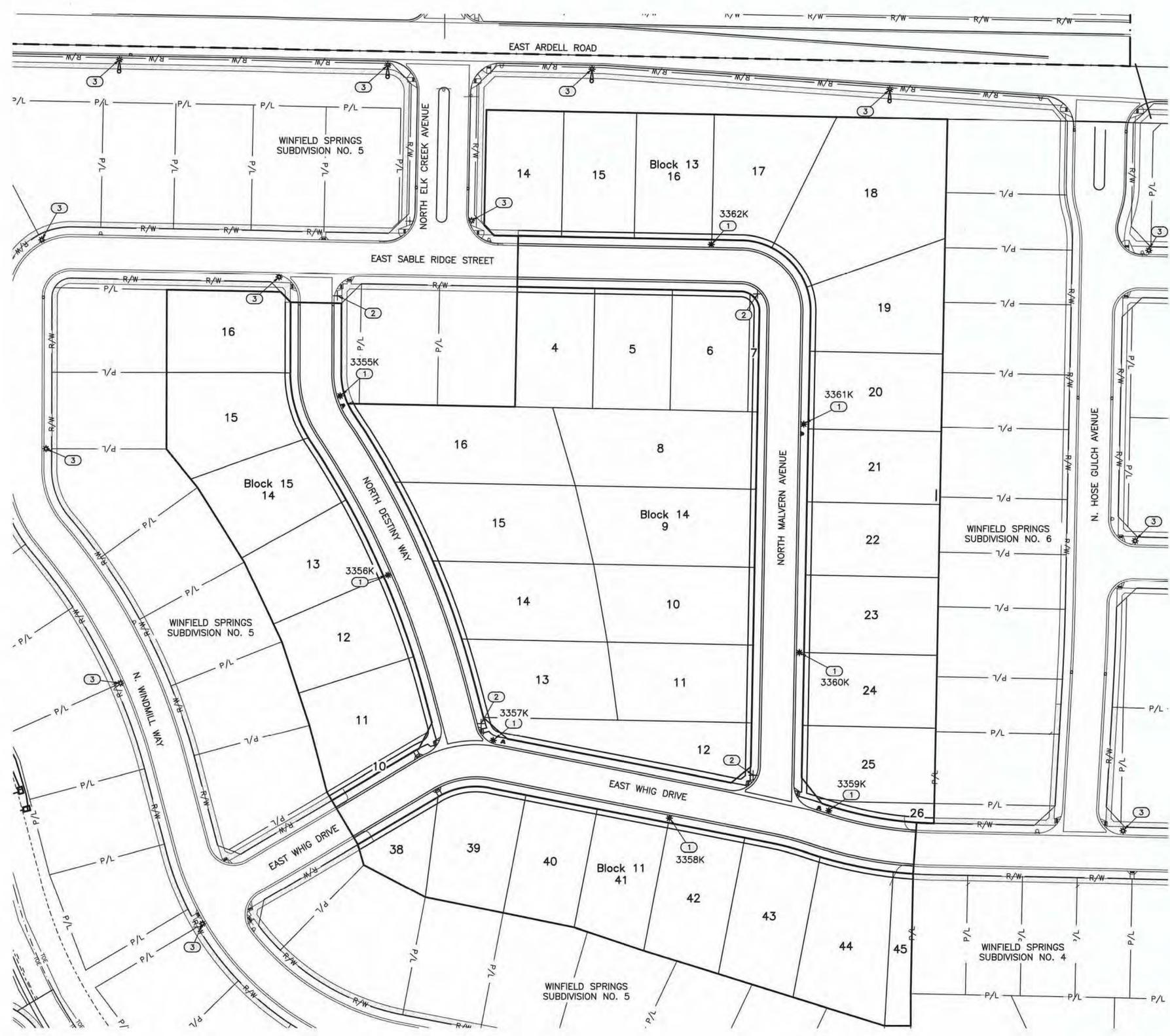
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NO.	DESCRIPTION	BY	DATE

**WINFIELD SPRINGS SUBDIVISION NO. 7**  
**KUNA, IDAHO**  
**STREET LIGHTING AND SIGNAGE PLAN**

FILE: 10-19-088\_C-102  
JUB PROJ #: 10-19-088  
DRAWN BY: JCC  
DESIGN BY: LH  
CHECKED BY: KHM  
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
LAST UPDATED: 2/27/2020  
SHEET NUMBER:  
**C-102**



**KEYED NOTES**

- ① INSTALL LED STREET LIGHT (100 WATT EQUIVALENT) PER KSD-1116
- ② INSTALL STREET DESIGNATION SIGN
- ③ EXISTING STREET LIGHT

**SIGNAGE AND STRIPING NOTES**

1. PRIOR TO PLACEMENT OF ANY PAVEMENT MARKINGS CONTACT ACHD INSPECTION FOR VERIFICATION OF COMPLIANCE WITH POLICY AND EXISTING PAVEMENT MARKINGS.
2. CONTRACTOR RESPONSIBLE FOR SIGN INSTALLATION MUST BE BONDED WITH ACHD AND OBTAIN A RIGHT-OF-WAY PERMIT PRIOR TO INSTALLATION OF SIGNS.

**LIGHTING NOTES**

1. ALL STREET LIGHTS MUST BE SHOE BOX, LED.
2. NO OTHER STREET LIGHT PLANS PROVIDED BY THE CITY OF KUNA, CONTRACTOR, OR SUB-CONTRACTOR SHALL BE VALID. STREET LIGHT LOCATION ADJUSTMENTS SHALL BE NOTED ON THIS SHEET AND SHALL BE APPROVED BY THE CITY OF KUNA PUBLIC WORKS DEPARTMENT BEFORE INSTALLATION.
3. STREET LIGHT INSTALLATION SHALL BE IN ACCORDANCE WITH CITY OF KUNA DARK SKIES REQUIREMENTS.

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: *Paul A. Stevens, P.E.*  
Paul A. Stevens, P.E.  
Kuna City Engineer  
Date: 27 Feb 2020

**Plans Are Accepted For Public Street Construction**

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

By: *Michael Olson* DATE: 2-27-20  
ADA COUNTY HIGHWAY DISTRICT

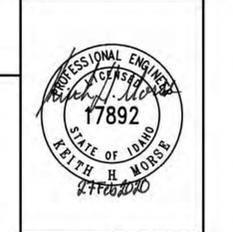


**CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES**

Pld Date: 2/27/2020 10:05 AM Plotted By: Keith Morse  
 Date Created: 2/23/2020 10:05 AM Project: PROJECTS\UB10-18-088 WINFIELD SPRINGS PH 7\CAD\SUBSHEET10-19-088\_C-102.DWG



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NO.	REVISION	DATE	BY	DATE
1	UPDATE CURB ELEVATION AND STATION	LAH	KHM	5/27/20

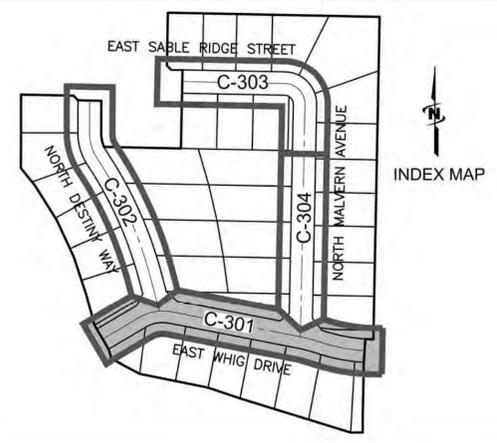
WINFIELD SPRINGS SUBDIVISION NO. 7  
KUNA, IDAHO

STREET PLAN AND PROFILE  
EAST WHIG DRIVE

FILE: 10-19-088\_C-301  
JUB PROJ. #: 10-19-088  
DRAWN BY: JCC  
DESIGN BY: LH  
CHECKED BY: KHM

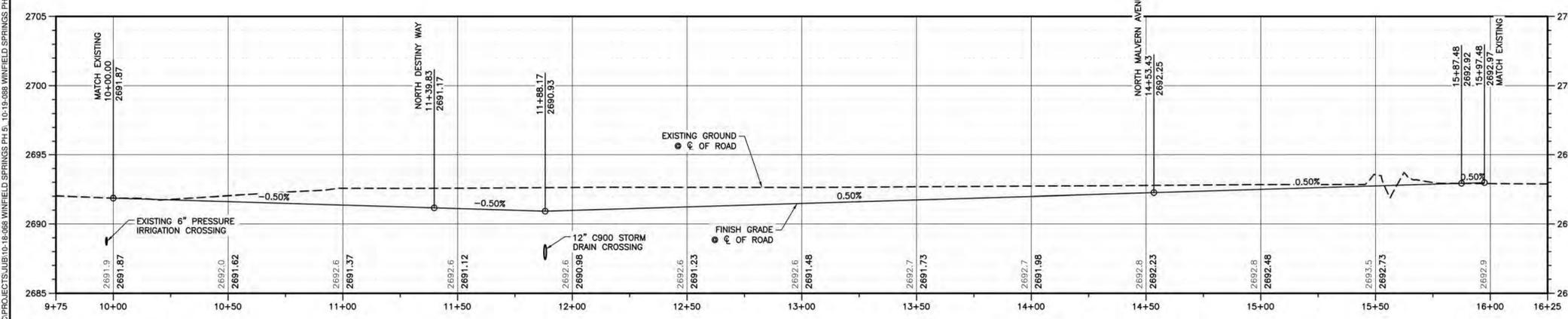
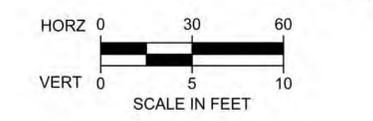
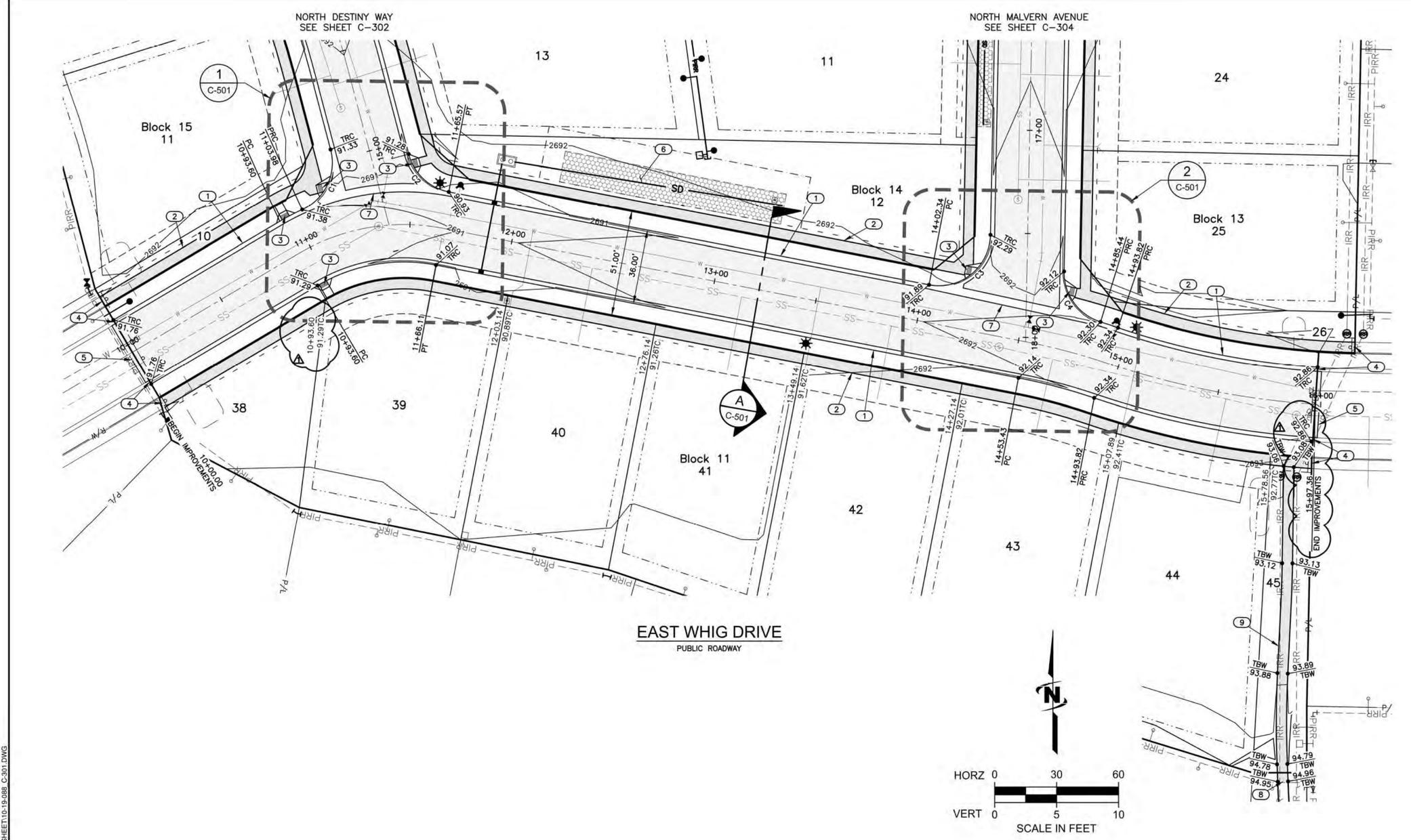
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
LAST UPDATED: 3/2/2020

SHEET NUMBER:  
**C-301**



**ROADWAY NOTES**

- 1 3" ROLLED CURB AND GUTTER PER ACHD SUPPLEMENT TO ISPWC SD-702
- 2 5' CONCRETE SIDEWALK PER ACHD SUPPLEMENT TO ISPWC SD-709. 2.0% MAX. CROSS SLOPE.
- 3 TYPE H2 PEDESTRIAN RAMP PER ACHD SUPPLEMENT TO ISPWC SD-712H WITH DETECTABLE WARNINGS PER ISPWC SD-712
- 4 MATCH EXISTING CURB, GUTTER AND SIDEWALK
- 5 SAWCUT PAVEMENT (2' INSIDE EXISTING EDGE) PER ACHD ROADWAY NOTE 5 ON SHEET C-002 AND ACHD SUPPLEMENT TO ISPWC SD-303
- 6 STORM DRAIN SYSTEM B. SEE SHEET C-503 FOR DESIGN
- 7 VALLEY GUTTER PER ACHD SUPPLEMENT TO ISPWC SD-708
- 8 MATCH EXISTING PATHWAY
- 9 5' ASPHALT PATHWAY



- NOTES TO CONTRACTOR**
- ADD 2600 FEET TO ALL SPOT ELEVATIONS TO DETERMINE ACTUAL ELEVATION.
  - CONTRACTOR TO FIELD VERIFY ALL EXISTING ELEVATIONS AND INVERTS PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND NOTIFY ENGINEER OF ANY DISCREPANCY.
  - ALL PEDESTRIAN FACILITIES (INCLUDING SIDEWALKS, PATHWAYS, RAMPS, AND CROSSINGS) SHALL HAVE A CROSS SLOPE LESS THAN 2%.
  - ROADWAY SLOPES SHALL NOT EXCEED 2% AT PEDESTRIAN CROSSINGS.
  - CONTRACTOR IS RESPONSIBLE TO ENSURE ALL PEDESTRIAN FACILITIES AND CROSSINGS MEET ADA AND ACHD REQUIREMENTS. IF DISCREPANCIES ARE FOUND, NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION.
  - THIS DRAWING, OR ANY PORTION OF IT, SHALL NOT BE USED ON ANY PROJECT OR EXTENSION OF PROJECT(S) EXCEPT BY AGREEMENT IN WRITING FROM THE ENGINEER.

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD BEARING	CHORD LENGTH
C1	34.98'	25.00'	21.04'	80°09'35"	N25°16'52"E	32.19'
C2	28.03'	25.00'	15.70'	64°14'43"	S46°55'17"E	26.59'
C3	43.56'	25.00'	29.70'	99°49'19"	N51°02'42"E	38.25'
C4	32.32'	25.00'	18.86'	74°03'50"	S35°53'53"E	30.11'

Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY *Michael Alexander* DATE 5/27/20  
ADA COUNTY HIGHWAY DISTRICT



**CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES**



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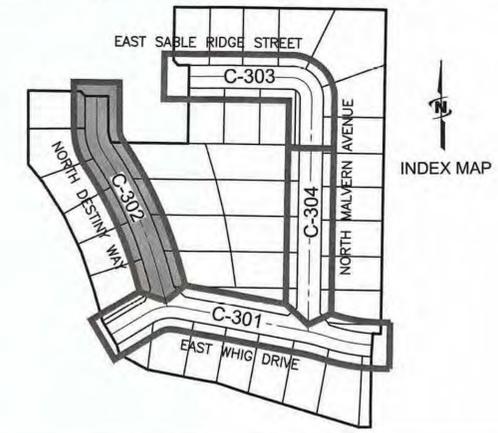
NO.	REVISION	DESCRIPTION	BY	DATE

WINFIELD SPRINGS SUBDIVISION NO. 7  
KUNA, IDAHO

STREET PLAN AND PROFILE  
NORTH DESTINY WAY

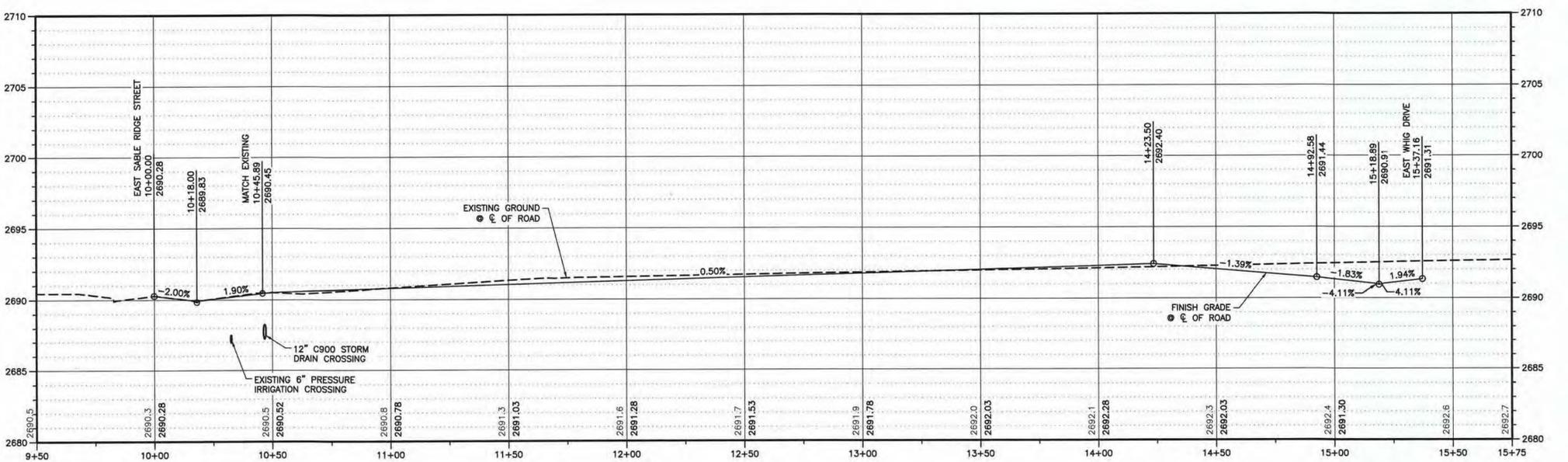
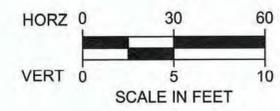
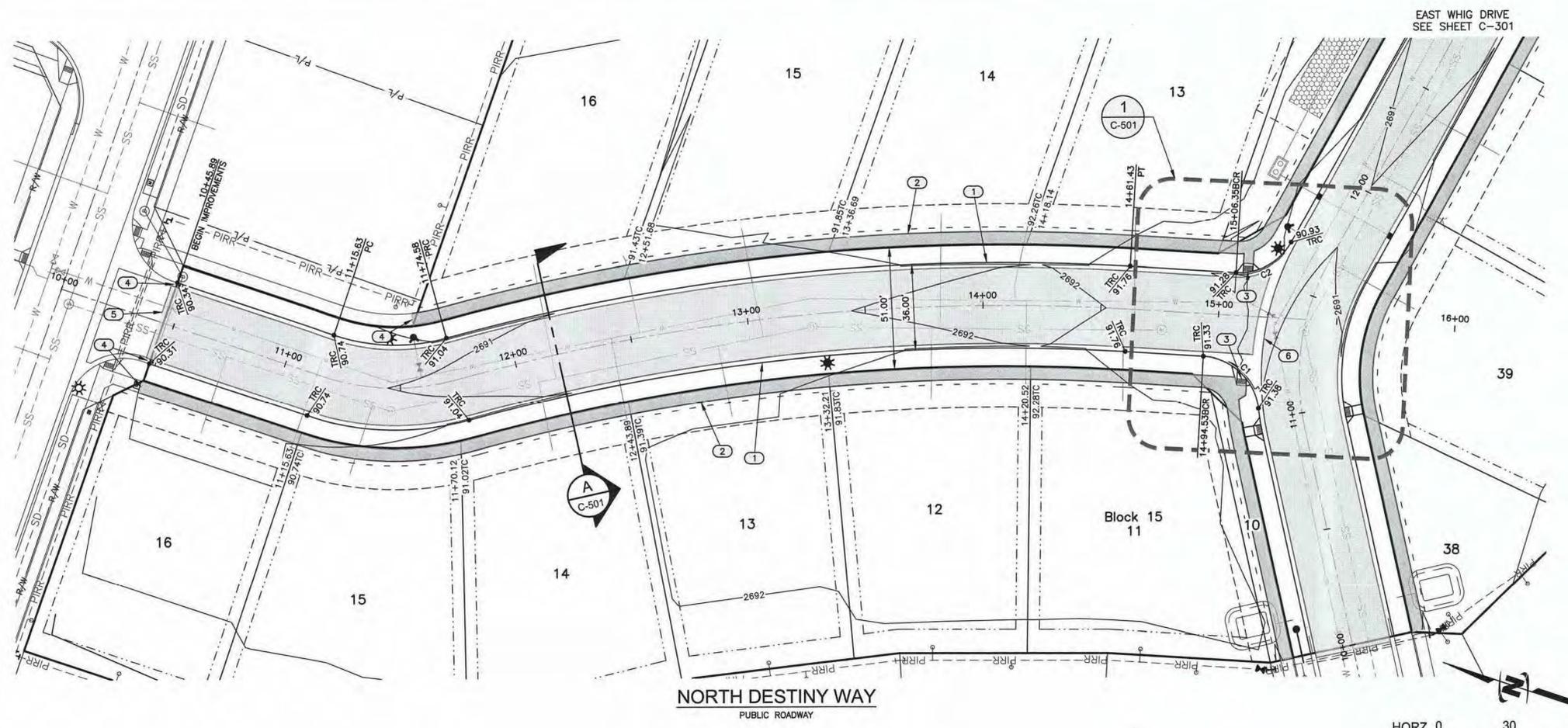
FILE: 10-19-088-C-302  
JUB PROJ #: 10-19-088  
DRAWN BY: JCC  
DESIGN BY: LH  
CHECKED BY: KHM  
ONE INCH = 40 FEET  
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY  
LAST UPDATED: 2/27/2020

SHEET NUMBER:  
**C-302**



**ROADWAY NOTES**

- 1 3" ROLLED CURB AND GUTTER PER ACHD SUPPLEMENT TO ISPWC SD-702
- 2 5' CONCRETE SIDEWALK PER ACHD SUPPLEMENT TO ISPWC SD-709, 2.0% MAX. CROSS SLOPE.
- 3 TYPE H2 PEDESTRIAN RAMP PER ACHD SUPPLEMENT TO ISPWC SD-712H WITH DETECTABLE WARNINGS PER ISPWC SD-712
- 4 MATCH EXISTING CURB, GUTTER AND SIDEWALK
- 5 SAWCUT PAVEMENT (2' INSIDE EXISTING EDGE) PER ACHD ROADWAY NOTE 5 ON SHEET C-002 AND ACHD SUPPLEMENT TO ISPWC SD-303
- 6 VALLEY GUTTER PER ACHD SUPPLEMENT TO ISPWC SD-708



**NOTES TO CONTRACTOR**

1. ADD 2600 FEET TO ALL SPOT ELEVATIONS TO DETERMINE ACTUAL ELEVATION. CONTRACTOR TO FIELD VERIFY ALL EXISTING ELEVATIONS AND INVERTS PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND NOTIFY ENGINEER OF ANY DISCREPANCY.
2. ALL PEDESTRIAN FACILITIES (INCLUDING SIDEWALKS, PATHWAYS, RAMPS, AND CROSSINGS) SHALL HAVE A CROSS SLOPE LESS THAN 2%.
3. ROADWAY SLOPES SHALL NOT EXCEED 2% AT PEDESTRIAN CROSSINGS. CONTRACTOR IS RESPONSIBLE TO ENSURE ALL PEDESTRIAN FACILITIES AND CROSSINGS MEET ADA AND ACHD REQUIREMENTS. IF DISCREPANCIES ARE FOUND, NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION.
4. THIS DRAWING, OR ANY PORTION OF IT, SHALL NOT BE USED ON ANY PROJECT OR EXTENSION OF PROJECT(S) EXCEPT BY AGREEMENT IN WRITING FROM THE ENGINEER.

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD BEARING	CHORD LENGTH
C1	34.98'	25.00'	21.04'	80°09'35"	N25°16'52"E	32.19'
C2	28.03'	25.00'	15.70'	64°14'43"	S46°55'17"E	26.59'

**Plans Are Accepted For Public Street Construction**

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

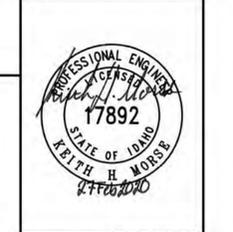
By *Michael Adams* DATE *2-27-20*  
ADA COUNTY HIGHWAY DISTRICT



Know what's below.  
Call before you dig.

**CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES**

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

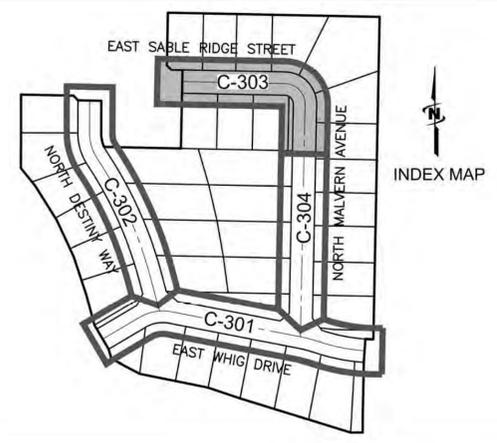


REUSE OF DRAWINGS  
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RIGHTS IN THIS DRAWING. NO PART OF THIS DRAWING SHALL BE REUSED OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF J-U-B ENGINEERS, INC. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DATE	BY	DESCRIPTION
1	4/17/2020	KHM	UPDATE CURB ELEVATION AND STATION

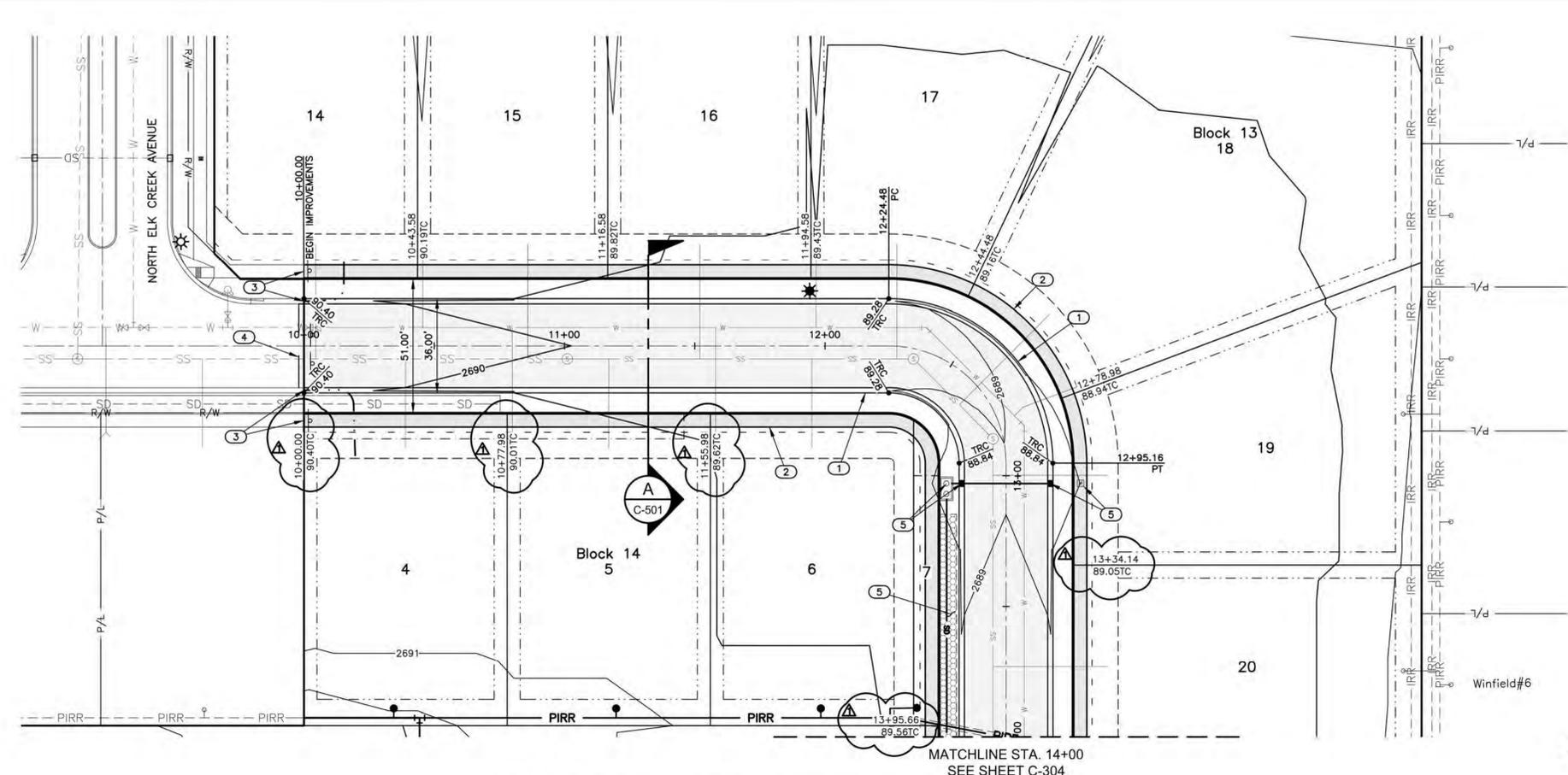
WINFIELD SPRINGS SUBDIVISION NO. 7  
KUNA, IDAHO  
STREET PLAN AND PROFILE  
E. SABLE RIDGE STREET - N. MALVERN AVENUE

FILE: 10-19-088_C-303
JUB PROJ. #: 10-19-088
DRAWN BY: JCC
DESIGN BY: LH
CHECKED BY: KHM
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 3/2/2020
SHEET NUMBER: <b>C-303</b>

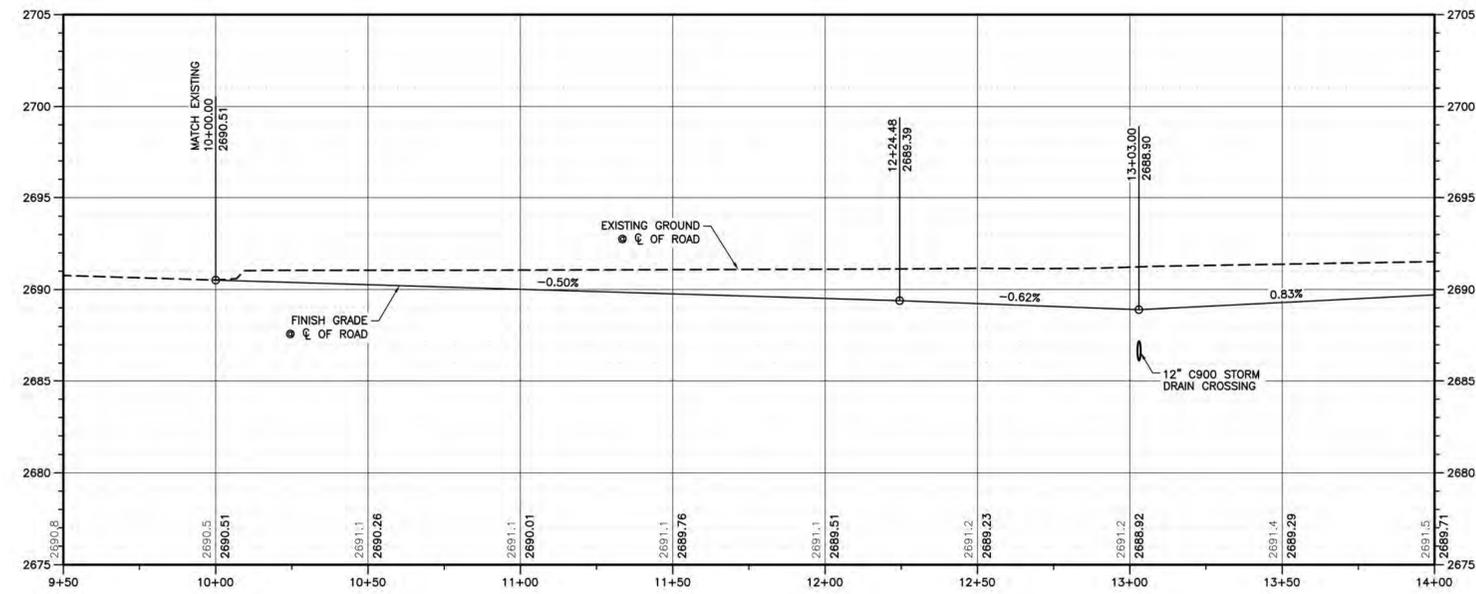
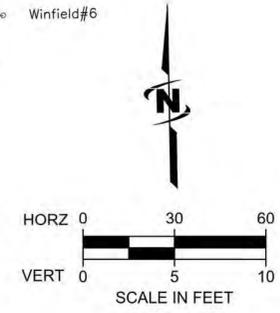


**ROADWAY NOTES**

- ① 3" ROLLED CURB AND GUTTER PER ACHD SUPPLEMENT TO ISPWC SD-702
- ② 5' CONCRETE SIDEWALK PER ACHD SUPPLEMENT TO ISPWC SD-709. 2.0% MAX. CROSS SLOPE.
- ③ MATCH EXISTING CURB, GUTTER AND SIDEWALK
- ④ SAWCUT PAVEMENT (2" INSIDE EXISTING EDGE) PER ACHD ROADWAY NOTE 5 ON SHEET C-002 AND ACHD SUPPLEMENT TO ISPWC SD-303
- ⑤ STORM DRAIN SYSTEM A. SEE SHEET C-503 FOR DESIGN



**EAST SABLE RIDGE STREET / NORTH MALVERN AVENUE**  
PUBLIC ROADWAY



**NOTES TO CONTRACTOR**

1. ADD 2600 FEET TO ALL SPOT ELEVATIONS TO DETERMINE ACTUAL ELEVATION. CONTRACTOR TO FIELD VERIFY ALL EXISTING ELEVATIONS AND INVERTS PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND NOTIFY ENGINEER OF ANY DISCREPANCY.
2. ALL PEDESTRIAN FACILITIES (INCLUDING SIDEWALKS, PATHWAYS, RAMPS, AND CROSSINGS) SHALL HAVE A CROSS SLOPE LESS THAN 2%.
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4. CONTRACTOR IS RESPONSIBLE TO ENSURE ALL PEDESTRIAN FACILITIES AND CROSSINGS MEET ADA AND ACHD REQUIREMENTS. IF DISCREPANCIES ARE FOUND, NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION.
5. THIS DRAWING, OR ANY PORTION OF IT, SHALL NOT BE USED ON ANY PROJECT OR EXTENSION OF PROJECT(S) EXCEPT BY AGREEMENT IN WRITING FROM THE ENGINEER.

Plot Date: 3/2/2020 1:35 PM Plotted By: Uma Hassan  
 Date Created: 7/9/2020 10:58:58 AM Project: JUB 10-18-088 WINFIELD SPRINGS PH 7 CAD SHEET 10-19-088 C-303.DWG

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J-U-B ENGINEERS, INC.  
250 S. Beechwood Ave.  
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www.jub.com

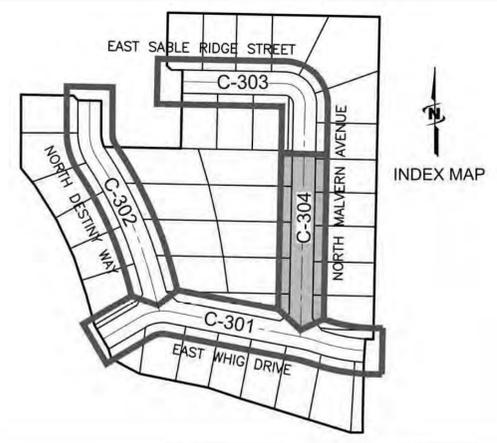


REUSE OF DRAWINGS  
JUB SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND PATENT RIGHTS IN THIS DRAWING. NO PART OF THIS DRAWING SHALL BE REUSED WITHOUT JUB'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY JUB WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO JUB.

NO.	DESCRIPTION	DATE	BY
1	UPDATE CURB ELEVATION AND STATION	2/28/2020	KHM

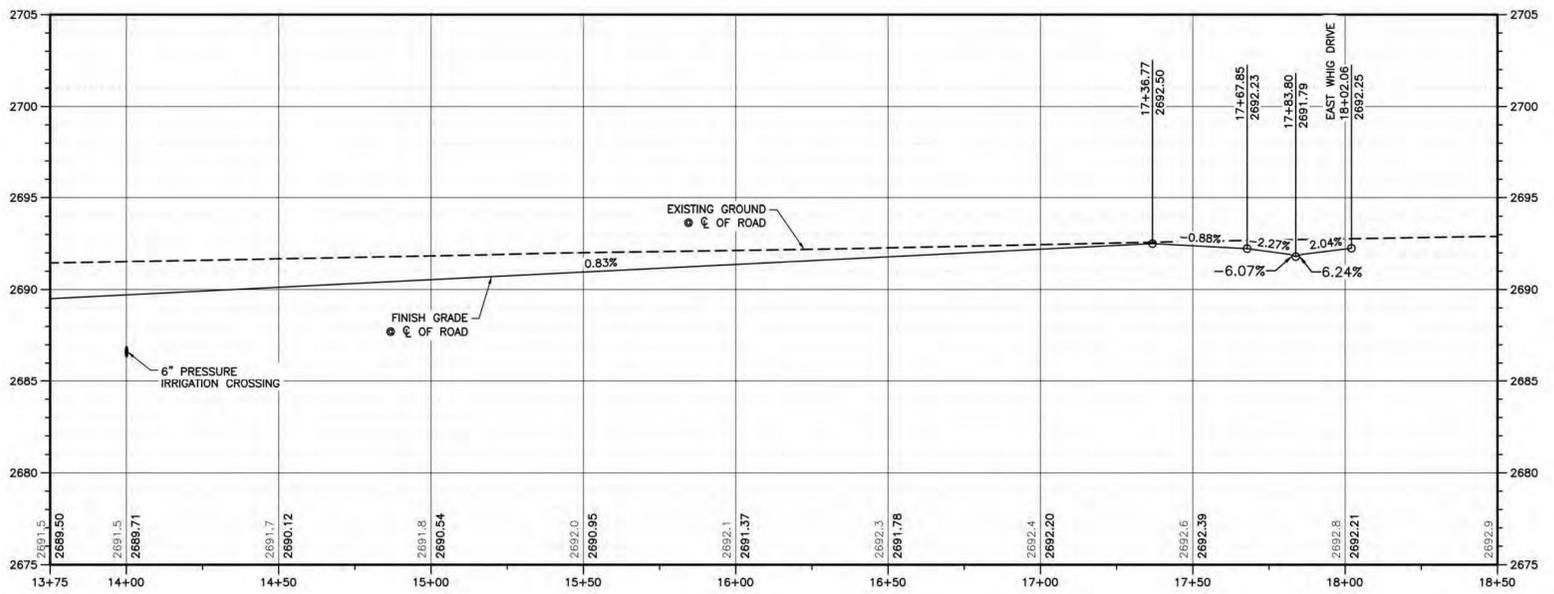
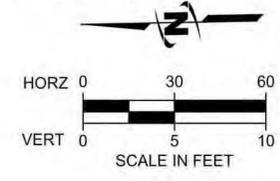
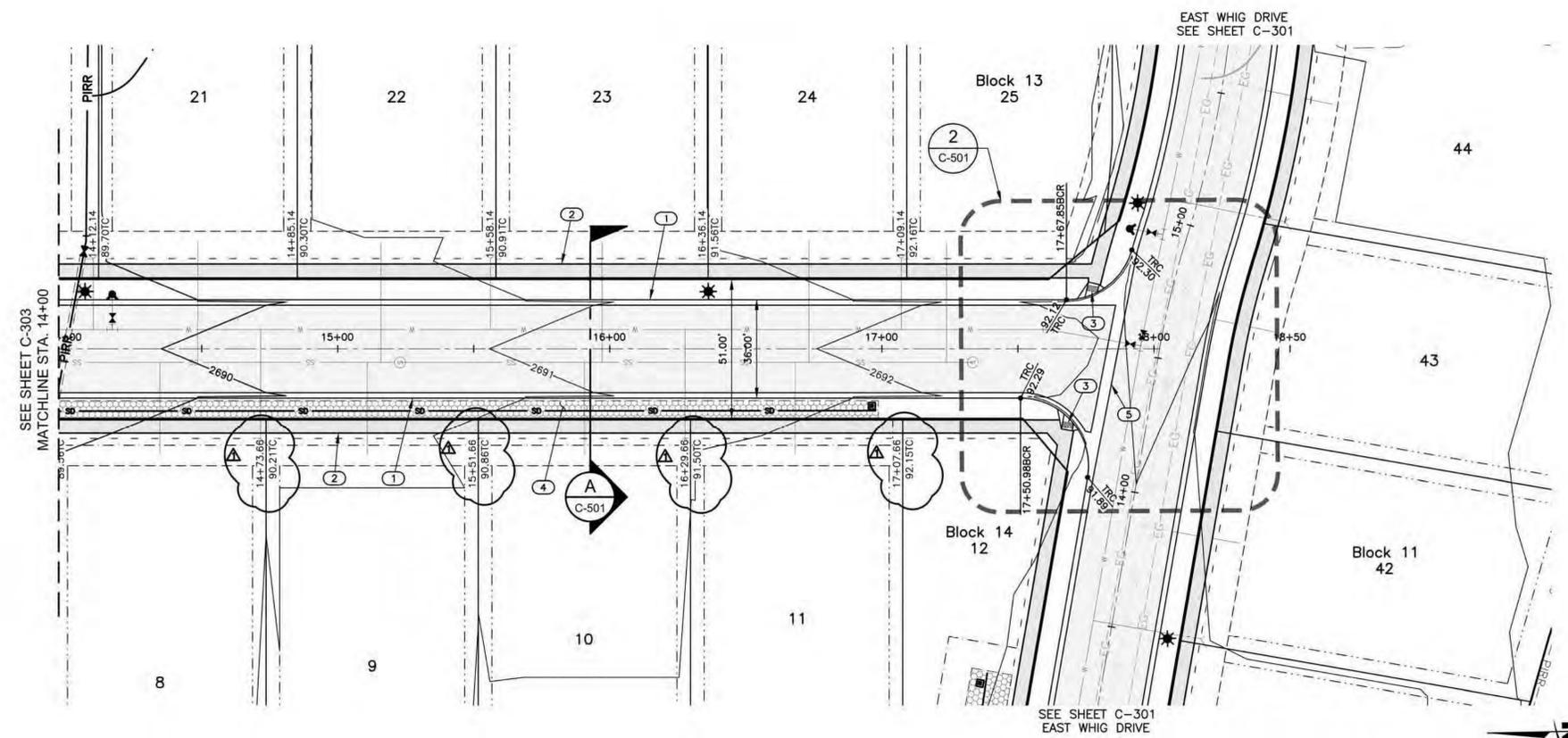
WINFIELD SPRINGS SUBDIVISION NO. 7  
KUNA, IDAHO  
STREET PLAN AND PROFILE  
NORTH MALVERN AVENUE

FILE: 10-19-088_C-304
JUB PROJ. #: 10-19-088
DRAWN BY: JCC
DESIGN BY: LH
CHECKED BY: KHM
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 3/2/2020
SHEET NUMBER: <b>C-304</b>



**ROADWAY NOTES**

- 1 3" ROLLED CURB AND GUTTER PER ACHD SUPPLEMENT TO ISPMC SD-702
- 2 5' CONCRETE SIDEWALK PER ACHD SUPPLEMENT TO ISPMC SD-709. 2.0% MAX. CROSS SLOPE.
- 3 TYPE H2 PEDESTRIAN RAMP PER ACHD SUPPLEMENT TO ISPMC SD-712H WITH DETECTABLE WARNINGS PER ISPMC SD-712
- 4 STORM DRAIN SYSTEM A. SEE SHEET C-503 FOR DESIGN
- 5 VALLEY GUTTER PER ACHD SUPPLEMENT TO ISPMC SD-708



- NOTES TO CONTRACTOR**
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Plans Are Accepted For Public Street Construction

By Michael Alessandro DATE 5/27/20  
ADA COUNTY HIGHWAY DISTRICT



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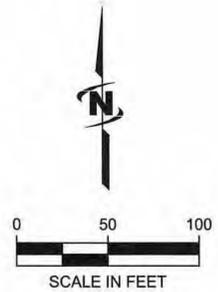
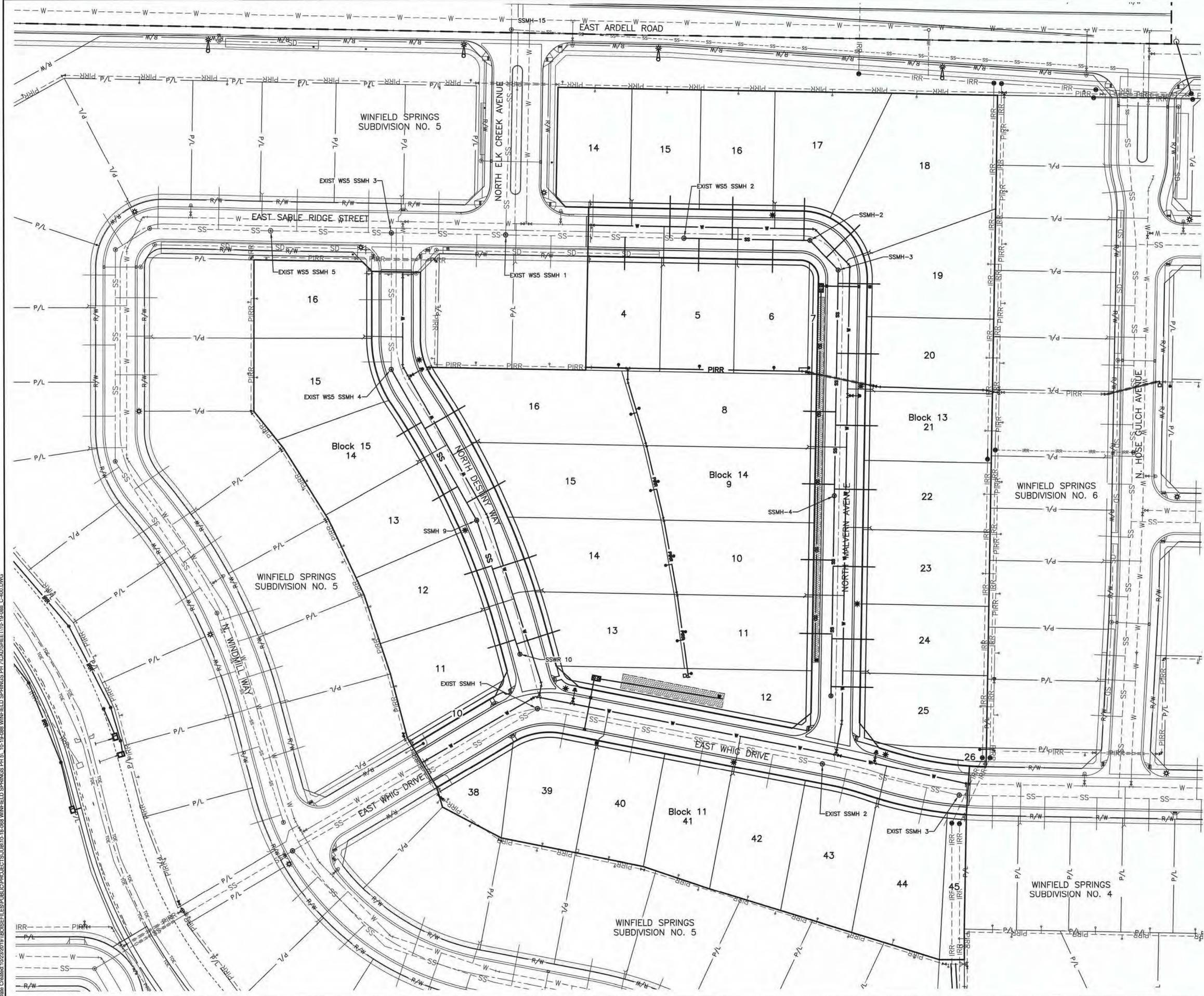
REUSE OF DRAWINGS  
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NO.	DESCRIPTION	BY	DATE

WINFIELD SPRINGS SUBDIVISION NO. 7  
KUNA, IDAHO

OVERALL UTILITY PLAN

FILE: 10-19-088 C-400
JUB PROJ #: 10-19-088
DRAWN BY: JCC
DESIGN BY: LH
CHECKED BY: KHM
SCALE: AS SHOWN
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 2/27/2020
SHEET NUMBER:
<b>C-400</b>



Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: *Paul A. Stevens, P.E.*  
Paul A. Stevens, P.E.  
Kuna City Engineer

Date: 27 FEB 2020



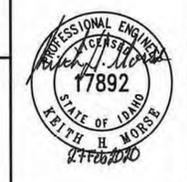
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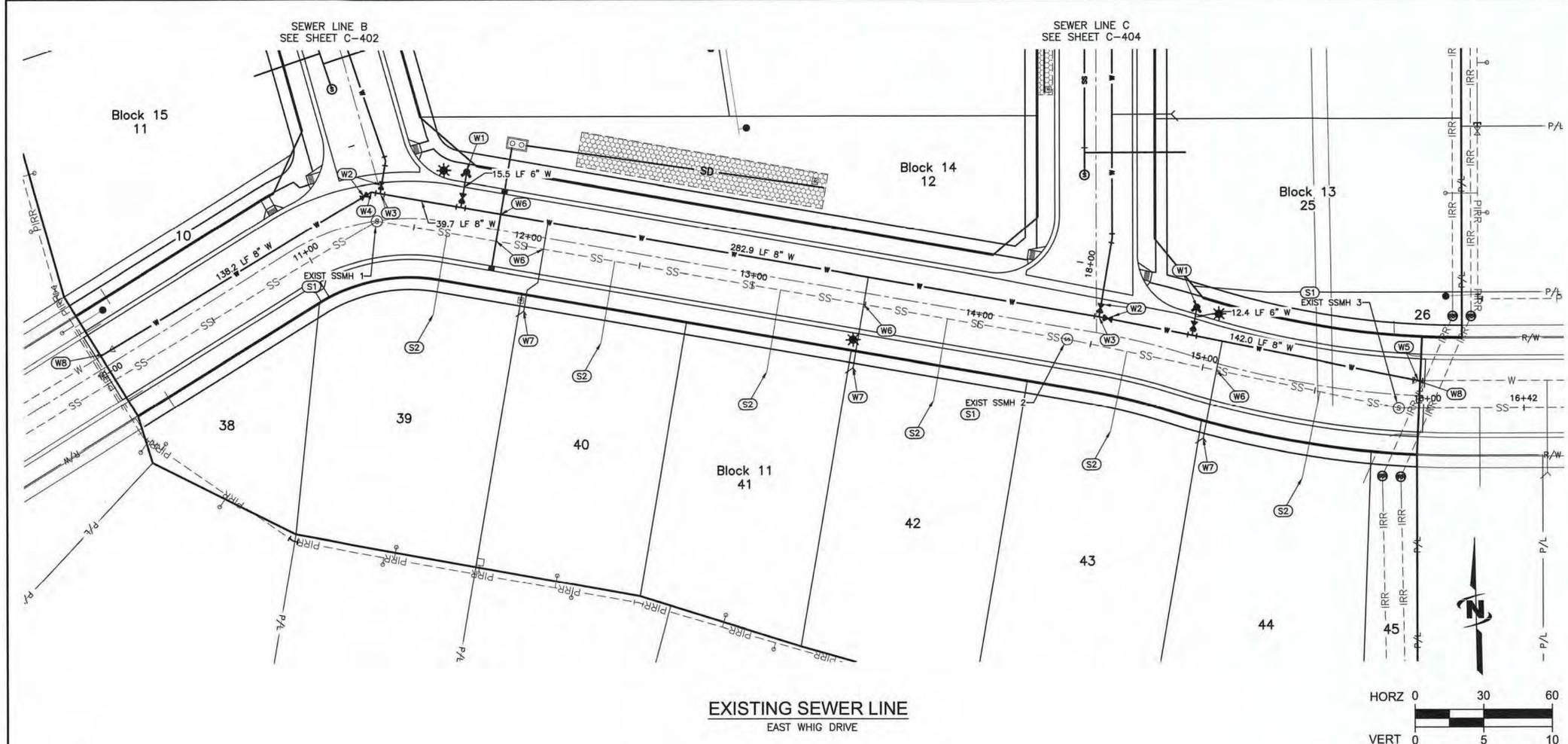
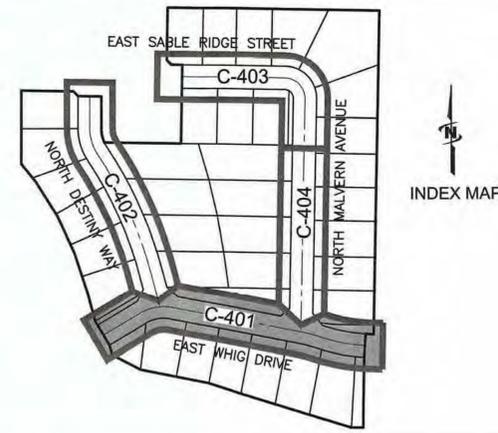
File Date: 2/27/2020 10:59 AM Plotted By: Keith Moore  
 Data Created: 10/29/2019 10:59:13 AM Project: C:\PROJECTS\10-19-088 WINFIELD SPRINGS PH 7\CAD\DWG\C-400.DWG



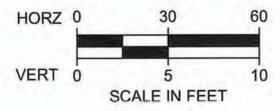
**J-U-B ENGINEERS, INC.**  
250 S. Beechwood Ave.  
Suite 201  
Boise, ID 83709-0944  
Phone: 208.376.7330  
www.jub.com



NO.	REVISION	DESCRIPTION	BY	DATE



**EXISTING SEWER LINE**  
EAST WHIG DRIVE



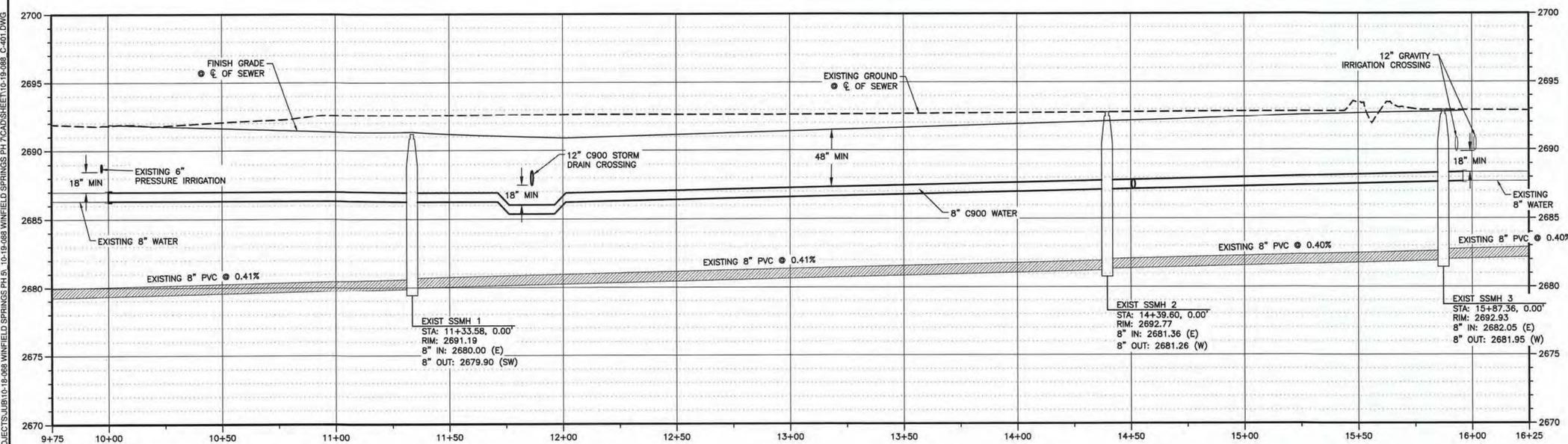
**SEWER KEYED NOTES**

- (S1) EXISTING SEWER MANHOLE. ADJUST RIM TO FINISH GRADE
- (S2) EXISTING SEWER SERVICE. PROTECT IN PLACE

**WATER KEYED NOTES**

- (W1) FIRE HYDRANT ASSEMBLY PER ISPWC SD-404 ON SHEET C-604
- (W2) 8" GATE VALVE
- (W3) 8"x8" TEE
- (W4) 45° ELBOW
- (W5) 11.25° ELBOW
- (W6) POTABLE/NON-POTABLE CROSSING. SEE GENERAL NOTE 4 ON SHEET C-002
- (W7) 3/4" DOUBLE SERVICE CONNECTION PER COK SD-K401-.75
- (WB) FIELD LOCATE AND CONNECT TO EXISTING WATER LINE. CONTRACTOR TO VERIFY LOCATION AND SIZE PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES.

NOTE:  
ALL VALVES, FITTINGS, AND APPURTENANCES SHALL HAVE THE THRUST BLOCKING PER ISPWC SD-403



Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: *Paul A. Stevens, P.E.*  
Paul A. Stevens, P.E.  
Kuna City Engineer  
Date: 27 Feb 2020



Know what's below.  
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**NOTES TO CONTRACTOR**

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**WINFIELD SPRINGS SUBDIVISION NO. 7**  
**KUNA, IDAHO**

**WATER AND SEWER PLAN AND PROFILE**  
**EXISTING SEWER LINE - EAST WHIG DRIVE**

FILE: 10-19-088-C-401
JUB PROJ #: 10-19-088
DRAWN BY: JCC
DESIGN BY: LH
CHECKED BY: KMH
ONE INCH
AT FULL SIZE IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 2/27/2020
SHEET NUMBER:
<b>C-401</b>

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J-U-B ENGINEERS, INC.  
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NO.	REVISION	DATE	BY	APPR.
1	UPDATE SEWER DESCRIPTION	06/02/2020	KHM	PA

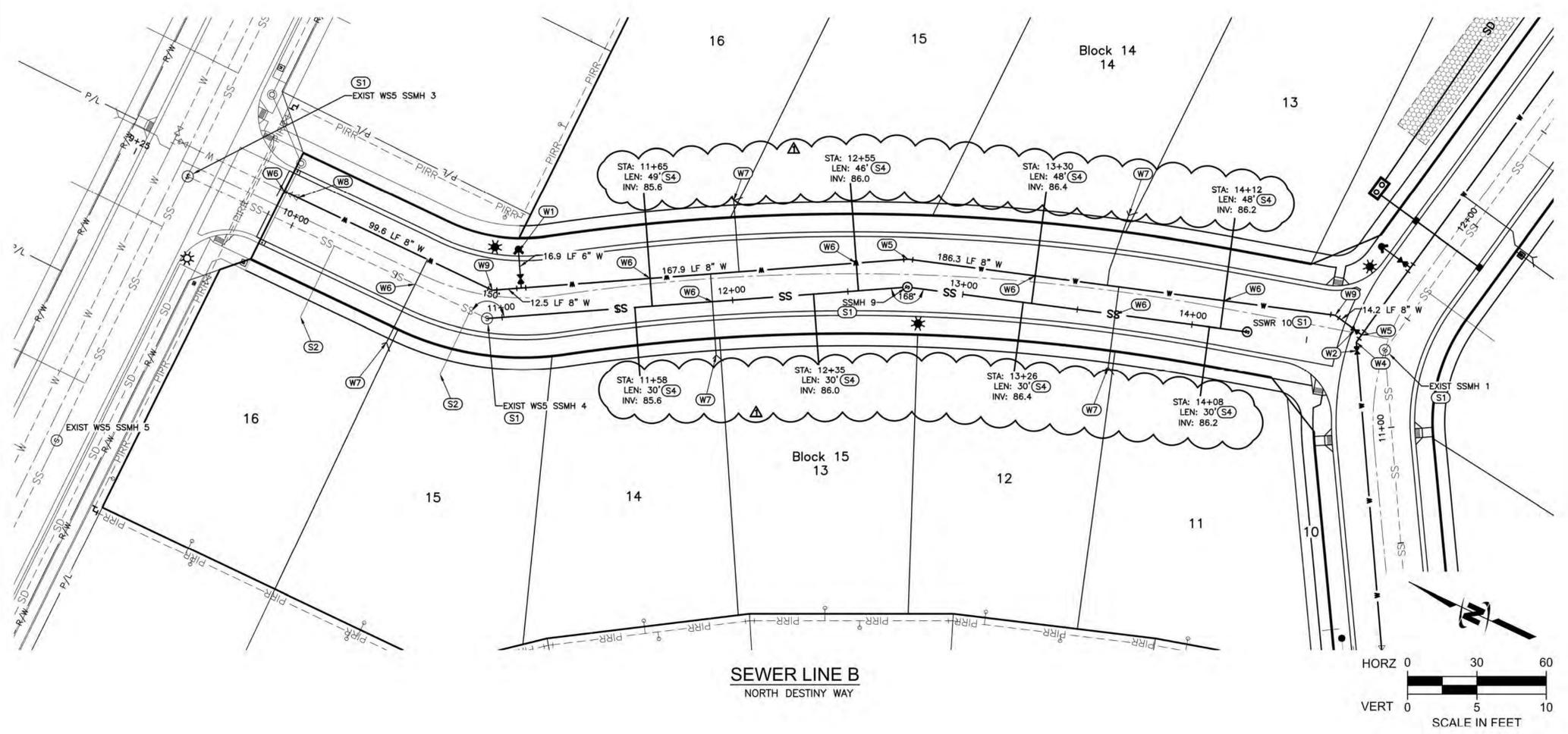
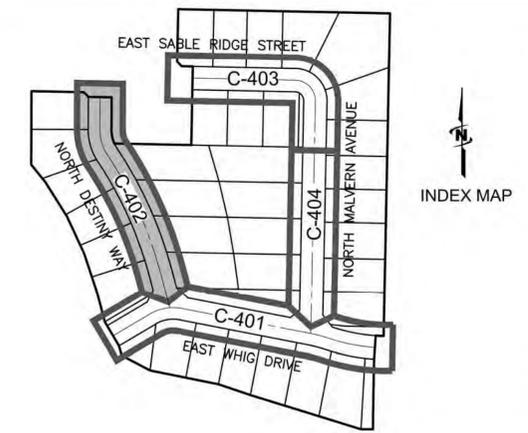
WINFIELD SPRINGS SUBDIVISION NO. 7  
KUNA, IDAHO

WATER AND SEWER PLAN AND PROFILE  
SEWER LINE B - NORTH DESTINY WAY

FILE: 10-19-088\_C-402  
JUB PROJ. #: 10-19-088  
DRAWN BY: JCC  
DESIGN BY: LH  
CHECKED BY: KHM

AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
LAST UPDATED: 3/2/2020

SHEET NUMBER:  
**C-402**



**SEWER KEYED NOTES**

- (S1) EXISTING SEWER MANHOLE. ADJUST RIM TO FINISH GRADE
- (S2) EXISTING SEWER SERVICE. PROTECT IN PLACE
- (S3) SLEEVE SEWER SERVICE THROUGH SEEPAGE BED WITH WATER CLASS PIPE. EXTEND SLEEVE 5' BEYOND SEEPAGE BED ON BOTH SIDES.
- (S4) STANDARD SEWER SERVICE PER ISPMC SD-511A AND MARKER PER ISPMC SD-512

**WATER KEYED NOTES**

- (W1) FIRE HYDRANT ASSEMBLY PER ISPMC SD-404 ON SHEET C-604
- (W2) 8" GATE VALVE
- (W3) 8"x8" TEE
- (W4) 45° ELBOW
- (W5) 11.25" ELBOW
- (W6) POTABLE/NON-POTABLE CROSSING. SEE GENERAL NOTE 4 ON SHEET C-002
- (W7) 3/4" DOUBLE SERVICE CONNECTION PER COK SD-K401-.75
- (W8) FIELD LOCATE AND CONNECT TO EXISTING WATER LINE. CONTRACTOR TO VERIFY LOCATION AND SIZE PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES.
- (W9) 22.5" ELBOW

NOTE:  
ALL VALVES, FITTINGS, AND APPURTENANCES SHALL HAVE THE THRUST BLOCKING PER ISPMC SD-403

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: *Paul A. Stevens, P.E.*  
Paul A. Stevens, P.E.  
Kuna City Engineer  
Date: 6/2/2020

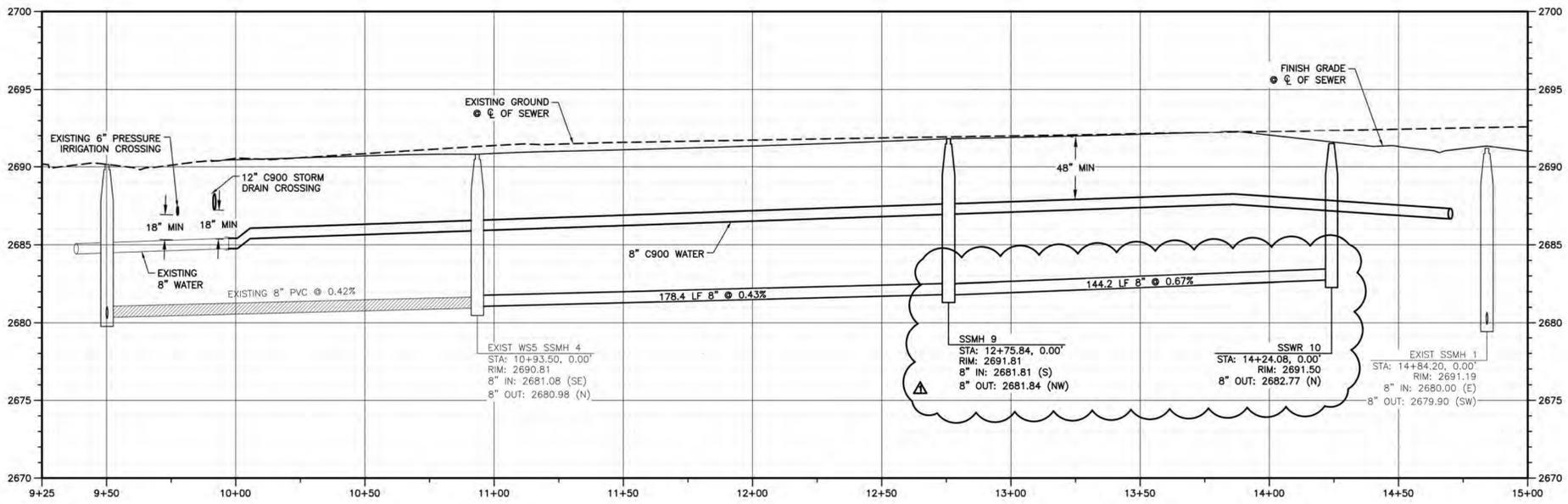
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By: \_\_\_\_\_  
Paul A. Stevens, P.E.  
Kuna City Engineer  
Date: \_\_\_\_\_



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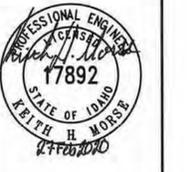


- NOTES TO CONTRACTOR**
- ADD 2600 FEET TO ALL SPOT ELEVATIONS TO DETERMINE ACTUAL ELEVATION.
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Plot Date: 6/2/2020 1:39 PM Plotted By: Uma Hassan  
 Date Created: 3/2/2020 10:52:58 AM Project: JUB 10-19-088 WINFIELD SPRINGS PH 5 10-19-088 WINFIELD SPRINGS PH 7 CAD SHEET 10-19-088 C-402.DWG



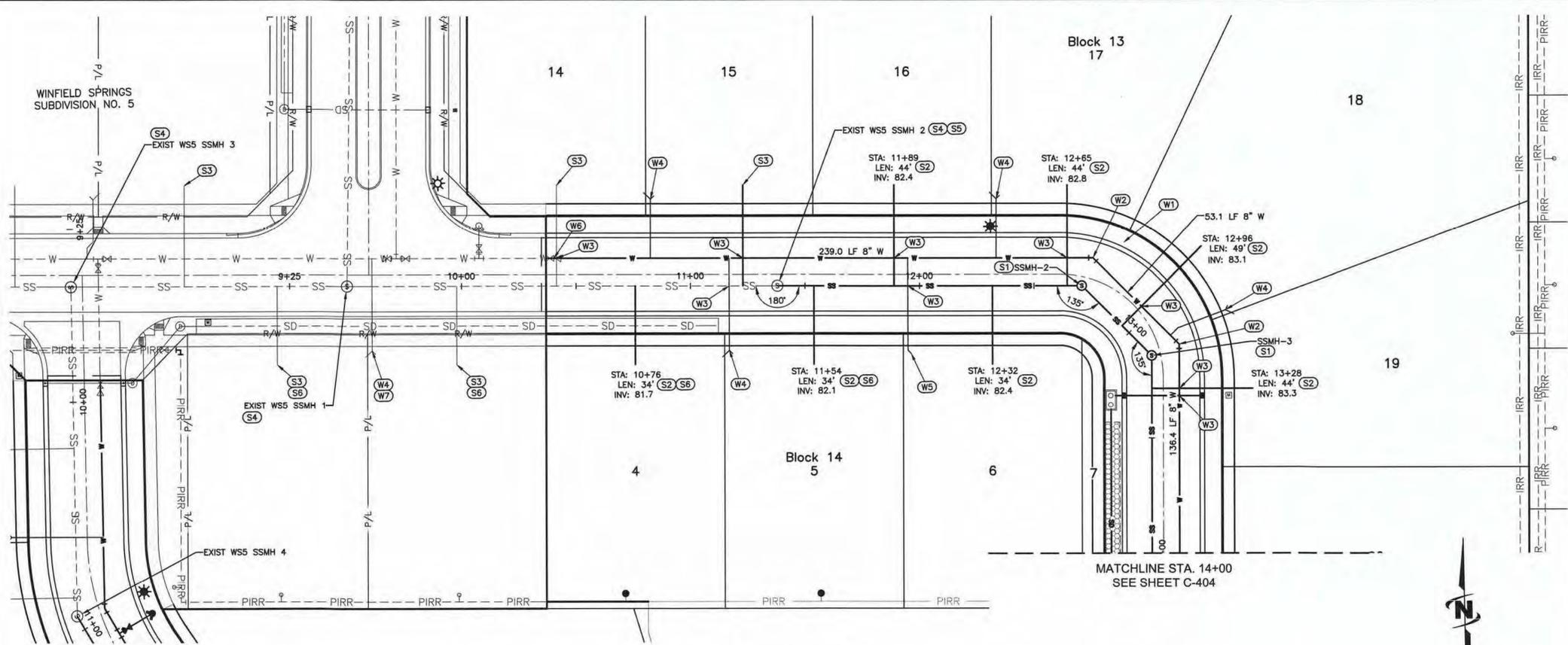
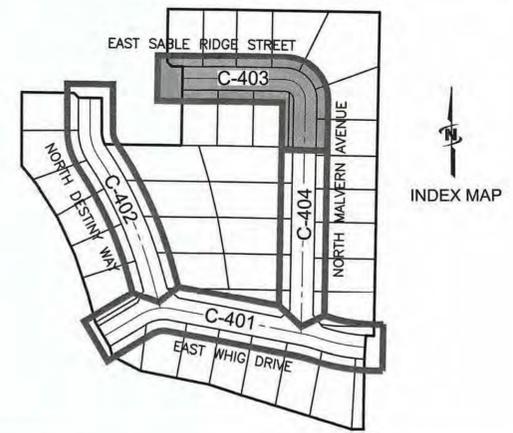
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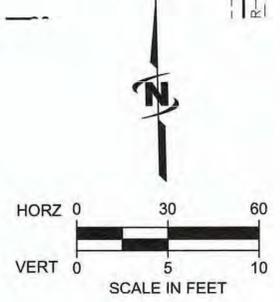
NO.	DESCRIPTION	BY	DATE

WINFIELD SPRINGS SUBDIVISION NO. 7  
 KUNA, IDAHO  
 WATER AND SEWER PLAN AND PROFILE  
 SEWER LINE C - EAST SABLE RIDGE STREET - NORTH MALVERN AVENUE

FILE: 10-19-088-C-403  
 JUB PROJ. #: 10-19-088  
 DRAWN BY: JCC  
 DESIGN BY: LH  
 CHECKED BY: KMH  
 SHEET NUMBER:  
**C-403**



**SEWER LINE C**  
 EAST SABLE RIDGE STREET / NORTH MALVERN AVENUE



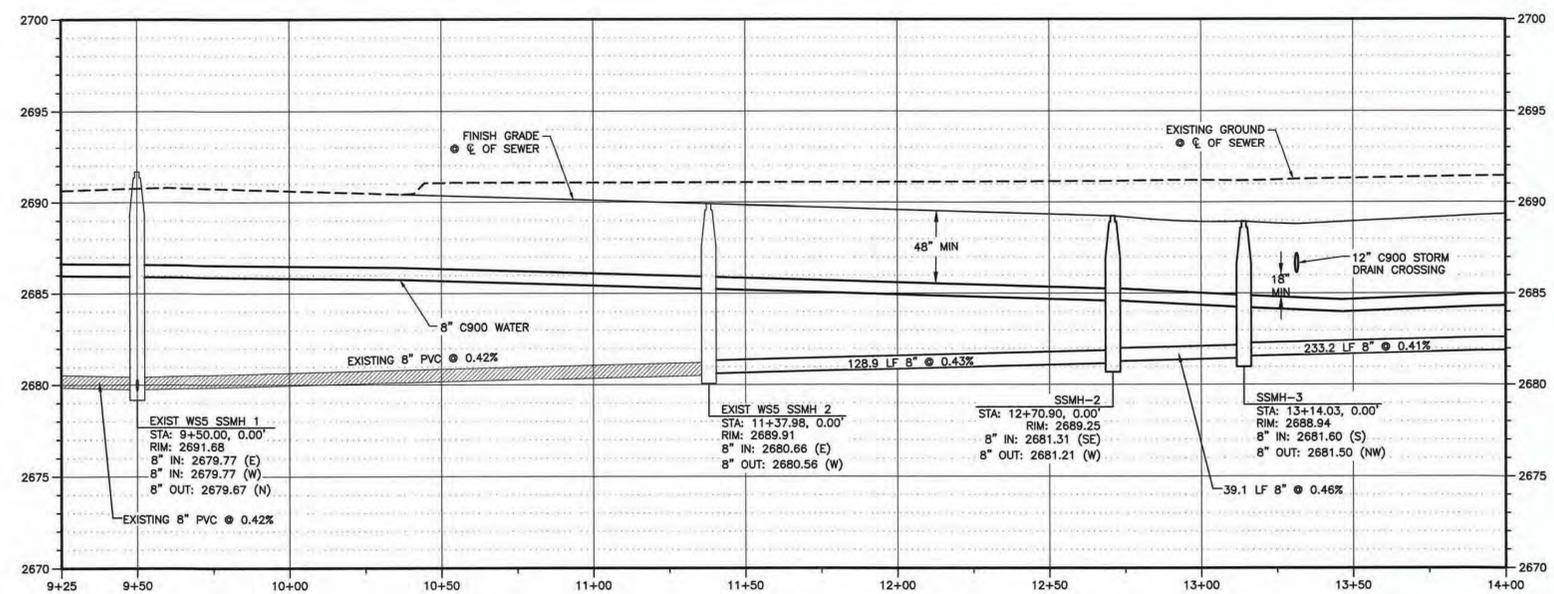
**SEWER KEYED NOTES**

- (S1) 48"Ø SEWER MANHOLE PER ISPMC SD-501
- (S2) STANDARD SEWER SERVICE PER ISPMC SD-511A AND MARKER PER ISPMC SD-512
- (S3) EXISTING SEWER SERVICE. PROTECT IN PLACE
- (S4) EXISTING SEWER MANHOLE. ADJUST RIM TO FINISH GRADE
- (S5) CONTRACTOR TO REMOVE EXISTING BLOCKOUT AND CONNECT NEW PIPE DIRECTLY TO EXISTING MANHOLE. PROVIDE KOR-N-SEAL BOOT FOR WATER TIGHT CONNECTION. CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATIONS PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES.
- (S6) SLEEVE SEWER SERVICE THROUGH SEEPAGE BED WITH WATER CLASS PIPE. EXTEND SLEEVE 5' BEYOND SEEPAGE BED ON BOTH SIDES.

**WATER KEYED NOTES**

- (W1) FIRE HYDRANT ASSEMBLY PER ISPMC SD-404 ON SHEET C-604
- (W2) 45° ELBOW
- (W3) POTABLE/NON-POTABLE CROSSING. SEE GENERAL NOTE 4 ON SHEET C-002
- (W4) 3/4" DOUBLE SERVICE CONNECTION PER COK SD-K401-.75
- (W5) 3/4" SINGLE SERVICE CONNECTION PER COK SD-K401-.75
- (W6) FIELD LOCATE AND CONNECT TO EXISTING WATER LINE. CONTRACTOR TO VERIFY LOCATION AND SIZE PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES.
- (W7) SLEEVE WATER SERVICE THROUGH SEEPAGE BED WITH WATER CLASS PIPE. EXTEND SLEEVE 5' BEYOND SEEPAGE BED ON BOTH SIDES.

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By: *Paul A. Stevens, P.E.*  
 Paul A. Stevens, P.E.  
 Kuna City Engineer

Date: 27 FEB 2000



Know what's below.  
 Call before you dig.

**CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES**

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3. LOCATIONS OF THE EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND AGREES TO BE FULLY RESPONSIBLE SHOULD DAMAGES OCCUR DUE TO A FAILURE TO LOCATE, INACTIVATE, ABANDON, OR PRESERVE SAID UTILITIES.
4. CONTRACTOR TO FIELD VERIFY ALL EXISTING ELEVATIONS AND INVERTS PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND NOTIFY ENGINEER OF ANY DISCREPANCY.
5. THIS DRAWING, OR ANY PORTION OF IT, SHALL NOT BE USED ON ANY PROJECT OR EXTENSION OF PROJECT(S) EXCEPT BY AGREEMENT IN WRITING FROM THE ENGINEER.

Plot Date: 2/27/2000 10:10 AM Plotted By: Kevin Meier  
 Drawn: 10/19/08 JUB PROJ. # 10-19-088 WINFIELD SPRINGS PH B. 10-19-088 WINFIELD SPRINGS PH 7 CAD SHEET 10-19-088 C-403.DWG  
 Date Created: 10/20/08



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



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NO.	REVISION	DATE
1	UPDATE SEWER DESCRIPTION	LAH/KHM/6/2/2020

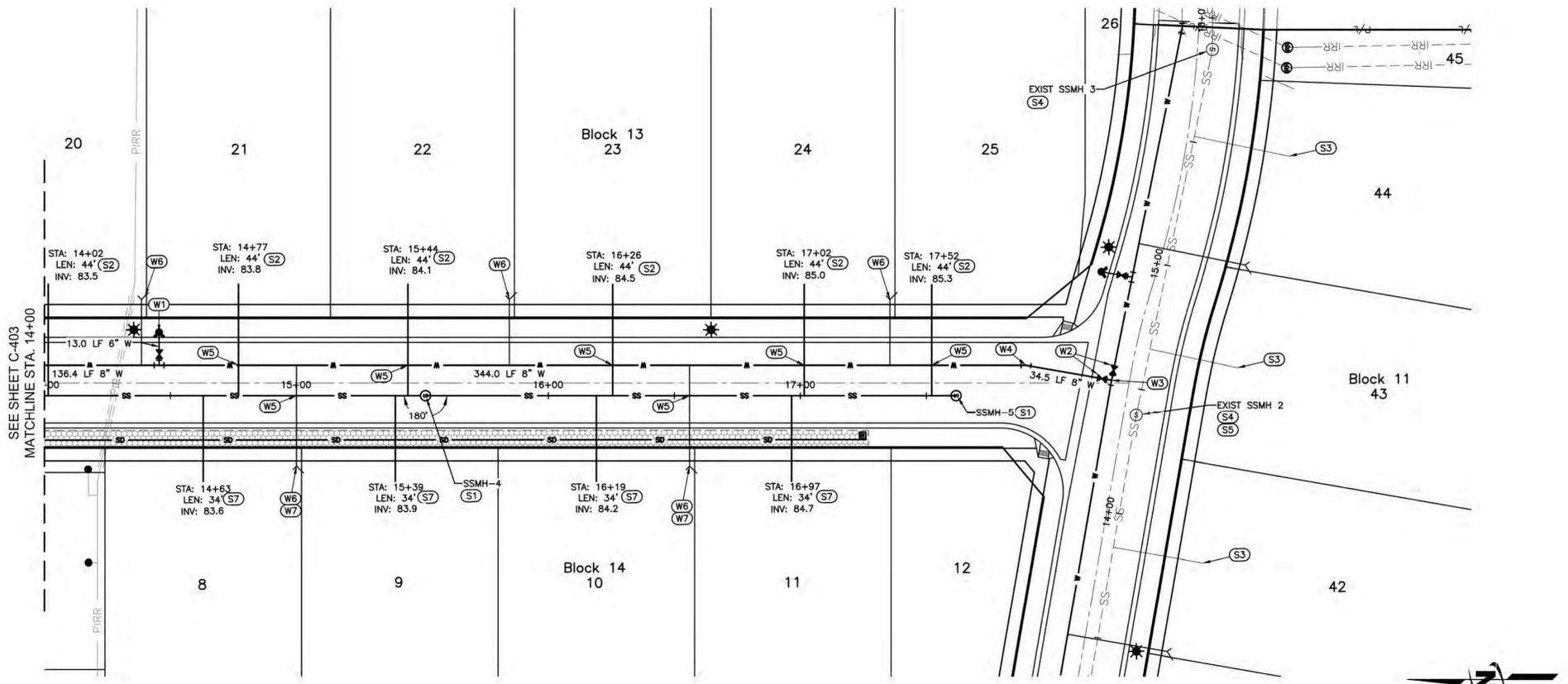
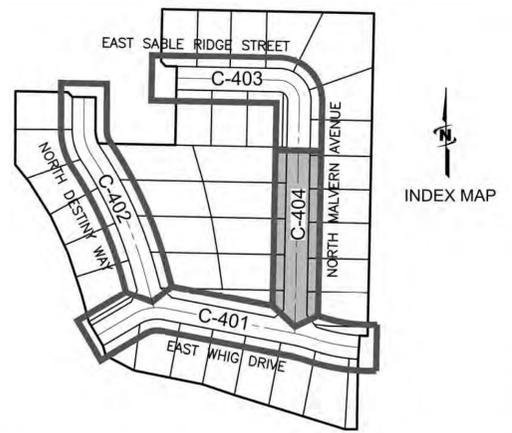
**WINFIELD SPRINGS SUBDIVISION NO. 7**  
**KUNA, IDAHO**

**WATER AND SEWER PLAN AND PROFILE**  
**SEWER LINE C - NORTH MALVERN AVENUE**

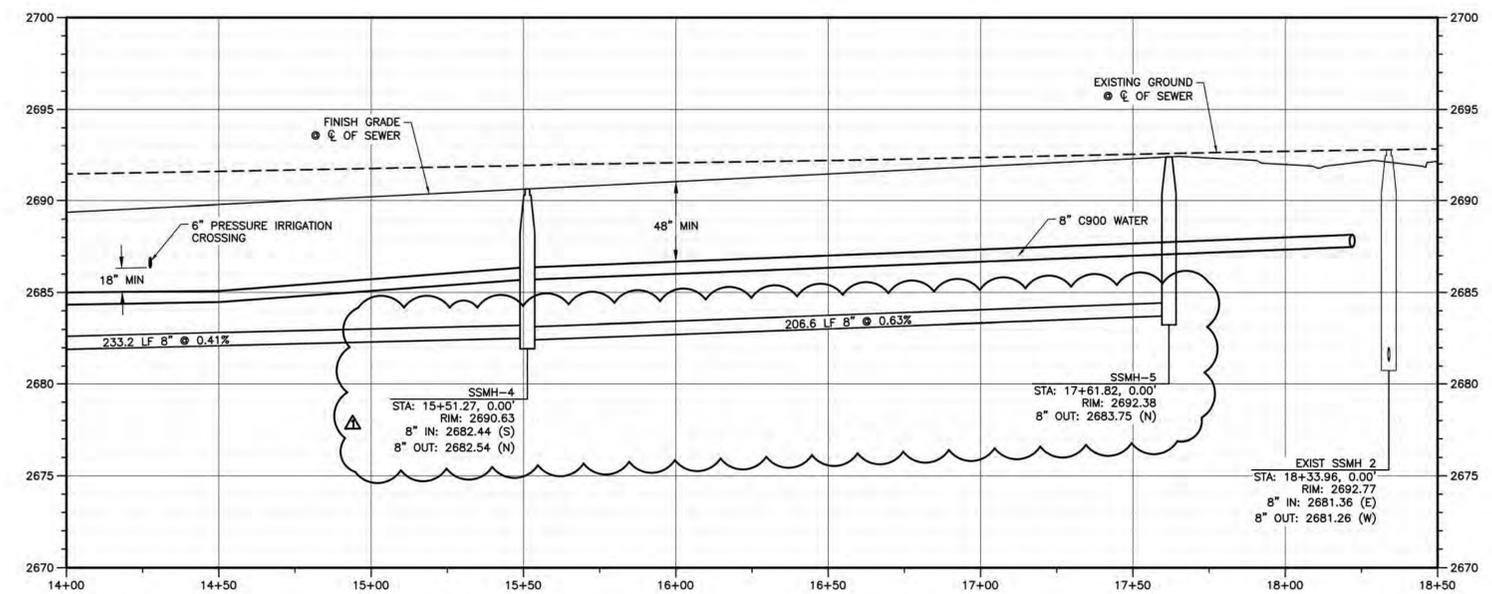
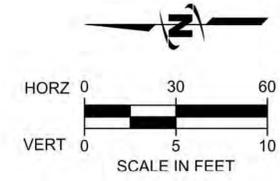
FILE: 10-19-088\_C-404  
JUB PROJ. #: 10-19-088  
DRAWN BY: JCC  
DESIGN BY: LH  
CHECKED BY: KHM

AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
LAST UPDATED: 3/2/2020

SHEET NUMBER:  
**C-404**



**SEWER LINE C**  
NORTH MALVERN AVENUE



- SEWER KEYED NOTES**
- (S1) 48"Ø SEWER MANHOLE PER ISPMC SD-501
  - (S2) STANDARD SEWER SERVICE PER ISPMC SD-511A AND MARKER PER ISPMC SD-512
  - (S3) EXISTING SEWER SERVICE. PROTECT IN PLACE
  - (S4) EXISTING SEWER MANHOLE. ADJUST RIM TO FINISH GRADE
  - (S5) CONTRACTOR TO REMOVE EXISTING BLOCKOUT AND CONNECT NEW PIPE DIRECTLY TO EXISTING MANHOLE. PROVIDE KOR-N-SEAL BOOT FOR WATER TIGHT CONNECTION. CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATIONS PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES.
  - (S6) SLEEVE SEWER SERVICE THROUGH SEEPAGE BED WITH WATER CLASS PIPE. EXTEND SLEEVE 5' BEYOND SEEPAGE BED ON BOTH SIDES.
  - (S7) STANDARD SEWER SERVICE TYPE 'C' PER ISPMC SD-511 AND MARKER PER ISPMC SD-512
- WATER KEYED NOTES**
- (W1) FIRE HYDRANT ASSEMBLY PER ISPMC SD-404 ON SHEET C-604
  - (W2) 8" GATE VALVE
  - (W3) 8"x8" TEE
  - (W4) 22.5' ELBOW
  - (W5) POTABLE/NON-POTABLE CROSSING. SEE GENERAL NOTE 4 ON SHEET C-002
  - (W6) 3/4" DOUBLE SERVICE CONNECTION PER COK SD-K401-.75
  - (W7) SLEEVE WATER SERVICE THROUGH SEEPAGE BED WITH WATER CLASS PIPE. EXTEND SLEEVE 5' BEYOND SEEPAGE BED ON BOTH SIDES.

**NOTE:**  
ALL VALVES, FITTINGS, AND APPURTENANCES SHALL HAVE THE THRUST BLOCKING PER ISPMC SD-403

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: *Paul A. Stevens, P.E.*  
Paul A. Stevens, P.E.  
Kuna City Engineer  
Date: 6/2/2020

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: \_\_\_\_\_  
Paul A. Stevens, P.E.  
Kuna City Engineer  
Date: \_\_\_\_\_



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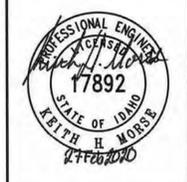
**CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES**

- NOTES TO CONTRACTOR**
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  2. SEWER LENGTHS ARE HORIZONTALLY (2D) MEASURED FROM INSIDE FACE OF STRUCTURES.
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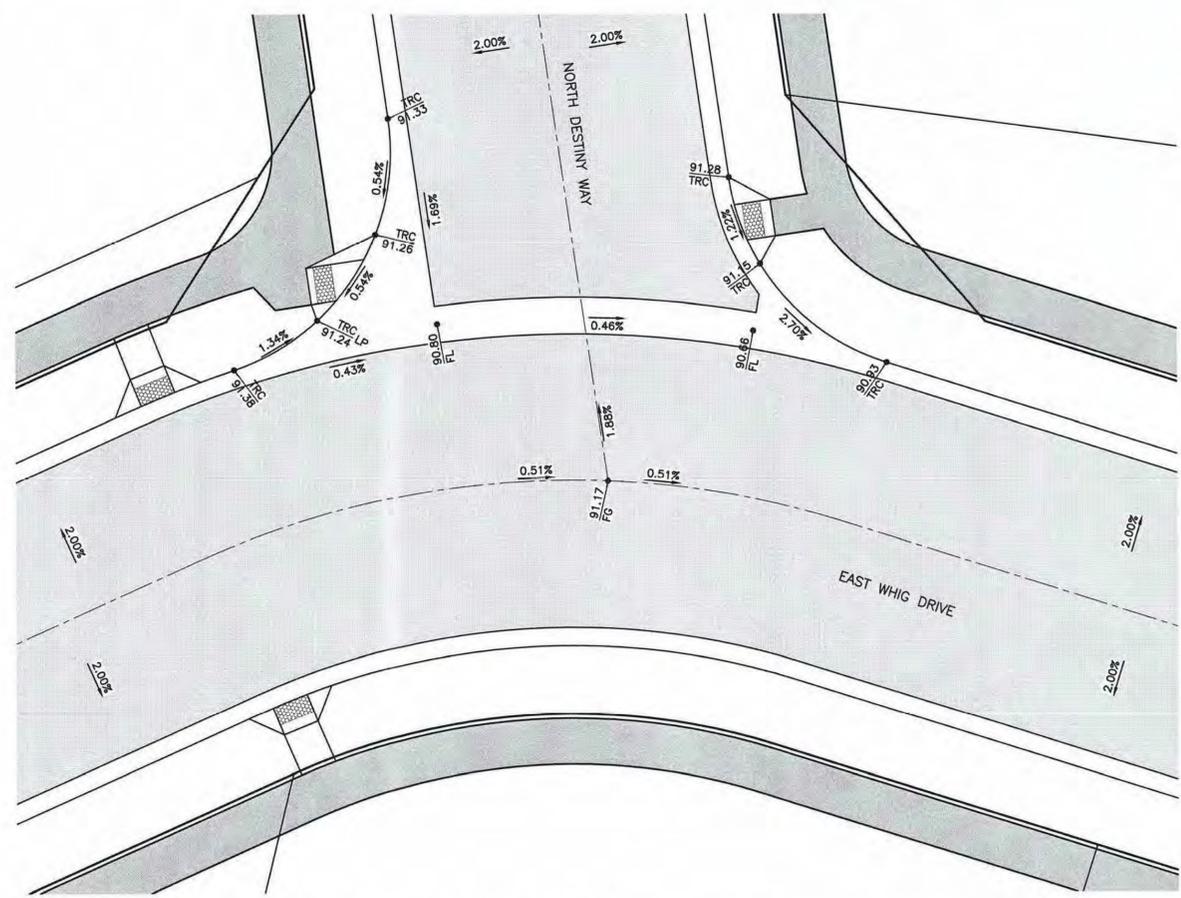
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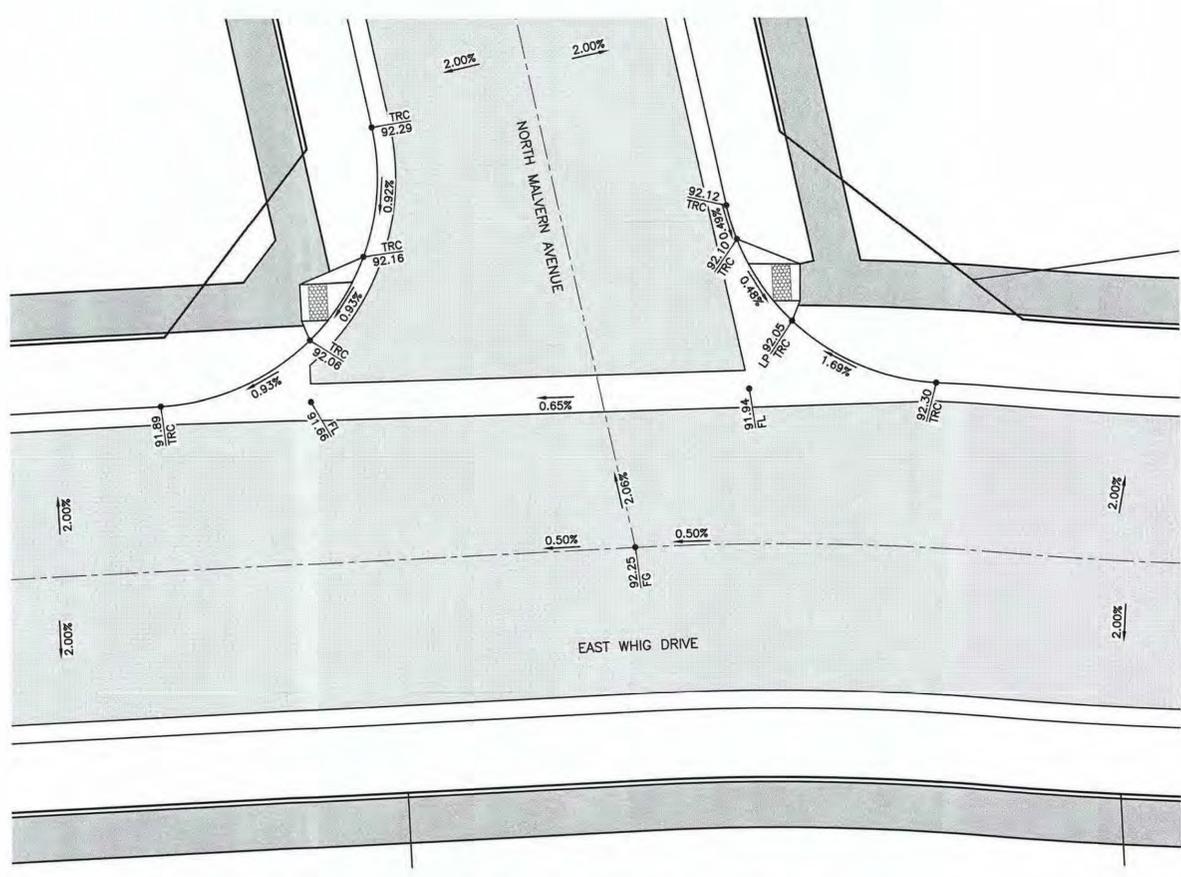


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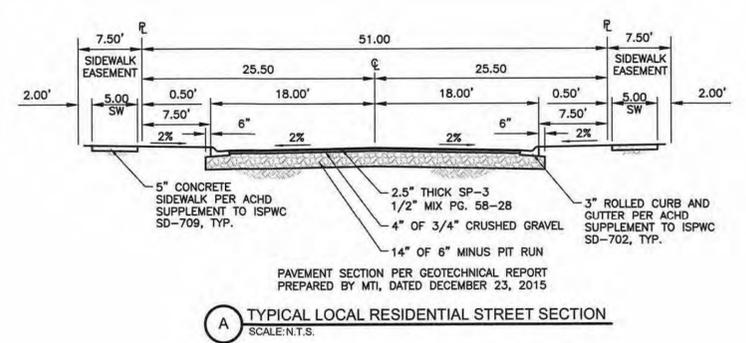
NO.	REVISION	DESCRIPTION	BY	APR	DATE



1 EAST WHIG DRIVE / NORTH DESTINY WAY  
SCALE: 1" = 10'



2 EAST WHIG DRIVE / NORTH MALVERN AVENUE  
SCALE: 1" = 10'



- NOTES:
- ALL PEDESTRIAN FACILITIES (INCLUDING SIDEWALKS, PATHWAYS, RAMPS, AND CROSSINGS) SHALL HAVE A CROSS SLOPE LESS THAN 2%.
  - ROADWAY SLOPES SHALL NOT EXCEED 2% AT PEDESTRIAN CROSSINGS.
  - CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL PEDESTRIAN FACILITIES AND CROSSINGS MEET ADA AND ACHD REQUIREMENTS. NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF ANY DISCREPANCIES.

Plans Are Accepted For Public Street Construction

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BY Michael Hansen DATE 2-27-20  
ADA COUNTY HIGHWAY DISTRICT



Know what's below.  
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WINFIELD SPRINGS SUBDIVISION NO. 7  
KUNA, IDAHO

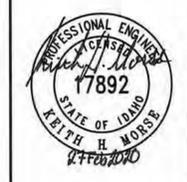
PEDESTRIAN RAMPS AND STREET SECTION

FILE: 10-19-088 C-501
JUB PROJ # 10-19-088
DRAWN BY: JCC
DESIGN BY: LH
CHECKED BY: KHM
SCALE: ONE INCH AT FULL SIZE IF NOT OTHERWISE ACCORDINGLY
LAST UPDATED: 2/27/2020

SHEET NUMBER:  
**C-501**



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NO.	DESCRIPTION	BY	DATE

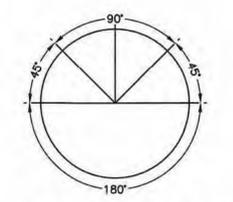
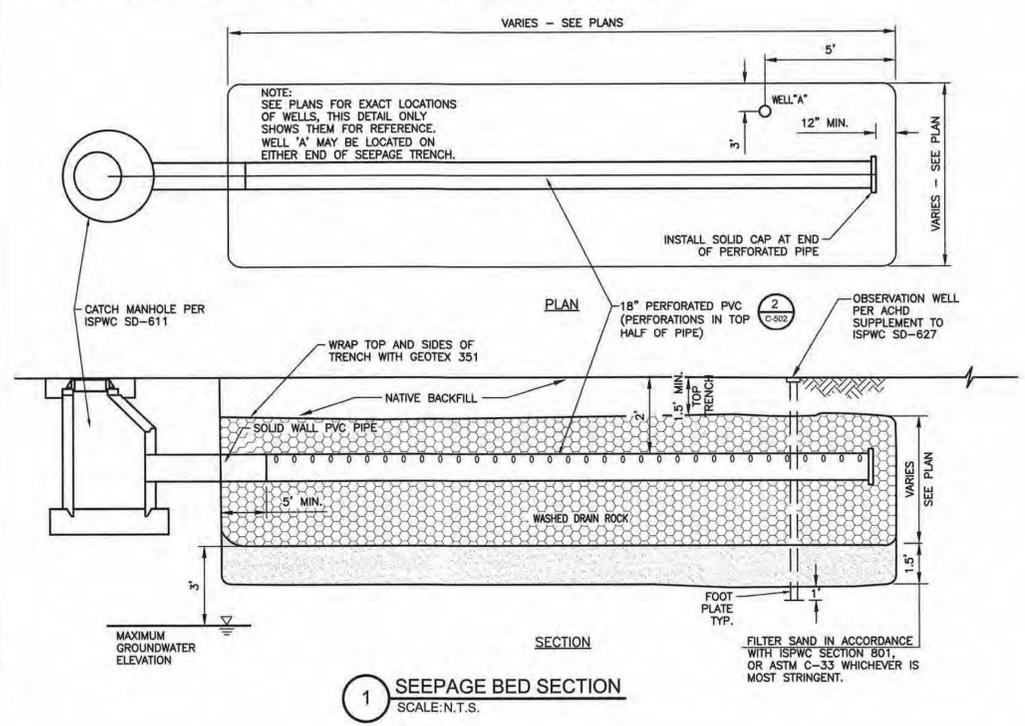
WINFIELD SPRINGS SUBDIVISION NO. 7  
KUNA, IDAHO

DRAINAGE DETAILS

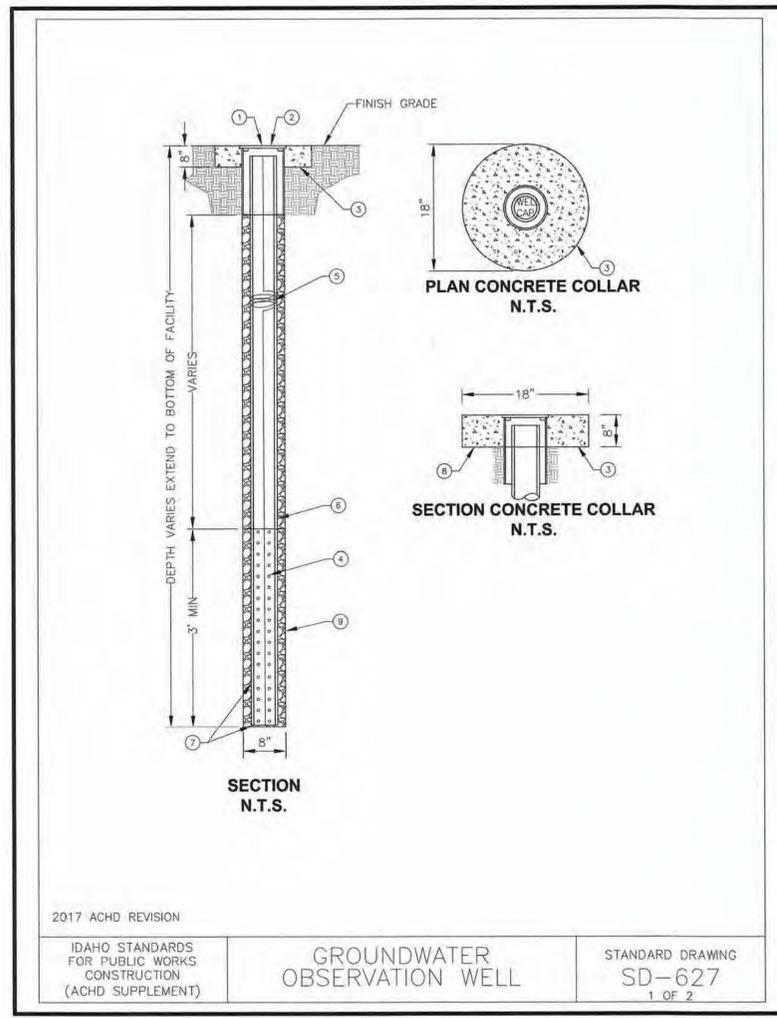
FILE: 10-19-088 C-502
JUB PROJ. #: 10-19-088
DRAWN BY: JCC
DESIGN BY: LH
CHECKED BY: KHM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/27/2020
SHEET NUMBER:
<b>C-502</b>

**SEEPAGE BED NOTES:**

- REFER TO ACHD BMP-20 FOR SEEPAGE BED DETAILS AND SPECIFICATIONS.
- ACHD REQUIRES ELECTRONIC MARKERS AT ALL CORNERS OF UNDERGROUND INFILTRATION SYSTEMS. CONTRACTOR TO COORDINATE WITH ACHD INSPECTION FOR PLACEMENT OF MARKERS DURING CONSTRUCTION AND PRIOR TO BACKFILLING.
- CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF GROUNDWATER IS ENCOUNTERED WITHIN 3 FEET OF THE BOTTOM DESIGN ELEVATION FOR ANY INFILTRATION FACILITY AND/OR IF IT IS HIGHER THAN ANTICIPATED.
- CONTRACTOR SHALL PERFORM PERCOLATION TESTING AT PROPOSED SEEPAGE BED LOCATIONS PRIOR TO START OF CONSTRUCTION. NOTIFY ACHD INSPECTOR 48 HOURS PRIOR TO TESTING.
- DESIGN INFILTRATION RATE AS NOTED IN PLANS AND DRAINAGE DESIGN REPORT.
- GROUNDWATER WAS NOT ENCOUNTERED TO ELEVATION 2,680 PER GEOTECHNICAL REPORT PREPARED BY MTI, DATED DECEMBER 23, 2015.
- IF ROCK IS ENCOUNTERED, CONTRACTOR SHALL HAVE A PERCOLATION TEST PERFORMED BY A SOILS ENGINEER AFTER THE SEEPAGE TRENCH IS FULLY EXCAVATED. IF THE INFILTRATION RATE IS LESS THAN THAT SPECIFIED BY THE SOILS REPORT AND ENGINEER, THE CONTRACTOR MAY NEED TO BLAST OR BORE THE ROCK TO CREATE A CONDUIT FOR DRAINAGE TO OCCUR OR REDESIGN THE SYSTEM TO ACHIEVE THE REQUIRED INFILTRATION.
- NO TREES SHALL BE PLANTED WITHIN 10' OF A SEEPAGE BED WHEN THE BED IS LOCATED IN THE RIGHT-OF-WAY.
- NO TREES SHALL BE PLANTED ABOVE A SEEPAGE BED WHEN THE BED IS LOCATED WITHIN A COMMON LOT.



**2 18" PIPE PERFORATION SCHEDULE**  
SCALE: N.T.S.



- LEGEND**
- WELL COVER, 8" DIA. WATERTIGHT GALVANIZED STEEL BOLT DOWN COVER AND CANISTER
  - 2 OR 3 BOLT LID WITH 9/16" HEAD AND SAE THREADS, GASKETED
  - CONCRETE (COLLAR), CLASS 3000 (ISPOW SECTION 703)
  - 3/8" DIA HOLES OR SLOTS CUT INTO PIPE AT 3" ON CENTER
  - TRACER WIRE SHALL BE PLACED ON OUTSIDE OF PVC PIPE, MINIMUM 18 GAUGE, INSULATED, SINGLE-CONDUCTOR COPPER WIRE, INSULATION COLOR SHALL BE GREEN WITH THREE 6" DIAMETER COILS
  - PIPE SHALL BE PERFORATED PVC, ASTM D-3035, SDR 35. WELLS BACKFILLED IN A PIT REQUIRE 6" PIPE. DRILLED WELLS MAY USE 4" PIPE
  - NONWOVEN FILTER FABRIC AROUND OPENINGS AND BOTTOM, FABRIC OVER CHIPS/DRAIN ROCK
  - POLYPROPYLENE FIBER REINFORCEMENT AT 1 1/2 LBS/CY
  - BACKFILL MATERIAL TO MATCH STORAGE MEDIA FOR OBSERVATION WELLS LOCATED WITHIN A BMP FACILITY. USE PIPE BEDDING CHIPS FOR OBSERVATION WELLS LOCATED OUTSIDE BMP FACILITIES

- NOTES:**
- GROUNDWATER OBSERVATION WELLS ARE FOR MEASUREMENT OF GROUNDWATER LEVELS WITHIN OR NEAR STORM DRAINAGE FACILITIES
  - THIS DETAIL IS FOR WELLS INSTALLED BY DRILLING OR BY EXCAVATED PITS
  - LOCATION OF GROUNDWATER OBSERVATION WELLS SHALL BE APPROVED BY ACHD
  - OBSERVATION WELLS NOT ALLOWED IN CURB OR VALLEY GUTTER SECTION

2017 ACHD REVISION  
IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ACHD SUPPLEMENT)

GROUNDWATER OBSERVATION WELL

STANDARD DRAWING  
SD-627  
1 OF 2

2017 ACHD REVISION  
IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ACHD SUPPLEMENT)

GROUNDWATER OBSERVATION WELL

STANDARD DRAWING  
SD-627  
2 OF 2

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BY Michael Adams DATE 2-27-20  
ADA COUNTY HIGHWAY DISTRICT



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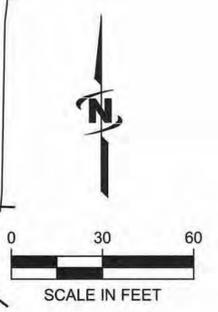
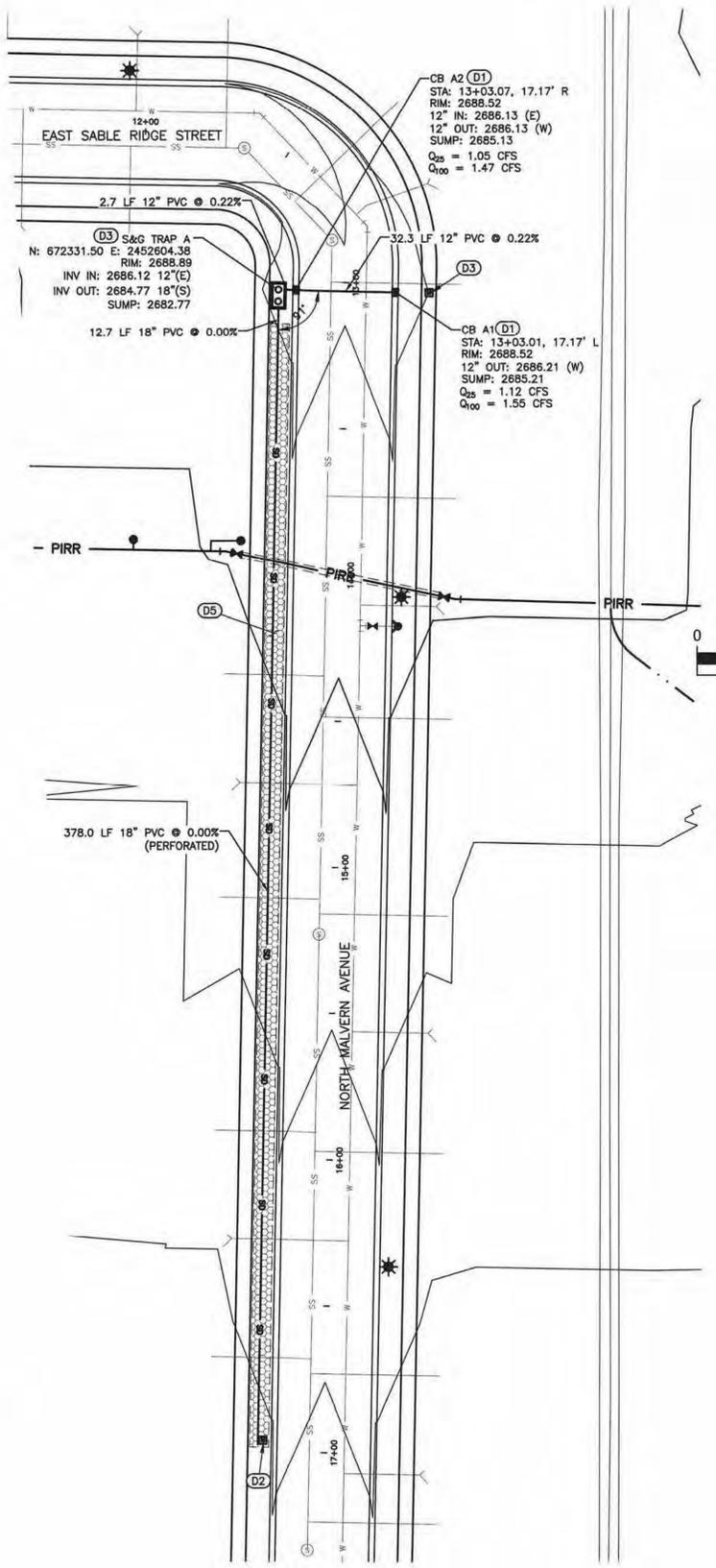
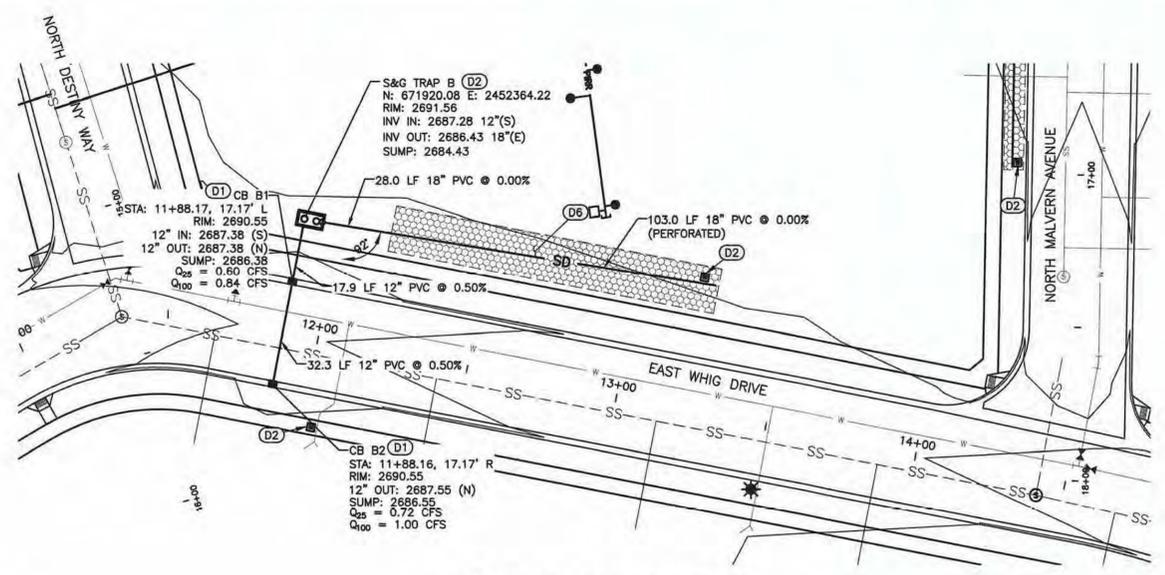
NO.	REVISION	DESCRIPTION	BY	DATE

WINFIELD SPRINGS SUBDIVISION NO. 7  
KUNA, IDAHO  
STREET PLAN AND PROFILE  
DRAINAGE DETAILS

FILE: 10-19-088_C-503
JUB PROJ. #: 10-19-088
DRAWN BY: JCC
DESIGN BY: LH
CHECKED BY: KHM
SCALE: ONE INCH = 40 FEET
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 2/27/2020
SHEET NUMBER: <b>C-503</b>

**DRAINAGE NOTES**

- (D1) TYPE IV CATCH BASIN PER ACHD SUPPLEMENT TO ISPCW SD-601A
- (D2) OBSERVATION WELL PER ACHD SUPPLEMENT TO ISPCW SD-627
- (D3) 1000 GAL S&G TRAP A PER ACHD BMP-01  
BAFFLE SEPARATION: 20"  
INLET BAFFLE WALL EL: 2685.52  
OUTLET BAFFLE WALL EL: 2686.02
- (D4) 1000 GAL S&G TRAP B PER ACHD BMP-01  
BAFFLE SEPARATION: 20"  
INLET BAFFLE WALL EL: 2687.17  
OUTLET BAFFLE WALL EL: 2687.67
- (D4) SEEPAGE BED A PER ACHD BMP-20  
DIMENSIONS: 384'X6.5'X7' DEEP  
VOLUME: 7,395 CF WITH 0.40 ROCK VOID RATIO  
ROCK: 3/4" TO 2" ANGULAR ROCK WITH MINIMUM 50% FRACTURED FACE  
DESIGN MINIMUM INFILTRATION RATE: 0.67 IN/HR  
FG EL: 2688.85  
TOP OF BED EL: 2687.35  
BOTTOM OF BED EL: 2680.35  
BOTTOM OF SAND EL: 2678.85  
GROUNDWATER: NOT ENCOUNTERED
- (D5) SEEPAGE BED B PER ACHD BMP-20  
DIMENSIONS: 109'X15'X6' DEEP  
VOLUME: 4,039 CF WITH 0.40 ROCK VOID RATIO  
DESIGN MINIMUM INFILTRATION RATE: 0.67 IN/HR  
FG EL: 2691.28  
TOP OF BED EL: 2689.78  
BOTTOM OF BED EL: 2683.78  
BOTTOM OF SAND EL: 2682.28  
GROUNDWATER: NOT ENCOUNTERED



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BY: *Michael Aborn* DATE: 2-27-20  
ADA COUNTY HIGHWAY DISTRICT



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NO.	DESCRIPTION	BY	DATE

**NOTES:**

- ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS
- NO GALVANIZED PIPE OR YELLOW BRASS FITTINGS TO BE USED
- SERVICE PIPE: 1" CLASS 250 POLYETHYLENE SIDR 7 PIPE
- SADDLE COUPLINGS: USED FOR CONNECTION OF ALL SERVICE LINES TO PVC MAIN SERVICE SADDLES. EPOXY COATED STEEL WITH STAINLESS STEEL BAND AND MUELLER THREADS (TYPE CC)
- NO SERVICE CONNECTIONS WITHIN ONE (1) FOOT OF THE PIPE ENDS. STAGGER MULTIPLE CONNECTIONS MADE ON THE SAME JOINT OF PIPE ALONG THE CIRCUMFERENCE AND SEPARATED BY A MINIMUM OF 18 INCHES
- CENTER METER BOXES LOCATED IN CONCRETE DRIVEWAYS IN A 4' X 4' SQUARE OF CONCRETE, SEPARATED FROM THE REST OF THE DRIVEWAY CONCRETE BY EXPANSION JOINT MATERIAL. USE A TRAFFIC RATED LID AND LID SHALL BE MARKED "WATER"
- SET OF METER LID TWO (2) INCHES ABOVE FINISHED GRADE
- COPPER SETTERS MUST BE 7" (SHORT LAY) METER SETS
- INSTALL ONE (1) 20" X 1" D/C FOAM PAD 1.2# FOR EVERY METER PIT INSTALLED
- PROVIDE ONE (1) FORD TEST PORT #RETRO-S5-2CHC FOR EACH PHASE OF A SUBDIVISION OR PROJECT, PREFERRED IN A SINGLE METER PIT IF APPLICABLE.

**LEGEND:**

- FORD FB-1101 OR MUELLER BALL CORPORATION STOP - ONE (1) INCH
- PACK JOINT COMPRESSION FITTING
- NO. 12 COPPER LOCATE/TRACER WIRE LOOPED BACK TO WATERMAIN
- 20" DIA X 38" DEEP METER BOX (NOTCH FOR SERVICE LINES)
- EPOXY COATED TAPPING SADDLE WITH STAINLESS STEEL BAND
- WATERMAIN (SIZE VARIES - 8" TYP.)
- USE 1" DIA. CLASS 250 POLYETHYLENE SIDR 7 PIPE (TYP.) NO SPLICING IS ALLOWED
- SWIVEL IRON PIPE THREAD CONNECTION
- FULL OPENING 3/4" BALL VALVE
- PACK JOINT CURB STOP ADAPTER
- FUTURE 7" METER INSTALLED BY THE CITY OF KUNA
- FIRM UNDISTURBED EARTH OR COMPACTED SAND/GRAVEL
- DOUBLE PURPOSE COUPLING
- FORD VBHC82-18W-11-33-NL WITH MALE CONNECTION
- VALVE PER ITEM #14
- DAL L2242 CAST IRON LID WITH TWO (2) RECESSED HOLES FOR DUAL SERVICE PITS AND ONE (1) RECESSED HOLE FOR SINGLE SERVICE METER PITS: 15 1/2" OPENING - 1 1/2" PENTAGONAL NUT
- CARTRIDGE CHECK VALVE FOR BACK-FLOW PREVENTION PER ITEM #14

CITY OF KUNA  
763 W AVALON AVE  
KUNA, ID 83634  
(208) 922-5546

**WATER SERVICE CONNECTION  
STANDARD 5/8" x 3/4" WATER SERVICE  
KUNA STD DWG K401-.75**

**DOUBLE WATER METER  
BRANCH FITTING AND LOCATION  
-NTS-**

- 20" DIAMETER BY 38" TALL METER BOX (NOTCH FOR SERVICES)
- 1" CLASS 250 POLYETHYLENE SERVICE SIDR 7 PIPE
- 1" BRANCH FITTING (ADAPTABLE TO ITEM #4)
- COPPER METER SETTER WITH LOCKABLE SHUT OFF VALVE AND ANGLE DUAL CARTRIDGE CHECK VALVE PART NUMBER PER APPROPRIATE SERVICE SIZE
- WATER METER (7" METER TYP.) FURNISHED BY CITY OF KUNA
- NO. 12 TRACER WIRE - LOOPED TO WATERMAIN
- 2" X 4" MARKING POST PAINTED BLUE
- FULL OPENING BALL VALVE BASED ON SERVICE SIZE
- STAMPED "W" IN FRONT OF WATER METER PIT

CITY OF KUNA  
763 W AVALON AVE  
KUNA, ID 83634  
(208) 922-5546

**WATER SERVICE CONNECTION  
WATER METER & PIT LAYOUT  
KUNA WATER DETAIL K402**

**NOTES:**

- ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS
- WHEN CONSTRUCTING THIS BLOW-OFF AS TEMPORARY USE, INSTALL A 3' LENGTH OF PIPE INTO THE BELL END OF THE LAST LENGTH OF WATERMAIN

**LEGEND:**

- 2" THREADED COUPLING FEMALE X FEMALE ADAPTER
- 2" MALE ADAPTER CAP
- 2" THREADED GALVANIZED PIPE
- X" DRAIN HOLE DRILLED PERPENDICULAR TO DRAIN LINE
- PRE-CAST CONCRETE BLOCKS WEDGED IN PLAC
- 2" THREADED GALVANIZED 90° ELBOW
- 2" GATE VALVE
- 2" THREADED GALVANIZED NIPPLE
- PRE-CAST GRADE 2" RING USED TO SUPPORT CMP (X 35" O.D.) CONCRETE
- 30" CMP CUT TO LENGTH IN THE FIELD FOR BLOW-OFF OUTSIDE THE RW. WITHIN RW USE ROAD GRADE MANHOLE
- 4" X 35" O.D. PRE-CAST CONCRETE GRADE RING MIN 2-4" GRADE RING. MAX 2-4" GRADE RING AND 2-4" GRADE RING (OTHERWISE CMP EXTENSION AND CMP BAND)

NO. 12 COPPER FINDER WIRE (TO BE LAID ON TOP OF PIPE AND FASTENED EVERY 10' WITH DUCT TAPE)

WATERMAIN - SIZE VARIES

HAMMERHEAD THRUST BLOCK - 10.3 S.F.

3/4" +/- RODS 2 REQUIRED ON 6" AND SMALLER, 1/2" +/- RODS 4 REQUIRED ON 6" AND LARGER

EYE-BOLTS

CITY OF KUNA  
763 W AVALON AVE  
KUNA, ID 83634  
(208) 922-5546

**2" BLOW-OFF ASSEMBLY DETAIL  
TO BE USED ON MAINS <12" DIA  
KUNA STD DWG K-405**

5 1/4" LID (TYLER NO. 6855) (SEE NOTE BELOW)

24" X 6" CONCRETE COLLAR - CONCRETE COLLAR NOT NEEDED IN GRASSED AREAS

FINISHED GRADE

3 PIECE ADJUSTABLE CAST IRON VALVE BOX

TRACER WIRE SHALL RUN OUTSIDE THE LOWER PORTION AND INSIDE THE UPPER PORTION OF THE VALVE BOX

NO. 12 COPPER FINDER WIRE (TO BE LAID ON TOP OF PIPE AND FASTENED EVERY 10' WITH DUCT TAPE)

VALVE

MAIN LINE

\*\*\*ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS\*\*\*

CITY OF KUNA  
763 W AVALON AVE  
KUNA, ID 83634  
(208) 922-5546

**PRESSURIZED IRRIGATION  
MAIN LINE VALVE  
KUNA STD DWG K-406**

PROPERTY LINE OF FINCH LINE

FINISHED GRADE

2" MINIMUM MAXIMUM

4" DIA THREADED CAP OR PLUG

1" FORD ANGLE BALL VALVE STOP BLOCK WITH IRON PIPE THREADS (BAY-1449-9L OR EQUAL)

6" MIN

2" CLEARANCE

NON-POTABLE

CARBON SERIES "STANDARD" REINFORCED FIBERGLASS VALVE BOX

1" DIA. CLASS 250 POLYETHYLENE SIDR 7 PIPE

LOOP TRACER WIRE FROM MAIN LINE PIPE TO SERVICE BOX AND BACK ALONG SERVICE LINE PIPE TO THE MAIN LINE PIPE

1" BRONZE CURB STOP

NOTCH 4" DIA PIPE BOX OVER PIPE WITH 1/2" MIN CLEARANCE FROM PIPE

ALLOW TO DRAIN BACK TO MAIN

PROVIDE LONG RADIUS BEND IN POLYETHYLENE PIPE WITHOUT KINKS OR DISTORTION

USE 1" DIA. CLASS 250 POLYETHYLENE SIDR 7 PIPE ADAPT TO CURB STOP

\*\*\*ALL CONNECTIONS SHALL BE MADE USING COMPRESSION BRASS GRIP JOINT/PACK JOINT FITTINGS. NO HOSE CLAMPS WILL BE ALLOWED.\*\*\*

CITY OF KUNA  
763 W AVALON AVE  
KUNA, ID 83634  
(208) 922-5546

**PRESSURIZED IRRIGATION  
STANDARD RESIDENTIAL 1" SERVICE  
MAIN SIDE (LONG SIDE)  
KUNA STD DWG K-902-L**

PROPERTY LINE OF FINCH LINE

FINISHED GRADE

2" MINIMUM

4" DIA THREADED CAP OR PLUG

4" (MIN)

1" FORD ANGLE BALL VALVE STOP BLOCK WITH IRON PIPE THREADS (BAY-1449-9L OR EQUAL)

6" MIN

2" CLEARANCE

NON-POTABLE

CARBON SERIES "STANDARD" REINFORCED FIBERGLASS VALVE BOX

1" DIA. CLASS 250 POLYETHYLENE SIDR 7 PIPE

LOOP TRACER WIRE FROM MAIN LINE PIPE TO SERVICE BOX AND BACK ALONG SERVICE LINE PIPE TO THE MAIN LINE PIPE

1" BRONZE CURB STOP

NOTCH 4" DIA PIPE BOX OVER PIPE WITH 1/2" MIN CLEARANCE FROM PIPE

ALLOW TO DRAIN BACK TO MAIN

PROVIDE LONG RADIUS BEND IN POLYETHYLENE PIPE WITHOUT KINKS OR DISTORTION

BRASS STREET "L" RECOMMENDED FITTING

TAPPING SADDLE (ROMAC 1916 OR EQUAL) TAP OFF THE TOP WHEN POSSIBLE.

BRASS NIPPLES TO BE USED FOR SECTIONS SHORTER THAN 12" SECTIONS LONGER THAN 12" USE 1" DIA. CLASS 250 POLYETHYLENE SIDR 7 PIPE

MAIN LINE FINDER TAPE AND TRACER WIRE REQUIRED ON MAIN LINE

\*\*\*ALL CONNECTIONS SHALL BE MADE USING COMPRESSION BRASS GRIP JOINT/PACK JOINT FITTINGS. NO HOSE CLAMPS WILL BE ALLOWED.\*\*\*

CITY OF KUNA  
763 W AVALON AVE  
KUNA, ID 83634  
(208) 922-5546

**PRESSURIZED IRRIGATION  
STANDARD RESIDENTIAL 1" SERVICE  
MAIN SIDE (SHORT SIDE)  
KUNA STD DWG K-902-S**

WINFIELD SPRINGS SUBDIVISION NO. 7  
KUNA, IDAHO

CITY OF KUNA DETAILS

FILE: 10-19-088 C-600X  
JUB PROJ #: 10-19-088  
DRAWN BY: JCC  
DESIGN BY: LH  
CHECKED BY: KHM  
SCALE: ONE INCH = 1' AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
LAST UPDATED: 2/27/2020

SHEET NUMBER:  
**C-601**



J-U-B ENGINEERS, INC.

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



NO.	DESCRIPTION	BY	DATE

WINFIELD SPRINGS SUBDIVISION NO. 7  
KUNA, IDAHO  
CITY OF KUNA DETAILS

FILE: 10-19-08\_C-600X  
JUB PROJ. #: 10-19-08  
DRAWN BY: JCC  
DESIGN BY: LH  
CHECKED BY: KHM  
SCALE: ONE INCH = 12 INCH  
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
LAST UPDATED: 2/27/2020  
SHEET NUMBER:

C-602

METER BARREL: 20" x 36" METER VAULT W/ SMOOTH INTERIOR  
METER BARREL RING: D&L 22" x 42" NO HOLE  
METER LID: CAST IRON W/ "IRRIGATION" CAST ON LID  
FORD IRON LID W&L (OR EQUAL)

FINISHED GRADE

LOOP TRACER WIRE FROM MAIN LINE PIPE TO DRAIN AND BACK ALONG DRAIN LINE PIPE TO THE MAIN LINE PIPE

IRRIGATION MAIN

SADDLE TEE

BRASS STREET "L"

BRASS NIPPLE

FORD BRASS BALL VALVE

APPROVED METAL OR PLASTIC TAG WITH "NON-POTABLE" WATER DO NOT DRINK IS REQUIRED. CONNECT TO VALVE BOX WITH EYE BOLT AND WIRE TIE

2 CUBIC YARDS MINIMUM 2" WASHED DRAIN ROCK

6" MIN

NOTES:  
INSTALL MAIN LINE DRAINS AS REQUIRED AT ALL LOW POINTS TO PROVIDE COMPLETED DRAINAGE WINTER SHUT DOWN OF IRRIGATION SYSTEM  
DRAIN PIPE AND FITTING SIZES SHALL USE BEST MANAGEMENT PRACTICES (BMP), PREFERRED SIZES INCLUDE 1-1/2" AND 2" DRAINS.  
\*\*\*ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS\*\*\*

CITY OF KUNA  
763 W AVALON AVE  
KUNA, ID 83634  
(208) 922-5546

**PRESSURIZED IRRIGATION DRAIN VALVE**  
KUNA STD DWG K-903

WATER MAIN AIR RELEASE VALVE (OR EQUAL)  
NO MORE THAN 12" BELOW GRADE

METER BARREL: 20" x 36" METER VAULT W/ SMOOTH INTERIOR  
METER BARREL RING: D&L 22" x 42" NO HOLE  
METER LID: CAST IRON W/ "IRRIGATION" CAST ON LID  
FORD IRON LID W&L (OR EQUAL)

2" BRASS GATE VALVE FACING AWAY FROM RELEASE

APPROVED METAL OR PLASTIC TAG WITH "NON-POTABLE" WATER DO NOT DRINK IS REQUIRED. CONNECT TO VALVE BOX WITH EYE BOLT AND WIRE TIE

2" GALVANIZED IRON PIPE RISER

IRRIGATION MAIN

LOOP TRACER WIRE FROM MAIN LINE PIPE TO VENT AND BACK ALONG RISER LINE PIPE TO THE MAIN LINE PIPE

2" SADDLE TEE

TRENCH BACKFILL

6" MIN BELOW LD

12" MAX

NOTES:  
\*\*\*ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS\*\*\*

CITY OF KUNA  
763 W AVALON AVE  
KUNA, ID 83634  
(208) 922-5546

**PRESSURIZED IRRIGATION AIR RELEASE VALVE**  
KUNA STD DWG K-905

**LEGEND:**

- 8-#4 VERTICAL REBAR
- 8" LAP
- ANCHOR BOLT SIZES AND LOCATIONS PER MANUFACTURER'S SPECIFICATIONS
- 4" TO 6" STUBS
- INSULATED BUSHING REQUIRED WHEN CONDUIT IS USED PER MANUFACTURER'S SPECIFICATIONS
- PER MANUFACTURER'S SPECIFICATIONS
- SIDE WALK LINE OR GRADE LINE
- J-BOLT
- 1" MINIMUM DIAMETER
- ANCHOR BOLTS WITH DOUBLE NUTS FOR PLUMBING POLE GALVANIZED, WITH (2) GALVANIZED NUTS AND (2) GALVANIZED WASHERS PER BOLT
- 4-#4 REBAR HOOPS
- C-3000 CONCRETE AS PER SECTION 710 ISPWC
- USLL-A01-D-U-T3-MA-BK - 5" W INTERIOR - SUBDIVISION USLL-A02-D-U-T3-MA-BK - 8" W EXTERIOR - R/W LIGHTS UNLESS OTHERWISE APPROVED
- STEEL SQUARE STRAIGHT LIGHTING POLES - ASS220X411BL - 25" - 4" - 11 GAUGE ASS250X411BL - 30" - 5" - 11 GAUGE OR APPROVED EQUALS
- FUSE LOCATION
- WATER-TIGHT HANDHOLE
- BACKFILL TO BE COMPLETED 95%
- BLACK BACKGROUND WHITE NUMBER VINYL STICKERS 1-1/2" X 2-1/2"

**NOTES:**

- SEE ISPWC FOR EXCAVATION, BACKFILLING AND CONSTRUCTION OF POLE FOUNDATION, WIRING, AND ACCEPTANCE OR REJECTION OF THE WORK.
- GROUND POLE TO THE SERVICE POINT VIA #8 AWG BARE WIRE PER NATIONAL ELECTRICAL CODE.
- #10 AWG WIRE FROM LUMINAIRE TO FUSE.
- FOR GROUNDING DETAILS SEE-1117.

SECTION B-B

SECTION A-A

BASE PLATE PER POLE SPECS

2" CLEARANCE TYPICAL

NOTES:  
\*\*\*ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS\*\*\*

CITY OF KUNA  
763 W AVALON AVE  
KUNA, ID 83634  
(208) 922-5546

**STANDARD METAL STREET LIGHT DETAIL**  
KUNA STD DWG KSD-1116

STORZ CONNECTOR

10" APPROX.

6" (MIN.) 1/4" (MAX.)

EXTEND WIRE 12" ABOVE GRADE AND WRAP WIRE AROUND HYDRANT.

PAY LIMIT FOR HYDRANT BOX ITEM

**LEGEND**

- FIRE HYDRANT (PAINT IN ACCORDANCE WITH LOCAL STANDARDS)
- BREAK AWAY BOLTS
- END OF TRENCH, EDGE OF RIGHT-OF-WAY
- DRAIN - KEEP CLEAR
- DRAIN - KEEP CLEAR
- CAST IN PLACE CONCRETE THRUST BLOCK (4 SQ. FT. OF THRUST BLOCK REQUIRED) (SEE NOTE D)
- 1" DRAIN ROCK EXTENDS 12" HORIZONTALLY FROM EACH SIDE OF CONCRETE BASE AND THRUST BLOCK AND VERTICALLY TO 2" ABOVE HYDRANT DRAIN WALL
- PRECAST CONCRETE BLOCK 1' X 1' X 6" THICK
- VALVE SUPPORT (PRECAST OR CAST IN PLACE)
- TEE (MJ X MI X FLANGE) WITH THRUST BLOCK
- 6" C.I. AUXILIARY VALVE (MJ X FLANGE)
- CAST IRON VALVE BOX
- NO. 12 AWG. COPPER WIRE FINDER. SEE SD-514 FOR SPLICING (SEE NOTE E)
- 5 1/4" LOCKING LID (TYLER NO. 6855)
- 24" x 6" CONCRETE COLLAR WITH (2) #4 REBAR HOOPS
- FINISHED GRADE
- SIDEWALK
- MECHANICAL CONNECTION
- COVER DRAIN ROCK WITH FILTER FABRIC
- 6" DIAMETER PIPE

**NOTES:**

- HYDRANTS THAT ARE TO BE RELOCATED AS CALLED FOR ON THE PLAN VIEW SHALL BE REINSTALLED IN ACCORDANCE WITH THIS DETAIL. LOCATION TO BE SET IN ACCORDANCE WITH LOCAL STANDARDS OR AS DIRECTED BY THE ENGINEER.
- ALL AUXILIARY VALVES TO BE LOCATED AT THE TEE ON THE WATER MAIN AS SHOWN ON THIS DETAIL OR AS DIRECTED BY THE ENGINEER. WHERE EXISTING FITTINGS ARE NOT COMPATIBLE WITH NEW MAIN CONSTRUCTION, USE SUITABLE ADAPTERS OR NEW FITTINGS UPON APPROVAL BY THE ENGINEER.
- ALL ANCHORS AND BLOCKING TO BEAR AGAINST UNDISTURBED SOIL.
- IF WATER SERVICE TO HYDRANT IS TO COMMENCE PRIOR TO SETTING OF CONCRETE THRUST BLOCKING, USE A COMBINATION OF CONCRETE AND UN-FLANGE SERIES 1300 JOINT RESTRAINT.
- PLACE LOCATOR WIRE DIRECTLY ABOVE PIPE. SECURE FINDER WIRE UNDER (M.J.) BOLT AT MAIN.
- JOINT RESTRAINT DEVICES MAY BE USED AS AN ALTERNATE TO THRUST BLOCK WITH ENGINEER'S APPROVAL.

2015

IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION

**FIRE HYDRANT DETAIL**

STANDARD DRAWING NO. SD-404



# 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

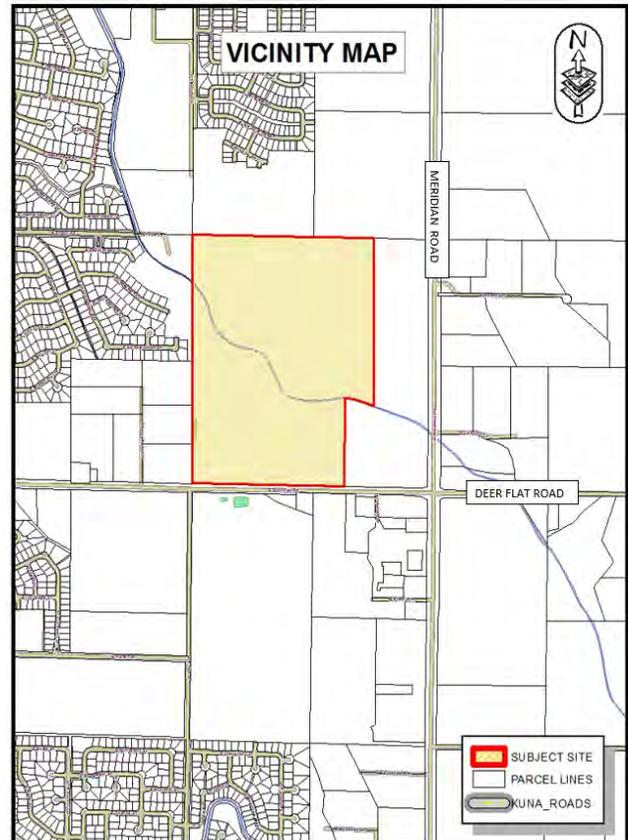
**Location:** North of Deer Flat Road, east of N. Kay Avenue and west of Meridian Road/Highway 69, Kuna, Idaho 83634

**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](mailto: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)<br>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.

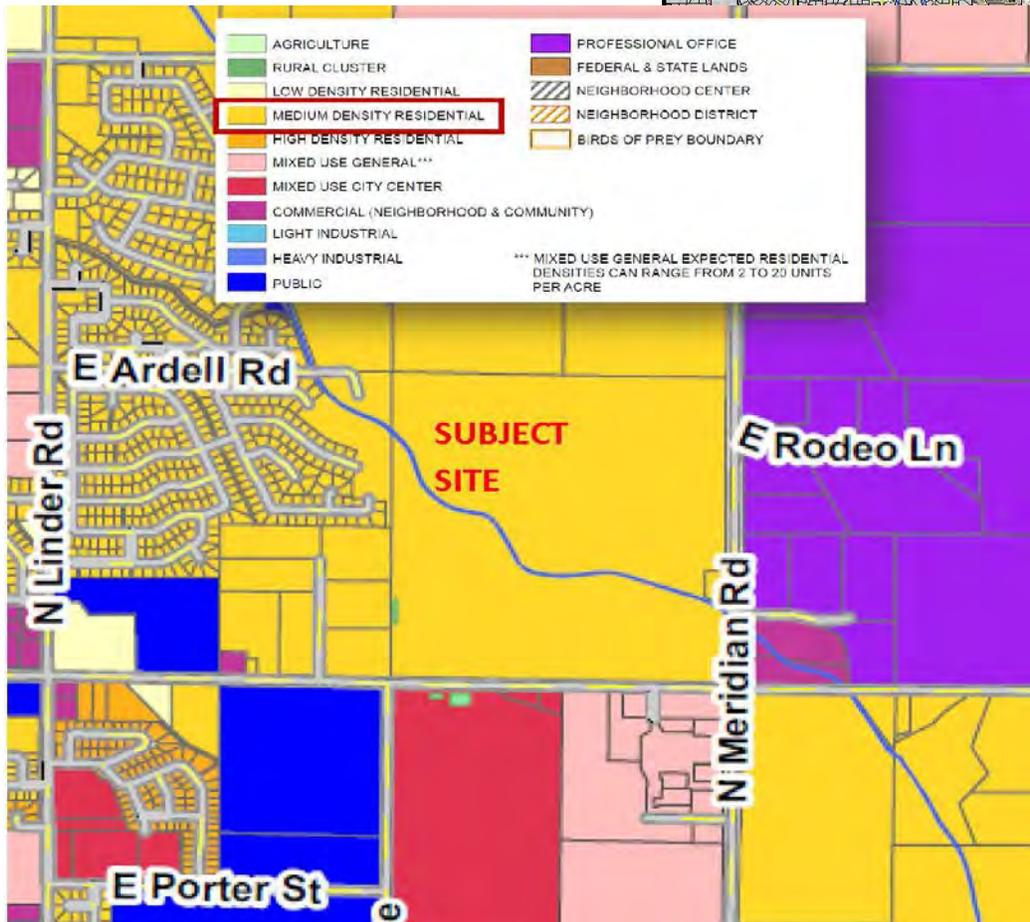
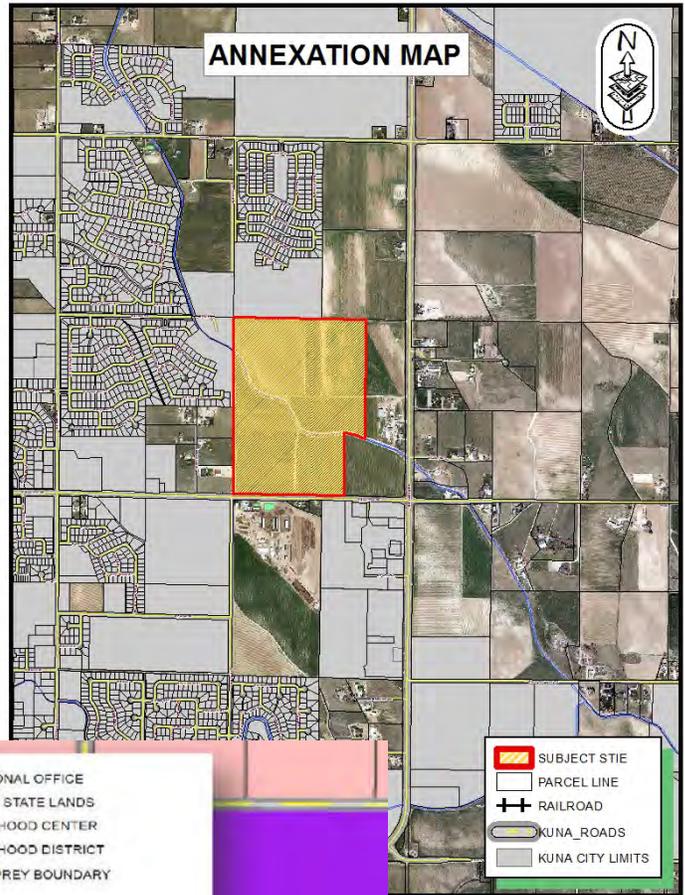
2. **Site Location Map:**

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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.

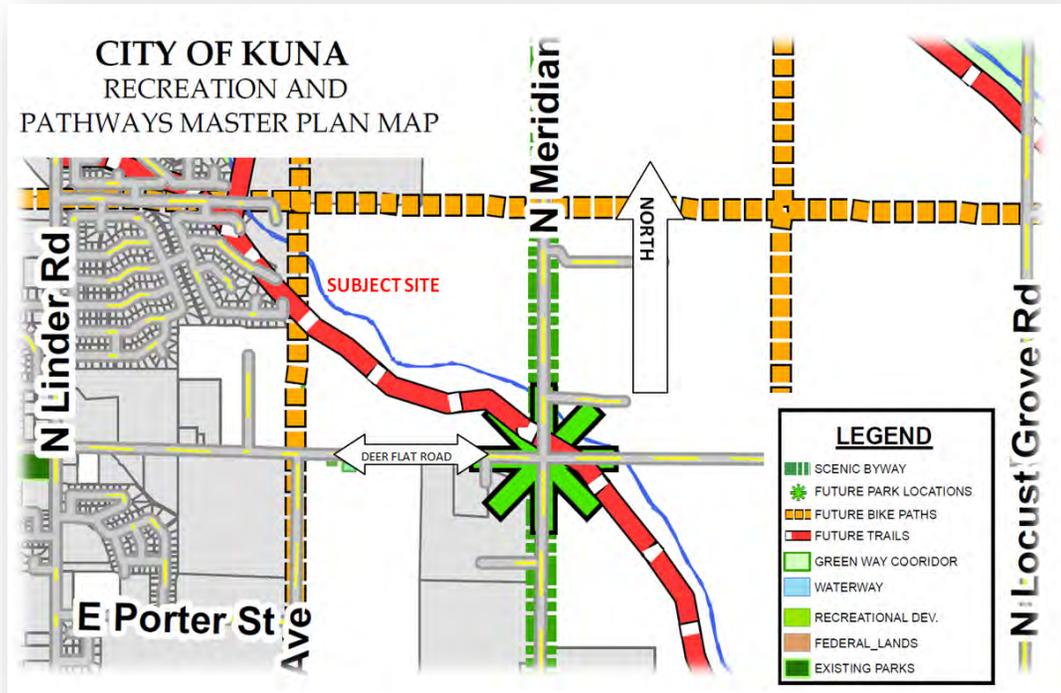
**D. General Projects Facts:**

- 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:**  
**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:**

<b>North</b>	R-6/ RR	Medium Density Residential – City of Kuna/ Rural Residential – Ada County
<b>South</b>	RR/ C-1	Rural Urban Transitional – Ada County/ Neighborhood Business District (commercial) – City of Kuna
<b>East</b>	RUT	Rural Urban Transitional – Ada County
<b>West</b>	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 16<sup>nd</sup> day of May 2017.

---

Joe Stear  
Kuna City Mayor

Attest:

---

Chris Engels  
Kuna City Clerk



# 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

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}



**EXHIBIT A**  
Legal Description

A parcel of land situated in the southeast quarter of Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the Southeast corner of the Southeast quarter of Section 13, Township 2 North, Range 1 West, Boise Meridian (the section corner common to Sections 13 & 24, Range 1 West, and 18 & 19, Range 1 East);

Thence N88°45'41"W, 973.49 feet along the South line of the Southeast quarter;

Thence N00°11'35"E, 48.01 feet parallel with and 973.33 feet from the East line of the Southeast quarter to the North right-of-way line of E. Deer Flat Road, the POINT OF BEGINNING:

Thence N88°45'41"W, 1657.45 feet along the North right-of-way line of E. Deer Flat Road to the West line of the Southeast quarter;

Thence N00°10'26"E, 2597.57 feet along the West line of the Southeast quarter to the Northwest corner of the Southeast quarter (the center quarter-section corner of Section 13);

Thence S88°51'58"E, 1971.63 feet along the North line of the Southeast quarter;

Thence S00°11'35"W, 1753.96 feet parallel with and 660.00 feet from the East line of the Southeast quarter to the center line of the Kuna Canal;

Thence N70°46'49"W, 174.05 feet along the center line of the Kuna Canal;

Thence 151.82 feet on a curve to the left, having a radius of 500.00 feet, a central angle of 17°23'50", a chord bearing of N79°28'44"W, and a chord length of 151.24 feet, along the center line of the Kuna Canal;

Thence S00°11'35"W, 925.34 feet parallel with and 973.33 feet from the East line of the southeast quarter to the POINT OF BEGINNING.

**EXHIBIT B**  
Permitted Exceptions

1. The lien of general real estate taxes and other governmental liens and assessments not yet due.
2. Rights of way for Kuna Canal.
3. Right of way for East Deer Flat Road.
4. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes, as disclosed in instrument or by action herein set forth.  
For: Roadway  
Disclosed: Warranty Deed  
Recorded: June 4, 1919  
Instrument No.: 80276, in Book 136 of Deeds at Page 241
5. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein  
In Favor of: Idaho Power Company  
Recorded: August 6, 1974  
Instrument No.: 895212

(continued on following page)

6. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein  
For: Pipeline  
In Favor of: City of Kuna, a municipal corporation  
Recorded: August 11, 2010  
Instrument No.: 110074195
  
7. Matters disclosed by Record of Survey  
Survey No.: 10672  
Recorded: October 20, 2016  
Instrument No.: 2016-100815  
As Follows: Kuna Canal
  
8. Terms, conditions, and provisions of Memorandum of Agreement  
Between: Margaret M. Hill Family Limited Partnership, an Idaho limited partnership and  
Kuna Hill Development LLC, an Idaho limited liability company  
Dated: February 10, 2017  
Recorded: February 10, 2017  
Instrument No.: 2017-013032
  
9. Mortgage  
Dated: February 10, 2017  
Mortgagor: Margaret M. Hill Family Limited Partnership  
Mortgagee: Kuna Hill Development LLC, an Idaho limited liability company  
Recorded: February 10, 2017  
Instrument No.: 2017-013031

(end of Exhibit B)



August 6, 2020

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

**RE: Winfield Springs Subdivision No. 7 | Final Plat Application**

To Whom It May Concern:

The final plat submittal package is enclosed for the proposed Winfield Springs Subdivision No. 7 located at E Ardell Road in Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Kuna, Idaho, and consists of approximately 11.61 acres. The subdivision includes 35 buildable lots and 6 non-buildable 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.

Approvals from the following Agencies:

1. City Engineer: Approved sewer, drainage, and grading plans
2. Kuna Fire District: Fire flow requirements – Kuna Fire District will test fire flow prior to final plat signature
3. Boise Project Board of Control
4. ACHD – See approved Construction Drawings

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.

**As discussed with City staff, this requirement has been removed due to inability to provide sufficient sewage through the subdivision.**

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.

**Understood.**

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

**Please see attached approved construction drawings containing sheet C-102: Street Light & Signage Plan.**

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

**Understood.**



7. Fencing within and around the site will comply with KCC standards.

**Understood.**

8. Sign permit will be obtained for any subdivision entrance sign.

**Understood.**

9. All landscaping will be permanently maintained per the CC & R's for this development.

**Draft 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.

**Complete.**

11. Land has been provided for a well site with 3 phase power and a drain line for blow off water.

**The land has been provided with phase 5 of this project.**

12. The developer will extend a 12" PI main from the existing 12" PI main located at Kay street.

**Complete as apart of phase 5.**

13. Any future assigns will comply with the conditions of development.

**Understood.**

14. The Preliminary plat and landscape plan are binding site plans and will be observed accordingly.

**Understood.**

15. Applicant will follow staff, city engineer and other agency recommended requirements as applicable.

**Understood.**

16. Applicant will comply with all local, state, and federal laws as required.

**Understood.**

We appreciate the opportunity to present this application and look forward to providing any additional information required for the City of Kuna to process this application. As you complete your review, please let me know if you have any questions. I can be reached via email at [bnj@jub.com](mailto:bnj@jub.com) or 208-376-7330.

Sincerely,

Becky Yzaguirre  
JUB Engineering, Inc.

**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](http://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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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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6.12 Animals/Pets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 7 EASEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 8 ALTERNATIVE DISPUTE RESOLUTION**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 9 INSPECTION OF ASSOCIATION BOOKS AND RECORDS**

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

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

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

## **ARTICLE 10 GRANTOR RIGHTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE 11 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

11.11 “Claim” has the meaning ascribed to it in Section 8.1.

11.12 “Class B Member Termination Date” has the meaning ascribed to it in Subsection 1.3.2.

11.13 “Committee” means the Architectural Review Committee described in Article 2 hereof.

11.14 “Common Area” means (a) Lots 1, 12, 22, 25 and 26, Block 1; Lots 1 and 8, Block 2; Lots 1 and 8, Block 3; and Lot 1, Block 5, all as shown on the Phase 1 Plat; and (b) any other parcels of real property in which the Association holds an interest or which is held or maintained for the benefit of the Association and its Members, including personal property or improvements located thereon. The Association may acquire any Common Area it deems necessary and/or beneficial to the Property. Common Area may include easement and/or license rights.

11.15 “Declaration” means this Declaration of Covenants, Conditions and Restrictions for Bellano Creek Subdivision, as it may be amended and supplemented from time to time.

11.16 “Discretion” or “discretion” means the freedom or authority to act according to one’s own judgment.

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

11.18 “First Mortgage” means any Mortgage which is not subordinate to any other Mortgage or to any other financial lien except liens for taxes and assessments or other non-consensual liens that are given priority by statute.

11.19 “Grantor” means ISOLA CREEK LLC, an Idaho limited liability company, whose complete mailing address is 1859 S. Topaz Way, Suite 200, Meridian, Idaho 83642, its successors or any Person to whom the rights under this Declaration are expressly transferred, in whole or in part, other than a transfer of a Lot to Owners that are natural persons by ISOLA CREEK LLC or its successors.

11.20 “Improvement” means any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon or allowed on, under or over any portion of the Property, including but not limited to residential structures, accessory buildings, club houses, pump or lift stations, fences, streets, drives, driveways, parking areas, sidewalks, bridges, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, wildlife habitat improvements, living and/or dead vegetation, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, recreational facilities, grading, road construction, utility improvements, trees, plantings, landscaping and any exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and all later changes and new Improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 12 MISCELLANEOUS

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

### 12.2 Amendment.

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

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

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

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

12.4 Enforcement and Non-Waiver.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Each Owner understands that these acknowledgments may not be a complete list of issues that an Owner may wish to consider prior to purchasing a Lot since Grantor cannot control future events and may not be aware of certain issues existing at this time, including but not limited to future development requirements of governmental or municipal organizations claiming jurisdiction over the Property or how such requirements may impact the future development plans of the Property.

*{ end of text; signature page follows }*





City of Kuna  
Planning & Zoning Department

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

## Agency Notification

August 20, 2020

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

<b>FILE NUMBER:</b>	20-18-FP (Final Plat) – Winfield Springs No. 7
<b>PROJECT DESCRIPTION</b>	JUB Engineers requests Final Plat Approval for Winfield Springs No. 7, which consists of 35 buildable lots and 6 common lots (41 total lots) on 11.61 acres (APN: S1313428170)
<b>SITE LOCATION</b>	E Ardell Road, Kuna, Idaho 83634.
<b>REPRESENTATIVE</b>	<i>JUB Engineers</i> 250 S Beechwood Drive Boise, ID 83709 208-376-7330 <a href="mailto:velg@jub.com">velg@jub.com</a>
<b>SCHEDULED HEARING DATE</b>	Tuesday, <b>September 15, 2020.</b> 6:00 P.M.
<b>STAFF CONTACT</b>	Doug Hanson <a href="mailto:dhanson@kunaid.gov">dhanson@kunaid.gov</a> 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. 4<sup>th</sup> 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.



Serving Ada, Boise, Elmore and Valley Counties  
cdh.idaho.gov

20-0500

June 24, 2020

received  
6.29.20

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

RE: Winfield Springs Subdivision No. 7

Dear Mr. McGrane:

Central District Health has reviewed and does approve the final plat for this subdivision for central water and central sewer facilities. Final approval was given June 24, 2020.

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

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

Sincerely,

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

cc: Susan Stanley  
Toll ID I, LLC  
JUB Engineers  
City of Kuna

LB:bk

B1



# Ada County Transmittal

## Division of Community and Environmental Health

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

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

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

Preliminary / Final / Short Plat 20-18-FP

Winfield Springs 7

- 1. We have No Objections to this Proposal.
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
  - high seasonal ground water
  - bedrock from original grade
  - waste flow characteristics
  - other \_\_\_\_\_
- 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- 8. After written 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 CDH.
- 14. \_\_\_\_\_

Reviewed By: *[Signature]*  
 Date: 8/26/2020



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

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

## FINAL PLAT MEMORANDUM

**Date:** 26 August 2020  
**From:** Paul A. Stevens, P.E.  
**To:** Wendy Howell, Planning and Zoning Director  
**RE:** Winfield Springs Subdivision 7 20-18-FP

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The Winfield Springs Subdivision 7 20-18-FP Plat request dated 20 August 2020 has been reviewed. This review is based on land use as allowed or permitted in an "R-6" zone.

This Final Plat encompasses 11.61 Acres containing thirty-five (35) single family residential lots, and six (6) common lots. A commensurate burden will be placed on City of Kuna utilities; Pressurized Irrigation, Sewer, & Water.

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

### **1) Property Description**

- a) The applicant provided a cover letter.
- b) The applicant provided a Final Plat & Civil Design Drawings.

### **2) General**

- a) Winfield Springs 7 Subdivision 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 Civil Engineering Drawings/Record Drawings.
- c) Provide a final plat showing all modifications stemming from construction.

### **3) Inspection & Fees**

- a) 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. Payment was collected at the preconstruction meeting.

**4) Sanitary Sewer & Potable Water Connection & Fees**

- a) This project is in agreement with the Sewer, and Water master plans.
- b) This project will add to the Danskin Lift Station.

**5) Pressurized Irrigation**

- a) This project is in agreement with the PI master plan.
- b) Pressurized Irrigation services shall be placed such that they are convenient for the lot owner to access.

**6) Grading and Storm Drainage**

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

- a) Grading and drainage plans shall be 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) Elevations shall be actual NAVD 88 datum elevations. A localized elevation/coordinate system is specifically not acceptable.
- d) 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.
- e) Privacy fencing shall be placed on the high lot such that it is in fact a privacy fence.
- f) 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.
  - (3) Adjustments to the Final Plat shall be accomplished before recording at ADA county.

**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.*



**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Jessica Reid](#); [Doug Hanson](#)  
**Subject:** Online Form Submittal: Final Plat  
**Date:** Friday, August 21, 2020 12:37:40 PM

---

## Final Plat

### Step 1

Please complete each section of application in full

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

In order for this application to be submitted a file **MUST** be provided for each item marked by a red asterisk (\*).

(Section Break)

#### Contact/Applicant Information

Owner(s) of Record	Mike Fife
Phone:	208-941-0325
Email:	mike@fsonedev.com
Address1	0 North School Ave.
Address2	<i>Field not completed.</i>
City	Kuna
State	ID
Zip	83634
Applicant (Developer):	Mike Fife
Applicant (Developer) Company:	NSDF3.5 LLC
Phone:	208-941-0325
Email:	mike@fsonedev.com
Address1	2667 E. Gala Ct. Ste 120
Address2	<i>Field not completed.</i>
City	Meridian
State	ID

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Zip	83642
Engineer/Representative:	Jay Walker
Engineer/Representative Company:	AllTerra Consulting
Phone:	208-484-4479
Email:	jwalker@allterraconsulting.com
Address1	849 E State St. Ste 104
Address2	<i>Field not completed.</i>
City	Eagle
State	ID
Zip	83616

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(Section Break)

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#### Subject Property Information

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Site Address:	0 N School Ave.
Nearest Cross Streets:	Deerflat and School
Parcel Number(s):	S1323212410
Section, Township, Range:	23, T. 2N., R.1 W.,
Property Size:	3.46 Acres
Current Land Use:	Agriculture Field
Current Zoning District:	Mixed Use
Proposed Land Use:	Mixed Use
Proposed Zoning District	Mixed Use

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(Section Break)

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#### Project Description

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Project/Subdivision Name:	Redhawk Square
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General description of proposed project/request:	Final Plat
Type of Use Proposed - Check all that apply:	Commercial, Office
If Other has been selected, please provide a description:	<i>Field not completed.</i>
Amenities provided with this development:	<i>Field not completed.</i>
(Section Break)	
Residential Project Summary (if applicable):	
Are there existing buildings?	No
Please describe existing buildings:	<i>Field not completed.</i>
Any existing buildings to remain?	<i>Field not completed.</i>
Number of Residential Units:	<i>Field not completed.</i>
Number of buildable lots:	<i>Field not completed.</i>
Number of common lots and/or other lots:	<i>Field not completed.</i>
Type of dwellings proposed - Check all that apply:	<i>Field not completed.</i>
Minimum square footage of structures:	<i>Field not completed.</i>
Gross Density (DU/Acre - Total Property):	<i>Field not completed.</i>
Net Density (DU/Acre - Excluding Roads):	<i>Field not completed.</i>
% of Open Space provided:	<i>Field not completed.</i>

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Acreeage of Open Space: *Field not completed.*

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Type of Open Space provided? *Field not completed.*

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(Section Break)

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Non-Residential Project Summary (if applicable):

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Number of building lots: 5

---

Other lots: 1

---

Gross floor area square footage: *Field not completed.*

---

Existing: *Field not completed.*

---

Hours of Operation: *Field not completed.*

---

Building Height: *Field not completed.*

---

Total Number of Employees: *Field not completed.*

---

Max. Number of Employees at one time? *Field not completed.*

---

Number & ages of students/children: *Field not completed.*

---

Seating Capacity: *Field not completed.*

---

Existing fencing? Type? Will it remain? *Field not completed.*

---

Fencing type, size & location? *Field not completed.*

---

Handicapped parking spaces: *Field not completed.*

---

Total parking spaces: *Field not completed.*

---

Width of driveway aisle: *Field not completed.*

---

Proposed lighting: *Field not completed.*

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Proposed landscaping: *Field not completed.*

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**Step 2**


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All applications are required to contain one copy of the following

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Approved Drawings	<a href="#">Redhawk Square - Approved Plans - Revised.pdf</a>
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Proposed Final Plat	<a href="#">Final Plat 08.20.20.pdf</a>
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Findings of Fact & Conclusions of Law	<a href="#">Record Facts, findings and conclusion of law.pdf</a>
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Proof of Ownership	<a href="#">POL-Recorded Documents-Warranty Deed.pdf</a>
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Additional Proof	<a href="#">Operating Agreement (NSDF 3.5) Final.docx.pdf</a>
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Statement of Conformance	<a href="#">Narrative Letter.pdf</a>
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CCNR's	<a href="#">CCRs Redhawk Square.pdf</a>
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The Final Plat shall include and be in compliance with all items required under Title 50, Chapter 13 of Idaho State Code.	Yes
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(Section Break)

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*By checking the "I agree" box below, you agree and acknowledge that 1) Your application will not be signed in the sense of a traditional paper document, 2) By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) You may still be required to provide a traditional signature at a later date.*

---

First Name	Mike
------------	------

---

Last Name	Fife
-----------	------

---

Electronic Signature Agreement	I Agree
--------------------------------	---------

---

Date & Time	8/21/2020 12:30 PM
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(Section Break)

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Affidavit of Legal Interest Form	<a href="#">Click here</a>
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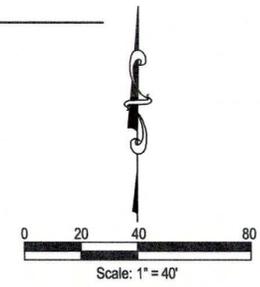
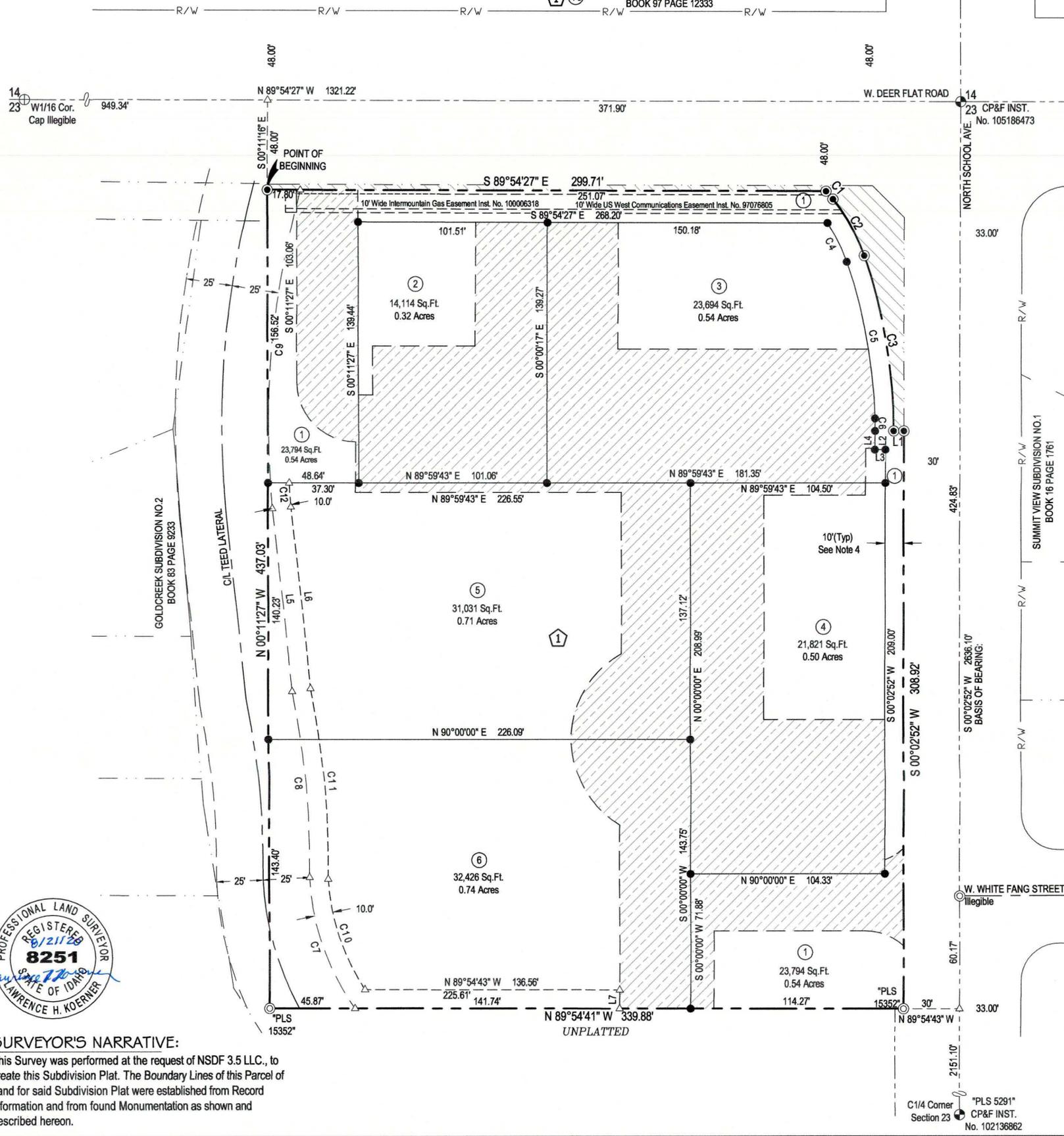
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Email not displaying correctly? [View it in your browser.](#)

# PLAT OF REDHAWK SQUARE SUBDIVISION

LOCATED IN THE NE1/4 NW1/4 OF SECTION 23,  
T. 2 N., R. 1 W., B.M., CITY OF KUNA, ADA COUNTY, IDAHO

MINERAL SPRINGS SUBDIVISION No.2  
BOOK 97 PAGE 12333  
2020



LEGEND	
	Found Brass Cap as Noted
	Found Aluminum Cap as Noted
	Found 5/8 inch dia. Iron Pin as Noted
	Calculated Point
	Set 5/8 inch dia. x 24 inch Iron Pin w/ Plastic Cap "Koerner PLS 8251"
	Set 1/2 inch dia. x 24 inch iron pin w/ Plastic Cap "Koerner PLS 8251"
	Block Number
	Lot Number
	Boundary Line
	Lot Line
	Lot/Parcel Line of Record
	Section Line
	Easement Line
	Centerline
	Teed Lateral Easement Line
	ACHD Right of Way Dedication Area (see note 9)
	Cross Access, Parking, Public Utilities, Drainage & Irrigation Easement Inst. No. 2020- (see note 11)

**NOTES:**

- This Property lies within the Incorporated limits of the City of Kuna, and is in the Boise Kuna Irrigation District. The City of Kuna provides a Municipal Pressure Irrigation System to each Lot within this Development. In compliance with Idaho Code Section 31-3805(1)(b), All Lots will be Subject to Assessments from the City of Kuna.
- Building Setbacks and Dimensional Standards in this Subdivision shall be in compliance with the applicable zoning regulations of the City of Kuna and this approval.
- This Development recognizes Section 22-4503 of the Idaho Code, Right of Farm Act, which states: No Agricultural Operation, or an appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided, that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or any agricultural operation or appurtenance to it.
- All Lots are hereby designated as having a Permanent Easement for Public Utilities, Irrigation and Lot Drainage over the Ten (10) feet adjacent to any Street or Boundary Line. This Easement shall not preclude the construction of hard-surfaced driveways and walkways to each Lot.
- Maintenance of any Irrigation or Drainage pipe or ditch crossing a Lot, is the responsibility of the Lot Owner unless such responsibility is assumed by an irrigation/drainage utility or the Property Concerning Owner's Association.
- Any resubdivision of this Plat shall comply with the applicable Zoning Regulations in effect at that time and may require amendment of the development agreement.
- Lot Access to North School Avenue and West Deer Flat Road is shown hereon. All other direct access is Prohibited unless specifically allowed by the Ada County Highway District and the City of Kuna.
- This Development is Subject to ACHD Temporary License Agreement Instrument No. 2020- \_\_\_\_\_
- ACHD Dedicated Right of Way per Instrument No. 2020-025062
- Lots 1, 5 & 6, Block 1 are Subject to the Teed Lateral Easement as shown hereon.
- All Lots have a Cross-Access, Public Utilities, Drainage, Irrigation and Parking Easement Agreement that outlines the Access and Maintenance responsibilities Recorded as Instrument No. 2020- \_\_\_\_\_
- This Plat represents a Commercial Development creating Six lots. Lot 1, Block 1 will be a Common Lot to be Owned and Maintained by the Redhawk Square Commercial Owners Association and is Subject to a Blanket Access, Parking, Public Utilities, Drainage and Irrigation Easement. Lots 2-6 will be Buildable Commercial Lots.
- This Subdivision Plat is not located within FEMA "Zone A" Flood Plain, determined per FIRM Map No. 16001C0250J with effective date October 2, 2003.
- The Redhawk Square Commercial Owners Association (COA), its Ownership and Maintenance Commitments cannot be dissolved without the express written consent of the City of Kuna, Idaho. All improved Individual Lots, and COA Common Lot(s) are subject to the fractional share of the Irrigation Assessment for each COA Common Lot(s) that receive(s) Municipal Irrigation. If the assessment is not paid by the COA, The Individual improved Lots are Subject to a lien for non-payment.
- Survey monuments shall be preserved, set, and/or restored in accordance with IC 50-1303.
- Any and all Water Rights are Dedicated to the City of Kuna.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°57'08" E	5.50
L2	N 01°05'59" E	10.00
L3	S 89°57'08" E	5.68
L4	S 01°05'59" W	10.00
L5	N 06°15'54" W	98.31
L6	N 06°15'54" W	97.90
L7	N 00°00'00" E	10.00

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CHORD BRG	CHORD
C1	5.66	64.50	05°01'32"	S 41°13'07" E	5.66
C2	34.68	102.50	19°23'00"	S 29°00'51" E	34.51
C3	95.51	282.50	19°22'14"	S 09°38'15" E	95.05
C4	23.24	92.50	14°23'47"	S 26°31'15" E	23.18
C5	85.46	272.50	17°58'10"	S 10°20'17" E	85.11
C6	6.66	272.50	01°24'04"	S 00°39'10" E	6.66
C7	75.12	125.00	34°25'58"	N 19°13'53" W	74.00
C8	99.96	498.63	11°29'12"	N 05°18'10" W	99.80
C9	171.75	460.00	21°23'34"	N 04°58'19" E	170.76
C10	62.91	115.00	31°20'39"	N 18°18'18" W	62.13
C11	102.35	513.88	11°24'43"	N 05°15'43" W	102.18
C12	12.67	450.00	01°36'47"	N 04°55'04" W	12.67



**SURVEYOR'S NARRATIVE:**

This Survey was performed at the request of NSDF 3.5 LLC., to create this Subdivision Plat. The Boundary Lines of this Parcel of Land for said Subdivision Plat were established from Record information and from found Monumentation as shown and described hereon.

**COMPASS LAND SURVEYING, PLLC**  
623 11th Avenue South  
Office: (208) 442-0115  
Nampa, ID 83651  
Fax: (208) 327-2106  
08/21/20

PLAT OF  
**REDHAWK SQUARE SUBDIVISION**

2020

**CERTIFICATE OF OWNERS**

Know all men by these presents that NSDF 3.5 LLC., are the Owners of a Real Parcel of Land herein after described and that it is their Intention to include said Real Property in this Subdivision Plat.

The following describes a Parcel of Land lying in a portion of the NE 1/4 NW1/4 of Section 23, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada Canyon County Idaho, and more particularly described as follows:

**COMMENCING** at a found Brass Cap Marking the North 1/4 Corner of said Section 23; From which, the Center 1/4 Corner of said Section 23 bears, South 00°02'52" West, 2636.10 feet which is being Monumented with a found Brass Cap; Thence along the Northerly Boundary Line of the NE 1/4 NW1/4 of said Section 23, North 89°54'27" West, 371.90 feet to a point; Thence leaving said Northerly Boundary Line, South 00°11'16" East, 48.00 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" on the Southerly Right of Way Line of West Deer Flat Road, the **POINT OF BEGINNING**:

Thence along the Southerly Right of Way Line of West Deer Flat Road, which is 48.00 feet Southerly of and parallel with the Northerly Boundary Line of the NE 1/4 NW1/4 of said Section 23, South 89°54'27" East, 299.71 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" on the Westerly Right of Way Line of North School Avenue; Thence leaving said Southerly Right of Way Line, and along the Westerly Right of Way Line of North School Avenue, 5.66 feet along the arc of a curve to the right having a Radius of 64.50 feet, a Central angle of 05°01'32" and a long chord which bears, South 41°13'07" East, 5.66 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" Marking a Point of Compound Curvature; Thence continuing along said Westerly Right of Way Line, 34.68 feet along the arc of a Compound Curve to the right having a Radius of 102.50 feet, a Central angle of 19°23'00" and a long chord which bears, South 29°00'51" East, 34.51 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251"; Thence continuing along said Westerly Right of Way Line, 95.51 feet along the arc of a Compound Curve to the right having a Radius of 282.50 feet, a Central angle of 19°22'14" and a long chord which bears, South 09°38'15" East, 95.05 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251"; Thence continuing along said Westerly Right of Way Line, South 89°57'08" East, 5.50 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251"; Thence continuing along said Westerly Right of Way Line, which is 30.00 feet Westerly of and parallel with the Easterly Boundary Line of the NE 1/4 NW1/4 of said Section 23, South 00°02'52" West, 308.92 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251"; Thence leaving said Westerly Right of Way Line, North 89°54'41" West, 339.88 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 15352"; Thence, North 00°11'27" West, 437.03 feet to the **POINT OF BEGINNING**:

The above Described Parcel of Land contains 3.37 Acres (146,883 Sq. Ft.), more or less.

The Public Streets shown on this Plat are Dedicated to the Public.

Public Utility, Drainage and Irrigation Easements are not Dedicated to the Public, but the Right of Access to and use of Public Utility, Drainage and Irrigation Easements required to Service all Lots and Parcels within this Plat are Perpetually Reserved.

All Lots in this Plat will be will be Eligible to receive Water Service from the City of Kuna, and the City of Kuna has agreed in writing to serve all Lots in this Subdivision.

In witness whereof, we have here unto set our hands this \_\_\_\_\_ Day of \_\_\_\_\_, 2020.

(Michael Fife, Member NSDF 3.5 LLC.) \_\_\_\_\_ Date

**ACKNOWLEDGMENT**

STATE OF IDAHO } SS  
COUNTY OF

On this \_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a notary public in and for said state, personally appeared Michael Fife, known or identified to me to be a Member of (NSDF 3.5, LLC.) an Idaho Limited Liability Company, the person who executed the instrument on behalf of said Limited Liability Company, and acknowledged to me that such Limited Liability Company executed the same.

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

Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

**CERTIFICATE OF SURVEYOR**

I, Lawrence H. Koerner do hereby Certify that I am a Professional Land Surveyor Licensed by the State of Idaho, and that this Plat as Described in the Certificate of Owners and the attached Plat, was Drawn from an actual Survey made on the ground made by me or under my direct supervision and accurately represents the points Platted hereon, and is in Conformity with State of Idaho codes relating to Plats, Surveys and the Corner Perpetuation and filing act, Idaho Codes 55-1601 through 55-1612.

Lawrence H. Koerner

License No. 8251



**COMPASS LAND SURVEYING, PLLC**

623 11th Avenue South Nampa, ID 83651  
Office: (208) 442-0115 Fax: (208) 327-2106  
JN 0417 03/13/2020

PLAT OF  
**REDHAWK SQUARE SUBDIVISION**

2020

**APPROVAL ADA COUNTY HIGHWAY DISTRICT**

The Foregoing Plat was Accepted and Approved by the Board of Ada County Highway District Commissioners on the \_\_\_\_ Day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
President, Ada County Highway District

\_\_\_\_\_  
Date

**APPROVAL OF CITY COUNCIL**

I, the Undersigned, City Clerk in and for the City of Kuna, Ada County, Idaho, do hereby Certify that at a Regular Meeting of the City Council held on the \_\_\_\_ Day of \_\_\_\_\_, 2020, This Plat was Duly Accepted and Approved.

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

\_\_\_\_\_  
Date

**APPROVAL OF CITY ENGINEER**

I, the Undersigned, City Engineer in and for the City of Kuna, Ada County, Idaho do Hereby Approve this Plat.

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

\_\_\_\_\_  
Date

**HEALTH CERTIFICATE**

Sanitary Restrictions as Required by Idaho Code, Title 50, Chapter 13 Have been Satisfied According to the Letter to be read on File with the County Recorder or His/Her Agent listing the Conditions of Approval. Sanitary Restrictions may be Reimposed, in Accordance with Section 50-1326, Idaho Code, by the Issuance of a Certificate of Disapproval.

\_\_\_\_\_  
Central District Health, EHS

\_\_\_\_\_  
Date

**CERTIFICATE OF COUNTY TREASURER**

I, the Undersigned, the County Treasurer in and for the County of Ada, State of Idaho do Hereby Certify, Per the Requirements of Idaho Code 50-1308, do Hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property Included in this Proposed Subdivision have been paid in full. This Certificate is Valid for the next Thirty (30) days only.

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

\_\_\_\_\_  
Date

**CERTIFICATE OF ADA COUNTY SURVEYOR**

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

\_\_\_\_\_  
COUNTY SURVEYOR

\_\_\_\_\_  
DATE

STATE OF IDAHO }  
COUNTY OF ADA } SS

Filed for record at the request of \_\_\_\_\_  
\_\_\_\_\_ Min. past \_\_\_\_\_ o'clock \_\_\_\_\_ M. this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Christopher D. Rich, Recorder, By \_\_\_\_\_ Deputy  
Instrument Number \_\_\_\_\_  
Fee \$ \_\_\_\_\_



**COMPASS LAND SURVEYING, PLLC**

623 11th Avenue South Nampa, ID 83651  
Office: (208) 442-0115 Fax: (208) 327-2106  
JN 0417 03/16/2020

# DEVELOPMENT PLANS FOR REDHAWK SQUARE SUBDIVISION

LOCATED IN A PORTION OF THE SW 1/4 OF THE SE 1/4

OF SECTION 09, T.3N., R.1E., B.M.

KUNA, ADA COUNTY, IDAHO

2020

## GENERAL

- ALL WORK (INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF PRESSURIZED IRRIGATION, SEWER, WATER, STREETS, CURB GUTTER SIDEWALK, AND STREETLIGHTS) SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KUNA STANDARD CONSTRUCTION SPECIFICATIONS, ADA COUNTY HIGHWAY DISTRICT SPECIFICATIONS, IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, IDAHO STATE PLUMBING CODE, IDAHO STATE ELECTRICAL CODE, FEDERAL AND STATE LAWS.
- CONTRACTOR SHALL REQUEST CITY OF KUNA INSPECTION OF PRESSURIZED IRRIGATION, SEWER, WATER LINES AND APPURTENANCES AT LEAST TWENTY-FOUR (24) HOURS BEFORE BACKFILLING.
- CONTRACTOR SHALL NOTIFY OWNER'S ENGINEER AND THE CITY OF KUNA FORTY-EIGHT (48) HOURS BEFORE INITIAL CONSTRUCTION BEGINS. CONTRACTOR SHALL NOTIFY THE CITY OF KUNA WHEN SHUTTING DOWN A JOB FOR ANY REASON AND PROVIDE 48 HOURS NOTICE BEFORE RESTARTING WORK.
- CONTRACTOR SHALL STAMP PL. S, OR W IN THE SIDEWALK OR CURB WHERE PRESSURIZED IRRIGATION, SEWER, OR WATER CROSS UNDER THE SIDEWALK OR CURB. WATER (W) STAMP SHALL BE IN LINE WITH THE WATER METER BOX.
- ALL PIPE/PRESSURIZED IRRIGATION, SEWER & WATER MAINS AND SERVICES, SHALL BE BEDDED WITH TYPE I OR TYPE II BEDDING. IN AREAS OF ROCK EXCAVATION BEDDING BELOW THE BOTTOM OF PIPE SHALL BE SIX (6) INCHES THICK.
- CONTRACTOR(S) SHALL REMOVE ALL OBSTRUCTIONS, ABOVE AND BELOW GROUND, AS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THIS SHALL INCLUDE CLEARING THE GROUND SURFACE OF ALL TREES, STUMPS, BRUSH, UNDERGROWTH, HEDGES, HEAVY GROWTH OF GRASS OR WEEDS, FENCE STRUCTURES, DEBRIS, RUBBISH AND MATERIALS WHICH, IN THE OPINION OF THE ENGINEER, ARE UNSUITABLE FOR THE FOUNDATION OF PAVEMENTS.
- ALL MATERIAL(S) NOT SUITABLE FOR FUTURE USE ON SITE SHALL BE DISPOSED OF OFF SITE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS.
- SURVEY CONTROL POINTS WHICH ARE CRITICAL TO THE CONSTRUCTION OF THE PROJECT ARE TO BE LOCATED WITHIN THE WORK LIMITS. THE CONTRACTOR SHALL PROTECT SURVEY CONTROL POINTS.
- SURVEY CONTROL MONUMENTS SHALL BE PRESERVED, SET, AND/OR RESTORED IN ACCORDANCE WITH IDAHO CODE 50-1303.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL REPLACEMENT DRAINAGE FACILITIES ARE IN PLACE, FUNCTIONING, AND ACCEPTED BY ACHD OR CITY.
- ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, TRENCH SHORING, SAFETY DEVICES AND TRAFFIC CONTROL WITHIN AND AROUND THE CONSTRUCTION AREA.
- EXISTING A.C. PAVEMENT SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE PARALLEL OR PERPENDICULAR TO THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION BEFORE PAVING.
- ALL MATERIALS MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE. ALL MATERIALS AND EQUIPMENT SHALL BE NEW.
- ALL CONTRACTORS WORKING WITHIN THE PUBLIC ROAD RIGHT-OF-WAY SHALL SECURE A RIGHT-OF-WAY PERMIT FROM ACHD AT LEAST 24 HOURS BEFORE ANY CONSTRUCTION.
- ALL COSTS OF RETESTING FAILED TESTS SHALL BE BORNE BY THE CONTRACTOR.
- ALL COSTS FOR CORRECTING DEFICIENT WORK SHALL BE BORNE BY THE CONTRACTOR. FAILURE TO CORRECT DEFECTIVE WORK WILL BE CAUSE FOR A STOP WORK ORDER.
- THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CURBS, GUTTERS, STORM DRAINS, CHANNEL CROSSINGS AND SEWER ELEVATIONS OR INVERTS BEFORE BEGINNING CONSTRUCTION AND SHALL NOTIFY THE OWNER'S ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PROJECT DRAWINGS.
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND DEPTH OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- EACH CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING REQUIRED NPDES PERMITS, SUBMITTING NOTICE OF INTENT (NOI) TO DISCHARGE STORM WATER, AND PREPARING A POLLUTION PREVENTION PLAN (PPP) IN ACCORDANCE WITH ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS. CONTACT THE EPA AT (208) 378-5746 FOR REQUIRED INFORMATION. STORM WATER PERMIT SHALL BE PRESENTED TO THE ENGINEER AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION.
- ALL UTILITIES INCLUDING SERVICE LINES, WITHIN STREET TRAVEL WAYS SHALL BE IN PLACE, TESTED AND FULLY FUNCTIONAL, PRIOR TO CURB, GUTTER, SIDEWALK AND STREET CONSTRUCTION.
- PAVEMENT AND CONCRETE REMOVED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED WITHIN SEVEN (7) CALENDAR DAYS FROM THE TIME THE PAVEMENT AND/OR CONCRETE IS REMOVED PER ISPWV AND ACHD STANDARDS.
- PAVING SHALL NOT PROCEED UNTIL THE CONTRACTOR OBTAINS WRITTEN APPROVAL OF ALL INSTALLED WATER, SEWER, AND PRESSURE IRRIGATION FACILITIES FROM THE CITY OF KUNA.
- ALL ROCK BLASTING SHALL OCCUR BEFORE INSTALLING SEWER MAINS, WATER MAINS, PRESSURE IRRIGATION MAINS OR SERVICE LINE CROSSINGS. BLASTING IN THE PROXIMITY OF EXISTING UTILITIES MAY BE PERFORMED AS LONG AS THE HORIZONTAL DISTANCE FROM THE EXISTING UTILITY IS EQUAL TO OR GREATER THAN THE EXCAVATION DEPTH FROM THE EXISTING UTILITY OR FIFTEEN (15) FEET, WHICHEVER IS GREATER. THE BLASTING CONTRACTOR SHALL BE RESPONSIBLE FOR ANY/ALL DAMAGE TO ANY/ALL EXISTING UTILITIES.
- THE DEVELOPER SHALL RETAIN AN IDAHO REGISTERED PROFESSIONAL ENGINEER TO PERFORM INSPECTION SERVICES DURING CONSTRUCTION. THE ENGINEER SHALL PROVIDE A WRITTEN CERTIFICATION LETTER TO THE CITY OF KUNA THAT THE PROJECT WAS COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS. COPIES OF ALL AIR TESTS, DEFLECTION TESTS, PRESSURE TESTS, AND BACTERIOLOGICAL TEST RESULTS SHALL BE FURNISHED WITH THE CERTIFICATION LETTER.
- THE CITY OF KUNA WILL PROVIDE PERIODIC INSPECTION AND OBSERVE TESTING FOR AN EIGHT (8) HOUR DAY, FROM 8:00 A.M. TO 5:00 P.M., FOR A FORTY(40) HOUR WORK WEEK. CONTRACTOR SHALL REIMBURSE THE CITY AT RATES ESTABLISHED BY THE CITY FOR INSPECTIONS EXCEEDING THE NORMAL WORK WEEK, INCLUDING LEGAL HOLIDAYS. OVERTIME INSPECTION RATES AND A LIST OF LEGAL HOLIDAYS AND A REQUEST FOR INSPECTION OUTSIDE STANDARD CITY BUSINESS HOURS FORM CAN BE OBTAINED FROM THE CITY PUBLIC WORKS DEPARTMENT.
- WHEN CONSTRUCTION IS SATISFACTORILY COMPLETED, CLEANED AND TESTED AND AFTER ALL OTHER UTILITIES ARE INSTALLED THE DEVELOPER SHALL REQUEST A CITY OF KUNA FINAL ACCEPTANCE INSPECTION. AT A MINIMUM, THE FINAL ACCEPTANCE INSPECTION SHALL INCLUDE:
  - CLEAN ALL SEWER MAINLINES
  - DEFLECTION TEST SEWER MAINLINE
  - VISUALLY INSPECT EACH MANHOLE
  - WITNESS SEWER MAINLINE AIR PRESSURE TEST
  - WITNESS WATER MAINLINE PRESSURE TEST
- CITY HAS THE RIGHT TO INSPECT THE WORK AT ANY TIME DURING CONSTRUCTION. ANY WORK NOT CONFORMING TO THE APPROVED PLANS AND SPECIFICATIONS SHALL BE REJECTED.
- THE DEVELOPER SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FOLLOWING ACCEPTANCE BY THE CITY. THIS GUARANTEE SHALL COVER ALL DAMAGE, MATERIALS, LABOR, AND WORKMANSHIP.
- DEVELOPER SHALL NOTIFY ALL PURCHASERS OF LOTS, AND THEIR CONTRACTORS, THAT CITY UTILITY SYSTEMS HAVE BEEN ACCEPTED BY THE CITY. ANY DAMAGE TO THESE SYSTEMS DURING HOME CONSTRUCTION SHALL BE BILLED DIRECTLY TO THE OWNER OF RECORD WHEN THE DAMAGE IS FOUND.
- THE DEVELOPER SHALL PROVIDE RECORD DRAWINGS: ONE (1) SET OF ELECTRONIC DRAWINGS ON CD IN PDF FORMAT, AND TWO(2) 24" X 36" SETS ON WHITE PAPER BEFORE FINAL PLAT OR WITHIN 30 DAYS OF FINAL ACCEPTANCE.
- SEE THE FINAL PLAT FOR ALL LOT DIMENSIONS AND EASEMENTS.

## VEHICULAR PAVED AREAS, PRIVATE

- ALL MATERIALS, CONSTRUCTION, TESTING AND INSPECTION SHALL BE IN ACCORDANCE TO THE CURRENT EDITION OF THE ISPWV & ADA POLICY.
- PLACE ALL WATER VALVES, BLOW-OFFS, AND MANHOLES TO AVOID CONFLICT WITH CONCRETE CURB & GUTTER, VALLEY GUTTER, AND SIDEWALK IMPROVEMENTS.
- ALL TOPS OF WATER VALVE BOXES, SEWER MANHOLES AND STORM DRAIN STRUCTURES SHALL BE SET FLUSH WITH THE SLOPE OF THE FINISHED GRADES. THE PAVING CONTRACTOR SHALL INSTALL AND ADJUST ALL SPACERS, GRADE RINGS, AND LIDS LOCATED WITHIN PAVED AREAS. THE UTILITY CONTRACTOR SHALL INSTALL AND ADJUST ALL SPACERS, GRADE RINGS, AND LIDS LOCATED WITHIN PAVED AREAS.
- ALL CONCRETE COLLARS SHALL BE SET FLUSH WITH THE SLOPE OF THE FINISHED GRADES.
- ALL PAVEMENT MATCHES SHALL BE SAWCUT TO PROVIDE A STRAIGHT NEAT PAVEMENT EDGE LINE PARALLEL OR PERPENDICULAR TO EXISTING EDGES AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING.
- OVER EXCAVATION AND ADDITIONAL GRANULAR BACKFILL MAY BE REQUIRED IN HIGH GROUND/WATER AREAS AS DETERMINED BY THE GEOTECHNICAL ENGINEER AND THE FIELD INSPECTOR.
- ALL WORK SHALL BE INSPECTED BY THE ENGINEER IN ACCORDANCE WITH THE LATEST EDITION OF THE I.S.P.W.C. AND THE SUPPLEMENT STANDARDS.
- ALL STORM DRAIN FACILITIES SHALL BE TESTED BY THE DEVELOPER'S REPRESENTATIVE AND FUNCTIONALITY VERIFIED.
- PRIOR TO POURING CONCRETE VALLEY GUTTER, CURB & GUTTER, AND SIDEWALK THE ENGINEER SHALL APPROVE COMPACTION TEST RESULTS OF THE SUBBASE MATERIAL.
- PARKING AREA LIGHT DESIGN AND LAYOUT S SHALL BE PROVIDED BY OWNER.
- STREET SIGNAGE SHALL BE IN CONFORMANCE WITH MUTCD AND THE CITY OF KUNA SUPPLEMENT STANDARDS.

## STORM DRAIN

- ALL MATERIALS, CONSTRUCTION, TESTING AND INSPECTION SHALL BE IN ACCORDANCE TO THE CURRENT EDITION OF THE ISPWV DIVISIONS, AND THE CITY OF KUNA SUPPLEMENT STANDARDS. NO EXCEPTIONS TO THE ISPWV, AND THE SUPPLEMENT STANDARDS BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE CITY OF KUNA.
- ALL STORM DRAIN PIPE SHALL BE ASTM 3034 SDR 35 PVC OR ADS N-12 OR EQUIVALENT APPROVED BY THE CITY.
- ALL STORM DRAIN PIPE SHALL BE 12-INCH MINIMUM.
- CATCH BASINS SHALL BE TYPE IV OR ROLLED CURB AND TYPE I FOR VERTICAL CURB WITH 1-FOOT SLUMP.
- ALL STORM DRAIN MANHOLES SHALL BE CATCH MANHOLES TYPE PER SD-611.
- SEE WATER NOTE 13 FOR REQUIRED SEPARATION BETWEEN WATER LINE AND NON-POTABLE LINE.
- STORMWATER MAINLINE IS REQUIRED PRESSURE AND TRENCH COMPACTION TESTS. TESTING SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE ISPWV. THE ENGINEER SHALL PROVIDE CERTIFICATION OF TESTING AND TEST RESULTS TO THE CITY.

## SEWER

- THE HORIZONTAL SEPARATION OF POTABLE WATER AND SEWER MAINS SHALL BE A MINIMUM OF TEN (10) FEET FROM PIPE EDGE TO PIPE EDGE AS SHOWN IN ISPWV SD 407.
- GROUNDWATER LEVELS SHALL BE MAINTAINED BELOW THE BOTTOM OF THE TRENCH DURING PIPE LAYING AND JOINING OPERATIONS.
- TRENCH BACKFILL ABOVE THE PIPE ZONE SHALL BE INSPECTED BY ACHD OR BY THE OWNER'S ENGINEER IN ACCORDANCE WITH THE LATEST EDITION OF THE "CONSTRUCTION QUALITY ASSURANCE MANUAL". COMPACTION TESTS ARE REQUIRED IN THE BACKFILL ABOVE THE PIPE ZONE, WITHIN PUBLIC RIGHT-OF-WAY, ACCORDING TO ACHD REQUIREMENTS. SUBMIT DENSITY TEST RESULTS TO THE CITY OF KUNA AND ACHD BEFORE FINAL ACCEPTANCE.
- CONTRACTOR SHALL LEAVE THE EXCAVATION FOR THE UPSTREAM END OF ALL SERVICE LINES OPEN TO ALLOW ON-SITE VERIFICATION OF THE INVERT ELEVATIONS AND SLOPES BY THE CITY'S INSPECTOR. CONTRACTOR SHALL NOT BACKFILL THE ENDS OF SERVICE LINES UNTIL APPROVED BY THE CITY OF KUNA INSPECTOR OR OTHER ARRANGEMENTS HAVE BEEN MADE FOR THE VERIFICATION OF SERVICE LINE INVERT ELEVATIONS AND SLOPES.
- CONTRACTOR SHALL INSTALL A REMOVABLE PLUG IN THE DOWNSTREAM SIDE OF THE EXISTING MANHOLE WHERE THE NEW CONNECTION WILL BE MADE. THE PLUG SHALL REMAIN IN PLACE UNTIL FINAL ACCEPTANCE OF THE SEWER PROJECT.
- ALL SEWER PIPE AND FITTINGS 4 INCH THROUGH 15 INCH DIAMETER SHALL BE POLYVINYL CHLORIDE (PVC) CONFORMING TO ASTM D-3034, SDR-35. SEWER PIPE AND FITTINGS SIZES 18 INCH THROUGH 36 INCH DIAMETER SHALL BE PVC CONFORMING TO ASTM F 679. PRESSURE SEWER PIPE SHALL CONFORM TO AWWA C900 PVC, DR 18 (235 PSI).
- SEWER SERVICE LINES SHALL BE INSTALLED BEFORE IMPROVEMENTS & SEWER SERVICE MARKERS SHALL BE IN PLACE BEFORE FINAL INSPECTION. CONTRACTOR SHALL NOTIFY THE CITY WHEN SEWER SERVICE STUB OUTS ARE INSTALLED, MARKED & READY FOR INSPECTION.
- CONSTRUCT ALL MANHOLES WATER TIGHT. THE TOP OF MANHOLE CONE SHALL BE WITHIN TWELVE (12) INCHES OF FINISHED GRADE. CONTRACTOR SHALL SUPPLY ALL LID ASSEMBLIES AND GRADE RINGS.
- SEWER CONSTRUCTION SHALL MEET THE SPECIFIC DETAILS AND REQUIREMENTS OF THE FOLLOWING STANDARD DRAWINGS AND ACCOMPANYING SPECIFICATIONS FOUND IN "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" AND ACHD STANDARD DRAWINGS:
  - STANDARD MANHOLE—TYPE A, DRAWING NO. SD-501 AND SD-501A.
  - STANDARD SHALLOW MANHOLE—DRAWING NO. SD-505.
  - MANHOLE COLLAR DETAIL—DRAWING NO. SD-508.
  - MANHOLE COVER AND FRAME—DRAWING NO. SD-507.
  - STANDARD SEWER SERVICE LINE—DRAWING NO. SD-511 & SD-511A.
  - SEWER SERVICE MARKER—DRAWING NO. SD-512.
- MANHOLE: APPLY NON-SHRINK GROUT BETWEEN THE METAL FRAME AND GRADE RINGS. GRADE RINGS SHALL NOT BE STACKED WITHOUT NON-SHRINK GROUT OR MORTAR.
- CONTRACTOR SHALL FIELD VERIFY THE TOP ELEVATION OF MANHOLE CONES TO ASSURE THAT ALL RING ELEVATIONS MATCH FINAL STREET GRADES.
- PAVING CONTRACTOR SHALL SET THE GRADE RINGS AND POUR THE CONCRETE COLLARS PER ISPWV DRAWING NO. SD-508. THE PAVING CONTRACTOR SHALL CONTACT ACHD 24 HOURS PRIOR TO POURING CONCRETE COLLARS.
- SET EACH GRADE RING IN A BED OF NON-SHRINK GROUT OR MORTAR. TROWEL SMOOTH WITH THE INSIDE OF THE MANHOLE. PRIOR TO CONNECTING TO THE EXISTING SEWER SYSTEM WHERE THE CONNECTION IS MADE BETWEEN MANHOLES AND EXISTING SERVICES, ALL SEWER MAINS AND SERVICES MUST BE AIR TESTED.
- COMPLETE INTEGRITY TESTING, AFTER ALL UTILITIES ARE INSTALLED AND BEFORE PAVING.
- CONTRACTOR SHALL CONTACT OWNER'S ENGINEER AND THE CITY OF KUNA AT LEAST 24 HOURS BEFORE TESTING. SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH DIVISION 5000P OF THE ISPWV SPECIFICATIONS. A CITY REPRESENTATIVE MUST OBSERVE THE TESTING. TESTING SHALL INCLUDE AIR PRESSURE TESTING, DEFLECTION TESTING, INVERT ELEVATION SURVEY AND VISUAL INSPECTION USING A CLOSED-CIRCUIT TELEVISION (CCTV) CAMERA. ALL SEWER LINES SHALL BE CLEANED AND CHECKED FOR DEFLECTION BEFORE BEGINNING THE CCTV CAMERA INSPECTION. PROVIDE A COPY (DVD) OF THE VISUAL INSPECTION TO THE CITY OF KUNA FOR QUALITY VERIFICATION. NO SEWER MAINLINE SHALL BE CONSIDERED APPROVED AND ACCEPTED UNTIL THE VISUAL REVIEW IS COMPLETE.
- SEWER CONSTRUCTION INSPECTIONS WILL BE PERFORMED BY THE OWNER'S ENGINEER OR DESIGNATED REPRESENTATIVE. SUCH APPROVAL SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER. IN CONFORMANCE WITH THE APPROVED MASTER PLAN, CONTRACT DRAWINGS, AND ASSOCIATED SPECIFICATIONS.
- CITY OF KUNA SHALL PROVIDE FINAL APPROVAL AND ACCEPTANCE OF ALL SEWER CONSTRUCTION.

## WATER

- CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER SERVICE TO ALL EXISTING WATER USERS AFFECTED BY CONSTRUCTION.
- CONTRACTOR SHALL PREVENT THE ENTRY OF ANIMALS, DIRT AND OTHER FOREIGN MATTER INTO PIPES AND SHALL NOT LEAVE ANY OPEN PIPE END AT ANY TIME WHEN ABSENT FROM THE WORK SITE.
- ALL WATER MAINLINE PIPE SHALL BE PVC CONFORMING TO AWWA C-900 DR 18 (235 PSI) OR CLASS 152 CEMENT MORTAR LINED DUCTILE IRON CONFORMING TO AWWA C-152. ALL FITTINGS SHALL BE DUCTILE IRON CONFORMING TO AWWA C-110.
- ALL WATER MAINLINE PIPE, AND SERVICES SHALL BE BEDDED WITH TYPE I OR TYPE II BEDDING. IN AREAS OF ROCK EXCAVATION, BEDDING SHALL BE SIX (6) INCHES BELOW THE BOTTOM OF PIPE.
- MINIMUM DEPTH FOR ALL WATER MAIN PIPE SHALL BE FOUR (4) FEET FROM FINISHED GRADE TO TOP OF PIPE.
- COMPACT TRENCH BACKFILL TO 95% OF ASTM D 698 (MINIMUM).
- ALL WATER MAINLINE AND SEWER CROWDING WATER MAIN PIPE AND SERVICE LINES. LOOP THE TRACER WIRE FROM THE MAIN LINE TO EACH SERVICE VAULT ALONG THE SERVICE PIPE AND BACK TO THE MAIN LINE. THE TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES AND SHALL BE EXTENDED ALONG THE OUTSIDE OF THE LOWER PORTION AND ALONG THE INSIDE OF THE UPPER PORTION OF THE VALVE BOX WIRE SHALL BE TAPED TO GATE VALVES SO IT IS ACCESSIBLE FROM ABOVE WITHOUT INTERFERING WITH VALVE OPERATION. CONDUCT AN ELECTRICAL CONTINUITY VERIFICATION TEST BEFORE PAVING.
- ALL MAIN LINE WATER VALVES SHALL BE RESILIENT WEDGE GATE VALVES CONFORMING TO ANSI/AWWA C-509. ACCEPTABLE VALVES ARE MUELLER MODEL A-2360 AND A-2361 OR CLOW MODEL 2639 AND 2640. OTHER WATER VALVES MUST BE APPROVED BY THE CITY ENGINEER.
- FURNISH ALL WATER VALVES WITH A STANDARD CAST IRON 5-1/4 INCH DIAMETER 3-PIECE ADJUSTABLE VALVE BOX. THE CAST IRON COVER SHALL BE DESIGNED TO SLIP INSIDE THE TOP BE MARKED WITH THE WORD "WATER" AS AN INTEGRAL PART OF THE COVER. A CONCRETE COLLAR SHALL BE REQUIRED WHEN LOCATED IN PAVEMENT.
- ALL TEES, PLUGS, BENDS, AND OTHER LOCATIONS WHERE UNBALANCED FORCES EXIST, SHALL BE SECURED AND ANCHORED BY SUITABLE THRUST BLOCKING AS SHOWN ON ISPWV SD-403.
- SLEEVE WATER SERVICE LINES IN A FOUR (4) INCH DIAMETER SCHEDULE 80 WATER CLASS PIPE WHEREVER THE SERVICE LINE CROSSES A STREET DRAINAGE SEWER BED.
- OPEN EACH METER SET AND VERIFY THAT THE CORPORATION STOP IS OPEN AND THE SERVICE IS OPERABLE BEFORE PAVING.
- OPERATE EACH VALVE AND FIRE HYDRANT TO ENSURE PROPER FUNCTION BEFORE PAVING. A CITY OF KUNA REPRESENTATIVE SHALL OBSERVE THE TESTING.
- LEAK TEST, FLUSH AND DISINFECT ALL WATER MAINLINES AFTER INSTALLATION OF ALL UTILITIES, BEFORE CONNECTING TO THE WATER DISTRIBUTION SYSTEM, AND BEFORE PAVING. PRESSURE TEST THE DISTRIBUTION SYSTEM PER ISPWV SECTION 401.
- THE CONTRACTOR MAY PRESSURE TEST ALL WATER LINES AFTER DISINFECTION AND FLUSHING BUT BEFORE INSTALLATION OF OTHER UTILITIES. AFTER ALL UTILITIES ARE INSTALLED AND PRIOR TO PAVING THE CONTRACTOR SHALL PERFORM A FINAL PRESSURE TEST WITH CITY PERSONNEL IN ATTENDANCE. THE CONTRACTOR SHALL FURNISH ALL PERSONNEL AND EQUIPMENT NECESSARY TO CONDUCT THE TEST.
- DISINFECT AND FLUSH WATER MAIN LINES ACCORDING TO ISPWV DIVISION 400. THE DISINFECTION AND FINAL FLUSHING SHALL BE TESTED TO DETERMINE IF THE APPROPRIATE MINIMUM CHLORINE RESIDUALS HAVE BEEN MET.
- SAMPLE AND TEST ALL WATER LINES FOR BACTERIAL COLIFORMS. ALL WATER LINES SHALL PASS THE REQUIRED BACTERIOLOGICAL TEST BEFORE BEING PUT INTO SERVICE.
- CONTRACTOR SHALL PROVIDE BACTERIAL TEST REPORTS FROM A CERTIFIED LABORATORY SHOWING THAT THE WATER LINES HAVE PASSED BACTERIA SAFETY REQUIREMENTS. A CITY OF KUNA REPRESENTATIVE SHALL OBSERVE THE SAMPLE EVENT.
- LOCATE VALVES, FLANGED OR M.J., IN THE STREET UNLESS EXPLICITLY APPROVED BY THE CITY ENGINEER. SET ALL GATE VALVES AS CLOSE (FLANGE CONNECTED) AS POSSIBLE TO WATER MAIN LINE FITTINGS.
- CONTRACTOR SHALL FIELD VERIFY ALL VALVE LID ELEVATIONS TO ENSURE THAT LID ELEVATIONS MATCH FINAL STREET GRADE, AND ALL METER LID ELEVATIONS MATCH SIDEWALK ELEVATIONS.
- LOCATE ALL WATER METERS AND FIRE HYDRANTS OUT OF THE ROAD RIGHT-OF-WAY. PROVIDE AT LEAST ONE (1) FOOT SEPARATION BETWEEN BACK OF SIDEWALK (OR CURB IF NO SIDEWALK) AND THE LEADING EDGE OF ANY FIRE HYDRANT.
- THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING SERVICE CONNECTIONS WITH AN 8 FOOT 2' X 4" BOARD OR METAL T POST PAINTED BLUE.
- PAVING CONTRACTOR SHALL SET WATER VALVE RISERS IN CONCRETE COLLARS PER ISPWV STANDARD DRAWING SD-406.
- ALL FIRE HYDRANTS SHALL BE DRY BARREL CONFORMING TO AWWA C-502, INSTALLED PER ISPWV SECTION 403 AND ISPWV DWG SD-404.
- FIRE HYDRANTS SHALL HAVE A FIVE (5) FOOT SETTING MINIMUM, 150 PSI WORKING PRESSURE, ONE 4-1/2 INCH DIAMETER NATIONAL STANDARD PUMPER NOZZLE AND TWO 2-1/2 INCH DIAMETER NATIONAL STANDARD THROUGH THEAD FIRE HOSE NOZZLES. THE VALVE OPERATOR SHALL OPEN COUNTER CLOCKWISE. THE HYDRANT SHALL BE EQUIPPED WITH A DRAIN THAT OPENS WHEN THE HYDRANT IS CLOSED; AND A SIX (6) INCH FLANGED BY MECHANICAL JOINT RESILIENT WEDGE GATE VALVE ATTACHED DIRECTLY TO THE WATER MAIN LINE TEE. ALPHA RESTRAINT ALLOWED.

## WATER

- FIRE HYDRANTS SHALL BE LOW MEDALLION, WATEROUS PACER 100, OR MUELLER A423. NO OTHERS WILL BE ACCEPTED. MAXIMUM HYDRANT SPACING SHALL BE 500 FEET. HYDRANT LOCATIONS SHALL BE APPROVED IN WRITING BY THE KUNA RURAL FIRE DEPARTMENT AND SUBMITTED WITH THE CONSTRUCTION PLANS FOR FINAL REVIEW AND APPROVAL BY THE CITY ENGINEER.
- INSTALL INDIVIDUAL ONE (1)-INCH WATER SERVICES FOR EACH CONNECTION FROM A SINGLE OR DUAL METER VAULT. EXTEND THE ONE (1)-INCH WATER SERVICE FOR EACH CONNECTION AT LEAST 10- FEET ON THE HOUSE SIDE OF THE METER, OR AS REQUIRED TO EXTEND PAST OTHER UTILITIES LOCATED WITHIN THE 10-FOOT UTILITY EASEMENT. DETAILS SHALL BE AS NOTED IN ISPWV DWG SD-401.
- THE CITY OF KUNA SHALL FURNISH AND INSTALL WATER METERS.
- CONTRACTOR SHALL PROVIDE EACH WATER SERVICE LEG WITH 18-INCH TALL 1/2-INCH COPPER METER SETTER, CURB STOP, LOCKABLE SHUTOFF VALVE AND CHECK VALVE, 20-INCH DIAMETER BY 36-INCH TALL INSULATED METER BOX AS MANUFACTURED BY "MID-STATES PLASTICS, INC." WITH 20" X 1" FOAM INSULATION PADS AND A CAST IRON FRAME AND COVER TAPPED WITH A 1-INCH DIAMETER RECESSED HOLE FOR THE CITY AUTO READ METER SENSOR AS APPROVED BY THE CITY.
- METER BOXES SHALL BE LOCATED ON THE NORTH OR EAST SIDE OF THE PROPERTY, OR IN CASE OF DUAL WATER SERVICE, ON THE NORTH OR EAST SIDE OF THE COMMON PROPERTY LOT LINE.
- THE CENTERLINE OF THE METER SETTER SHALL BE LOCATED 18-INCHES BELOW FINISH GRADE. METERS SHALL BE PLACED 18-INCHES INSIDE THE PROPERTY LINE AND 18-INCHES AWAY FROM THE SIDE LOT LINE.
- MULTIPLE TAPS IN THE SAME PIPE JOINT SHALL BE STAGGERED AND SHALL BE SEPARATED BY A MINIMUM OF ONE AND A HALF (1 1/2) FEET OR AS LISTED IN THE PIPE MANUFACTURERS RECOMMENDATIONS, WHICHEVER IS GREATER.

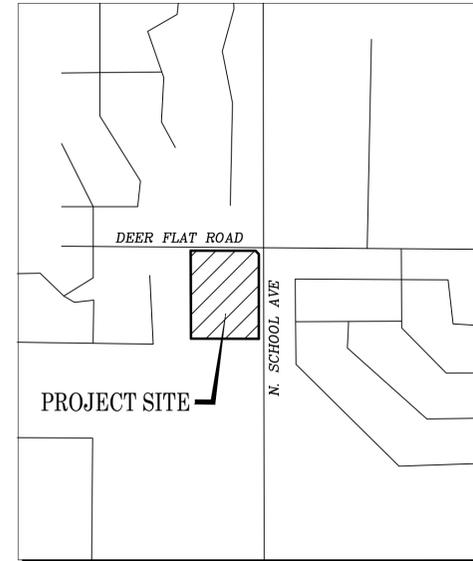
## ACHD PAVEMENT REPAIR NOTES

ACTUAL FIELD CONDITIONS DURING CONSTRUCTION MAY REQUIRE ADDITIONAL PAVEMENT REPAIR BEYOND THE LIMITS SHOWN ON THE PLANS. THE FOLLOWING CONDITIONS ARE LISTED IN SECTION 6000 OF THE ACHD STORM DRAIN POLICY MANUAL ALSO REFERENCE I.S.P.W.C. SD-301; ACHD SUP. DWG SD-303; AND ACHD SUP. DWG. SD-806

- ALL ASPHALT MATCH LINES FOR THE PAVEMENT REPAIR SHALL BE PARALLEL TO THE CENTERLINE OF THE STREET AND INCLUDE ANY AREA DAMAGED BY EQUIPMENT DURING CONSTRUCTION.
- IF THE CUMULATIVE DAMAGED PAVEMENT AREA EXCEEDS 50% OF THE TOTAL ROAD SURFACE, THE CONTRACTOR SHALL REPLACE THE ENTIRE ROAD SURFACE.
- CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO ENSURE THE MATCH LINE DOES NOT FALL WITHIN THE WHEEL PATH OF THE LANE MATCH LINE SHALL ONLY FALL IN THE CENTER OR EDGE OF TRAVEL LANE.
- FLOWABLE FILL OR IMPORTED MATERIAL MAY BE REQUIRED IF THE NATIVE TRENCH MATERIAL IS DEEMED UNSUITABLE BY ACHD INSPECTOR, DOES NOT MEET COMPACTION STANDARDS OR TIME IS A CRITICAL FACTOR.
- ANY EXCEPTIONS TO THESE RULES SHALL BE PRE-APPROVED IN WRITING BY THE DISTRICT STAFF BEFORE CONSTRUCTION BEGINS.
- PAVEMENT SECTION SHALL BE AS FOLLOWS:
  - DEERFLAT ROAD: SP-3, 0.50 INCH (1/2") MIX, PG 64-28 FIVE INCH (5") THICK PAVEMENT, ON TOP OF 4" 3/4" BASE, AND 26" OF 6" MINUS PIT RUM.
  - N. SCHOOL AVE.: SP-3, 0.50 INCH (1/2") MIX, PG 64-28 THREE INCH (3") THICK PAVEMENT, ON TOP OF 4" 3/4" BASE, AND 20" OF 6" MINUS PIT RUM.

## ROADWAY

- ALL CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE CURRENT EDITION OF THE ISPWV AND THE ACHD SUPPLEMENTAL SPECIFICATIONS. NO EXCEPTIONS TO DISTRICT POLICY, STANDARDS, AND THE ISPWV WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE DISTRICT.
- WHEN DISCREPANCIES OCCUR BETWEEN PLANS AND SPECIFICATIONS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER. UNTIMELY NOTIFICATION SHALL NEGATE ANY CONTRACTORS CLAIM FOR ADDITIONAL COMPENSATION.
- INSPECTION OF WORK WITHIN THE RIGHT-OF-WAYS SHALL BE BY THE ADA COUNTY HIGHWAY DISTRICT AND THE OWNER'S ENGINEER. CONTACT ACHD "202" INSPECTION STAFF AT 387-6280.
- ALL STORM DRAINAGE APPURTENANCES SHALL BE INSPECTED BY ADA COUNTY HIGHWAY DISTRICT (R/W ONLY), AND THE OWNERS ENGINEER.
- ALL ONSITE PRIVATE DRIVES SHALL CONFORM TO THE CURRENT EDITION OF THE ISPWV. NO EXCEPTIONS TO THE ISPWV WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE DESIGN ENGINEER AND/OR GARDEN CITY PUBLIC WORKS.
- CONTACT THE DESIGN ENGINEER FOR CONSTRUCTION OBSERVATION OF ALL ONSITE PRIVATE DRIVES. THE CITY MAY STILL OBSERVE THE PRIVATE DRIVE CONSTRUCTION, BUT THE DESIGN ENGINEER IS PRIMARILY RESPONSIBLE FOR PLAN CONFORMANCE OF ALL ONSITE PRIVATE DRIVES.
- TESTING RESULTS OF ONSITE PRIVATE DRIVES SHALL BE REVIEWED FOR COMPLIANCE BY THE OWNER'S ENGINEER.
- ALL COSTS OF TESTING FOR PREVIOUSLY FAILED TESTS SHALL BE BACKCHARGED TO THE CONTRACTOR BY THE OWNER.
- ALL COSTS TO THE CONTRACTOR INCURRED IN CORRECTING DEFICIENT WORK SHALL BE TO THE CONTRACTOR'S ACCOUNT. FAILURE TO CORRECT SUCH WORK WILL BE CAUSE FOR A STOP WORK ORDER AND POSSIBLE TERMINATION.
- EXISTING A.C. PAVEMENT SHALL BE CUT TO A NEAT STRAIGHT LINE PARALLEL OR PERPENDICULAR TO THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING.
- MANHOLE GRADE RINGS, CAST IRON RINGS, AND COVERS SHALL BE PROVIDED BY THE SEWER CONTRACTOR. THE ROAD CONTRACTOR SHALL INSTALL THE SEWER GRADE RINGS, CAST IRON RINGS, COVERS AND CONCRETE COLLARS TO FINISH GRADE. WATER VALVE BOXES AND COVERS SHALL BE PROVIDED BY THE WATER CONTRACTOR. THE ROAD CONTRACTOR SHALL INSTALL THE WATER VALVE BOXES COVERS AND CONCRETE COLLARS TO FINISH GRADE.
- ALL TOPS OF VALVE BOXES AND SEWER MANHOLES SHALL BE SET FLUSH WITH THE SLOPE OF THE FINISHED STREET GRADES. THE ROADWAY CONTRACTOR SHALL INSTALL AND ADJUST ALL SPACERS, GRADE RINGS, MANHOLE RINGS AND LIDS.
- ALL WATER VALVES WILL BE PLACED SO AS NOT TO CONFLICT WITH ANY CONCRETE CURB, GUTTER, VALLEY GUTTER, AND SIDEWALK IMPROVEMENTS.
- ALL WATER METERS ARE TO BE LOCATED OUTSIDE THE ROAD RIGHT-OF-WAY. THERE MUST BE AT LEAST A ONE (1) FOOT SEPARATION BETWEEN BACK OF SIDEWALK (OR CURB IF NO SIDEWALK) AND THE LEADING EDGE OF ANY FIRE HYDRANT.
- OVER EXCAVATION AND ADDITIONAL GRANULAR BACKFILL MAY BE REQUIRED IN HIGH GROUND/WATER AREAS WHICH ARE TO BE DETERMINED BY THE FIELD INSPECTOR.
- ALL MATERIALS PLACED WITHIN THE PUBLIC RIGHT-OF-WAY AS FILL OR BACKFILL SHALL BE PLACED AND COMPACTED IN ACCORDANCE WITH SECTION 306 OF THE CURRENT EDITION OF ADA COUNTY HIGHWAY DISTRICT STANDARD SPECIFICATIONS.
- CLEARING AND GRUBBING AND REMOVAL OF OBSTRUCTIONS SHALL BE IN ACCORDANCE WITH ISPWV SECTION 201.
- EXCAVATION AND EMBANKMENT SHALL BE IN ACCORDANCE WITH ISPWV SECTION 202.
- STRUCTURAL EXCAVATION AND COMPACTION BACKFILL SHALL BE IN ACCORDANCE WITH ISPWV SECTION 204.
- DEWATERING SHALL BE IN ACCORDANCE WITH ISPWV SECTION 205.
- PERMANENT EROSION CONTROL SHALL BE IN ACCORDANCE WITH ISPWV SECTION 206.
- PERMANENT STORMWATER BEST MANAGEMENT PRACTICES SHALL BE IN ACCORDANCE WITH ISPWV SECTION 207.
- UNCROSHED AGGREGATE (6-INCH MINUS) SHALL BE PER ISPWV SECTION 801.
- ROADWAY AGGREGATE BASE 3/4-INCH (TYPE I) SHALL BE PER ISPWV SECTION 802.
- DRAINAGE GEOTEXTILE (TYPE I) SHALL BE PER ISPWV SECTION 2050.
- CONSTRUCTION SHALL MEET SPECIFIC DETAILS AND REQUIREMENTS OF THE FOLLOWING IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION STANDARD DRAWINGS (CURRENT EDITION) OR THE APPLICABLE ACHD SUPPLEMENTAL DRAWINGS (CURRENT EDITION):
  - STREET SECTION, DRAWING NO. SD-801, AND SECTIONS AS SHOWN ON TYPICAL STREET SECTIONS.
  - VERTICAL CURB AND GUTTER, (ACHD SUP. DWG. SD-701).
  - PEDESTRIAN RAMP FOR HANDICAPPED, DRAWING NO. SD-712C.
  - SIDEWALKS, (ACHD SUP. DWG. SD-709)
  - ROLLED CURB AND GUTTER ISPWV SD-702
  - ALL PEDESTRIAN RAMPS LOCATED IN THE RIGHT OF WAY SHALL HAVE TRUNCATED DOMES PER ISPWV SD-712. DOMES SHALL BE RIGID INSERTS WET SET INTO CONCRETE (CONCRETE STAMP AND ADHESIVE MATS NOT ALLOWED) AND SHALL BE COLORED "TRAFFIC YELLOW"
  - THE ENGINEER OF RECORD CERTIFIES THAT THE PLANS ARE PREPARED IN SUBSTANTIAL CONFORMANCE WITH THE ACHD POLICY AND STANDARDS IN EFFECT AT THE TIME OF PREPARATION. THE ENGINEER ACKNOWLEDGES THAT ACHD ASSUMES NO LIABILITY FOR ERRORS OR DEFICIENCIES IN THE DESIGN. ALL VARIANCES FROM ACHD POLICY SHALL BE APPROVED IN WRITING. THE FOLLOWING VARIANCES LISTED BY DATE AND SHORT DESCRIPTION, WERE APPROVED FOR THIS PROJECT: NONE.
  - DRIVEWAY APPROACH TO CONSTRUCTED PER ACHD SD-710B, 6" THICK PER NOTE E OF ACHD SUPPLEMENTAL SD-710B



VICINITY MAP

1"= 800'

## SHEET INDEX

- COVER SHEET, GENERAL NOTES
- DETAIL/LEGEND SHEET
- OVERALL SITE PLAN / PRESSURE IRRIGATION
- STORM DRAIN DETAILS
- UTILITY PLAN/PROFILE
- UTILITY PLAN/PROFILE
- UTILITY PLAN/PROFILE
- UTILITY PLAN/PROFILE
- HORIZONTAL CONTROL PLAN
- GRADING AND DRAINAGE PLAN

## PROJECT BENCHMARK

TBM #1

5/8" REBAR PLS "15352"

LOCATED BEHIND SIDEWALK IN

NORTH EAST CORNER OF SITE

ELEV: 2692.25'

## Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variations or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY: *Michael Alexander* DATE: 5/28/20  
ADA COUNTY HIGHWAY DISTRICT

## UTILITY REPRESENTATIVES

UTILITY	REPRESENTATIVE	PHONE
GAS	INTERMOUNTAIN GAS	(208) 377-6839
ELECTRICITY	IDAHO POWER	(208) 388-6320
TELEPHONE	CENTURY LINK	(208) 385-2144
SEWER	KUNA WASTEWATER	(208) 287-1729
WATER	KUNA WATERWORKS	(208) 287-1725
ROADS	ADA COUNTY HIGHWAY DISTRICT	(208) 454-8135
IRRIGATION	KUNA WATERWORKS	(208) 287-1725
FIRE	KUNA RURAL FIRE DISTRICT	(208) 992-1144

Revisions	Date	Description
1	4/22/20	CITY OF KUNA COMMENTS
2		
3		
4		

**ROCK SOLID CIVIL**  
Civil Engineering and Land Development Consulting  
270 North 27th Street, Boise, ID 83702  
Office Phone: 208-342-3277  
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Project Name  
**REDHAWK SQUARE SUBDIVISION**

Sheet Name  
**COVER SHEET  
GENERAL NOTES AND DETAILS**

PROFESSIONAL ENGINEER  
No. 10692  
State of Idaho  
5/27/20  
JIM E. COSLETT

Project No. RSC 18-35

Drawn By: JEC

Date: May 27, 2020

Sheet No. **1** of **10**

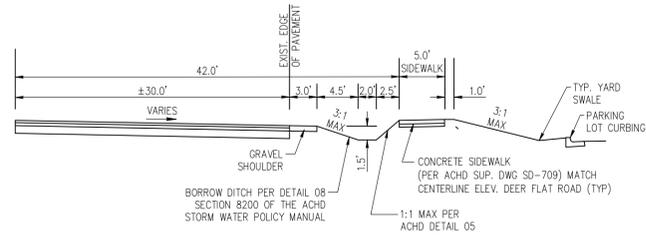
**CALL BEFORE YOU DIG!**  
CALL DIGLINE INC.  
PRIOR TO COMMENCING  
UNDERGROUND WORK  
208-342-1585

**AllTerra CONSULTING**

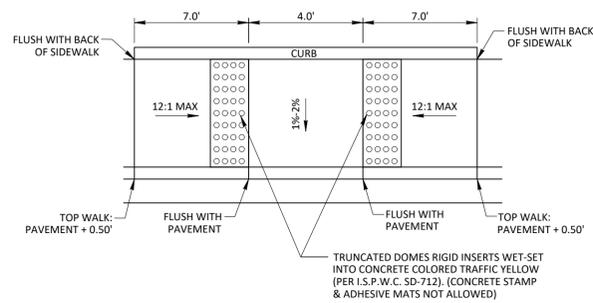
**OWNER**  
MICHAEL LAYNE FIFE  
NSDF 3.5 LLC  
2667 E. GALA CT. STE. 120  
MERIDIAN, ID. 83642  
(208) 941-0325

**LAND SURVEYOR**  
RICHARD GRAY  
COMPASS LAND SURVEYING  
3818 E. NEWBY STREET  
NAMPA ID. 83867  
(208) 442-0115

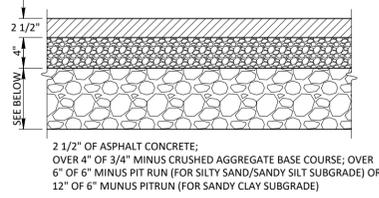
**CIVIL ENGINEER**  
JIM E. COSLETT, P.E.  
ROCK SOLID CIVIL LLC  
270 N. 27TH STREET  
BOISE, ID. 83702  
(208) 342-3277



**DEER FLAT ROAD SECTION**  
1" = 10'

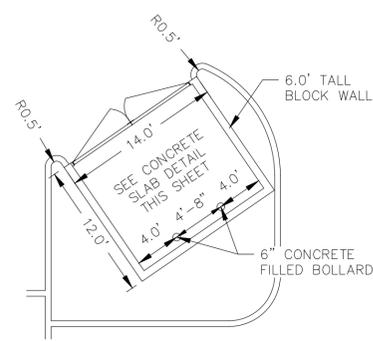


**PEDESTRIAN RAMP DETAIL**  
-NTS-

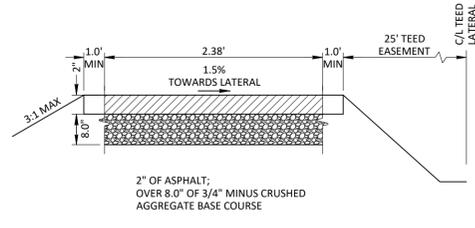


**STRUCTURAL SECTION  
PARKING AND DRIVE ISLE**  
-NTS-

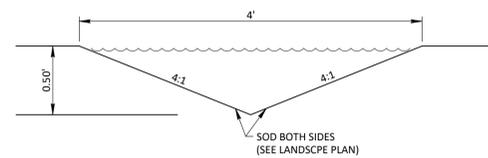
**NOTES**  
1. PAVEMENT THICKNESS RECOMMENDATION IS ADOPTED FROM THE GEOTECHNICAL ENGINEERING REPORT OF DEERFLAT ROAD AND SCHOOL AVENUE DEVELOPMENT, BY ALL WEST TESTING & ENGINEERING. FILE NUMBER 517-060G, STAMPED DATE MARCH 22, 2017.



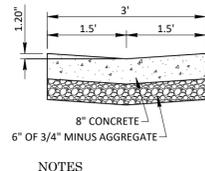
**TRASH ENCLOSURE**  
-NTS-



**ASPHALT PATHWAY DETAIL**  
-NTS-

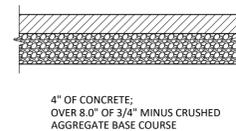


**CONVEYANCE SWALE**  
-NTS-

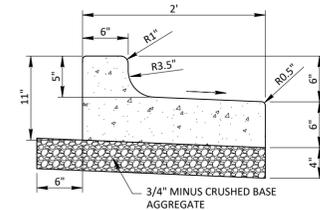


**3' CONCRETE VALLEY GUTTER**  
-NTS-

**NOTES**  
1. SEE I.S.P.W.C. SD-708 FOR NOTES

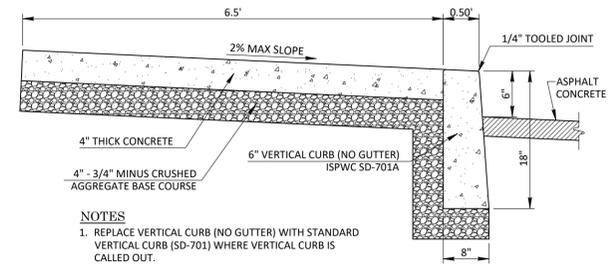


**CONCRETE SLAB SECTION**  
-NTS-



**NOTES**  
1. MATERIALS & CONSTRUCTION IN COMPLIANCE WITH I.S.P.W.C.  
2. SCORE INTERVALS AT 10' MAX SPACING

**6\"/>**

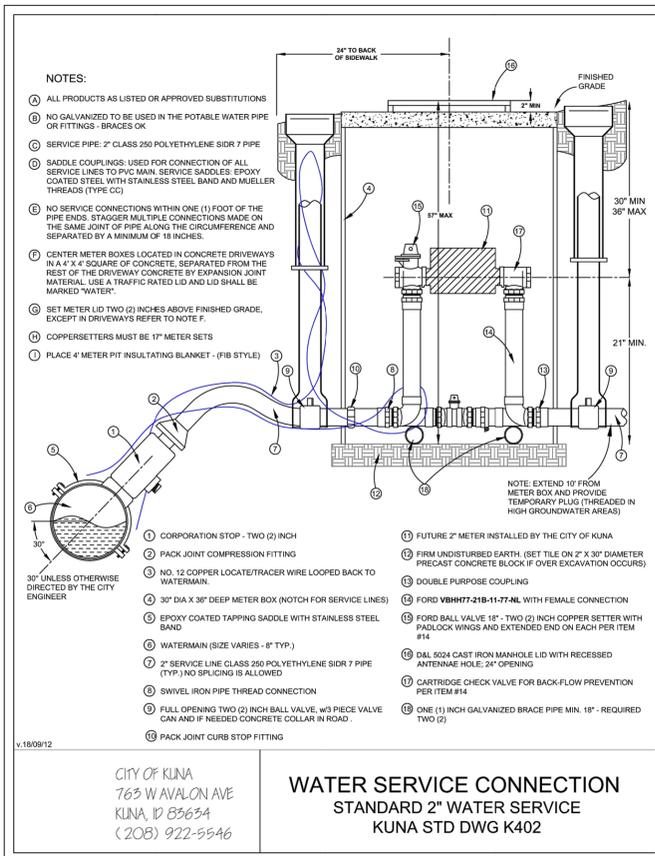


**NOTES**  
1. REPLACE VERTICAL CURB (NO GUTTER) WITH STANDARD VERTICAL CURB (SD-701) WHERE VERTICAL CURB IS CALLED OUT.

**SIDEWALK DETAIL**  
-NTS-

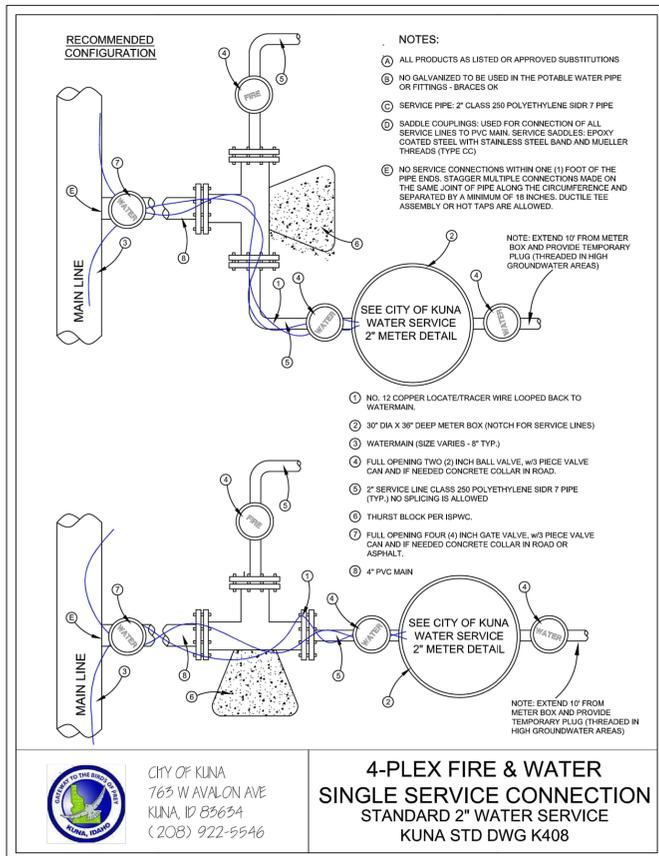
**GENERAL LEGEND**

---	PROPERTY BOUNDARY LINE
---	PROPOSED LOT LINE
---	CENTERLINE
---	PROPOSED EASEMENT
TVC	TOP BACK OF VERTICAL CURB
TC	TOP BACK OF CURB NO GUTTER
SWK	FINISH GRADE SIDEWALK
BVC	BEGIN VERTICAL CURVE
EVC	END VERTICAL CURVE
PC	POINT OF CURVE
PT	POINT OF TANGENT
EP	EDGE OF PAVEMENT
GB	GRADE BREAK
---	TEMPORARY BENCHMARK
---	PROPOSED PRESSURE IRRIGATION SERVICE
---	PROPOSED SEWER MANHOLE
---	PROPOSED STREET LIGHT
---	GROUNDWATER MONITORING WELL
---	FLOW DIRECTION
---	INSTALL SIGN
---	PROPOSED FIRE VALVE
---	PROPOSED FINE HYDRANT
CD	3\"/>
PI	PROPOSED PRESSURE IRRIGATION
W	PROPOSED WATER MAIN
RD	PROPOSED ROOF DRAIN
SD	PROPOSED STORM DRAIN
S	PROPOSED SANITARY SEWER MAIN
---	PROPOSED 1\"/>
---	EXISTING CONTOUR LINE
EP	EXISTING EDGE OF PAVEMENT
H2O	EXISTING 12\"/>
TEL	EXISTING TELEPHONE LINE
OHP	EXISTING OVERHEAD POWER
GAS	EXISTING GAS MAIN
X-X-X	EXISTING FENCE
---	EXISTING IRRIGATION LINE
---	EXISTING STORM DRAIN PIPE
---	EXISTING CATCH BASIN
---	EXISTING TELEPHONE RISER
---	EXISTING FIRE HYDRANT
---	EXISTING IRRIGATION VALVE
---	EXISTING SEWER CLEANOUT
---	EXISTING SEWER MANHOLE
---	EXISTING UTILITY POLE
---	EXISTING GATE VALVE
---	EXISTING ELECTRICAL BOX
---	EXISTING CABLE BOX
---	EXISTING SIGN



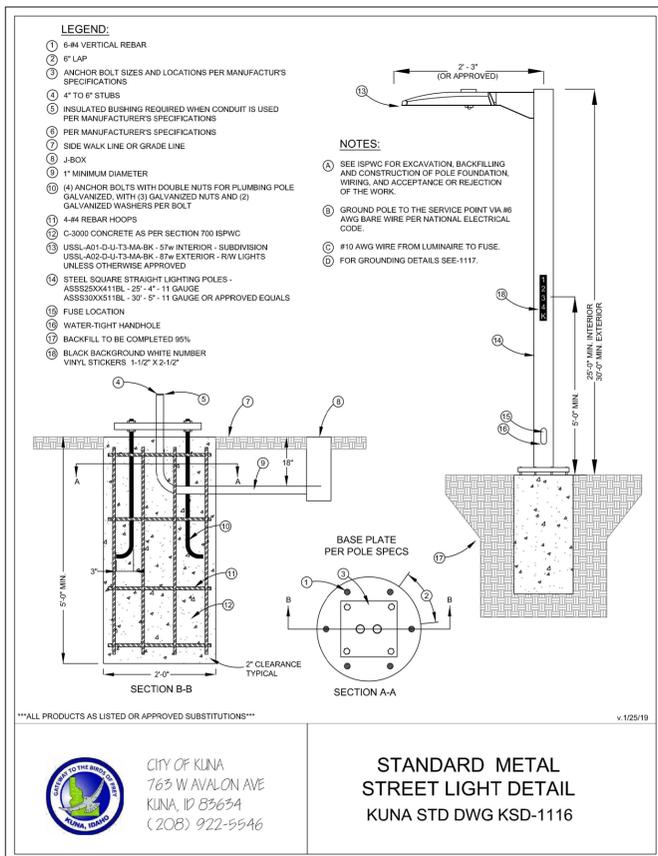
**WATER SERVICE CONNECTION  
STANDARD 2\"/>**

CITY OF KUNA  
763 W AVALON AVE  
KUNA, ID 83634  
(208) 922-5546



**4-PLEX FIRE & WATER  
SINGLE SERVICE CONNECTION  
STANDARD 2\"/>**

CITY OF KUNA  
763 W AVALON AVE  
KUNA, ID 83634  
(208) 922-5546



**STANDARD METAL  
STREET LIGHT DETAIL**  
KUNA STD DWG KSD-1116

CITY OF KUNA  
763 W AVALON AVE  
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Revisions	Date	Description
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**REVISIONS**

**REDHAWK SQUARE SUBDIVISION**  
DETAIL SHEET

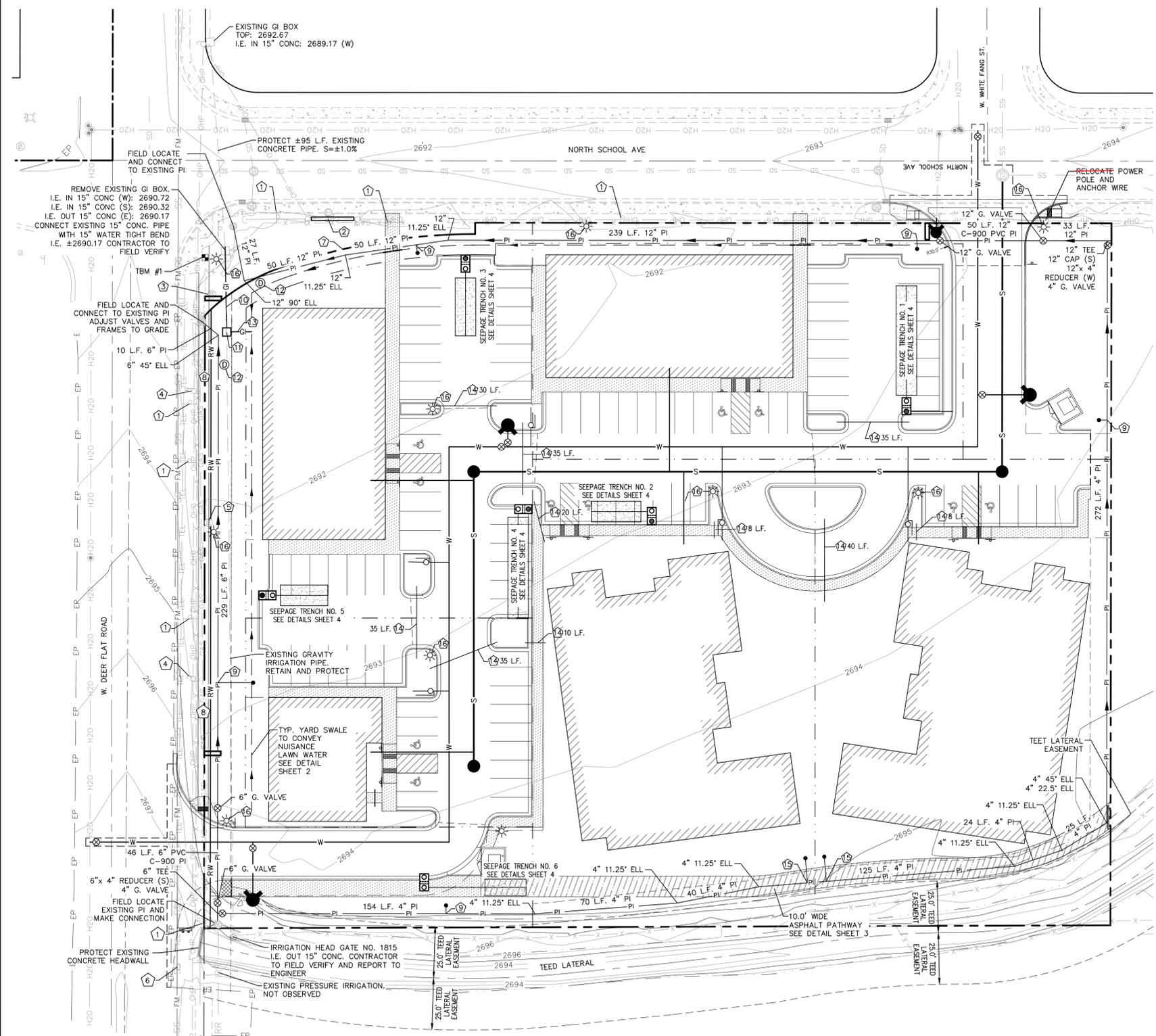
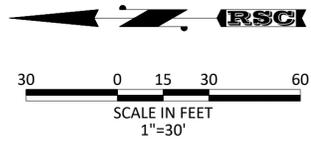
Project Name: REDHAWK SQUARE SUBDIVISION  
Sheet Name: DETAIL SHEET

**PROFESSIONAL ENGINEER**  
JIM E. COSLETT  
10692  
5/21/20  
STATE OF IDAHO

Project No. RSC 18-35  
Drawn By: JEC  
Date: May 27, 2020  
Sheet No. 2 of 10

**811**  
Know what's below.  
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**CALL BEFORE YOU DIG!**  
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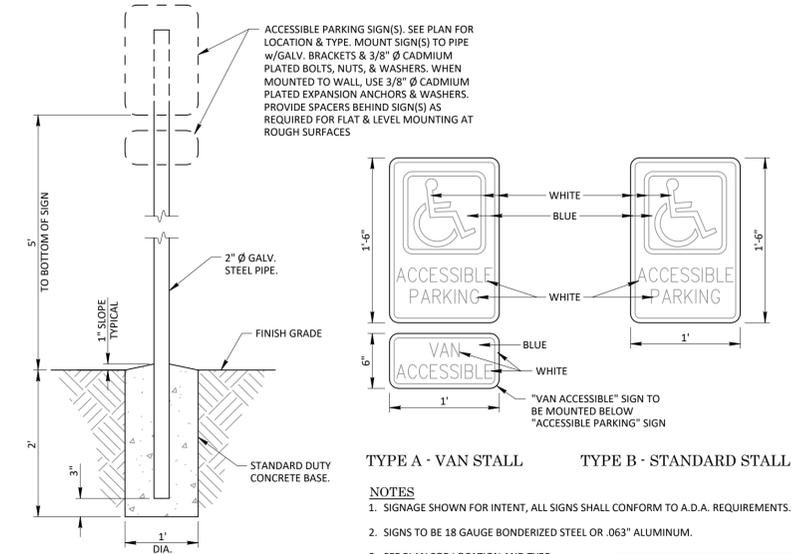


**KEY NOTES**

- 1 PROTECT EXISTING SIGN
- 2 PROTECT EXISTING 3-PHASE FRAME STRUCTURE. ADJUST ANCHOR WIRE AS NEEDED
- 3 PROTECT EXISTING TELEPHONE PEDESTAL
- 4 PROTECT EXISTING POWER POLE
- 5 RELOCATE EXISTING TELEPHONE PEDESTAL
- 6 PROTECT EXISTING UTILITY HAND HOLE BOX
- 7 RESERVED FOR FUTURE ACHD ROUNDABOUT FOOTPRINT
- 8 CONSTRUCT 5.0' WIDE SIDEWALK, SEE DEER FLAT ROAD SECTION DETAIL SHEET 2 AND SHEET 9 FOR TOP BACK OF CURB ELEVATIONS
- 9 1" IRRIGATION SERVICE PER CITY OF KUNA STANDARD DRAWING K-902-S OR K-902-L
- 10 40 L.F. 15" CONCRETE PIPE @ 1.0%. PROVIDE WATER TIGHT CONNECTION AT CONNECTION TO EXISTING 12" CONCRETE PIPE. I.E.: AT CONNECTION POINT ±2690.17
- 11 GRAVITY IRRIGATION BOX IS/PCW SD-619 4.0'x 4.0' I.D. STA: 8+48.77 251.47 R, CENTER OF BOX TOP OF BOX: 2694.00 I.E. IN 15" CONC. (W): 2690.80. CONTRACTOR TO FIELD VERIFY I.E. IN 15" CONC (S): 2691.25 I.E. OUT 15" CONC (E): 2690.57
- 12 INSTALL IRRIGATION DRAIN VALVE PER CITY OF KUNA STD DWG K-903
- 13 10 L.F. 15" CONCRETE PIPE @ 2.0%. I.E.: AT DAYLIGHT ±2691.45
- 14 3" CONDUIT FOR LANDSCAPE IRRIGATION
- 15 PRESSURE IRRIGATION SERVICE TO BE 1-INCH AS APPROVED BY THE CITY ENGINEER VIA EMAIL SENT 4/10/2020
- 16 INSTALL STREET LIGHT. SEE STREET LIGHT DETAIL SHEET 2

**PRESSURE IRRIGATION**

1. THE DEVELOPER SHALL NOTIFY ALL LOT PURCHASERS THAT THERE MUST BE NO INTERCONNECTION BETWEEN THE PRESSURE IRRIGATION SYSTEM AND HOUSE PLUMBING.
2. INSTALL PRESSURIZED IRRIGATION SYSTEMS CONSISTING OF IRRIGATION MAINS AND INDIVIDUAL SERVICE CONNECTIONS TO EACH LOT.
3. CONNECTION TO THE CITY OF KUNA MUNICIPAL WATER (POTABLE) SYSTEM FOR IRRIGATION PURPOSES IS NOT ALLOWED.
4. LOT SERVICE REQUIREMENTS:  
 LOT SIZE S.F.  
 0-14,000 ONE 1" IRRIGATION RISERS  
 14,000-26,000 TWO 1" OR ONE 1.5" IRRIGATION RISERS  
 26,000+ DETERMINED BY CITY ENGINEER
5. ALL IRRIGATION MAINLINES SHALL BE INSTALLED SUCH THAT AIR AUTOMATICALLY VENTS DURING FILLING AND DRAINING. AUTOMATIC AIR/VACUUM RELIEF VALVES SHALL BE INSTALLED AT ALL HIGH POINTS IN THE SYSTEM AND IN LOCATIONS DETERMINED BY THE CITY ENGINEER. IN LIEU OF AUTOMATIC VENTS, THE CONTRACTOR MAY INSTALL SERVICES WITH THE TAP ON TOP OF THE MAIN AT THE HIGH POINT WITH THE SERVICE LINE LAID LEVEL OR RISING TO THE SERVICE BOX.
6. ALL IRRIGATION MAINS SHALL FREELY DRAIN. "FREELY DRAIN" MEANS TO DRAIN BY GRAVITY INTO A DRAINAGE SWALE, DRAINAGE POND, DRAINAGE DITCH OR ADEQUATELY SIZED DRY WELL. THE DRAIN SYSTEM SHALL INCLUDE MANUALLY OPERATED VALVES AS DETAILED IN CITY OF KUNA STANDARD DETAILS. LOCATE DRAINS IN COMMON AREAS, ALONG PATHWAYS OR STREET FRONTS UNLESS SPECIFICALLY APPROVED OTHERWISE BY THE CITY ENGINEER.
7. PIPE DEPTH: ALL IRRIGATION MAINLINES NOT WITHIN ROAD RIGHT OF WAY (ROW) SHALL HAVE AT LEAST THREE (3) FEET OF COVER FROM FINISH GRADE TO CROWN OF PIPE IF THE PIPE IS FREE DRAINING. A MINIMUM OF FOUR (4) FEET OF COVER SHALL BE REQUIRED FROM FINISH GRADE TO CROWN OF PIPE UNDER ROADWAYS AND WHERE PIPE IS NOT FREE-DRAINING.
8. PRESSURE IRRIGATION MAIN LINE PIPING 4 INCH DIAMETER AND LARGER SHALL BE CONSTRUCTED OF POLYVINYL CHLORIDE (PVC), DR21 (200 PSI), CONFORMING TO ASTM D2241.
9. PRESSURE IRRIGATION MAINLINE PIPING IN THE R.O.W. AND PARALLEL TO CENTER LINE SHALL BE PVC, C900 DR 18.
10. 4 INCH DIAMETER AND LARGER PIPE SHALL HAVE RUBBER GASKETED JOINTS.
11. PRESSURE IRRIGATION PIPE SHALL BE CLEARLY MARKED WITH TYPE, CLASS OR THICKNESS. LETTERING SHALL BE LEGIBLE AND PERMANENT.
12. ALL IRRIGATION PIPE SHALL BE INSTALLED WITH FINDER TAPE. TAPE SHALL BE TWO (2) INCHES WIDE, PURPLE IN COLOR, WITH THE WORDS "DANGER-UNSAFE WATER" OR "NON-POTABLE WATER" CLEARLY MARKED ALONG THE LENGTH OF THE TAPE. TAPE SHALL BE PLACED BETWEEN SIX (6) INCHES BELOW GROUND SURFACE AND SIXTEEN (16) INCHES ABOVE THE TOP OF PIPE.
13. TAPE A #12 DIRECT BURIAL TRACER WIRE ALONG THE CROWN OF THE PRESSURE IRRIGATION MAINLINE. LOOP THE TRACER WIRE FROM THE MAINLINE TO EACH SERVICE BOX AND BACK TO THE MAINLINE. THE TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES AND EXTENDED ALONG THE OUTSIDE OF THE LOWER PORTION AND ALONG THE INSIDE OF THE UPPER PORTION OF THE VALVE BOX. CONDUCT AN ELECTRICAL CONTINUITY TEST BEFORE PAVING TO VERIFY TRACER WIRE INTEGRITY.
14. EQUIP EACH PRESSURE IRRIGATION SERVICE WITH A METAL OR PLASTIC TAG (VULCANIZED) "NON-POTABLE WATER-DO NOT DRINK"
15. VALVES 4 INCH DIAMETER AND LARGER SHALL BE RESILIENT WEDGE GATE VALVES CONFORMING TO THE REQUIREMENTS OF ANSI/AWWA C509, WITH MECHANICAL OR FLANGED JOINTS AND 2 INCH SQUARE OPERATING NUT. ACCEPTABLE VALVES ARE MUELLER MODEL A-2360 AND A-2361 OR CLOW MODEL 2639 AND 2640. ANY OTHERS MUST BE SPECIFICALLY APPROVED BY THE CITY ENGINEER. VALVE BOXES FOR VALVES 4 INCH DIAMETER AND LARGER SHALL BE STANDARD CAST IRON 5 1/4 INCH DIAMETER ADJUSTABLE VALVE BOX.
16. VALVES FOR STREET CROSSINGS SHALL BE PLACED WITHIN 2 FEET OF THE BACK EDGE OF SIDEWALK.
17. FITTINGS SHALL BE CAST IRON, DUCTILE IRON, PVC, BRASS OR STAINLESS STEEL, AND SHALL HAVE A MINIMUM PRESSURE RATING EQUAL TO OR GREATER THAN 200 PSI. ALL FITTINGS FOUR (4) INCHES AND LARGER SHALL BE DUCTILE IRON WITH FLANGED OR MECHANICAL JOINTS. THRUST BLOCKS OR OTHER CITY ENGINEER APPROVED RESTRAINTS SHALL BE PROVIDED AT CHANGES OF DIRECTION.
18. IRRIGATION SYSTEMS SHALL BE PRESSURE TESTED IN ACCORDANCE WITH IS/PCW SPECIFICATIONS FOLLOWING INSTALLATION OF ALL OTHER UTILITIES AND BEFORE PAVING. TESTING SHALL BE OBSERVED BY A CITY REPRESENTATIVE.



TYPE A - VAN STALL      TYPE B - STANDARD STALL

- NOTES**
1. SIGNAGE SHOWN FOR INTENT, ALL SIGNS SHALL CONFORM TO A.D.A. REQUIREMENTS.
  2. SIGNS TO BE 18 GAUGE BONDZERIZED STEEL OR .063" ALUMINUM.
  3. SEE PLAN FOR LOCATION AND TYPE.

**A.D.A. PARKING SIGN DETAIL**  
-NTS-

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CALL DIGLINE INC.  
PRIOR TO COMMENCING UNDERGROUND WORK  
208-342-1585

**Revisions**

Date	Description
4/22/20	CITY OF KUNA COMMENTS

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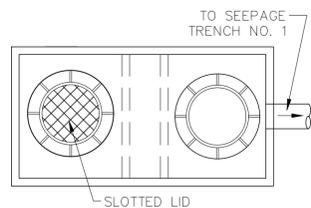
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Project Name  
**REDHAWK SQUARE SUBDIVISION**

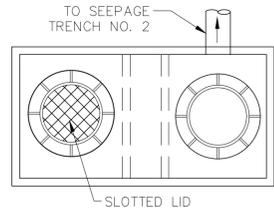
Sheet Name  
**OVERALL SITE AND UTILITY PLAN  
PRESSURE IRRIGATION**

PROFESSIONAL ENGINEER  
No. 10692  
5/21/20  
JIM E. COSLETT

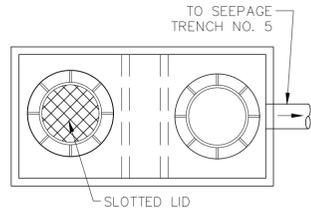
Project No. RSC 18-35  
Drawn By: JEC  
Date: May 27, 2020  
Sheet No. **3**  
3 of 10



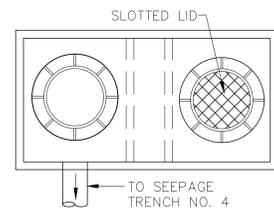
PLAN VIEW  
-NTS-



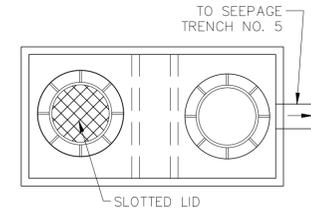
PLAN VIEW  
-NTS-



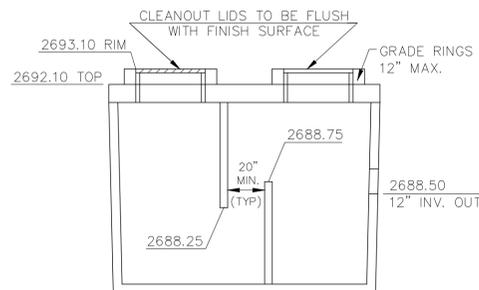
PLAN VIEW  
-NTS-



PLAN VIEW  
-NTS-

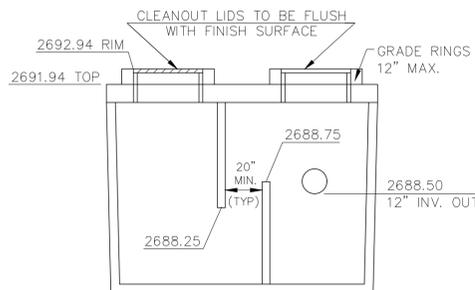


PLAN VIEW  
-NTS-



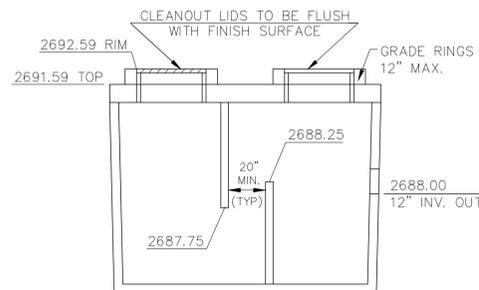
SAND/GREASE TRAP NO. 1  
1000 GALLON (PRIVATE)

Q100: 0.96 cfs  
-NTS-



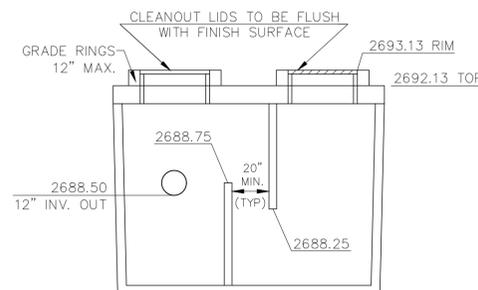
SAND/GREASE TRAP NO. 2  
1000 GALLON (PRIVATE)

Q100: 0.61 cfs - Q25: 0.44 cfs  
-NTS-



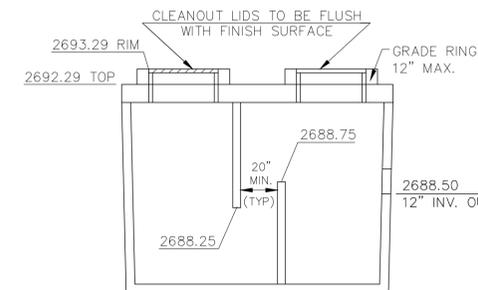
SAND/GREASE TRAP NO. 3  
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Q100: 0.71 cfs - Q25: 0.51 cfs  
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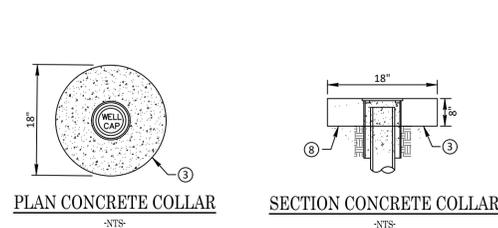
SAND/GREASE TRAP NO. 4  
1000 GALLON (PRIVATE)

Q100: 1.23 cfs - Q25: 0.88 cfs  
-NTS-



SAND/GREASE TRAP NO. 5  
1000 GALLON (PRIVATE)

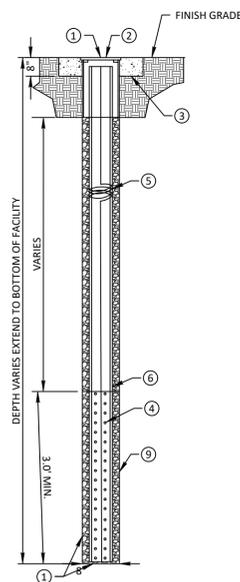
Q100: 0.58 cfs - Q25: 0.41 cfs  
-NTS-



PLAN CONCRETE COLLAR  
-NTS-

SECTION CONCRETE COLLAR  
-NTS-

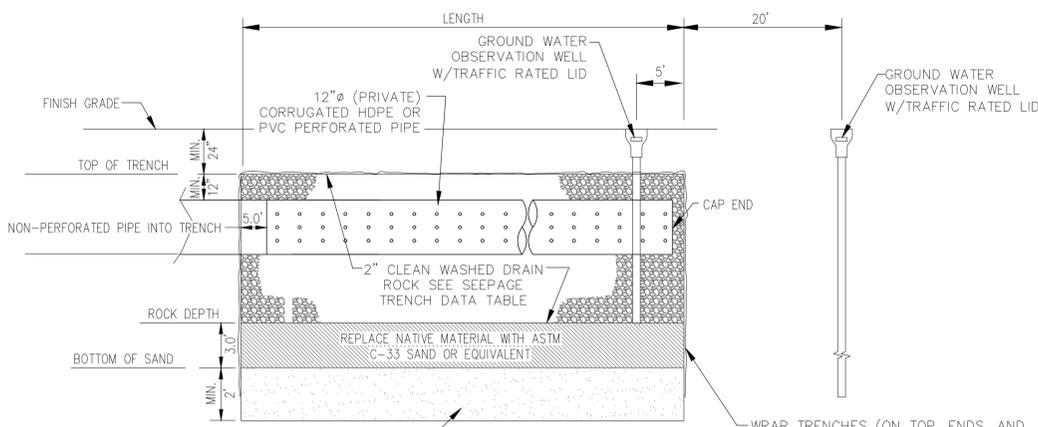
1. WELL COVER, 8" DIA. WATERTIGHT GALVANIZED STEEL BOLT DOWN COVER AND CANISTER
2. OR 3 BOLT LID WITH 9/16" HEAD AND SEA THREADS, GASKETED
3. CONCRETE (COLLAR), CLASS 3000 (ISPC SECTION 703)
4. 3/8" DIA HOLES OR SLOTS CUT INTO PIPE AT 3" ON CENTER
5. TRACER WIRE SHALL BE PLACED OUTSIDE OF PVC PIPE, MINIMUM 18 GAUGE, UNSULATED, SINGLE CONDUCTOR COPPER WIRE, INSULATION COLOR SHALL BE GREEN WITH THREE 6" DIAMETER COILS
6. PIPE SHALL BE PERFORATED PVC, ASTM D-3035, SDR-35. WELLS BACKFILLED IN A PIT REQUIRE 6" PIPE, DRILLED WELLS MAY UDE 4" PIPE
7. NONWOVEN FILTER FABRIC AROUND OPENINGS AND BOTTOM, FABRIC OVER CHIPS/DRAIN ROCK
8. POLYPROPYLENE FIBER REINFORCEMENT AT 1 1/2 LBS/CY
9. BACKFILL MATERIAL TO MATCH STORAGE MEDIA FOR OBSERVATION WELLS LOCATED WITHIN A BMP FACILITY. USE PIPE BEDDING CHIPS FOR OBSERVATION WELLS LOCATED OUTSIDE BMP FACILITIES



GROUNDWATER OBSERVATION WELL  
-NTS-

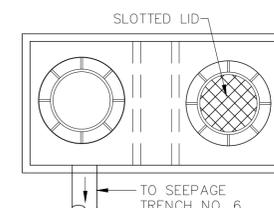
ACHD SUPPLEMENTAL DWG SD-627 (REV 2017)  
-NTS-

SEEPAGE TRENCH DATA						
TRENCH No.	LENGTH	WIDTH	ROCK DEPTH	TOP	BOTTOM/ROCK	GROUNDWATER @
TRENCH #1	53.0'	10.0'	8.0'	2691.00'	2683.00'	NA
TRENCH #2	24.0'	10.0'	8.0'	2691.00'	2683.00'	NA
TRENCH #3	28.0'	10.0'	8.0'	2690.50'	2682.50'	NA
TRENCH #4	49.0'	10.0'	8.0'	2691.00'	2683.00'	NA
TRENCH #5	23.0'	10.0'	8.0'	2691.00'	2683.00'	NA
TRENCH #6	16.0'	10.0'	8.0'	2692.50'	2684.50'	NA

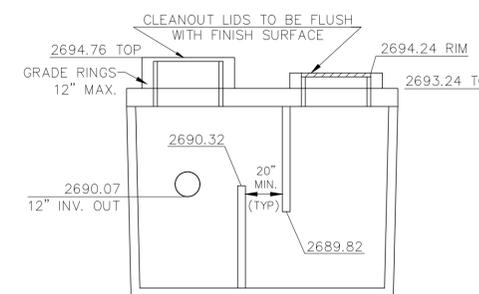


SEEPAGE BED DETAIL  
-NTS-

1. PIPE PERFORATION TO BE 6 - 3/8" DIA. HOLES AT 60 DEGREES AT 6" O.C. ALONG LENGTH OF PIPE.
2. BOTTOM OF SAND/BOTTOM OF SEEPAGE TRENCH SHALL BE A MINIMUM OF 3' ABOVE GROUND WATER LEVEL. NOTIFY ENGINEER IMMEDIATELY IF LESS THAN 3' FROM THE BOTTOM OF DESIGN ELEVATION FOR ANY INFILTRATION FACILITY.
3. SEEPAGE TRENCH LENGTH, WIDTH AND 2" CLEAN WASHED DRAIN ROCK DEPTH SHOWN ON SEEPAGE TRENCH DATA TABLE.
4. EXCAVATE BOTTOM OF TRENCH A MIN. OF 2' INTO FREE DRAINING MATERIALS (SILTY SAND & GRAVEL). MAY BACK-FILL W/CLEAN PIT RUN. CONTACT THE ENGINEER TO VERIFY MATERIALS ENCOUNTERED BEFORE PLACING PIT RUN, FILTER FABRIC AND SAND.
5. GROUND WATER DATA AND SOIL REPORT PREPARED PER INFILTRATION DESIGN RATE IS 2"/HOUR.
6. GROUNDWATER ELEVATIONS SHALL BE VERIFIED AT THE TIME OF INSTALLATION OF STORM WATER SYSTEMS. CONTACT THE ENGINEER OF RECORD TO CONFIRM LEVELS IN THE FIELD PRIOR TO INSTALLATION.



PLAN VIEW  
-NTS-



SAND/GREASE TRAP NO. 6  
1000 GALLON (PRIVATE)

Q100: 0.39 cfs - Q25: 0.28 cfs  
-NTS-

Revisions	Date	Description
1	4/22/20	CITY OF KUNA COMMENTS
2		
3		
4		

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Project Name  
**REDHAWK SQUARE SUBDIVISION**

Sheet Name  
**STORM DRAIN DETAILS**



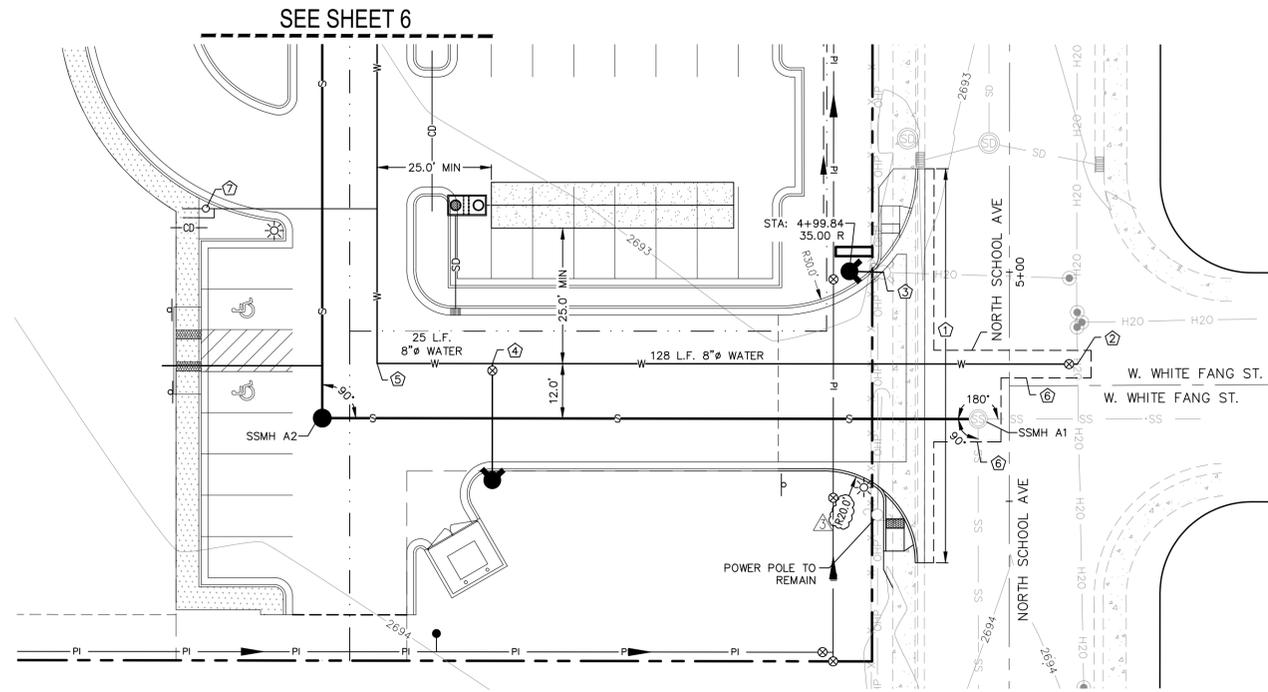
Project No. RSC 18-35  
Drawn By: JEC  
Date: May 27, 2020  
Sheet No. **4** of 10

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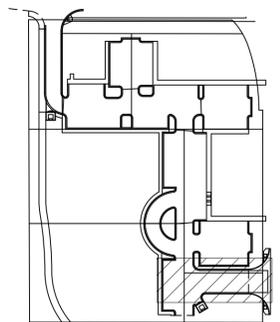
**Plans Are Accepted For Public Street Construction**

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

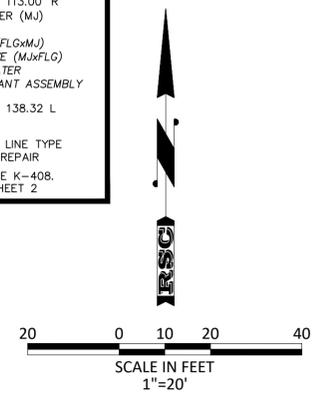
BY Michael Alexander DATE: 5/28/20  
ADA COUNTY HIGHWAY DISTRICT



- KEY NOTES**
- SAWCUT AND REMOVE 3.00 L.F. EXISTING CURB, GUTTER AND SIDEWALK. INSTALL 4.0' WIDE VALLEY GUTTER PER ISPEC SD-708. NEAT SAWCUT, TYPE "P" SURFACE REPAIR, MATCH EXISTING ROAD SECTION.
  - STA: 5+20.07 14.89 L HOT TAP EXISTING MAIN COORDINATE WITH CITY FOR ALL REQUIREMENTS PRIOR TO CONSTRUCTION
  - RELOCATE FIRE HYDRANT 8 L.F. 6" WATER 6" F.H. ASSEMBLY HYDRANT TO BE REPLACED IF TESTING FAILS
  - STA: 5+20.00 113.00' R 8"x 6" REDUCER (M.J) 8" TEE 8" ADAPTER (FLGxM.J) 6" GATE VALVE (M.JxFLG) 25 L.F. 6" WATER 6" FIRE HYDRANT ASSEMBLY
  - STA: 5+20.00 138.32 L 8" 90° ELL
  - NEAT SAWCUT LINE TYPE "P" SURFACE REPAIR
  - WATER SERVICE K-408. SEE DETAIL SHEET 2

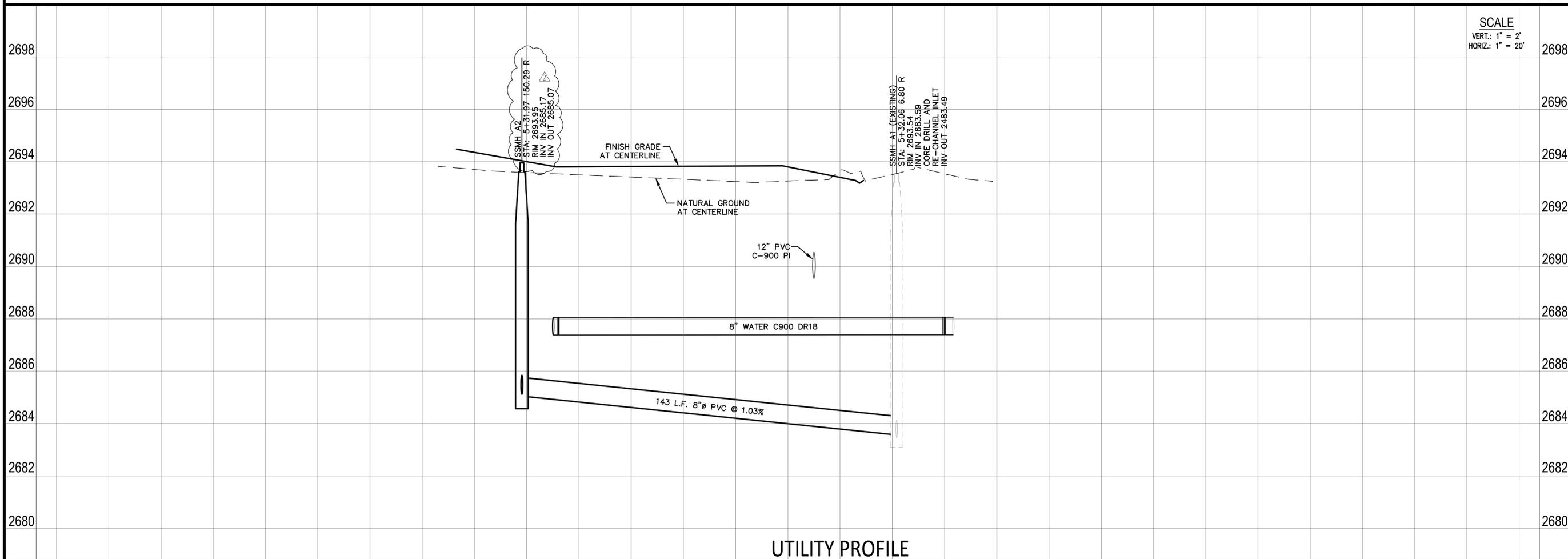


KEY MAP



**811** CALL BEFORE YOU DIG!  
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Know what's below. Call before you dig.

NAV8 88 DATUM



UTILITY PROFILE

**Revisions**

Date	Description
4/22/20	CITY OF KUNA COMMENTS
5/27/20	RAISED MANHOLE INVERTS
5/27/20	REVISED CURB RETURN RADIUS

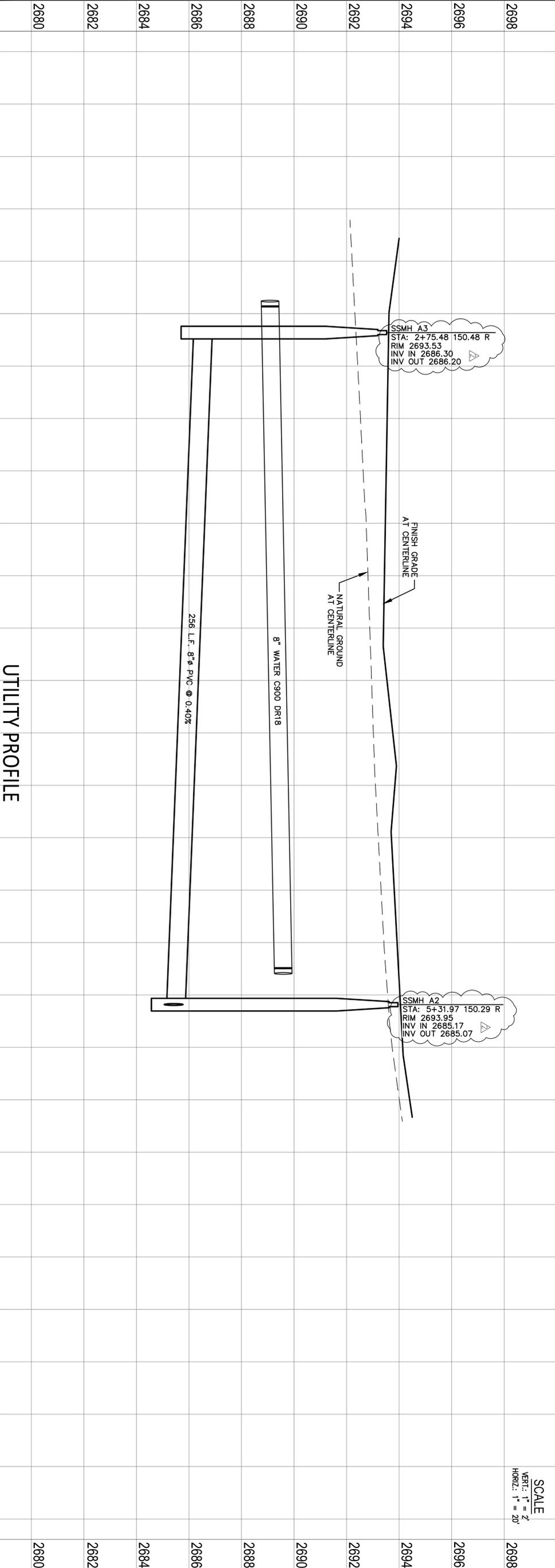
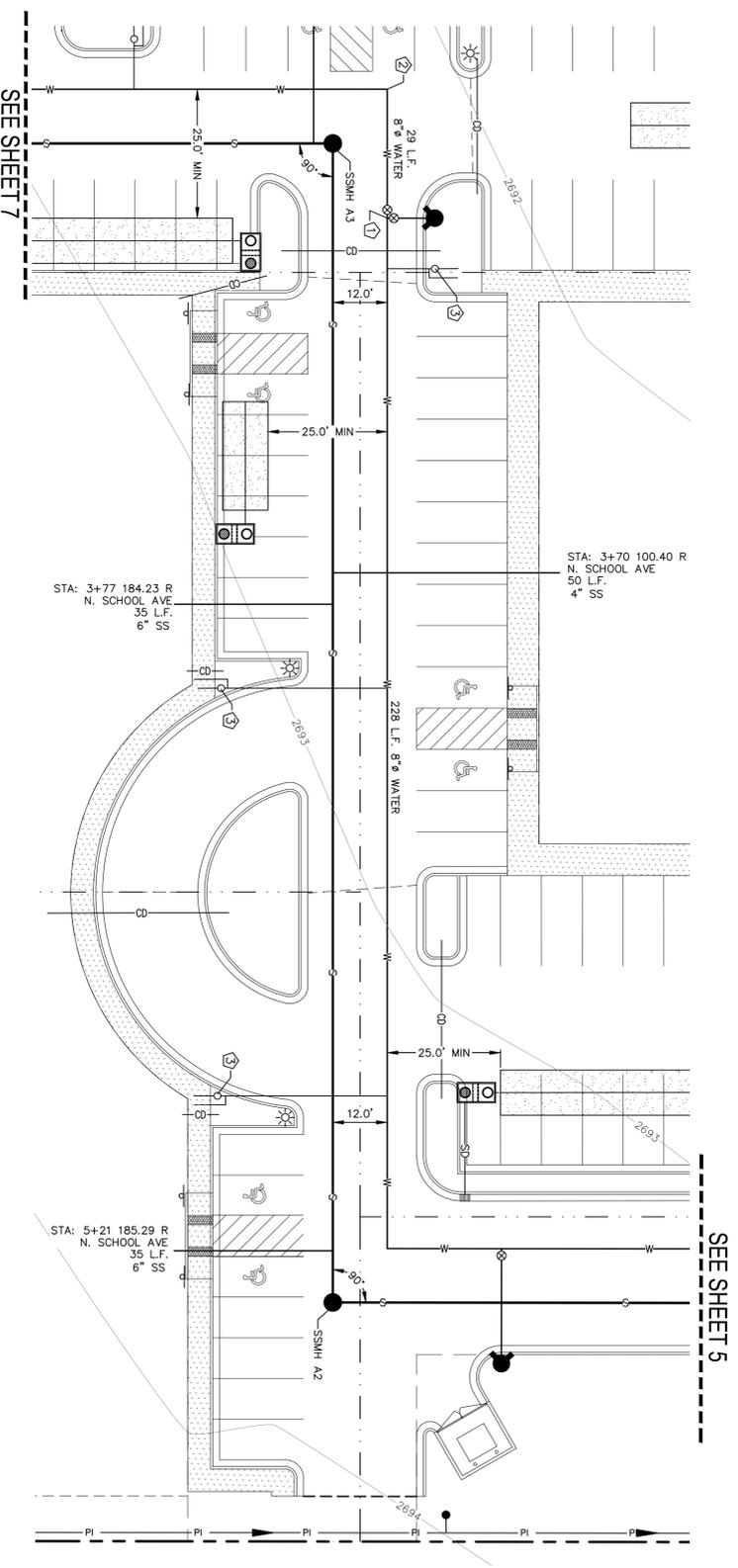
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Project Name: REDHAWK SQUARE SUBDIVISION  
Sheet Name: UTILITY PLAN / PROFILE



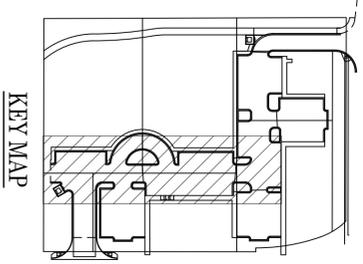
Project No. RSC 18-35  
Drawn By: JEC  
Date: May 26, 2020  
Sheet No. **5**  
5 of 10



UTILITY PROFILE

9+00

- KEY NOTES**
- 1 STA: 2+620.0 138.46 R 8" G. VALVE (FLGM)(N) 8" TEE
  - 2 STA: 2+653.47 138.48 R 8" G. VALVE (FLGM)(N) 6" G. VALVE (M&F)(G) 1" L.F. 8" WATER 6" F.H. ASSEMBLY
  - 3 STA: 2+653.47 138.48 R 8" 90° ELB. WATER SERVICE K-408 SEE DETAIL SHEET 2



**811**  
 CALL BEFORE YOU DIG!  
 CALL TOLL FREE 1-800-4-A-ROOT  
 OR VISIT 811-BOISE.COM

NAVD 88 DATUM

SCALE  
 VERT.: 1" = 2'  
 HORIZ.: 1" = 20'

Revisions

△	Date	Description
1	4/22/20	CITY OF KUNA COMMENTS
2	5/27/20	RAISED MANHOLE INVERTS
3		
4		

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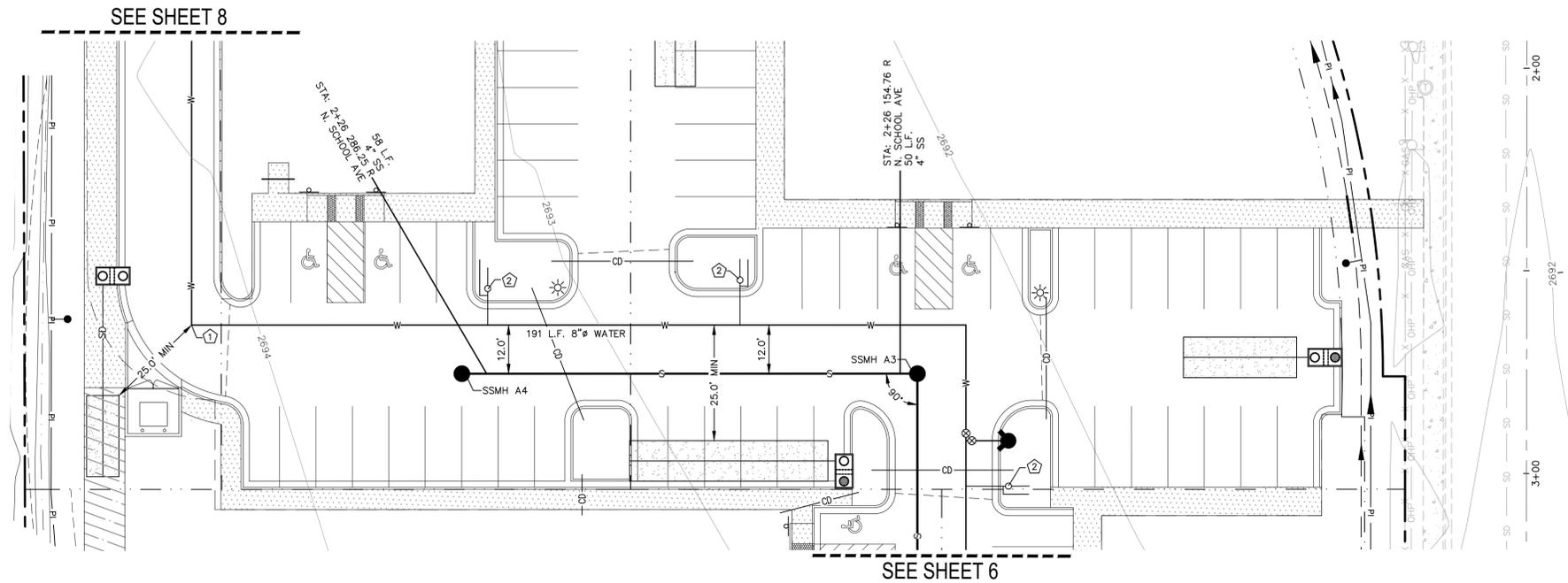
Project Name  
**REDHAWK SQUARE SUBDIVISION**

Sheet Name  
**UTILITY PLAN / PROFILE**

PROFESSIONAL ENGINEER  
 JIM E. COVILLE  
 No. 10692  
 STATE OF IDAHO

Project No. NSC 18-35  
 Drawn By: JEC  
 Date: May 26, 2020

Sheet No. **6** of 10



**KEY NOTES**

1 STA: 2+63.62 329.83 R  
8" 90° ELL

2 WATER SERVICE K-40B.  
SEE DETAIL SHEET 2

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NAV8 88 DATUM

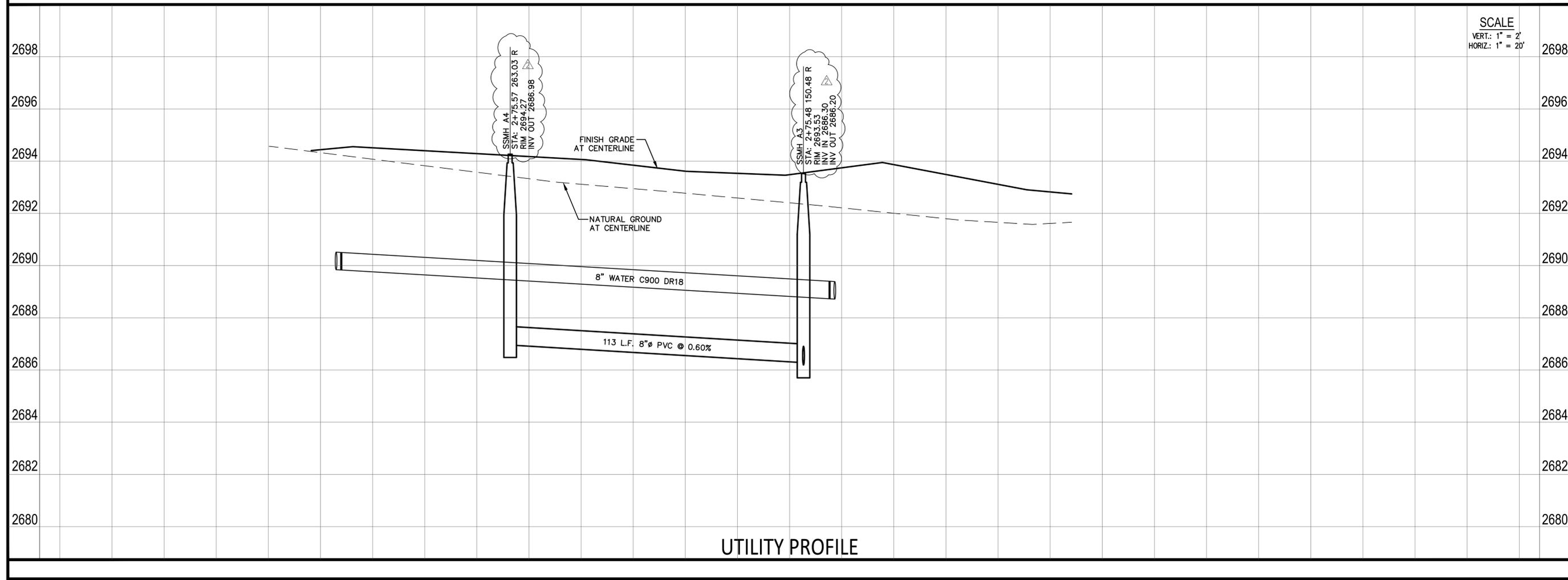
**SCALE**  
VERT.: 1" = 2'  
HORIZ.: 1" = 20'

**KEY MAP**

SCALE IN FEET  
1"=20'

20 0 10 20 40

IRSC



Revisions	Date	Description
1	4/22/20	CITY OF KUNA COMMENTS
2	5/27/20	RAISED MANHOLE INVERTS
3		
4		

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Project Name: REDHAWK SQUARE SUBDIVISION  
Sheet Name: UTILITY PLAN / PROFILE

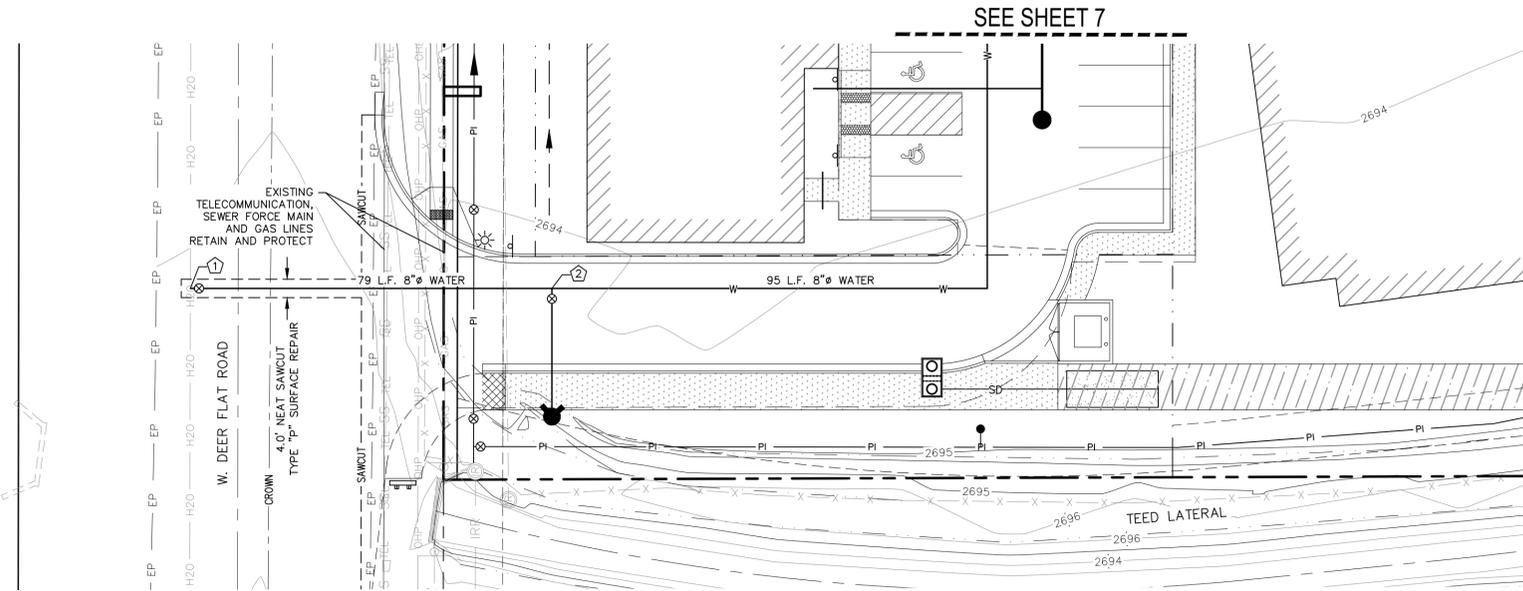
**PROFESSIONAL ENGINEER**  
JIM E. COSLETT  
10692  
5/27/20  
STATE OF IDAHO

Project No. RSC 18-35  
Drawn By: JEC  
Date: May 27, 2020  
Sheet No. 7 of 10

# Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

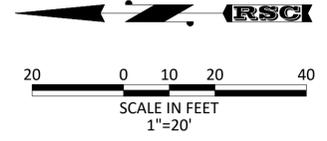
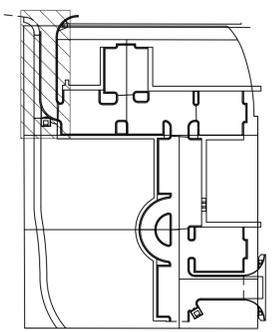
BY Michael Alexander DATE: 5/28/20  
 ADA COUNTY HIGHWAY DISTRICT



**KEY NOTES**

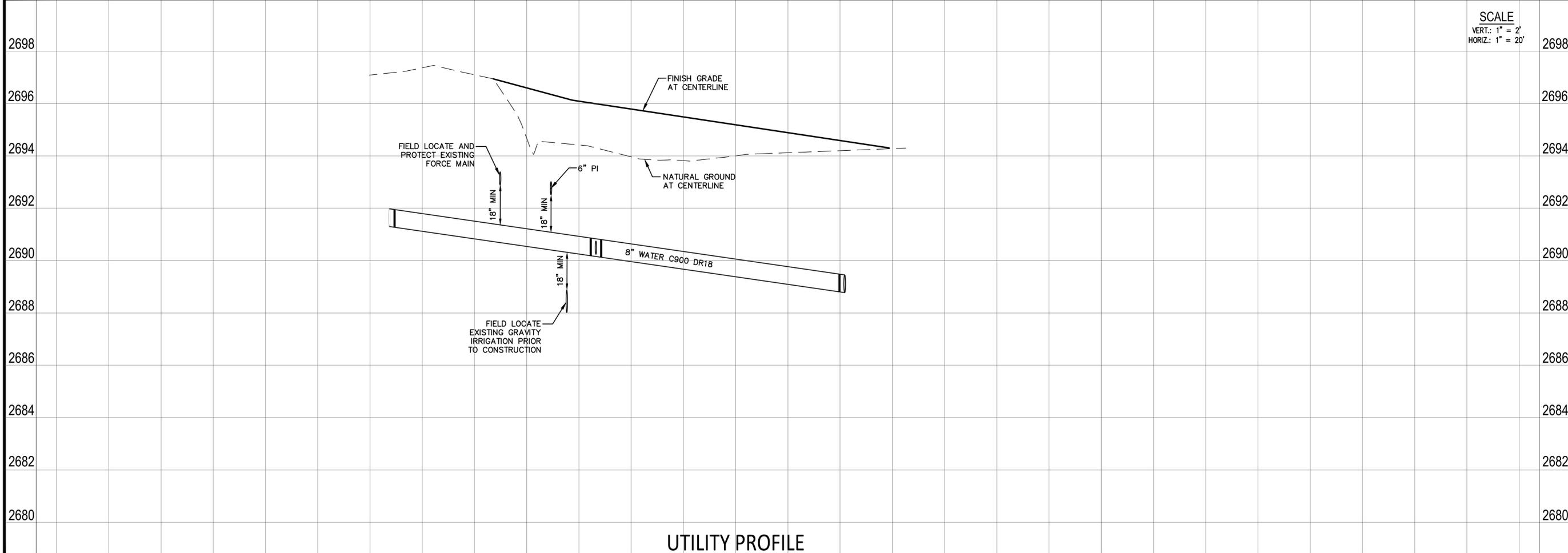
① STA: 0+89.27 329.96' R  
 HOT TAP EXISTING MAIN  
 COORDINATE WITH CITY FOR  
 ALL REQUIREMENTS PRIOR  
 TO CONSTRUCTION

② STA: 1+68.38 329.90 R  
 8" TEE (MJ)  
 8" x 6" REDUCER (FLGxMJ)  
 8" ADAPTER (FLGxMJ)  
 28 L.F. 6" WATER  
 6" F.H. ASSEMBLY



**811 CALL BEFORE YOU DIG!**  
 CALL DIGLINE INC.  
 PRIOR TO COMMENCING  
 UNDERGROUND WORK  
 208-342-1585

NAVD 88 DATUM



UTILITY PROFILE

Revisions	Date	Description
1	4/22/20	CITY OF KUNA COMMENTS
2		
3		
4		

**ROCK SOLID CIVIL**  
 Civil Engineering and Land Development Consulting  
 270 North 27th Street, Boise, ID 83702  
 Office Phone: 208-342-3277  
 www.rocksolidcivil.com

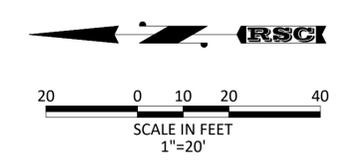
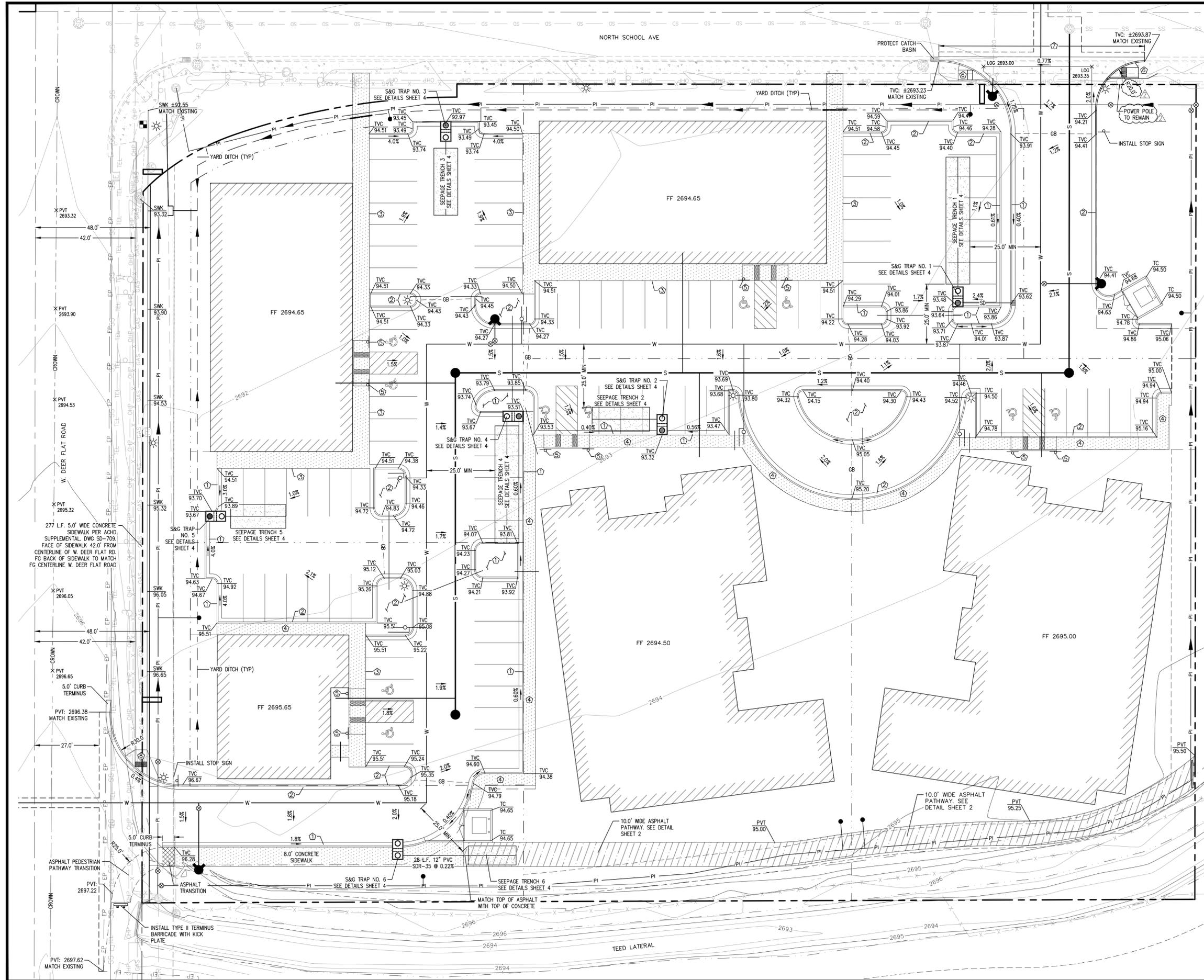
REUSE OF DRAWINGS  
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Project Name: **REDHAWK SQUARE SUBDIVISION**  
 Sheet Name: **UTILITY PLAN / PROFILE**



Project No. RSC 18-35  
 Drawn By: JEC  
 Date: May 27, 2020  
 Sheet No. **8**  
 8 of 10





**KEY NOTES**

- ① INSTALL CURB AND GUTTER, ISPPWC SD-701
- ② INSTALL CURB W/ REVERSE GUTTER PLATE, SEE DETAIL SHEET 2
- ③ THICKENED EDGE SIDEWALK SEE DETAIL SHEET 2
- ④ 5.0' WIDE SIDEWALK, SD-709
- ⑤ ADA PARKING SIGN, SEE DETAIL SHEET 2
- ⑥ PEDESTRIAN RAMP, SD-712C TYPE C4
- ⑦ SAWCUT AND REMOVE (±8) L.F. EXISTING CURB, GUTTER AND SIDEWALK, INSTALL 4.0' WIDE VALLEY GUTTER PER ISPPWC SD-708, NEAT SAWCUT, TYPE "P" SURFACE REPAIR, MATCH EXISTING ROAD SECTION.
- ⑧ PEDESTRIAN RAMP, SD-712C TYPE C3

Revisions	
Date	Description
4/22/20	CITY OF KUNA COMMENTS
5/27/20	REVISED CURB RETURN RADIUS

**ROCK SOLID CIVIL**  
Civil Engineering and Land Development Consulting  
270 North 27th Street, Boise, ID 83702  
Office Phone: 208-342-3277  
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Project Name: **RED HAWK SQUARE SUBDIVISION**  
Sheet Name: **GRADING AND DRAINAGE PLAN**



**Plans Are Accepted For Public Street Construction**

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY: *Michael Alexander* DATE: **5/28/20**  
ADA COUNTY HIGHWAY DISTRICT

Project No. RSC 18-35  
Drawn By: JEC  
Date: May 26, 2020  
Sheet No. **10** of 10



**a. Notifications**

- |                            |   |
|----------------------------|---|
| i. Neighborhood Meeting    | September 16, 2017 (seven (7) persons attended) |
| ii. Agency Comment Request | January 17, 2018                                |
| iii. 300' Property Owners  | June 11, 2018                                   |
| iv. Kuna, Melba Newspaper  | May 23, 2018                                    |
| v. Site Posted             | June 8, 2018                                    |

**B. Applicants Request:****1. Request:**

Applicant, Jay Walker with AllTerra Consulting, on behalf of Kolo, LLC (Owner), requests approval for a rezone of approximately 3.46 acres from R-6 (Med. Dens. Residential) to C-1 (Neighborhood Commercial), and a preliminary plat for the same lands. The applicant proposes to subdivide the parcels into nine (9) buildable lots and 3 common lots. This site is located at the SWC Deer Flat and School Avenue.

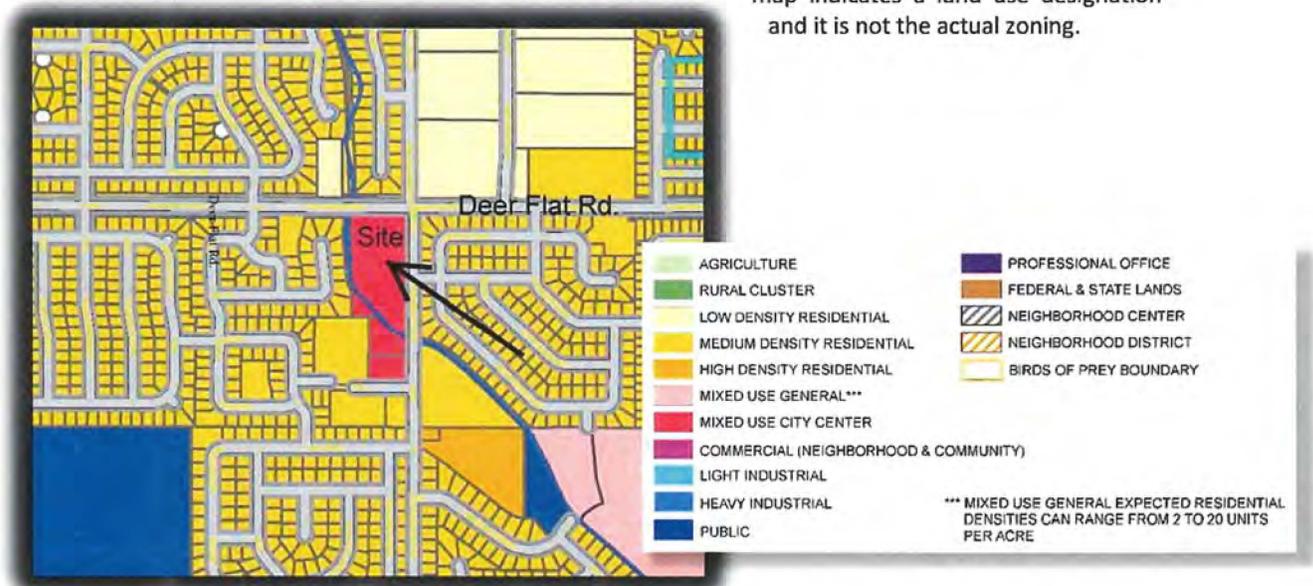
**C. Aerial Map:***©Copyrighted***D. Site History:**

This site was annexed into Kuna in March 2016 and has historically been used for small agricultural purposes and farm property for many years.

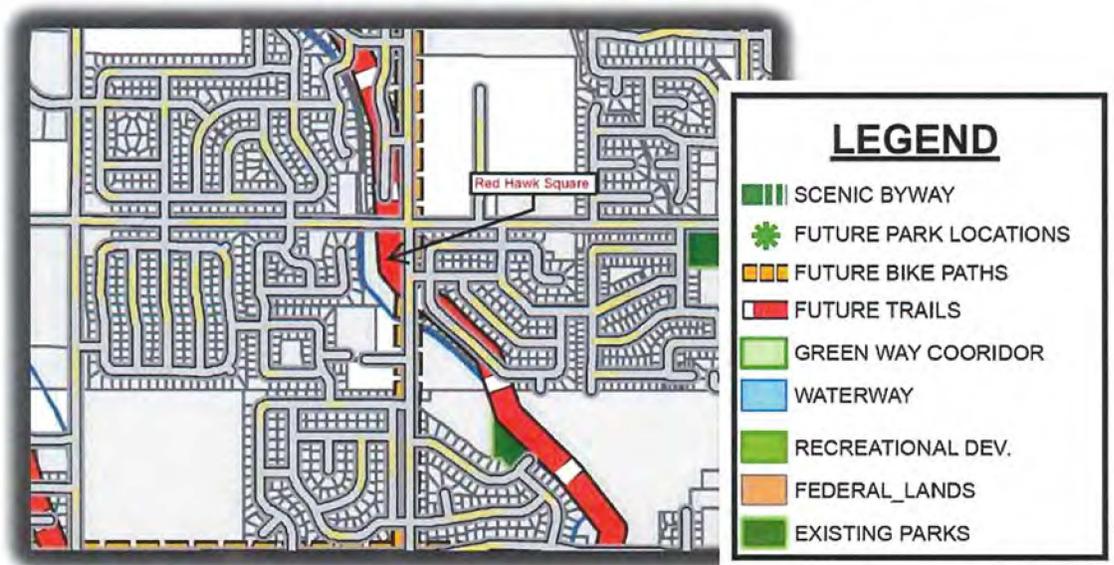
**E. General Projects Facts:**

See Below:

1. **Comprehensive Plan Map:** The Comp Plan Map designation for this site is Mixed-Use. The Future Land Use Map (Comprehensive Plan Map) is intended to serve as a guide for the decision making body for the City. The map indicates a land use designation and it is not the actual zoning.



2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map indicates a future trail within the site. Applicant has proposed open space and landscape treatment next to the existing Teed Lateral. Staff recommends a foot path at least 10 feet in width to provide and maintain the necessary connections.



3. **Surrounding Land Uses:**

North	R-6	Medium Density Residential – Kuna City
South	R-6	Medium Density Residential – Kuna City
East	R-6	Medium Density Residential – Kuna City
West	R-6	Medium Density Residential – Kuna City

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

Parcel Size (Approximately)	Current Zone: (R-6) Medium Density Residential	Parcel Number
3.46 acres	R-6	S1323212410

5. **Services:**

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

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

There are no structures on site. The site has vegetation that is generally associated with an Agricultural field.

7. **Transportation / Connectivity:**

The site is adjacent to Deer Flat Road (north) and School Avenue (east) and has significant frontage on both classified roadways. There are two proposed points of access for the project; one on Deer Flat, and one on School Avenue Road, to align with the adjacent Subdivision entrance – W. White Fang. There is an internal driveway proposed to serve the interior lots.

8. **Environmental Issues:**

Staff is not aware of any environmental issues, health or safety conflicts. The site's topography is generally flat with less than 3 percent slope.

9. **Agency Responses:**

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

- Kuna City Engineer and Public Works *Exhibit B 1*
- Ada County Highway District (ACHD) *Exhibit B 2*
- Boise Project Board of Control *Exhibit B 3*
- Boise Kuna Irrigation District *Exhibit B 4*
- Central Dist. Health Dept. (CDHD) *Exhibit B 5*
- COMPASS *Exhibit B 6*
- Dept. of Environmental Quality (DEQ) *Exhibit B 7*
- Id Transportation Dept. (ITD) *Exhibit B 8*

F. **Staff Analysis:**

In March of 2016 (15-03-AN), this property was annexed into Kuna city limits with an R-6 (Med. Den. Res.) zone. The project touches two classified roads (Deer Flat and School Ave,) and all public utilities are adjacent to the site. The applicant seeks a rezone for this approximately 3.46 acre site from R-6 (Med. Den. Res.) to the C-1 (Neighborhood Commercial) zone and approval for a preliminary plat for the same lands in order to develop the property into nine (9) commercial lots and three common lots.

In following the Comp Plan Map, the applicant proposes to introduce a true mixed-use development to this part of Kuna, through creation of these nine commercial lots. Six of the lots will be for commercial uses, while the remaining three lots will also be commercial in nature, but are proposed as townhouse style multi-family dwellings. The townhome style use, is intended to act as a buffer between the commercial uses and the existing residential uses south on Larry Calhoun's land. *Staff views this request as an infill development.*

Staff has determined this application generally complies, or as conditioned to follow Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case No's 17-08-ZC and 17-12-S, subject to the recommended conditions of approval listed in Section 'O' of this report.

**G. Applicable Standards:**

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

**H. Procedural Background:**

On June 19, 2018, the Council considered Case No's 17-08-ZC and 17-12-S, including the applications, agency comments, staff's report, application exhibits and public testimony presented or given.

**I. Findings of Fact for Council's Consideration:**

Based on the record contained in Case No's 17-08-ZC and 17-12-S, including the exhibits, staff's report and the public testimony at the public hearing, the Council of Kuna, Idaho, hereby *approves* the proposed Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 17-08-ZC, 17-12-S, for the *Red Hawk Square Subdivision*.

*The Council concludes that the application complies with the City of Kuna's Zoning regulations (Title 5) of KCC and/or the Subdivision regulations outlined in titles 5 and 6 of KCC.*

1. In making a decision regarding the Subdivision application, the Council is to consider Idaho Code §67-6535 (2), which states the following:

*The approval or denial of any application required or authorized pursuant to this chapter shall be in writing and accompanied by a reasoned statement that explains the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record.*

In addition, Idaho Code §67-6535(2)(a), provides that:

*Failure to identify the nature of compliance or noncompliance with express approval standards or failure to explain compliance or noncompliance with relevant decision criteria shall be grounds for invalidation of an approved permit or site-specific authorization, or denial of same, on appeal.*

2. The Council has the authority to approve Case No's 17-08-ZC and 17-12-S. At a Council regular meeting on June 19, 2018, Kuna's Council voted to *approve* Case No's 17-08-ZC and 17-12-S.

**Comment:** *On June 19, 2018, Council voted to approve Case No's 17-08-ZC and 17-12-S.*

3. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances to hold a public hearing on June 19, 2018, with the Council.
4. The Kuna Council accepts the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.

**Comment:** *The Council held a public hearing on the subject application on June 19, 2018, to hear from the City staff, the applicant and to accept public testimony. The decision by the Council is based on the application, staff report and public testimony, both oral and written.*

5. Based on the evidence contained in Case No's 17-08-ZC and 17-12-S, this proposal appears to *generally* comply with the Comprehensive Plan and Comp Plan Map as amended.

**Comment:** *The Comp Plan has listed numerous goals for providing commercial uses and variety in housing options in Kuna. The Kuna Planning Map designates this property as Mixed-Uses. As this is a proposed mixed-use so therefore the project follows the goals of the Comp Plan and the Comp Plan Map.*

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

**Comment:** *As noted in the process and noticing sections, notice requirements were met to hold a regular public hearing on June 19, 2018.*

**J. Factual Summary:**

This site is located at the southwest corner (SWC) of Deer Flat and School Avenue. Applicant proposes a rezone from R-6 (Med. Den. Residential) to C-1 (Neighborhood Commercial) for approximately 3.46 acres and a preliminary plat for the same lands, creating a commercial subdivision with nine (9) buildable lots and three (3) common lots. Applicant proposes six common commercial lots and three multi-family dwellings lots, Applicant proposes landscaping for the three common lots. The site will take access from two points, one on Deer Flat Road, and one from School Avenue to line up with W. White Fang Street.

**K. Comprehensive Plan Analysis:**

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

**Community Vision Statement:**

Residents hoped for the creation of business and light commercial use centers within neighborhoods. These centers would include restaurants, gas stations, churches, *multi-family* use facilities, and other mixed-use developments. Citizens anticipated the manufacturing area moving south and eastward between the Union Pacific Railroad Line and Kuna Mora Road (Pg. 21).

**Housing:**

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

**Comment:** *The proposed preliminary plat as proposed follows the community vision and provides a way to achieve the commercial and housing goals as stated and adopted.*

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

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

**Comment:** Utilizing the Idaho Attorney 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 (Pg. 42 – 1.5 and Pg. 43 – 3.1).

**Comment:** The proposed application complies with these elements of the comprehensive plan by providing a non-standard housing type meeting 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 (Pg. 64 – 3.1 & Goal 3 and Pg. 65 – 4.3).

Infill Development:

Encourage infill development of vacant or underutilized land to create greater densities in the core of the City and allow density bonuses as a means to bring about these increased densities (Pg. 76 – 6.2 & Goal 2, Policy 1).

Medium Density Residential:

This designation describes areas where residential development densities generally range from four to eight units per acre. These areas will be made up of single-family homes, but may include townhomes, row houses duplexes and other types of multi-family land uses. Areas featuring these densities are generally located within the City Center and around Neighborhood Centers (Pg. 88).

**Comment:** The proposed preliminary plat requests an C-1 zone, for commercial and residential mixed-uses, conforming to the Comprehensive Plan and Planning Map approved by Council in August of 2015.

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 (Pg. 155 – 1.2, Pg. 163 12.4 and Pg. 165 – 2.1).

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

Infill Development:

Encourage infill housing development to reduce urban sprawl (Objective 2.1 – Policy 5 – Pg. 168)

**Comment:** Applicant proposes medium density residential which will contribute to availability of varied types and home sizes in a logical and orderly manner while providing a quality infill development.

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 creates a sense of place.

Neighborhoods:

Kuna's updated Plan is an advocate for the development of self-sufficient neighborhoods. These neighborhoods are intended to be connected by transit and other non-motorized methods of transportation. Each neighborhood will have a center, a core and an edge. The Neighborhood Center will be the core of the neighborhoods churches, schools, and public facilities. The neighborhood centers will feature denser developments and multi-family residential development (Pg. 179).

**Comment:** Applicant proposes an extension of the sidewalk and roadway system which complies with the Master Street Plan adopted by Kuna. Applicant also proposes connections to future neighborhoods by adding pathways and sidewalks for pedestrian and non-motorized transportation. Applicant proposes a variety of housing densities thereby complying with approved land use designation outlined within the Comp Plan and Planning Map.

#### L. Kuna City Code Analysis:

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

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

2. The site is physically suitable for the rezone and a C-1 commercial subdivision.

**Comment:** The 3.46 acre (approximate) project includes a request for a rezone from R-6 (Medium Density) to C-1 (Neighborhood commercial). The site appears to be compatible with the proposal.

3. The Rezone and Subdivision uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

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

4. The Rezone and Subdivision proposals are not likely to cause adverse public health problems.

**Comment:** The proposed Rezone and Subdivision for the property follows all Kuna City Codes. The proposed development requires connection to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.

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

6. **Comment:** The Council did consider the location of the property and adjacent uses. The subject property is in Kuna City and will be connected to the Kuna City central sewer and potable and pressure irrigation water systems. The current adjacent uses are both farms and residential uses and are adjacent to an arterial and collector road.

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

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

**M. Conclusions of Law:**

1. Based on the evidence contained in Case No's 17-08-ZC and 17-12-S, Kuna's Council finds Case 17-08-ZC and 17-12-S generally comply with Kuna City Code.
2. Based on the evidence contained in Case No's 17-08-ZC and 17-12-S, Council finds Case No's 17-08-ZC and 17-12-S are generally consistent with Kuna's Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

**N. Recommendation to Council:**

Based on the facts outlined in staff's report and the public testimony during the public hearing with the Planning and Zoning Commission of Kuna, Idaho, the Commission hereby recommends *approval* to Council for Case No's 17-08-ZC and 17-12-S, a subdivision preliminary plat request Jay Walker (AllTerra Consulting) on behalf of Kolo, LLC, with the following conditions of approval:

- Applicant shall follow the conditions as stated in the staff report,
- Applicant shall work with J&M Sanitation to provide the correct placement of trash enclosure, as well as the materials preferred by the city, CMU and the steel gate,
- Applicant shall work with staff to provide the required break up in the number of parking stalls with landscape islands,
- Applicant shall install pathway along the teed canal.

**O. Order of Decision of the City Council:**

Based on the facts outlined in staff's report and the public testimony during the public hearing with the Council of Kuna, Idaho, the Council hereby *approves* Case No's 17-08-ZC and 17-12-S, a subdivision preliminary plat request Jay Walker (AllTerra Consulting) on behalf of Kolo, LLC, 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-Kuna* Irrigation District shall approval any modifications to the existing irrigation system.
  - e. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may commence without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
  - 2.1- At time of development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.
3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.

5. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
6. All street lighting within and for the site shall be LED lighting and must comply with Kuna City Code.
7. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
8. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted). Perimeter fencing (and permit) is required prior to requesting final plat signatures from Kuna City Clerk and Engineer.
9. All signage within/for the project shall comply with Kuna City Code.
10. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
11. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
12. Applicant will place a 10' paved walking trail along the Teed Lateral.
13. Applicant will follow staff, City engineers and other agency recommended requirements as applicable.
14. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED this 3<sup>rd</sup>, day of July, 2018,

*Briana Buban-Vonder Haar*  
 Briana Buban-Vonder Haar, Acting Mayor  
 Pursuant to Idaho Code 50-608

ATTEST:

*Chris Engels*  
 Chris Engels  
 Kuna City Clerk





## City of Kuna

### P & Z Findings of Fact & Conclusions of Law

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

To: **P & Z Commission**

File Numbers: **17-08-ZC (Rezone), 17-12-S (Subdivision), & 18-09-DRC (Sub. Design Review).**

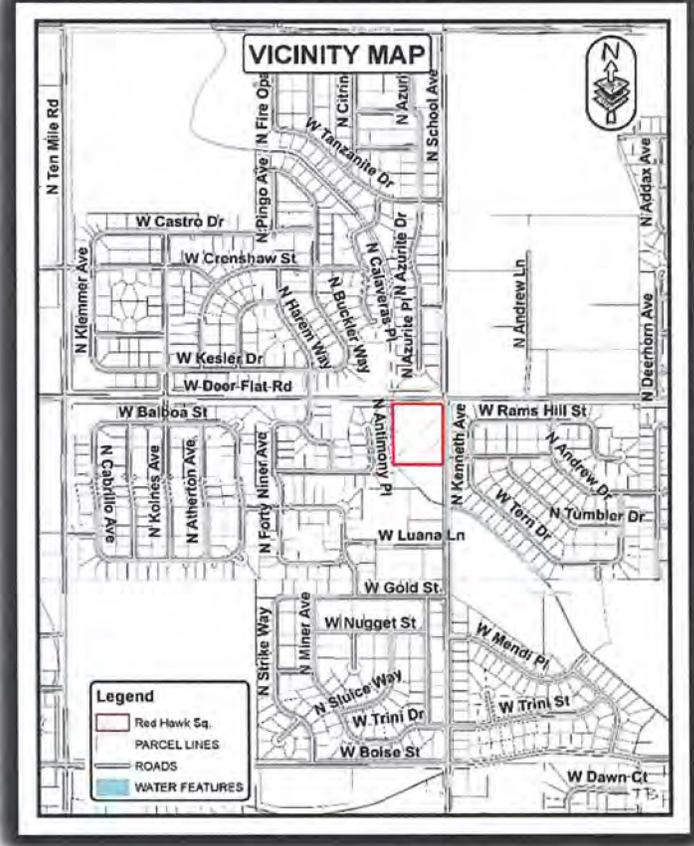
Location: **SWC of Deer Flat and School Avenue, Kuna.**

Planner: **Troy Behunin, Planner III**

Hearing date: **March 13, 2018 (tabled)**  
Tabled Until: **March 27, 2018**  
**Findings of Fact: April 10, 2018**

Owner: **Kolo, LLC**  
Logan Patten  
P.O. Box 412  
Kuna, ID 83634  
208.880.9546  
[logan@libinc.net](mailto:logan@libinc.net)

Representative: **AllTerra Consulting**  
Jay Walker  
849 E. State St.  
Eagle, ID 83616  
208.484.4479  
[jwalker@allterraconsulting.com](mailto:jwalker@allterraconsulting.com)



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| A. Process and Noticing  | I. Findings of Fact for Council                 |
| B. Applicants Request    | J. Factual Summary                              |
| C. Aerial map            | K. Comprehensive Plan Analysis                  |
| D. Site History          | L. Kuna City Code Analysis                      |
| E. General Project Facts | M. Conclusions of Law                           |
| F. Staff Analysis        | N. Recommendation of Commission to City Council |
| G. Applicable Standards  |   |
| H. Procedural Background |   |

#### A. Process and Noticing:

1. Kuna City Code 1-14-3 (KCC), Title 1, Chapter 14, Section 3, states that rezones and preliminary plat's for subdivision's are designated as public hearings, with the City Council as the decision making body, and Commission as the decision making body for Subdivision landscape design review. This land use

application was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65 Local Planning Act.

**a. Notifications**

- |                            |   |
|----------------------------|---|
| i. Neighborhood Meeting    | September 16, 2017 (seven (7) persons attended) |
| ii. Agency Comment Request | January 17, 2018                                |
| iii. 300' Property Owners  | March 2, 2018                                   |
|                            | <i>Courtesy Notice</i> March 22, 2018           |
| iv. Kuna, Melba Newspaper  | February 7, 2018                                |
| v. Site Posted             | March 1, 2018                                   |

**B. Applicants Request:**

**1. Request:**

Applicant, Jay Walker with AllTerra Consulting, on behalf of Kolo, LLC (Owner), requests approval for a rezone of approximately 3.46 acres from R-6 (Med. Dens. Residential) to C-1 (Neighborhood Commercial), and a preliminary plat for the same lands. The applicant proposes to subdivide the parcels into nine (9) buildable lots and 3 common lots. Applicant is also seeking Subdivision landscaping Design Review approval. This site is located at the SWC Deer Flat and School Avenue.

**C. Aerial Map:**



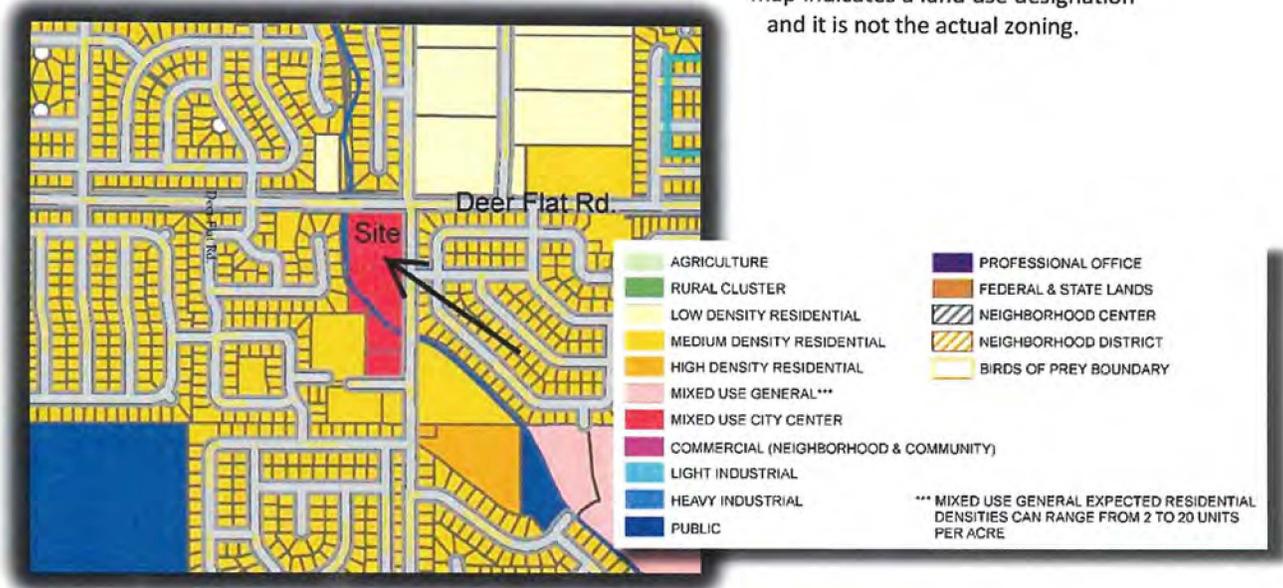
*©Copyrighted*

D. **Site History:**

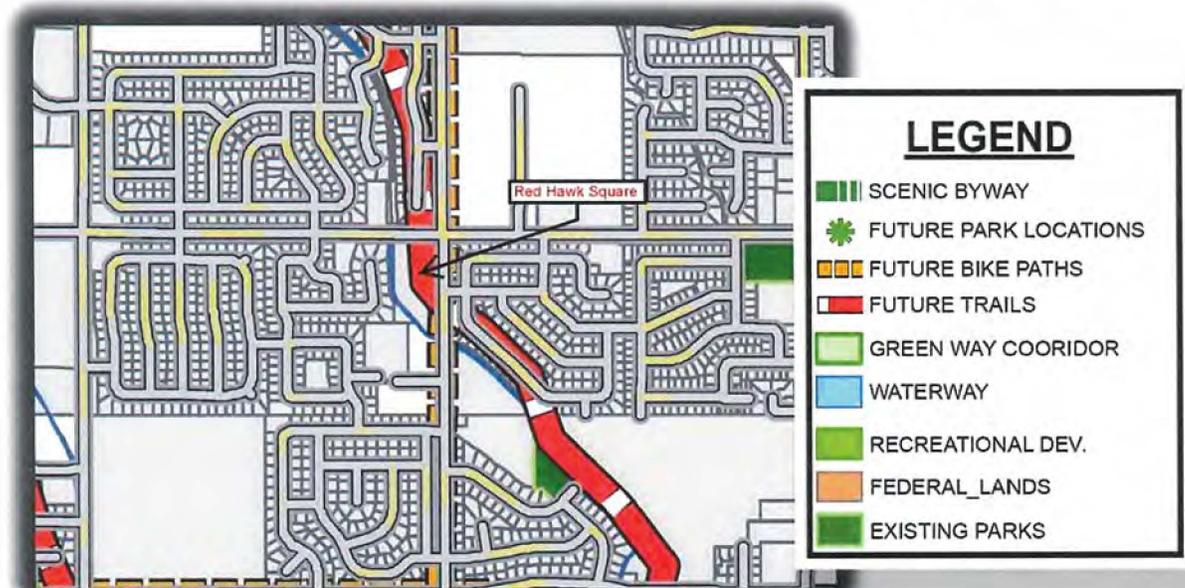
This site was annexed into Kuna in March 2016 and has historically been used for small agricultural purposes and farm property for many years.

E. **General Projects Facts:**

1. **Comprehensive Plan Map:** The Comp Plan Map designation for this site is Mixed-Use. The Future Land Use Map (Comprehensive Plan Map) is intended to serve as a guide for the decision making body for the City. This map indicates a land use designation and it is not the actual zoning.



2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map indicates a future trail within the site. Applicant has proposed open space and landscape treatment next to the existing Teed Lateral. Staff recommends a foot path at least 10 feet in width to provide and maintain the necessary connections.



3. **Surrounding Land Uses:**

North	R-6	Medium Density Residential – Kuna City
South	R-6	Medium Density Residential – Kuna City
East	R-6	Medium Density Residential – Kuna City
West	R-6	Medium Density Residential – Kuna City

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

Parcel Size (Approximately)	Current Zone: (R-6) Medium Density Residential	Parcel Number
3.46 acres	R-6	S1323212410

5. **Services:**

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

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

There are no structures on site. The site has vegetation that is generally associated with an Agricultural field.

7. **Transportation / Connectivity:**

The site is adjacent to Deer Flat Road (north) and School Avenue (east) and has significant frontage on both classified roadways. There are two proposed points of access for the project; one on Deer Flat, and one on School Avenue Road, to align with the adjacent Subdivision entrance – W. White Fang. There is an internal driveway proposed to serve the interior lots.

8. **Environmental Issues:**

Staff is not aware of any environmental issues, health or safety conflicts. The site’s topography is generally flat with less than 3 percent slope.

9. **Agency Responses:**

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

- Kuna City Engineer and Public Works *Exhibit B 1*
- Ada County Highway District (ACHD) *Exhibit B 2*
- Boise Project Board of Control *Exhibit B 3*
- Boise Kuna Irrigation District *Exhibit B 4*
- Central Dist. Health Dept. (CDHD) *Exhibit B 5*
- COMPASS *Exhibit B 6*
- Dept. of Environmental Quality (DEQ) *Exhibit B 7*
- Id Transportation Dept. (ITD) *Exhibit B 8*

F. **Staff Analysis:**

In March of 2016 (15-03-AN), this property was annexed into Kuna city limits with an R-6 (Med. Den. Res.) zone. The project touches two classified roads (Deer Flat and School Ave,) and all public utilities are adjacent to the site. The applicant seeks a rezone for this approximately 3.46 acre site from R-6 (Med. Den. Res.) to the C-1 (Neighborhood Commercial) zone and approval for a preliminary plat for the same lands in order to develop the property into nine (9) commercial lots and three common lots. This application includes a request

for design review approval for the subdivision landscaping to include the buffers along the road frontages and along the Teed Lat.

In Following the Comp Plan Map, the applicant proposes to introduce a true mixed-use development to this part of Kuna, through creation of these nine commercial lots. Six of the lots will be for common commercial uses, while the remaining three lots will also be commercial in nature, but are proposed as townhome style multi-family dwellings. The townhome style use, is intended to act as a buffer between the common commercial uses and the existing residential uses south of the property on the Larry Calhoun land. Staff views this quite similar to an infill development.

Staff has reviewed the landscape element of this application. The applicant has stated it is in compliance with KCC (Kuna City Code) 5-17-18. However, staff finds that the appropriate landscape treatment shall be consistent with KCC 5-17-13-B-3 and 4. Staff finds the landscape buffer width along Deer Flat to be consistent with KCC. However, staff finds the landscape buffer width along School Avenue is proposed at 10 feet when KCC 17-13-B-4 calls for a width of 20 feet minimum. Staff will leave it to the design review committee to determine the minimum width, given the site constraints and other design requirements. Staff also noted that the Landscape plan (Sheet L1.0) shows more than the allowed (14) stalls together without a landscape island (east side of the proposed drive-thru, 750 SF building). Staff also notes that the parking lot islands do not indicate any use of landscaping. Staff recommends that the applicant submit a landscape plan for staff approval (Stamped approval), based on the decision of the Design Review Committee.

Staff has determined this application generally complies, or as conditioned to follow Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case No's 17-08-ZC, 17-12-S, and 18-09-DR, subject to the recommended conditions of approval listed in Section 'N' of this report.

#### **G. Applicable Standards:**

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

#### **H. Proposed Procedural Background:**

On March 27, 2018, the Commission will consider Case 17-08-ZC, 17-12-S, and 18-09-DR, including the applications, agency comments, staff's report, application exhibits and public testimony presented or given.

#### **I. Findings of Fact for Commissions Consideration:**

Based on the record contained in Case No's 17-08-ZC, 17-12-S, and 18-09-DR, including the exhibits, staff's report and the public testimony at the public hearing, the Commission of Kuna, Idaho, hereby recommends **approval** the proposed Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 17-08-ZC, 17-12-S, and hereby **approves** 18-09-DR, for *Red Hawk Square Subdivision*.

*The Commission concludes that the Application **does** comply with the City of Kuna's Zoning regulations (Title 5) of KCC and/or the Subdivision and Design Review regulations outlined in titles 5 and 6 of KCC.*

1. In making a decision regarding the Subdivision application, the Council is to consider Idaho Code §67-6535 (2), which states the following:  
*The approval or denial of any application required or authorized pursuant to this chapter shall be in writing and accompanied by a reasoned statement that explains the criteria and standards considered*

relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record.

In addition, Idaho Code §67-6535(2)(a), provides that:

*Failure to identify the nature of compliance or noncompliance with express approval standards or failure to explain compliance or noncompliance with relevant decision criteria shall be grounds for invalidation of an approved permit or site-specific authorization, or denial of same, on appeal.*

2. The Commission has the authority to recommend approval or denial for Case No's 17-08-ZC, 17-12-S, and the authority to **approve** Case No. 18-09-DR. On March 27, 2018, Kuna's Commission voted to recommend **approval** of Case No's 17-08-ZC, 17-12-S, and voted to **approve / deny** 18-09-DR.

**Comment:** On March 27, 2018, Commission will vote to recommend **approval** of Case No's 17-08-ZC, 17-12-S, and voted to **approve** Case No. 18-09-DR.

3. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances to hold a public hearing on March 27, 2018, with the Commission.
4. The Kuna Commission accepts the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.

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

5. Based on the evidence contained in Case No's 17-08-ZC, 17-12-S, and 18-09-DR, this proposal appears to generally comply with the Comprehensive Plan and Comp Plan Map as amended.

**Comment:** The Comp Plan has listed numerous goals for providing commercial uses and variety in housing options in Kuna. The Kuna Planning Map designates this property as Mixed-Uses. As this is a proposed mixed-use so therefore the project follows the goals of the Comp Plan and the Comp Plan Map.

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

**Comment:** As noted in the process and noticing sections, notice requirements were met to hold a public hearing on March 13, 2018, however, it was tabled due to a lack of a final ACHD report, and was tabled properly.

#### J. **Factual Summary:**

This site is located at the southwest corner (SWC) of Deer Flat and School Avenue. Applicant proposes a rezone from R-6 (Med. Den. Residential) to C-1 (Neighborhood Commercial) for approximately 3.46 acres and a preliminary plat for the same lands, creating a commercial subdivision with nine (9) buildable lots and three (3) common lots. Applicant proposes six common commercial lots and three multi-family dwellings lots. Applicant proposes a Subdivision landscaping for the three common lots. The site will take access from two points, one on Deer Flat Road, and one from School Avenue to line up with W. White Fang Street.

#### K. **Comprehensive Plan Analysis:**

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

The designation of Mixed-Use shown on the Planning Map (See Adjacent Map) for this parcel was approved by Council. The proposed preliminary plat for the site is consistent with the following Comprehensive Plan components:

Community Vision Statement:

Residents hoped for the creation of business and light commercial use centers within neighborhoods. These centers would include restaurants, gas stations, churches, *multi-family* use facilities, and other mixed-use developments. Citizens anticipated the manufacturing area moving south and eastward between the Union Pacific Railroad Line and Kuna Mora Road (Page 21).

Housing:

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

**Comment:** *The proposed preliminary plat as proposed follows the community vision and provides a way to achieve the commercial and housing goals as stated and adopted.*

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

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

**Comment:** *Utilizing the Idaho Attorney 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 (Pg. 42 – 1.5 and Pg. 43 – 3.1).

**Comment:** *The proposed application complies with these elements of the comprehensive plan by providing a non-standard housing type meeting 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 (Pg. 64 – 3.1 & Goal 3 and Pg. 65 – 4.3).

Medium Density Residential:

*This designation describes areas where residential development densities generally range from four to eight units per acre. These areas will be made up of single-family homes, but may include townhomes, row houses duplexes and other types of multi-family land uses. Areas featuring these densities are generally located within the City Center and around Neighborhood Centers (Page 88).*

**Comment:** *The proposed preliminary plat requests an C-1 zone, for commercial and residential mixed-uses, conforming to the Comprehensive Plan and Planning Map approved by Council in August of 2015.*

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 (Pg. 155 – 1.2, Pg. 163 12.4 and Pg. 165 – 2.1).

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

**Comment:** *Applicant proposes medium density residential which will contribute to availability of varied types and home sizes in a logical and orderly manner while providing a quality development.*

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 creates a sense of place.

Neighborhoods:

Kuna's updated Plan is an advocate for the development of self-sufficient neighborhoods. These neighborhoods are intended to be connected by transit and other non-motorized methods of transportation. Each neighborhood will have a center, a core and an edge. The Neighborhood Center will be the core of the neighborhoods churches, schools, and public facilities. The neighborhood centers will feature denser developments and multi-family residential development (Page 179).

**Comment:** *Applicant proposes an extension of the sidewalk and roadway system which complies with the Master Street Plan adopted by Kuna. Applicant also proposes connections to future neighborhoods by adding pathways and sidewalks for pedestrian and non-motorized transportation. Applicant proposes a variety of housing densities thereby complying with approved land use designation outlined within the Comp Plan and Planning Map.*

**L. Kuna City Code Analysis:**

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

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

2. The site is physically suitable for the rezone and a C-1 commercial subdivision.

**Comment:** *The 3.46 acre (approximate) project includes a request for a rezone from R-6 (Medium Density) to C-1 (Neighborhood commercial). The site appears to be compatible with the proposal.*

3. The Rezone and Subdivision uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

**Comment:** *The land to be rezoned and subdivided is not used as wildlife habitat. Roads, driveways, family*

*units and open spaces are planned for construction according the City requirements and best practices and will therefore not cause environmental damage or loss of habitat.*

4. The Rezone and Subdivision proposals are not likely to cause adverse public health problems.

**Comment:** *The proposed Rezone and Subdivision for the property follows all Kuna City Codes. The proposed development requires connection to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

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

6.

**Comment:** *The Commission did consider the location of the property and adjacent uses. The subject property is in Kuna City and will be connected to the Kuna City central sewer and potable and pressure irrigation water systems. The current adjacent uses are both farms and residential uses and are adjacent to an arterial and collector road.*

7. 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 streets and utility services are suitable and adequate for the residential project.*

#### **M. Conclusions of Law:**

1. Based on the evidence contained in Case No's 17-08-ZC, 17-12-S and 18-09-DR, Commission finds Case 17-08-ZC and 17-12-S generally comply with Kuna City Code, and 18-09-DR should be conditioned to comply with Kuna City Code.
2. Based on the evidence contained in Case No's 17-08-ZC, 17-12-S and 18-09-DR, Commission finds Case No's 17-08-ZC, 17-12-S and 18-09-DR are generally consistent with Kuna's Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

#### **N. Recommendation of the Commission to City Council:**

**17-08-ZC (Rezone), Note:** *This proposed motion is to recommend approval, conditional approval, or denial for this request to City Council. If the Commission wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.*

**17-12-Sub (Subdivision), Note:** *This proposed motion is to recommend approval, conditional approval, or denial for this request to City Council. If the Commission wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.*

**18-09-DRC (Design Review), Note:** *The proposed motion is to approve or deny the design review request. If the Planning and Zoning Commission wishes to approve or deny specific parts of the requests as detailed in the report, those changes must be specified.*

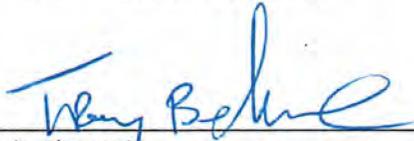
Based on the facts outlined in staff's report and the public testimony during the public hearing by the Planning and Zoning Commission of Kuna, Idaho, the Commission hereby recommends **approval** to City Council for Case No's 17-08-ZC, 17-12-S, and **approves** Case No. 18-09-DRC, a subdivision preliminary plat request Jay Walker (AllTerra Consulting) on behalf of Kolo, LLC, with the following conditions of approval:

- Applicant shall follow the conditions as stated in the staff report,
  - Applicant shall work with J&M Sanitation to provide the correct placement of trash enclosure, as well as the materials preferred by the city, CMU and the steel gate,
  - Applicant shall work with staff to provide the required break up in the number of parking stalls with landscape islands,
  - Applicant shall install pathway along the teed canal.
1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
    - a. The City Engineer shall approve the sewer hook-ups.
    - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
    - c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
    - d. The Boise-Kuna Irrigation District shall approval any modifications to the existing irrigation system.
    - e. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
  2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may commence without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
    - 2.1- At time of development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.
  3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
  4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
  5. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
  6. All street lighting within and for the site shall be LED lighting and must comply with Kuna City Code.
  7. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise),
  8. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted). Perimeter fencing (and permit) is required prior to requesting final plat signatures from Kuna City Clerk and Engineer.
  9. All signage within/for the project shall comply with Kuna City Code.
  10. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
  11. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
  12. Staff recommends a 10' paved walking trail along the Teed Lateral.

- 13. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
- 14. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED this 10<sup>th</sup>, day of April, 2018,

ATTEST:

  
 Troy Behunin, Planner III,  
 Kuna Planning and Zoning Department



Lee Young, Chairman  
 Kuna Planning and Zoning Commission

AFTER RECORDING MAIL TO:

ADA COUNTY RECORDER Phil McGrane  
BOISE IDAHO Pgs=3 CHE FOWLER  
FIRST AMERICAN TITLE AND ESCROW COMPANY

**2020-025062**  
**03/02/2020 01:00 PM**  
\$15.00

NSDF 3.5 LLC, an Idaho limited liability company  
2541 E. Gala Street, Suite 310  
Meridian, ID 83642

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

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## WARRANTY DEED

File No.: 4101-3368014 (RR)

Date: **February 27, 2020**

For Value Received, **Redhawk 1212, LLC, an Idaho limited liability company**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **NSDF 3.5 LLC, an Idaho limited liability company**, hereinafter referred to as Grantee, whose current address is **2541 E. Gala Street, Suite 310, Meridian, ID 83642**, the following described premises, situated in **Ada County, Idaho**, to wit:

**LEGAL DESCRIPTION:** Real property in the County of Ada, State of Idaho, described as follows:

**See attached Exhibit "A"**

APN: **S1323212410**

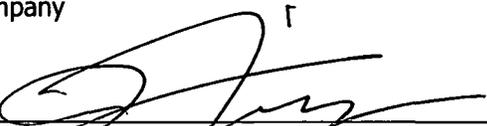
TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

APN: S1323212410

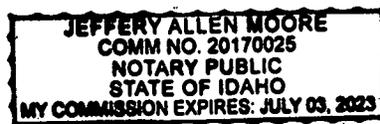
Warranty Deed  
- continued

File No.: 4101-3368014 (RR)  
Date: 02/27/2020

Redhawk 1212, LLC, an Idaho limited liability company

By:   
Name: Jonathan Fink  
Title: Manager

STATE OF Idaho )  
                  ) ss.  
COUNTY OF Ada )



On this 27<sup>th</sup> February, 2020, before me, the undersigned Notary Public, in and for said State, personally appeared **Jonathan Fink**, known or identified to me to be the person whose name is subscribed to the within Instrument as the **Manager of RedHawk 1212, LLC, an Idaho limited liability company**, which is known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in said limited liability company's name.

  
\_\_\_\_\_  
Signature of Notary Public  
Residing at: Meridian, ID  
My Commission Expires: July 03, 2023

**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Ada, State of Idaho, described as follows:

This parcel is a portion of the Northeast quarter of the Northwest quarter of Section 23 in Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho and is more particularly described as follows:

Commencing at the northeast corner of the Northeast quarter of the Northwest quarter (North one quarter corner, Section 23), a found brass cap monument; thence  
South 00°22'07" East along the east boundary of the Northeast quarter of the Northwest quarter a distance of 61.98 feet; thence  
South 89°37'53" West a distance of 30 feet to the TRUE POINT OF BEGINNING, said point being on the west right of way for School Street, a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352; thence  
South 00°22'07" East parallel with the east boundary of the Northeast quarter of the Northwest quarter and along the west right of way of School Street a distance of 423.00 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352; thence  
South 89°40'18" West a distance of 339.88 feet to a point on the east boundary of Goldcreek Subdivision No. 2 as shown on the official plat in the office of the Recorder for Ada County, Idaho, a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352; thence  
North 01°07'22" West along said east boundary a distance of 440.04 feet to a point on the south right of way of Deer Flat Road witnessed by a found 1/2 inch diameter rebar bearing South 01°07'22" East a distance of 23.00 feet; thence  
North 89°40'18" East along said south right of way a distance of 328.67 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352; thence  
South 45°20'49" East a distance of 24.05 feet to the TRUE POINT OF BEGINNING.



August 21, 2020

Troy Behunin  
Planner III  
Kuna Planning & Zoning Department  
751 w. 4<sup>th</sup> Street  
Kuna, ID 83634  
Phone: (208) 387-7729  
[Tbehunin@kunaid.gov](mailto:Tbehunin@kunaid.gov)

Re: Redhawk Square 3.47ac Development: Statement of Conformance (meeting all requirements/conditions – Prel Plat & engineering practices and local standards)

Troy,

We have appreciated working with you and staff over the past in the development of Redhawk Square. Your continual help and attention in the entitlement application & construction process with the City of Kuna is appreciated. This letter serves as statement of conformance meeting all City requirements/conditions including preliminary plat, approved engineering drawings, and landscape design requirements per practices, as well as, local standards of the City of Kuna for the approval/signage of the final plat.

NSDF 3.5, LLC, owns the approx. 3.47 acres on parcel #S1323212410 in Kuna, Idaho 83634, and desires to final plat this completed construction effort. According to the Facts, Findings and Conclusions of Law provided by City Staff and Council, this project has been annexed, split, rezoned and subdivided accordingly. The preliminary plat, design & construction, and final plat are consistent with the City's Comprehensive Plan mixing well with the surrounding land uses. The constructed site and plat include the designed, approved, and constructed recreational pathway. Redhawk Square provides complimentary mixed uses for the residents. All improvements are within the City standards, specifications and requirements follow the approved/stamped plans. As the City of Kuna grows, improvements were made to help facilitate and accommodate this growth.

The lots are accessed by Deer Flat Rd and N. School Ave, ingress/egress access improved per design and approval of ACHD. The Deer Flat Rd right-in/right-out access is appropriately spaced from the intersection 345' west per ACHD's requirements and their final walk-through sign-off. The N School Ave full access aligned with W. White Fang St also per ACHD's requirements and conditions of approval. The remaining residential and common lots are accessed by continued, extended construction of internal circulation driveways and private roads with shared access and parking easements with adequate parking to meet City requirements. Sewer, water, storm drain, pressurized irrigation and all dry utilities are installed per approved, stamped plans – record drawings are being provided to the City. Through annexation, the surface water rights appurtenant to the property were transferred or are being transferred to KMID. Health District is signing off and were provided the "will serve" letter from Kuna's engineering department accompanying the engineering report and shallow well injection reports. Fire Department is reviewing the site in the coming week verifying compliance and accuracy per approved, stamped plan. Public rights-of-way were dedicated through deed or will be provided with recording of

the final plat. Street lighting is installed per plan and approved lighting plat for both ACHD and internal requirements. Signing and striping is per approved plan as well as landscaping with fencing.

The Redhawk Square Subdivision with its owners, developers, consultants and contractors fully comply with all conditions of development as approve by the City Council and other agency departments and construction of the proposed development has reached completion. NSDF 3.5, LLC, as well as, their development team have used the best engineering, architectural, and construction practices in creating a subdivision that enhances this parcel of land and the community, as well as, City of Kuna. We are happy to present Redhawk Square to the City of Kuna. Thank you again for your attention to this matter and review of our submitted final plat application.



Jay Walker, Principal  
AllTerra Consulting, LLC

*RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:*

NSDF 3.5, LLC  
2667 E. Gala Court, Suite 120  
Meridian, ID 83642

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(Space Above For Recorder's Use)

DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, AND  
EASEMENTS FOR  
**REDHAWK SQUARE SUBDIVISION**  
KUNA, IDAHO



**DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS  
FOR REDHAWK SQUARE SUBDIVISION**

This Declaration of Covenants, Conditions, Restrictions, and Easements for Redhawk Square Subdivision (this “**Declaration**”) is made effective as of this 10 day of August 2020, (the “**Effective Date**”) by NSDF 3.5 LLC, an Idaho limited liability company, its successors and/or assigns (“**Grantor**”). Capitalized terms not otherwise defined in the text of this Declaration are defined in Article 1.

Grantor owns those certain commercial and common area lots legally described as follows (collectively, the “**Commercial Development**”):

Lots 1 through 6 in Block 1, of the Redhawk Square Subdivision, according to the Plat.

Grantor desires to execute and record this Declaration to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes that will apply to the Commercial Development, which are for the purpose of protecting, enhancing, and preserving the value, amenities, desirability, and attractiveness of the Commercial Development and to ensure a well-integrated, high quality development.

NOW, THEREFORE, Grantor hereby declares that the Commercial Development, and each Lot or portion therein, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved in accordance with this Declaration, which is hereby declared to be in furtherance of the general purpose of protecting, enhancing, and preserving the value, amenities, desirability, and attractiveness of the Commercial Development and to ensure a well-integrated, high quality development. This Declaration shall (a) run with the land and shall be binding upon any person or entity having or acquiring any right, title or interest in any lot, parcel or portion of the Commercial Development; (b) inure to the benefit of every Lot or portion of the Commercial Development; and (c) inure to the benefit of and be binding upon Grantor and each Owner having or holding an interest in any Lot or portion of the Commercial Development, and their successors-in-interest.

**ARTICLE 1  
DEFINITIONS**

“**Articles**” mean the Articles of Incorporation of the Association.

“**Assessments**” mean the Regular Assessments, Special Assessments, and Limited Assessments, and together with any late charges, interest, and costs incurred in collecting the same, including without limitation attorneys’ fees.

“**Association**” means the Redhawk Square Commercial Owners Association, Inc., an Idaho nonprofit corporation.

“**Board**” means the Board of Directors of the Association.

**“Bound Party”** shall have the meaning set forth in Section 9.1.

**“Building Envelope”** means the area within a Lot where a residential structure and accessory structures may be located, always subject to the Committee’s approval. Unless otherwise designated by Grantor, the Building Envelope shall be that portion of the Lot not located within easements or setback required by this Declaration or applicable law.

**“Bylaws”** mean the Bylaws of the Association.

**“Claims”** shall have the meaning set forth in Section 9.1.

**“Committee”** means the Architectural Review Committee identified in Section 4.1.

**“Common Area”** means (a) Lot 1 of the Redhawk Square Subdivision, according to the Plat; (b) any real or personal property held by or for the benefit of the Association, including storage facilities, and open spaces (including pathways, greenbelts, and other areas that may also be open to the public and/or to owners and users of an adjacent Commercial Development); and (c) any lease, license, use rights, or agreement rights for amenities or facilities held by the Association from time-to-time.

**“Commercial Development”** shall have the meaning set forth in the first recital.

**“Commercial Development Documents”** shall mean this Declaration, the Articles, the Bylaws, the Commercial Development Rules, the Design Requirements, 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 Commercial Development Documents, this Declaration shall control.

**“Commercial Development Rules”** shall have the meaning set forth in Section 2.6.1.

**“Commercial Lot”** shall mean, individually or collectively as the context may require, Lots 2 through 6 of the Plat.

**“Commercial/Office Use”** shall have the meaning set forth in Section 3.1.

**“Declaration”** means this Declaration of Covenants, Conditions, Restrictions and Easements for the Redhawk Square Subdivision.

**“Design Requirements”** has the meaning set forth in Section 4.2.

**“Expenses”** shall have the meaning set forth in Section 5.2.

**“Fine”** shall mean a sum imposed by the Board as punishment for any violation of the Commercial Development Documents. A Fine shall not include any sums to be recovered as reimbursement for expenses incurred to cure or remedy any violation of the Commercial Development Documents.

**“Grantor”** shall have the meaning set forth in the introductory paragraph of this Declaration.

**“Initial Development Period”** shall have the meaning set forth in Section 10.1.

**“Improvement”** shall mean any structure, facility, system, or object, whether permanent or temporary, which is installed, constructed, placed upon or allowed on, under, or over any portion of the Commercial Development, including residential structures, accessory buildings, club houses, pump or lift

stations, fences, streets, drives, driveways, parking areas, sidewalks, pathways, bridges, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, vegetation, rocks, signs, lights, mailboxes, electrical lines, pipes, pumps, ditches, recreational facilities, grading, road construction, utility improvements, trees, and the Irrigation System or any part thereof.

**“Irrigation System”** means the system, if any, for delivering irrigation water to the Commercial Development or neighboring properties that exists separate and apart from the potable water system, as further described in Sections 2.6.5 and 3.11 hereof. The Irrigation System includes the pipes, lines, sprinklers, boxes, controls, and other related equipment on any Lot, such as the same are maintained by the Association.

**“Landscape Care Standards”** shall have the meaning set forth in Section 2.6.4.

**“Limited Assessment”** shall mean a charge against a particular Owner for an expense directly attributable to such 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 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.

**“Lot”** shall mean, individually or collectively as the context may require, any of Lot 1 through Lot 6 of Block 1 as depicted on the Plat. For voting, membership, and Assessment purposes herein, the term Lot shall not include any real property owned by the Association as Common Area.

**“Mortgage”** shall mean any mortgage, deed of trust, or other document pledging any portion of the Commercial Development or interest therein as security for the payment of a debt or obligation.

**“Occupant”** means any resident or occupant of a Lot.

**“Owner”** means the record owner, whether one or more persons or entities, holding fee simple interest of record to a Lot, and buyers under executory contracts of sale, but excluding those persons or entities having such interest merely as security for the performance of an obligation, unless and until such person or entity has acquired fee simple title pursuant to foreclosure or other proceedings.

**“Plat”** shall mean the plat for the Redhawk Square Subdivision covering any portion of the Commercial Development as recorded in the Ada County Recorder’s Office.

**“Regular Assessment”** shall mean 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.

**“Shared Area”** has the meaning set forth in Section 8.3.

**“Shared Area Users”** has the meaning set forth in Section 8.3.

**“Shared Driveway”** has the meaning set forth in Section 8.1.

**“Shared Driveway Users”** has the meaning set forth in Section 8.1.

**“Shared Pathways”** has the meaning set forth in Section 8.2.

“Shared Pathway Users” has the meaning set forth in Section 8.2.

“Special Assessment” shall mean 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 2

### REDHAWK SQUARE COMMERCIAL OWNERS ASSOCIATION

**2.1 Organization of the Association.** Grantor has organized the Association to manage the business and affairs of the Commercial Development in accordance with applicable law and the Commercial Development Documents.

**2.2 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. Membership in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of the Lot that such membership is appurtenant to. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

**2.3 Membership Meetings; Voting.** The Association shall hold an annual member’s meeting and periodic special meetings as set forth in the Bylaws. Each Owner shall be entitled to one vote as a member in the Association for each Lot owned by that Owner (subject to Grantor’s rights during the Initial Development Period).

**2.4 Board of Directors.** The business and affairs of the Association shall be managed by the Board. The Board shall consist of not less than three (3) directors and no more than five (5) directors. Directors need to be Owners. During the Initial Development Period, Grantor shall have the exclusive right to appoint, remove, and replace directors at anytime and from time-to-time in Grantor’s sole discretion. After the Initial Development Period, the Owners shall have the right to appoint, remove, or replace directors as provided in the Bylaws. Any vacancy on the Board may be filled by majority vote of the remaining Directors, through a special election at any meeting of the Board.

**2.5 Delegation of Authority.** The Board may at any time (and from time-to-time) delegate all or any portion of its powers and duties to committees, officers, employees, or to any person or entity to act as manager. The Association shall employ or contract for the services of a professional manager or management company to manage the day-to-day affairs of the Association. No such employment or contract shall have a term of more than two (2) years. If such manager is Grantor or Grantor’s affiliate, such contract shall be subject to cancellation by the Association with or without cause and without payment of a termination fee so long as the Association provides at least sixty (60) days’ prior notice of termination.

**2.6 Duties of the Association.** The Association shall have all the powers of a nonprofit corporation organized under Idaho law and all of the powers and duties set forth in the Commercial Development Documents, including the power to perform any and all acts which may be necessary to, proper for, or incidental to the foregoing powers. The Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform the following duties:

**2.6.1 Commercial Development Rules.** Adopt, amend, and repeal such rules and regulations as the Association deems reasonable and appropriate to govern the Commercial

Development or certain portions thereof (the “**Commercial Development Rules**”), which may include rules and regulations regarding, without limitation: (a) the use of the Common Area, (b) the use of the “Shared Driveway” (as depicted on Exhibit A attached hereto) including as to access and parking, (c) imposition of fines for violation of Commercial Development Rules (subject to applicable law, such as Idaho Code § 55-115); and (d) procedures in the conduct of business and affairs of the Association. Except when inconsistent with this Declaration, the Commercial Development Rules shall have the same force and effect as if they were set forth in and were made a part of this Declaration.

2.6.2 *Common Area.* Acquire, dispose of, manage, operate, maintain, repair, and replace the Common Areas for the benefit of the Commercial Development; provided, however, except as permitted under Section 2.7.3 hereof, no interest in the Common Area shall be disposed of without the approval by the vote or written consent of Owners representing more than fifty percent (50%) of the total voting power in the Association. The Association shall also be obligated to comply with its duties pursuant to Article 8 hereof with respect to the Shared Driveway and Shared Pathway.

2.6.3 *Exterior Maintenance.* Exterior maintenance of buildings on the Commercial Lots shall be responsibility of the respective Owner.

2.6.4 *Common Landscape Maintenance.* Maintain some or all of the landscaping upon any Lot in accordance with the landscape care and maintenance standards promulgated by the Board from time-to-time (“**Landscape Care Standards**”), and subject to the Commercial Development Rules. “Care and maintenance” shall include, as necessary: (a) weeding, cutting, trimming, aerating, and fertilizing ordinary landscaping, as well as removing and replacing diseased and dead landscaping; and (b) operating, maintaining, repairing, and replacing an automatic sprinkler system for ordinary landscape maintenance. The Landscape Care Standards shall take into account any provisions regarding landscaping in the approvals by the City of Kuna for the Redhawk Subdivision dated as of May 4, 2020. Landscape Care Standards do not include the repair or replacement of any landscaping or sprinkler system that is damaged or destroyed by abuse, misuse, or vandalism. For purposes of this Declaration, unusual or excessive damage or death of landscaping shall be presumed to be “abuse, misuse, or vandalism.” The Association may charge the Owner of any Lot for the cost of repairing or replacing any landscaping, sprinkler system or other improvement damaged by abuse, misuse, or vandalism.

2.6.5 *Irrigation System.* Construct, install, maintain, repair, replace, and operate the Irrigation System, including that portion of the Irrigation System within each Lot. The Association may operate the Irrigation System as part of a common irrigation water supply arrangement with neighboring properties, and each Owner shall be entitled to use the Irrigation System in accordance with, and subject to, the Commercial Development Rules.

2.6.6 *Storm Water Disposal System.* Maintain, repair, and replace the storm water disposal system located in Common Areas, including any repair of the storm water disposal system necessary due to pipeline maintenance or replacement undertaken by the City of Kuna.

2.6.7 *Taxes.* Pay all real and personal property taxes and assessments (if any) levied against the Common Area, the Association, and any other property owned by the Association. In addition, the Association shall pay all taxes, including income, revenue, corporate, or other taxes (if any) levied against the Association.

2.6.8 *Insurance.* Obtain such bonds and insurance as may be required by applicable law and such further insurance as the Board deems necessary or prudent, including casualty insurance

for any property or Improvements owned or maintained by the Association, public liability insurance related to the Association's operations and the use of the Common Area, worker's compensation insurance, and fidelity bonds. Unless otherwise authorized by Grantor, the Association shall procure at least the following insurance policies to the extent such policies are available on commercially reasonable terms:

2.6.8.1 Casualty insurance on all insurable personal property and Improvements owned by the Association or for which the Association bears risk of loss, which insurance shall be for the full replacement cost thereof without optional deductibles;

2.6.8.2 Worker's compensation insurance and employer's liability coverage as required by law;

2.6.8.3 Broad form comprehensive public liability insurance insuring the Association, the Board, the Committee and their respective agents and employees against any liability incident to the ownership or use of the Common Area; which insurance shall be for not less than One Million Dollars (\$1,000,000) per occurrence with respect to personal injury/sickness/death and One Million Dollars (\$1,000,000) per occurrence with respect to property damage; and

2.6.9 *Entitlement Obligations.* Fulfill any duties imposed by any governmental or other quasi-governmental agencies as part of the entitlements for the development of Commercial Development, including any requirements or obligations identified in such entitlements as the responsibility of the Commercial Development association or homeowners' association, such as plat notes, development agreements, or conditions of approval.

**2.7 Powers of the Association.** In addition to the duties described in Section 2.6 above, the Association shall also have the power to perform any and all acts which may be necessary to, proper for, or incidental to its duties and/or the foregoing powers:

2.7.1 *Improvements.* The power and authority to construct, install, maintain, repair, replace, and operate any Improvements in any Common Area, any public right-of-way serving the Commercial Development, or any other location deemed by the Board to benefit the Commercial Development, including any fences, signs, or other Improvements at Commercial Development entrances or otherwise in the vicinity of the Commercial Development, and any berms, retaining walls, fences, and water amenities within or abutting any Common Area.

2.7.2 *Entry onto Lots.* The power and authority to enter upon any Lot (but not inside any building constructed thereon) in the event of any emergency involving potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner of such Lot as practical under the circumstances, and any damage caused thereby shall be repaired by and at the expense of the Association.

2.7.3 *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, welfare of the Commercial Development or neighboring properties, for the purpose of constructing, erecting, operating, or maintaining any of the following:

2.7.3.1 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;

2.7.3.2 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;

2.7.3.3 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 pedestrian and bicycle pathways; and

2.7.3.4 The Shared Driveway as set forth in Section 8.1.

2.7.4 Reserves. The power and authority to establish and fund such operating and capital reserves as the Board deems necessary or prudent.

2.7.5 Estoppel Certificates. The power and authority to execute a written statement stating (a) whether or not, to the knowledge of the Association, a particular Owner or Owner's Lot is in default of this Declaration; (b) the dates to which any Assessments have been paid by a particular Owner, and (c) such other matters as the Board deems reasonable. Any such certificate may be relied upon by a bona-fide prospective purchaser or mortgagee of such Owner's Lot, but only to the extent such prospective purchaser or mortgagee has no knowledge to the contrary. The Association may charge a reasonable fee for such statements.

2.7.6 Enforcement. The power and authority at anytime and from time-to-time, on its own behalf or on behalf of any consenting Owners, to take any action, including any legal action, to prevent, restrain, enjoin, enforce, or remedy any breach or threatened breach of the Commercial Development Documents. The power of enforcement includes:

2.7.6.1 The right to remove, alter, rebuild, or restore any Improvements constructed, reconstructed, refinished, added, altered, or maintained in violation of the Commercial Development Documents. If such Improvements are located on a Lot, the Association shall first provide the Owner thereof with a notice specifying the default and a reasonable opportunity to cure (not to exceed thirty (30) days), and the Owner of the Improvements shall immediately reimburse the Association for all expenses incurred with such notice and enforcement action.

2.7.6.2 The right to impose Assessments, fines and charges upon the Owners, and the right to enforce the obligations of the Owners to pay each and every Assessment, fine or charge provided for in the Commercial Development Documents, all in accordance with applicable laws.

2.7.6.3 The right to perform any duty or obligation of an Owner under the Commercial Development Documents if such duty or obligation is not timely performed by such Owner. In such event, the defaulting Owner shall immediately reimburse the Association for all costs reasonably incurred by the Association in performing such duty or obligation. Except in the event of an emergency, the Association shall provide the defaulting Owner with a notice specifying the default and a reasonable period (no less than

five (5) days and no more than thirty (30) days) to cure prior to exercising its power and authority hereunder.

2.7.6.4 The right to authorize variances from the requirements of this Declaration when required by applicable law (such as the Fair Housing Act) or when needed to prevent the requirements would impose an undue hardship on an Owner that would be inequitable for such Owner to bear. The granting of a variance shall not waive any element of the Declaration for any purpose except as to the particular Lot and the particular provision covered by the variance. Approval of a variance shall not affect the Owner's obligation to comply with the other elements of this Declaration or applicable law.

If the Association employs attorneys to collect any Assessment or charge, whether by suit or otherwise, or to otherwise enforce compliance with the Commercial Development Documents, the Association shall be entitled to recover its reasonable attorneys' fees in addition to any other relief or remedy obtained.

2.7.10 *Improvements in the Public Right-of-Way.* The power and authority to enter into license agreements with the Ada County Highway District (or assume the duties and obligations under any such license agreement entered into by Grantor) to install, maintain, improve, irrigate, trim, repair, and replace improvements and landscaping in the public rights-of-way (including sidewalk easements and planter strips).

2.7.11 *Open Space Corridors.* The power and authority to enter into agreements with any governmental entity, utility provider, irrigation company, or any other public or private entity (or assume any such agreement entered into by Grantor) to improve, operate, maintain, repair, or replace any wildlife, open space, recreation, pathway, greenbelt, or trail spaces, either for the benefit of the Commercial Development or the general public.

2.7.12 *Professional Management.* The power and authority to hire a professional management company(ies) to manage the day-to-day affairs of the Association, to provide landscape, maintenance and other services for the Common Areas, Shared Areas, and the Lots as provided hereunder, and for such other matters as the Association deems necessary or appropriate.

2.7.13 *Other.* Such other and further powers as the Board deems reasonable and appropriate, it being the intent of Grantor that the Association have broad power and authority consistent with the Commercial Development Documents and applicable law.

**2.8 Association Records; Owner Inspection.** The Association shall keep such records of its business and affairs as is customary for Commercial Development or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board, members, and committees. Such records shall be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Section 2.8. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

**2.9 Immunity; Indemnification.** Each Owner understands and agrees that Grantor, the Association, the Association's manager (if any), the Committee, and the directors, officers, agents,

employees, and committee members of any of them (each individually a “**Released Party**”) shall be immune from personal liability to such Owner or any other person, and such Owner hereby knowingly and voluntarily waives and releases each Released Party, for such Released Party’s actions or failure to act with respect to the Commercial Development Documents that does not constitute gross negligence or willful misconduct on the part of such Released Party. The Association shall indemnify, defend and hold each Released Party harmless from any action, expense, loss, or damage caused by or resulting from such Released Party’s actions or failure to act with respect to the Commercial Development Documents; provided, however, the Association shall not be obligated to indemnify, defend, and hold harmless any Released Party for their own gross negligence or willful misconduct.

**2.10 Waiver of Consequential Damages.** The Association shall not be liable to any Owner, and each Owner releases the Association from any form of indirect, special, punitive, exemplary, incidental or consequential or similar costs, expenses, damages or losses.

### **ARTICLE 3 GENERAL AND SPECIFIC OBLIGATIONS AND RESTRICTIONS**

**3.1 Commercial Use.** All Commercial Lots shall be used exclusively for professional/office/senior care purposes and other uses incidental thereto as permitted under any applicable law. It shall not be a violation of this Section for an Owner to lease a Commercial Lot and the Improvements thereon. The term “lease” as applied to a Commercial 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 Commercial Lot (or portion thereof) to any entity or a person who is not a member of such Owner’s family. A “member of such Owner’s family” shall be defined as any person who is related to the Owner by blood, legal marriage, or legal adoption. A Commercial Lot 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.

**3.2 Exterior Maintenance.** The Owner shall be responsible for the maintenance of the exterior Improvements on the Commercial Lots, except for those portions of the Commercial Lots in the Common Area designated to be maintained by the Association. In the event that any Commercial Lot Owner negligently, recklessly, or intentionally destroys all or any portion of an Improvement upon their Lot (including, without limitation, the Irrigation System and landscaping) the Association may, upon thirty (30) days’ prior notice to such Owner, enter upon such Owner’s Lot and take such action as the Association deems necessary or appropriate to correct such condition, regardless of whether the Owner has opted to be removed from the Association’s common landscape care and maintenance program. The Owner shall pay all amounts due for such work within ten (10) days after receipt of the Association’s demand therefor and such amounts shall be a Limited Assessment against such Owner and such Lot. Each Commercial Lot Owner hereby designates the Association as such Owner’s agent for purposes of Idaho’s mechanic’s lien statute (i.e., Idaho Code § 45-501 *et seq.*), and each laborer, material supplier, or other person who performs work on such Owner’s Lot at the direction of the Association shall have a mechanic’s lien against the Owner’s Lot for such work.

**3.3 Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Commercial Development, including the Common Area or vacant Lots, and no odor shall be permitted to arise from any portion of the Commercial Development so as to render the Commercial Development or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Commercial Development, or to any other property in the vicinity of the Commercial Development. No business or Commercial/Office Uses, no noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness, and no other nuisance shall be permitted to exist or operate upon any portion of the Commercial Development so as to be offensive or detrimental to the Commercial Development or to its

occupants or residents or to other property in the vicinity, as determined by the Association, in its reasonable judgment, or in violation of any federal, state, or local law, rule, regulation, or ordinance.

**3.4 No Hazardous Activities.** No activities shall be conducted on the Commercial Development, and no Improvements shall be constructed in the Commercial Development which are or might be unsafe or hazardous to any Occupant.

**3.5 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 Commercial Development without the approval of the Owner of such other portion, nor shall anything be done or kept on the Commercial Development or a Lot which would result in the cancellation of insurance on any portion of the Commercial Development owned or managed by the Association or which would be in violation of any law.

**3.6 Vehicles and Equipment.** 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 Commercial Development Documents. No motor homes, motor coaches, recreational vehicles, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles, abandoned or inoperable vehicles (defined as any vehicle which has not been driven under its own propulsion for a period of forty-eight (48) hours or longer), oversized vehicles (defined as vehicles which are too high or too wide to clear the entrance of a standard residential garage door opening), dilapidated, unrepaired and unsightly vehicles, or similar equipment such as snow removal equipment, garden maintenance equipment, and/or any other unsightly equipment or machinery shall be placed upon any portion of the Commercial Development.

**3.7 Animals/Pets.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot.

**3.8 Construction and Temporary Structures.** 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.

**3.9 Drainage.** No Owner shall interfere with the established drainage pattern over any portion of the Commercial Development, unless adequate alternative provisions for proper drainage have first been approved by the Committee and properly installed. 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 Commercial Development is completed by Grantor, or that drainage which is shown on any plans approved by the Committee, which may include drainage from Common Area over any Lot in the Commercial Development. Any proposed changes to the drainage system must be approved by the City of Kuna. The drainage system is not to be modified from the drainage plan approved by the City of Kuna, as may be modified and amended from time to time.

**3.10 Grading.** Except as provided in Section 3.9, no Lot shall drain onto, over, across or under the Common Area or an adjacent Lot. The Owner of any Lot within the Commercial Development 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.

**3.11 Irrigation System.** The Association shall own, operate and maintain the Irrigation System for the Commercial Development, which system may be part of a joint irrigation system with neighboring properties. Each Owner shall connect its Lot(s) to the Irrigation System, if available, upon the earlier to occur of the issuance of a certificate of occupancy or nine (9) months after the issuance of a building permit to ensure that all required landscaping is maintained in a high quality and first class condition in accordance with the Commercial Development Documents. Each Owner acknowledges that Irrigation System water may be inadequate, particularly during low water years and seasons, and that each Owner is not guaranteed any specific amount of water for use on such Owner's Lot. No Owner shall modify any portion of the Irrigation System, including that portion of the Irrigation System on the Owner's Lot. The Association may promulgate rules and regulations, including water use schedules, controlling the allocation, distribution and flow of water among the various Lots. Each Owner hereby agrees to comply with such rules and regulations. In addition, each Owner acknowledges and agrees that it is the obligation of Owner to determine the amount of water needed to irrigate Owner's Lot, and to ensure that the grading and drainage pattern established on such Lot is adequate to drain irrigation water away from the improvements located on such Lot. Water from the Irrigation System is unfit for human consumption. It contains untreated surface water that may contain disease causing organisms and/or other contaminants. Surface water can also contain agricultural chemicals that can be hazardous to health. Drinking the water from the Irrigation System will likely result in sickness, and in some cases, death or permanent disability. It is Owner's responsibility to ensure that all irrigation water faucets and risers are adequately marked and/or identified for Owner's safety. It is also Owner's responsibility to ensure that no cross-connections between the Irrigation System and the potable water system were made by previous Owner(s), if any.

**3.12 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.

**3.13 Sewage Disposal Systems.** No individual sewage disposal system shall be used on the Commercial Development. Each Owner shall connect the appropriate facilities on such Owner's Lot to the public sewer system and pay all charges assessed thereon.

**3.14 Energy Devices, Outside.** No energy production devices or generators of any kind (such as solar energy devices or windmills) shall be constructed or maintained on any portion of the Commercial Development without the Committee's approval, 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 structure.

**3.15 Signs.** No more than one (1) sign shall be allowed on any Commercial Lot at the same time to advertise such Lot for sale or to advertise such Lot during the course of construction. No sign of any kind on a Commercial Lot shall be displayed to the public view more than six (6) square feet in size and not more than three (3) feet above grade. The Association may erect and maintain 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. Directional and open house signs may be used during open house time periods only. All Commercial Lot signs must be removed within thirty (30) days after occupancy. Signs advertising a Lot for rent or lease are not allowed anywhere within the Commercial Development. Political signs are permitted for up to thirty (30) days prior to a primary or general election, and shall be removed within two (2) days after an election.

**3.16 Flags.** No flags, banners, windsocks or similar items are permitted within the Commercial Development unless approved by the Association, except for a standard American flag that is no larger than Five (5) feet in length.

**3.17 Antenna; Satellite Dishes.** All exterior radio antenna, television antenna, satellite dishes, or other such devices of any type shall be installed on the rear of the structure on the Lot, or within four (4) feet of the rear of the structure on any such structure's side walls. All such devices shall be screened by a fence, landscaping, or similar structures in accordance with the Design Requirements, or as otherwise required to ensure the safety of the residents of the Commercial Development, except that screening shall not be required where it would unreasonably delay installation or unreasonably increase the cost of installation, maintenance, or use thereof, or preclude the reception of an acceptable quality signal. No such device may be installed until after an Owner has received Committee approval for construction of Improvements on the Owner's Lot.

**3.18 No Further Subdivision.** No Lot may be further subdivided unless the subdivision is approved by the Board, and then only in accordance with applicable law.

**3.19 Holiday Lights.** Winter holiday decorations and lighting displays are permitted starting on November 15 of each year and must be removed by January 15 of the following year. Any other holiday decorations or lighting displays (such as Halloween) are permitted up to fifteen (15) days prior to the holiday and must be removed within three (3) days after the holiday.

#### **ARTICLE 4 ARCHITECTURAL REVIEW COMMITTEE**

**4.1 Creation.** The Board shall appoint no less than three (3) and no more than five (5) individuals to serve on the Architectural Review Committee (the "**Committee**"). The Board shall have the exclusive right to appoint, remove, and replace Committee members at any time with or without cause. If a vacancy on the Committee occurs and the Board has not yet appointed a replacement, the remaining Committee members may appoint an acting member to serve until the Board appoints a replacement. Committee members need to be Owners.

**4.2 Design Requirements.** The Committee shall have the power and authority to adopt, amend, and repeal such rules and regulations as the Committee deems reasonable and appropriate to ensure that all Improvements in the Commercial Development conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location in the Building Envelope, height, grade and finish ground elevation, landscaping, and other design or aesthetic considerations, (the "**Design Requirements**"). The Design Requirements may include rules and regulations to: (a) protect the special qualities of the Commercial Development; (b) encourage creative design; (c) provide general architectural, design and construction guidelines; (d) landscape guidelines (including a description of existing, natural conditions and vegetation); (e) submittal and review procedures; (f) fees and charges for review; and (g) penalties for noncompliance. The Design Requirements shall be drafted to conform to this Declaration, and in the event of a conflict between the Design Requirements and this Declaration, this Declaration shall govern. In the event that any provision of the Design Requirements are deemed ambiguous on any matter, the Committee's interpretation of such provision shall be given deference so long as the interpretation is a permissible construction of such provision.

**4.3 Design Review Required.** No Commercial Lot Owner shall construct, reconstruct, alter, install, or remove any Improvements except with the Committee's approval. The Committee shall review, study, and either approve or reject the proposed Improvements in the Commercial Development, all in compliance with the Declaration and the Design Requirements. 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 Commercial Development, or with respect to any other matter before it, shall be conclusive and binding on all interested parties. The Committee shall not direct or control the interior layout or interior design of any structure except to the extent incidentally necessitated by use, size, and height restrictions.

**4.4 Landscaping.** No fences, hedges, or retaining walls shall be installed or maintained on any Commercial Lot unless approved by the Committee. No Owner shall modify any portion of the Irrigation System, including that portion of the Irrigation System on the Owner's Lot. Each Owner shall install landscaping on such Owner's Lot in accordance with the Design Requirements. After installation, the landscaping on each Owner's Lot is subject to the terms of Section 2.6.4. Any significant changes to landscaping may require the prior approval of the City of Kuna Design Review Committee.

**4.5 Expenses.** All expenses of the Committee shall be paid by the Association which are anticipated to be minimal. 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), if any.

**4.6 Variances.** The Committee may authorize variances from any of the Design Requirements on a case-by-case basis when the Committee deems it desirable to address special circumstances, such as topography, natural obstructions, hardship, aesthetic considerations, or other circumstances. The granting of a variance shall not waive any element of the Design Requirements for any purpose except as to the particular Lot and particular provision covered by the variance. Approval of a variance shall not affect the Owner's obligation to comply with this Declaration and applicable law.

**4.7 Committee Approvals.** The Committee's approval of any Improvement does not mean the Improvements will be permitted by applicable law, approved by the applicable governmental authorities or others. The Committee shall not be responsible in any way for any defects or errors 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.

**4.8 Immunity; Indemnification.** The Committee's members, agents and employees shall be immune from liability and entitled to indemnification as set forth in Section 2.9 hereof.

## ARTICLE 5 ASSESSMENTS

**5.1 Covenant to Pay Assessments.** Each Owner covenants and agrees to pay when due (without deduction, setoff, abatement, or counterclaim of any kind whatsoever) all Assessments or charges made against such Owner or such Owner's Lot pursuant to the Commercial Development Documents. Assessments against a Lot shall be a continuing lien on such Lot until paid, whether or not ownership of such Lot is transferred. Assessments against a Lot are also the personal obligation of the Owner of the Lot when the Assessment becomes due and payable. Such personal obligation shall remain with such Owner regardless of whether such Owner remains the owner of the Lot. Delinquent Assessments related to a Lot shall not pass to such Owner's successors in title unless expressly assumed by them. 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 Commercial Development against which each such Assessment or charge is made.

**5.2 Regular Assessments.** Regular Assessments are to be used to pay for all costs and expenses incurred by the Association for the conduct of its affairs or the exercise of any of the Association's powers, duties, or obligations under the Commercial Development Documents (collectively, the "Expenses"). Without limiting the generality of the foregoing, the Expenses shall include:

5.2.1 The cost and expenses incurred by the Association for professional management of its business and affairs;

5.2.2 The costs and expenses incurred by the Association in the exercise of any of its duties and/or powers under Section 2.6 or Section 2.7;

5.2.3 The costs and expenses of construction, improvement, protection, insurance, maintenance, repair, management, and operation of the Common Area and all Improvements located in other areas that are owned, managed, or maintained by the Association;

5.2.4 An amount to fund adequate reserves for extraordinary operating expenses, contingent risks or liabilities (such as indemnification and defense expenses), capital repairs, capital replacements and any other expenses for which the Board deems prudent to fund a reserve.

The Association may, in its discretion or as provided in the Commercial Development Documents, require payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. 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 square footage of the lot owned, with its apportioned share of Common Area, by the total square footage of the Commercial Development (see Exhibit B).

**5.3 Special Assessments.** If the Board determines that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses for such calendar year for any reason, the Board may levy a Special Assessment to collect the additional funds needed to meet the Expenses for such calendar year. Special Assessments shall be levied and paid upon the same basis as Regular Assessments; provided, however, the Association shall, in its discretion, set the schedule under which such Special Assessment will be paid, which schedule may be different than Regular Assessments.

**5.4 Limited Assessments.** Notwithstanding the above provisions with respect to Regular Assessments and Special Assessments, the Association may levy a Limited Assessment against a particular Owner: (a) for any Fines, fees, or charges levied against the Owner under the Commercial Development Documents; (b) to reimburse the Association for any costs incurred to bring the Owner's Lot or any Improvements thereon into compliance with the Commercial Development Documents; (c) to reimburse the Association for any damages caused by an Owner or its tenants, Occupants, guests, invitees, or contractors to any Common Area or Improvements owned or maintained by the Association; and (d) for the cost of providing any goods or services under the Commercial Development Documents that benefit such Owner or Owner's Lot, but less than all Owners or all Owners' Lots.

**5.5 Assessment Procedures.** The policies and procedures for Assessments (such as notices, payment methods, installment options, late fees, interest charges, collection fees, payments on sale of Lots, and other matters) shall be as set forth in the Bylaws or Commercial Development Rules; provided, however, the Association shall provide Owners with not less than thirty (30) days of prior notice before any Board meeting for the purpose of levying a Special Assessment or increasing the Regular Assessment by more than ten percent (10%). No Fine shall be imposed in violation of Idaho Code § 55-115. Once a Fine is imposed in accordance with Idaho Code § 55-115, the Association may levy a Limited Assessment against the Owner therefor in accordance with this Section 5.5. In the event of an amendment to Idaho Code

§ 55-115, this Declaration shall be deemed automatically amended to reflect the same to the extent necessary to ensure compliance therewith.

## 5.6 Assessment Liens.

5.6.1 *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 the Commercial Development Documents, together with interest thereon at the legal rate in Idaho and all collection costs and attorneys' fees which may be paid or incurred by the Association in connection therewith. Upon default of any Owner in the payment of any Assessment related to a Lot, the Association may record a claim of lien against such Lot in accordance with applicable law (currently, Idaho Code § 45-810). Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Such claim of lien may be foreclosed in any manner permitted by applicable law. Upon payment of such lien in full, the Association shall prepare and record a release of such claim of lien.

5.6.2 *Subordination to First Trust Deeds.* Upon recordation of a claim of lien for delinquent Assessments in accordance with applicable law, such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for: (a) liens which, by law, would be superior thereto; and (b) the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section 5.6.2, 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.

5.7 **Exemptions.** All Common Area and any Lots owned by the Association shall be exempt from Assessments. Grantor shall be responsible for Assessments as set forth in Section 10.5.

## ARTICLE 6 RIGHTS TO COMMON AREAS

6.1 **Use of Common Area.** Every Owner shall have a right to use the Common Area as set forth in this Declaration subject to:

6.1.1 The Commercial Development Documents;

6.1.2 The right of the Association to suspend the right of an Owner to use the Common Area 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 Commercial Development Rules;

6.1.3 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 party for such purposes and subject to such conditions as may be permitted by the Commercial Development Documents.

6.2 **Delegation of Right to Use.** Subject to Section 6.1, an Owner may delegate its right to use the Common Area to the Occupants of such Owner's Lot; provided, however, each Owner shall be liable to the Association for any damage to any Common Area sustained by reason of the negligence or willful

misconduct of such Occupants. The cost of correcting such damage shall be a Limited Assessment against such Owner's Lot.

**6.3 Association's Responsibility.** The Association shall maintain and keep the Common Area and any other Improvements owned, managed, or maintained by the Association in good condition and repair.

## **ARTICLE 7 EASEMENTS**

**7.1 Recorded Easements.** The Commercial Development shall be subject to any easements that are established or of record, including easements set forth on the Plat, as well as the easements described in Article 8.

**7.2 Easements of Access.** There shall be reciprocal appurtenant 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, such as fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping.

**7.3 Improvements in Drainage and Utility Easements.** No Owner shall construct or alter any Improvements in any drainage or utility easement areas which would interfere with the easement being used for its intended purpose. Such Owners may install and maintain Improvements on such easement areas as permitted by the Commercial Development Documents so long as such Improvements are permitted by the terms of the easement and such Improvements will not interfere with or prevent the easement areas from being used for their intended purposes. No lawful user of the easement shall incur any liability to such Owner for the damage or destruction of such Improvements.

**7.4 Easements Deemed Created.** All conveyances of Lots made after the date of the recording of the Declaration, 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 conveyance instrument.

**7.5 Emergency Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies to enter upon the Commercial Development in the proper performance of their duties.

**7.6 Maintenance Easement.** An easement is hereby reserved to the Association upon, across, over, in and under the Lots and a right to make such use of the Lots as it may deem 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 Commercial Development Documents, including the right to enter upon any Lot for the purpose of performing maintenance to sidewalks, pathways, landscaping, the Drainage System, the Irrigation System, and the exterior of Improvements to such Lot. Nothing herein shall relieve each Owner's obligation to maintain Improvements on such Owner's Lot. In addition, an easement is hereby reserved to the Association upon, across, over, in and under the Lots and a right to make such use of the Lots as it may deem necessary or appropriate to make emergency repairs or undertake regular maintenance of public utility facilities or devices, or other service lines, facilities and equipment which are a part of the as-built construction plans for the Commercial Development (including, but not limited to, electrical transformers and meter banks).

**7.7 Sanitary Sewer and Water System Easements.** There is hereby granted to the City of Kuna a perpetual, non-exclusive easement for the purpose of accessing, maintaining, repairing, and

replacing those portions of the sanitary sewer system and water system for the Commercial Development that runs on, over, across, under, or through the Commercial Development; provided, however, in the event the City of Kuna disturbs such easement area, the City of Kuna shall promptly restore the easement area (including without limitation the paving, concrete, grass, Irrigation System, and landscaping) to the condition existing immediately prior to such disturbance. The Association shall restore any improvements or landscaping (if any) that is not the obligation of the City of Kuna to restore.

## ARTICLE 8 SHARED DRIVEWAY AND SHARED PATHWAY

**8.1 Shared Driveway.** There is hereby established a perpetual ingress/egress easement over, under, upon and through Lots 1 through 6 of the Plat (the “**Shared Driveway**”) as a shared driveway for vehicular and pedestrian ingress and egress to the Lots for the benefit of (i) the Owners and Occupants, (ii) the employees, invitees and licensees of such Owners and Occupants; (iii) the employees, invitees and licensees of any of the foregoing, and (iv) any other person who uses the Shared Driveway for access to and from a Lot, with express or implied permission, whether granted directly or indirectly (collectively, the “**Shared Driveway Users**”) (See Exhibit A). The Shared Driveway easement shall also be for the installation, use, operation, maintenance, repair and replacement of utility services, including without limitation, sanitary sewer, domestic water, irrigation water, drainage, gas, electricity, telephone, cable, fiber-optics and other utilities, and emergency vehicle access. All Shared Driveway Users shall take access to the public street through the Shared Driveway.

**8.2 Shared Pathways.** There is hereby established a perpetual, non-exclusive easement on, over, across, under and through Lots 1 through 6 of the Plat (the “**Shared Pathways**”) for the purpose of providing pedestrian and non-vehicular ingress and egress to the Lots for the benefit of (i) the Owners and Occupants, (ii) the employees, invitees and licensees of such Owners and Occupants; (iii) the employees, invitees and licensees of any of the foregoing, and (iv) any other person who uses the Shared Pathways for access to and from a Lot, with express or implied permission, whether granted directly or indirectly (collectively, the “**Shared Pathway Users**”). The Shared Pathways shall also be for the installation, use, operation, maintenance, repair and replacement of utility services, including without limitation, sanitary sewer, domestic water, irrigation water, drainage, gas, electricity, telephone, cable, fiber-optics and other utilities, and emergency vehicle access.

**8.3 Operation and Maintenance** Except as otherwise provided in this Declaration, the Association shall hire a professional management company to operate, maintain, repair and replace the Shared Driveway and Shared Pathways (collectively, the “**Shared Areas**”) in a first class, clean and orderly condition, in a manner consistent with first class commercial properties in Ada County, and in compliance with all governmental requirements (including the City of Kuna Municipal Code or its successor) and the terms of this Declaration, including but not limited to: Maintaining (including without limitation snow and ice removal), repairing, replacing, striping, stripping, seal coating, and cleaning the Shared Areas (including without limitation all paved and drainage areas) to the extent necessary to keep the Shared Areas in a first-class, clean, and orderly condition (consistent with first class commercial properties in Ada County), and keeping the paved surfaces in a level, smooth, and evenly-covered condition with the type of surfacing material originally installed or such substitute material as shall in all respects be equal or superior in quality, use, and durability;

- (b) Maintaining, repairing, and replacing all utilities within the Shared Areas except to the extent such maintenance, repair, and replacement obligations are the obligation of the utility providers;
- (c) Maintaining, repairing, and replacing all landscaping (if any) within the Shared Areas;

- (d) Removing all papers, debris, filth, and refuse, and thoroughly sweeping, to the extent reasonably necessary to keep the Shared Areas in a clean and orderly condition;
- (e) Operating, maintaining, repairing, and replacing all signs, lighting (including the cost of electricity), directional signage, speed calming devices, and any other improvements in the Shared Areas;
- (f) Maintaining, repairing and replacing (as necessary) the storm water disposal system located in Shared Areas; and
- (g) If deemed necessary or appropriate: (a) maintain casualty insurance for all improvements in the Shared Areas in an amount not less than the replacement cost thereof; and (b) providing public liability insurance for the Shared Areas in an amount not less than \$1,000,000 per occurrence and annual aggregate.

The Association may promulgate such reasonable and nondiscriminatory rules with respect to the Shared Areas as it deems necessary from time-to-time. Each Owner shall comply with such rules and strictly enforce such rules on its respective Shared Driveway Users and/or Shared Pathway Users (collectively, the "Shared Area Users"), as applicable.

**8.4 Construction.** Except in the case of emergency maintenance or repairs, or as otherwise provided in this Declaration, no Shared Area User shall install, construct, remove, maintain, or repair any improvement or utility in a Shared Area without the Association's prior written consent. If such prior written consent is granted, such Shared Area User shall conduct such activity so as to minimize any disruption to other Shared Area Users' use of the Shared Area. Except in the event of an emergency, no Shared Area User shall block reasonable ingress or egress through a Shared Area unless a reasonable alternate route is provided (with the Association's prior written approval). Such Shared Area User shall, at its sole cost and expense, restore (or cause to be restored) any displacement, damage or disfigurement to the Shared Area as necessary to restore it to the same condition existing prior to such activities. If a Shared Area User fails to immediately restore the Shared Area, then the Association shall have the right to take or complete any action it deems appropriate to cure or remedy such failure. The defaulting Shared Area User shall reimburse the Association for all costs and expenses incurred in remedying or curing such failure.

## ARTICLE 9

### RESOLUTION OF DISPUTES

**9.1 Agreement to Avoid Litigation.** Grantor, the Association, and the Owners agree that it is in their mutual best interests to provide a fair, impartial, and expeditious procedure for the resolution of disputes related to the Commercial Development Documents instead of costly, lengthy, and unpredictable litigation. Accordingly, Grantor, the Association (including its officers, directors and committee members), each Owner, and any party claiming a right or interest under the Commercial Development Documents (each, a "Bound Party") agree to encourage the efficient resolution of disputes within the Commercial Development without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that all claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of the Commercial Development Documents or the rights, obligations, and duties of any Bound Party under the Commercial Development Documents ("Claims") shall be subject to the provisions of Section 9.3 unless exempt under Section 9.2. All Claims shall be subject to resolution pursuant to this Article 9 as a condition precedent to the institution or continuation of any legal or equitable

proceeding; provided, however, any Bound Party may proceed in accordance with applicable law to comply with any notice or filing deadlines prior to resolution of the Claim.

**9.2 Exemptions.** The following Claims shall not be subject to this Article 9 unless all Bound Parties thereto agree to submit such Claim to these dispute resolution procedures:

9.2.1 Any Claim by the Association against any Bound Party to enforce the obligation to pay any Assessment to the Association under the Commercial Development Documents;

9.2.2 Any Claim by Grantor or the Association to obtain injunction or equitable relief to enforce any provision of the Commercial Development Documents;

9.2.3 Any Claim between Owners where the Grantor or the Association are not a party thereto, which Claim would constitute a cause of action independent of the Commercial Development Documents;

9.2.4 Any Claim in which any indispensable party is not a Bound Party;

9.2.5 Any Claim against a Released Party that would be barred by Section 2.9;

9.2.6 Any Claim which otherwise would be barred by any applicable law (such as, for example, the applicable statute of limitations); and

9.2.7 Any Claim arising out of or relating to the interpretation, application, or enforcement of any purchase, sale, or construction agreement with Grantor or any builder related to the construction of Improvements within the Commercial Development, or the rights, obligations, and duties of any Bound Party under such agreements, it being understood that applicable law and the provisions of such agreements shall control the resolution of any claims or disputes related thereto.

**9.3 Dispute Resolution.**

9.3.1 Direct Discussions. Any Bound Party having a Claim against any other Bound Party shall notify such party(ies) of the Claim in writing, stating plainly and concisely the following: (a) the nature of the Claim; (b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (c) the basic facts supporting the allegations in the Claim; (d) the other persons involved in the Claim or with personal knowledge of the facts alleged; and (e) the claimant's proposed remedy, including the specific monetary amounts (if any) demanded. The Bound Parties to the Claim shall make reasonable efforts to meet in person to resolve the Claim by good faith discussions and negotiations – it being understood that the best opportunity to achieve a fair and satisfactory resolution to a Claim is ordinarily through early discussions and negotiations held in good faith.

9.3.2 Dispute Resolution. If the Bound Parties to a Claim are unable to resolve the Claim through direct discussions within a reasonable time, either Bound Party may submit the Claim to the Board for assistance in resolving the Claim. In such event, the Board may, by notice to each Bound Party to the Claim within thirty (30) days of its receipt of a request for assistance:

9.3.2.1 Order the Bound Parties to continue direct discussions and negotiations for a period of up to thirty (30) days. If the Claim is not resolved in such period, any Bound Party may request the Board's assistance to resolve the Claim;

9.3.2.2 Order the Bound Parties to mediate the Claim with an independent real estate attorney, real estate professional, or judge selected by the Association. The mediator shall set the rules of the mediation. Any party to the mediation can invite additional parties to the mediation if the presence of such additional party is required for a complete resolution of any Claim. The parties shall share the mediator's fee and any filing fees equally. Unless otherwise agreed, the mediation shall be held within thirty (30) days of the order for mediation and shall be held in a neutral location near the Commercial Development selected by the mediator. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the mediation does not resolve the Claim, the Bound Parties may proceed to litigation of the Claim in any court of competent jurisdiction;

9.3.2.3 Order the Bound Parties to settle the Claim through arbitration by a single arbitrator conducted in accordance with the Idaho Uniform Arbitration Act (Idaho Code, Title 7, Chapter 9) except as otherwise provided herein. The arbitrator shall be any independent real estate attorney or judge appointed by the Association. The arbitrator shall set the rules of the arbitration. The arbitrator may, in its discretion, order parties to produce documents relevant to the dispute and may order written discovery and depositions (but with care to avoid burdensome 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 (45) days after appointment of the arbitrator. 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 to the substantially prevailing party. 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;

9.3.2.4 If the Claim is within the jurisdiction of the Small Claims Department of the Magistrate Division (currently, monetary claims for \$5,000 or less), order a Bound Parties to file such Claim exclusively therein; or

9.3.2.5 Elect to exempt the Claim from this Article 9, at which time the Bound Parties are free to exercise any right or remedy in accordance with applicable law.

9.3.3 If the Board fails to notify the Bound Parties within thirty (30) days of its receipt of a request for assistance, the Board shall be deemed to have elected to exempt the Claim from this Article 9.

9.3.4 If the Bound Parties resolve any Claim through mediation or arbitration pursuant to this Article 9 and any Bound Party thereafter fails to abide by the terms of such resolution (i.e., settlement agreement or arbitrator's award), then any other Bound Party may take any legal or other action to enforce such settlement agreement or arbitrator's award without the need to comply again with the procedures set forth in this Article 9. In such event, the Bound Party taking action to enforce the resolution shall be entitled to recover from any non-complying Bound Party all costs and attorneys' fees reasonably incurred in such enforcement.

## ARTICLE 10 INITIAL DEVELOPMENT PERIOD

**10.1 Initial Development Period.** The "Initial Development Period" shall commence on Effective Date of this Declaration and terminate on the day Grantor (or the assignee of Grantor's rights

hereunder) no longer owns any Lots (including Lots annexed into the Commercial Development in the future) or on the day Grantor terminates its rights by notice to the Association.

**10.2 Commercial Development Management.** Each Owner recognizes that the Commercial Development will require a high level of knowledge, effort, judgment, diligence, and attention during the Initial Development Period, and that level is beyond what can reasonably be expected from Commercial Development volunteers. Accordingly, each Owner agrees that it is in the best interest of the Commercial Development for Grantor to have full management authority for the Commercial Development during the Initial Development Period, including the sole and exclusive right to appoint remove and replace directors of the Board and members of the Committee at anytime and from time-to-time in Grantor's sole discretion. In furtherance thereof, each Owner hereby appoints Grantor as its proxy with respect to its membership interest in the Association (including voting rights), which proxy shall be coupled with Grantor's interest in the Commercial Development and shall be irrevocable during the Initial Development Period.

**10.3 General Exemptions.** Grantor may, from time-to-time in Grantor's discretion and without first seeking or obtaining the approval of Association or Committee:

10.3.1 Make modifications or Improvements on any Lot or the Common Area as Grantor deems appropriate, including the further subdivision of the Commercial Development or other changes as Grantor desires;

10.3.2 Place or authorize signs of such size, design, and number as Grantor deems appropriate for the initial development of the Commercial Development, including signs to identify the Commercial Development, display information pertaining to the Commercial Development, display information or instructions to builders, to advertise Lots, and to advertise of Commercial Development elements or events;

10.3.3 Authorize any developer or contractor to use any Lot as a staging area, or temporary construction storage yard;

10.3.4 Place or authorize portable or temporary structures upon any Lot or the Common Area; and

10.3.5 Establish or reserve such additional covenants, conditions, restrictions or easements on any Lot prior to conveyance thereof as Grantor deems necessary or convenient for the development of the Lot or the Commercial Development.

**10.4 Water Rights Appurtenant to Commercial Development Lands.** All water rights are required to be transferred to the City of Kuna. The Commercial Development shall be served by the City of Kuna's pressurized irrigation system.

**10.5 Grantor's Exception from Assessments.** If Grantor owns any Lots, Grantor shall be responsible for any Regular Assessments or Special Assessments for the Lots owned by Grantor.

**10.6 Assignment of Grantor's Rights.** Grantor may assign any or all of its rights under the Commercial Development Documents to any person or entity in a written instrument that contains the assignee's acceptance of such assignment and agreement to assume any of Grantor's obligations pertaining to the rights assigned, which acceptance and assumption shall be effective upon the recordation of such written instrument recorded in the real property records of Ada County, Idaho. Grantor shall promptly provide a copy of the recorded instrument to the Association and, thereupon, be released from Grantor's obligations pertaining to the rights assigned.

## ARTICLE 11 TERM

The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The remainder of this Declaration shall run until December 31, 2040 and thereafter shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument signed and acknowledged by the president and secretary of the Association certifying and attesting that such instrument has been approved by the vote or written consent of Owners representing sixty-five percent (65%) or more of the total voting power in the Association and such written instrument is recorded with the Ada County Recorder's Office.

## ARTICLE 12 ANNEXATION

Grantor may annex additional lands into the Commercial Development from time-to-time by recording a supplement to this Declaration declaring such additional lands to be part of the Commercial Development and subject to this Declaration. Such supplement may add or delete covenants, conditions, restrictions, and easements applicable to the annexed lands as Grantor may deem appropriate, so long as such additions or deletions do not place an undue burden on the Association or the Commercial Development. Upon annexation, Owners within the annexed lands shall become Owners in the Commercial Development on equal footing with the then-current Owners in the Commercial Development, and shall have the same rights, privileges, and obligations (except as may otherwise be set forth in the annexing supplement).

## ARTICLE 13 AMENDMENTS

**13.1 Prior to First Deed.** Except as otherwise provided in this Article 13, until the recordation of Grantor's first deed to a Lot, Grantor may amend or terminate this Declaration by recording a written instrument setting forth such amendment or termination.

**13.2 By Association.** Except as otherwise provided in this Article 13 and subject to Grantor's rights during the Initial Development Period as provided in Article 10, any amendment to or termination of this Declaration shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment or supplement has been approved by the vote or written consent of Owners representing more than sixty-five percent (65%) of the total voting power in the Association.

**13.3 Lender Requirements.** Because the availability of government supported financing maybe a key to the success of some portions of the Commercial Development and to the ability of Owners to finance and refinance their buildings, Grantor shall have the right, power, and authority during the Initial Development Period and the Association shall have the right thereafter, to amend this Declaration or any of the Commercial Development Documents by written instrument, at any time and at its sole discretion, as may be reasonably necessary to comply with any requirements or conditions necessary to take full advantage of, or secure the full availability of, any financing programs, however, nothing herein shall authorize an amendment in violation of Section 13.6 as otherwise provided in this Article 13.

**13.4 Government Requirements.** Because compliance with governmental requirements, as they change from time-to-time, is key to the success of the Commercial Development, Grantor shall have the right, power, and authority during the Initial Development Period and the Association shall have the right thereafter, to amend this Declaration or any of the Commercial Development Documents by written

instrument, at any time and at its sole discretion, as it may deem reasonably necessary to comply with any governmental requirement that is or may become applicable to the Commercial Development; provided, however, nothing herein shall authorize an amendment in violation of Section 12.6.

**13.5 Effect of Amendment; Mortgage Protection.** Any supplement, amendment, or termination of this Declaration shall be effective upon its recordation with the Ada County Recorder's Office and shall be binding on and effective as to all Owners, whether or not such Owners voted for or consented to such supplement, amendment, or termination. Any supplement or amendment may add to and increase the covenants, conditions, restrictions, and easements applicable to the Commercial Development; provided, however, notwithstanding any other provision of this Declaration, no supplement or amendment shall operate to defeat or render invalid the rights of the beneficiary under any Mortgage made in good faith and for value, and recorded prior to the recordation of such amendment or supplement, provided that after foreclosure of any such Mortgage, such Lot shall remain subject to this Declaration as supplemented or amended.

**13.6 No Amendment of Required Provisions.** Unless the express written and recorded consent of the City of Kuna has been obtained, this Declaration may not be amended, supplemented, or terminated with respect to the following: (a) any provision of this Declaration which has been required by the City of Kuna in its approval of the Commercial Development; (b) any provision of this Declaration which affects, recognizes, conveys, and/or confers upon the City of Kuna any easement, right, or power; or (c) any material provisions relating to easements, access, operation, repair, maintenance, or replacement of public works systems.

#### ARTICLE 14 NOTICES

Any notices, consents, approvals, or other communications required or permitted by this Declaration shall be in writing and may be delivered personally, by electronic mail, or by U.S. mail. Each Owner shall be responsible for ensuring that the Association has such Owner's then-current mailing address, physical address, electronic mail address, and telephone numbers. Each Owner shall be deemed to have received any notice when such notice is actually received by such Owner (regardless of the method of delivery) or when such notice is delivered to any of the addresses then currently on file with the Association. Notices delivered by U.S. Mail shall not be deemed received until three (3) business after depositing in the U.S. Mail. The Association shall provide the notices addresses of all Owners to Grantor or any other Owner promptly upon request.

#### ARTICLE 15 MISCELLANEOUS

**15.1 Interpretation.** This Declaration shall be liberally construed to effectuate its purpose of protecting, enhancing, and preserving the value, amenities, desirability, and attractiveness of the Commercial Development and to ensure a well-integrated, high quality development. As used herein, the word "including" shall be deemed to be followed by "but not limited to" unless otherwise indicated. 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. 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. *In the event that any provision of this Declaration is deemed ambiguous on any matter, the Board's interpretation of such provision shall be given deference so long as the interpretation is a permissible construction of such provision.*

**15.2 Governing Law.** This Declaration shall be governed by the laws of the State of Idaho without regard to its conflicts of law principles. Any legal action to interpret or enforce this Declaration shall be filed exclusively in the state or federal courts situated in Ada County, Idaho.

**15.3 Severability.** Each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

**15.4 Entire Agreement.** This Declaration and the other agreements described herein (including without limitation the Commercial Development Documents) together constitute the sole agreement between the parties with respect to the subject matter herein and supersedes all prior understandings and agreements with respect to the subject matter hereof. To the extent there is a conflict between the terms of this Declaration and the Commercial Development Documents, this Declaration shall control.

**15.5 No Third Party Beneficiaries.** Except as otherwise set forth herein, this Declaration and each and every provision herein is for the exclusive benefit of Grantor, the Association and the Owners and not for the benefit of any third party.

**15.6 No Waiver.** No waiver by the Association hereunder may be oral. No waiver, forbearance, delay, indulgence or failure by the Association to enforce any of the provisions of this Declaration shall in any way prejudice or limit the Association's right thereafter to enforce or compel strict compliance with the provision hereof, any course of dealing or custom of the trade notwithstanding. No delay or omission on the part of the Association shall operate as a waiver thereof, nor shall any waiver by the Association of any breach of this Declaration operate as a waiver of any subsequent or continuing breach of this Declaration.

**15.7 Enforcement; Remedies.** The failure of any Owner or Occupant to comply with applicable law pertaining to the ownership, use, or occupancy of any Lot or the Commercial Development, or to comply with any provision of the Commercial Development Documents, is hereby declared a nuisance and gives rise to a cause of action (subject to Article 9) in Grantor, the Association (on its own and/or on behalf of any consenting Owners) and any affected Owner for recovery of damages or for negative or affirmative injunctive relief or both to enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party shall be entitled to recover any costs and attorneys' fees reasonably incurred therein.

**15.8 Consents and Approvals.** Any consents or approvals required or contemplated herein must be in a writing executed by the party whose consent or approval is required or contemplated. No Owner unreasonably withhold, condition, or delay its consent or approval of any matter requested by Grantor, the Association, the Committee or another Owner.

**15.9 Limited License Agreement.** Grantor is entering into a licensing agreement with the Association as of the date hereof, pursuant to which Grantor will grant to the Association a limited license to use Seller's right, title and interest in and to certain trademarks, service marks, brands, promotional materials, logos and the like for "Redhawk Square", if any, in connection with the Association's governance of the Commercial Development, on the terms set forth in the licensing agreement.

DATED effective as of the Effective Date:

GRANTOR:

NSDF 3.5 LLC,  
an Idaho limited liability company

By: [Signature]

Name: Michael L. Fife  
Its: Manager

STATE OF IDAHO    )  
                          )ss.  
County of Ada     )

On this 20<sup>th</sup> day of August, 2020, before me a Notary Public, personally appeared Michael L. Fife, known or identified to me to be the manager of NSDF 3.5 LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company executed the same.

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

[Signature]  
NOTARY PUBLIC FOR IDAHO  
Residing at Meridian, ID  
My Commission Expires 07/25/2025

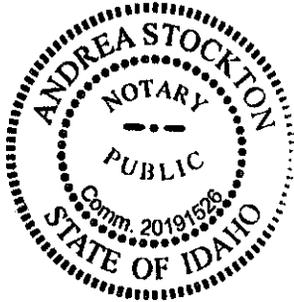




EXHIBIT B

Square footage and Percentage of the Lots  
With Apportioned Share of Common Area

Lot Number	Acres	Apportioned Square Footage	Percentage
Lot 2	0.397	17,282	11.47%
Lot 3	0.667	29,005	19.25%
Lot 4	0.613	26,715	17.73%
Lot 5	0.872	37,985	25.21%
Lot 6	0.911	39,687	26.34%
Common Lot (Lot 1 – note only)	(0.63)	(27,588)	
	-	-	
	3.46	150,674	100%



City of Kuna  
Planning & Zoning Department

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

## Agency Notification

August 31, 2020

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

<b>FILE NUMBER:</b>	20-19-FP (Final Plat) – Redhawk Square
<b>PROJECT DESCRIPTION</b>	AllTerra Consulting, on behalf of Mike Fife, requests Final Plat Approval for Redhawk Square, which consists of five buildable lots and one common lot (6 total lots) on 3.37 acres (APN: S1323212411)
<b>SITE LOCATION</b>	SWC of N School Ave and W Deer Flat Rd, Kuna, Idaho 83634.
<b>REPRESENTATIVE</b>	<i>Jay Walker</i> 849 E State St, Ste 104 Eagle, ID 83616 208-484-4479 <a href="mailto:kentlkb@gmail.com">kentlkb@gmail.com</a>
<b>SCHEDULED HEARING DATE</b>	Tuesday, <b>September 15, 2020.</b> 6:00 P.M.
<b>STAFF CONTACT</b>	Doug Hanson <a href="mailto:dhanson@kunaid.gov">dhanson@kunaid.gov</a> 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. 4<sup>th</sup> 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**

*Catherine A. Feistner, E.I.T*  
*Kuna Assistant City Engineer*

## FINAL PLAT MEMORANDUM

**Date:** 31 August 2020  
**From:** Catherine A. Feistner, E.I.T.  
**To:** Wendy Howell, Planning and Zoning Director  
**RE:** Redhawk Square, 20-19-FP

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The Redhawk Square, 20-19-FP Final Plat request dated 31 August 2020 has been reviewed. This review is based on land use as allowed or permitted in a "C-1" zone.

This application encompasses 3.46 acres, while the Agency Notification and Final Plat encompasses 3.37 acres, and the cover letter encompasses 3.47 acres. This application contains five (5) building lots and one (1) other lot. A commensurate burden will be placed on City of Kuna pressurized irrigation, sewer, & water utilities.

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. Design drawings were not provided with this application.

### **2) General**

- a) Redhawk Square, 20-19-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) 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.
- b) This project will add to Danskin Lift Station. This lift station is at capacity.

**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:

- c) Grading and drainage plans have been provided as part of the construction drawings.
- d) 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.
- e) 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.
- f) 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.*



received  
9.4.20

Serving Ada, Boise, Elmore and Valley Counties  
cdh.idaho.gov

20-0805

September 2, 2020

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

RE: Redhawk Square Subdivision

Dear Mr. McGrane:

Central District Health has reviewed and does approve the final plat for this subdivision for central water and central sewer facilities. Final approval was given September 2, 2020.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Lori Badigian".

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

cc: Michael Fife – NSDF 3.5, LLC / FS One Development  
Rock Solid Civil  
City of Kuna

LB:jm

**Ada & Boise County**  
707 N. Armstrong Pl.  
Boise, ID 83704  
208-375-5211

**Elmore County**  
520 E. 8th N.  
Mountain Home, ID 83647  
208-587-4407

**Valley County**  
703 1st St.  
McCall, ID 83638  
208-634-7194



# 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: 20-20-FP (Final Plat) – Greyhawk No. 11

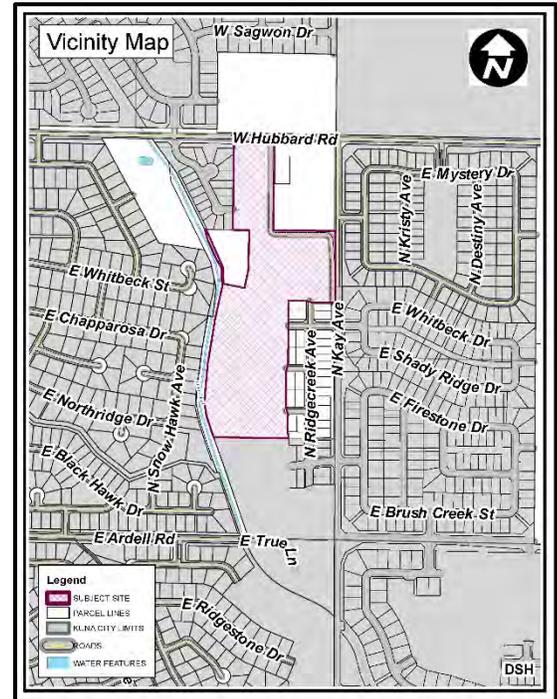
Location: Near NWC of E Ardell Road  
And N Kay Avenue,  
Kuna Idaho 83634

Planner: Doug Hanson, Planner I

Meeting Date: September 15, 2020

Owner/Applicant: Greyhawk West LLC  
701 S Allen Street, Suite 104  
Meridian, ID 83642  
208.695.2000  
[marmuth@hubblehomes.com](mailto:marmuth@hubblehomes.com)

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



### A. General Project Facts:

1. Kent Brown, on behalf of Greyhawk West LLC, is requesting final plat approval for Greyhawk No. 11 which has forty-four (44) buildable lots and five (5) common lots on a total of approximately 11.5 acres (Ada County Assessor Parcel No. S1313212487).

### B. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for Greyhawk No. 11.
2. Staff has determined that the proposed final plat for Greyhawk No. 11 is in conformance with the approved preliminary plat.

### C. Applicable Standards:

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

### D. Conditions of Approval:

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



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

### Commission & Council Review Application

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

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

**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)	20-20-FP
Project name	Greyhawk No. 11
Date Received	8.21.20
Date Accepted/Complete	8.31.20
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	9.15.20

#### Contact/Applicant Information

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

#### Subject Property Information

Site Address: _____
Site Location (Cross Streets): <u>Kay Street and Ardell</u>
Parcel Number (s): <u>S1313212487</u>
Section, Township, Range: <u>sec 13 T2n;1w</u>
Property size : <u>11.5acres</u>
Current land use: <u>vacant</u> Proposed land use: <u>Residential</u>
Current zoning district: _____ Proposed zoning district: _____

**Project Description**

Project / subdivision name: Greyhawk No 11

General description of proposed project / request: Final plat approval of Greyhawk No 11 which has 44 buildable lots and 5 commons lots

Type of use proposed (check all that apply):

Residential single family

Commercial \_\_\_\_\_

Office \_\_\_\_\_

Industrial \_\_\_\_\_

Other \_\_\_\_\_

Amenities provided with this development (if applicable): micro paths and portion of the park and play structure

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No

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

Any existing buildings to remain?  Yes  No

Number of residential units: \_\_\_\_\_ Number of building lots: 44

Number of common and/or other lots: 5

Type of dwellings proposed:

Single-Family single family

Townhouses \_\_\_\_\_

Duplexes \_\_\_\_\_

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

Other \_\_\_\_\_

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

Gross density (DU/acre-total property): 3.8 Net density (DU/acre-excluding roads): 5

Percentage of open space provided: 17.92% Acreage of open space: 1.98

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

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

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

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

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

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

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

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

~~Proposed Parking:~~

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

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

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

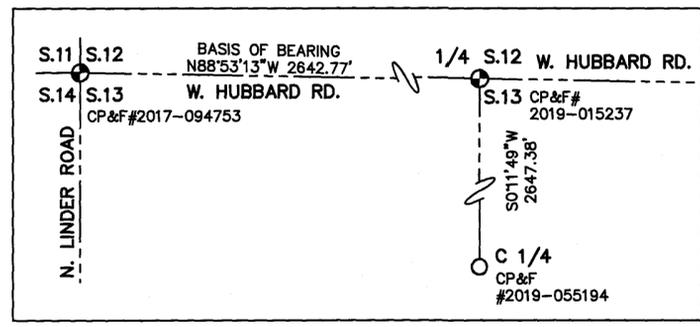
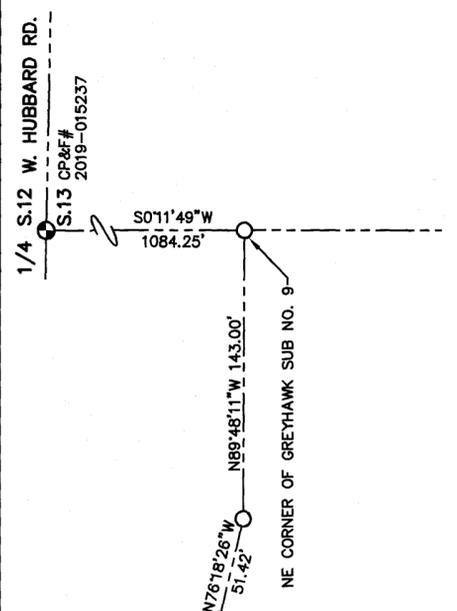
~~Proposed Lighting: \_\_\_\_\_~~

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

Applicant's Signature: [Signature] Date: August 19, 2020

# PLAT SHOWING GREYHAWK SUBDIVISION NO. 11

LOCATED IN THE E 1/2 OF THE NW 1/4 OF SECTION 13, T.2N., R.1W., B.M.  
KUNA, ADA COUNTY, IDAHO  
2020

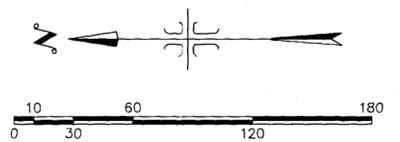


SECTION TIES

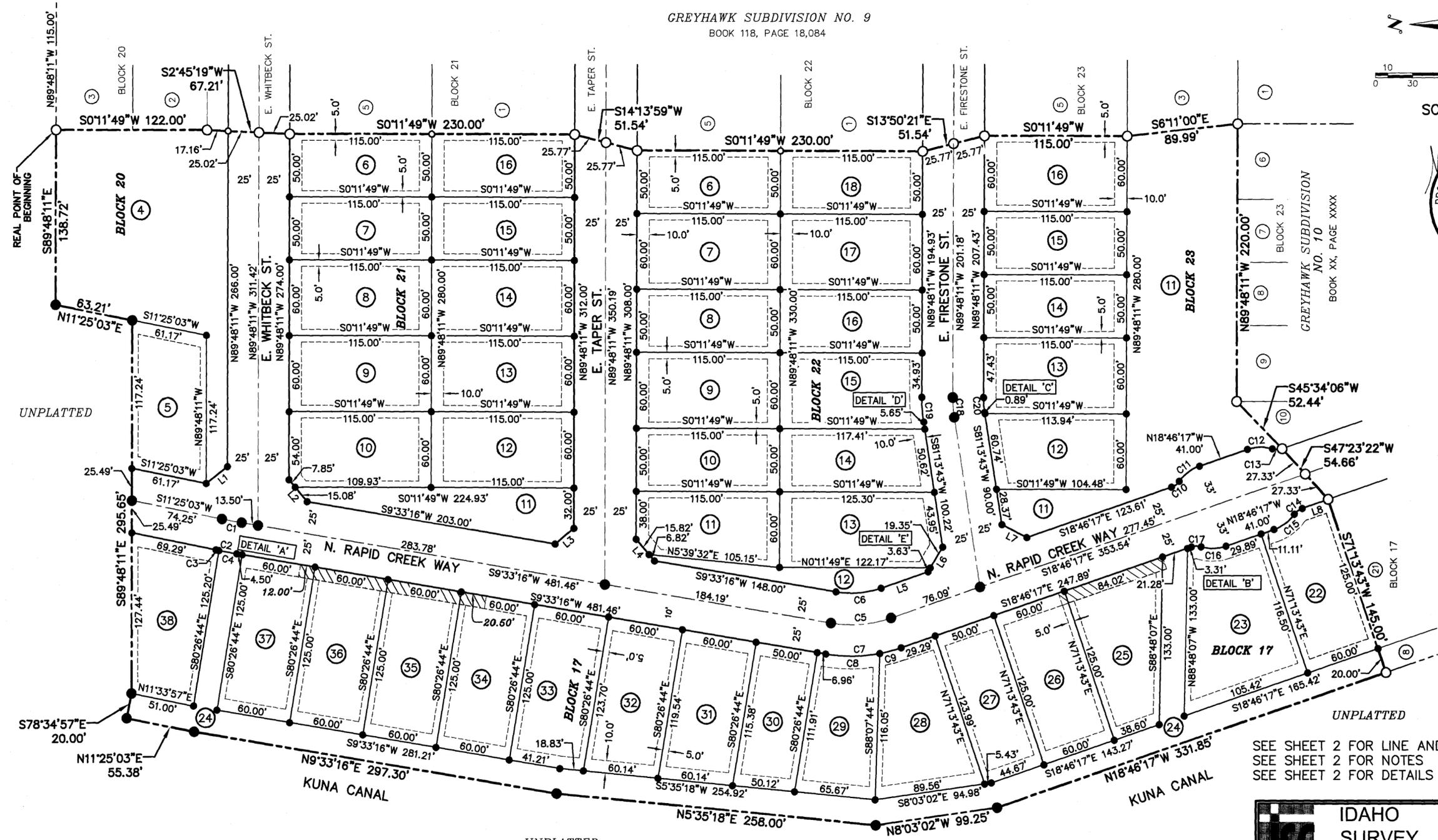
### LEGEND

- FOUND 1/2" IRON PIN WITH CAP PLS 7729
- FOUND 5/8" IRON PIN WITH CAP PLS 7729 UNLESS OTHERWISE NOTED
- ⊙ FOUND ALUMINUM CAP MONUMENT
- SET 1/2 IRON PIN WITH CAP PLS 7729
- SET 5/8" IRON PIN WITH CAP PLS 7729
- 60.83' EASEMENT LINE DIMENSIONS
- ⑦ LOT NO.
- △ CALCULATED POINT
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- EASEMENT LINE
- ACHD PERMANENT EASEMENT SEE NOTE 11
- ACHD STORM DRAIN EASEMENT SEE NOTE 2

GREYHAWK SUBDIVISION NO. 9  
BOOK 118, PAGE 18,084



SCALE: 1" = 60'



SEE SHEET 2 FOR LINE AND CURVE DATA TABLE  
SEE SHEET 2 FOR NOTES  
SEE SHEET 2 FOR DETAILS

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

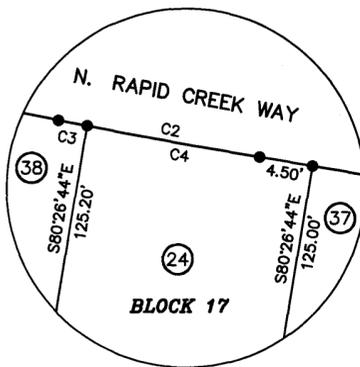
# GREYHAWK SUBDIVISION NO. 11

**NOTES:**

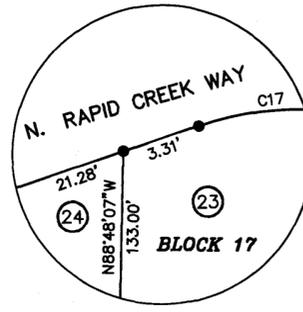
- EXCEPT FOR THE COMMON AREA LOTS THE FOLLOWING EASEMENTS SHALL APPLY. LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY LINE AND ALL REAR LOT LINES SHALL HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE AND PRESSURE IRRIGATION EASEMENT AS SHOWN ON THIS PLAT. EACH SIDE OF INTERIOR LOT LINES HAVE A FIVE (5) FOOT WIDE PUBLIC UTILITIES, PROPERTY DRAINAGE AND PRESSURE IRRIGATION EASEMENT AS SHOWN ON THIS PLAT.
- A PORTION OF LOTS 24, 25, 26, 34, 35, 36, AND 37, BLOCK 17 ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015, AS INSTRUMENT NO. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RE-SUBDIVISION AND MAY REQUIRE AMENDMENT OF THE DEVELOPMENT AGREEMENT.
- LOT 24, BLOCK 17, LOT 4, BLOCK 20, LOT 11, BLOCK 21, LOT 12, BLOCK 22, AND LOT 11, BLOCK 23 ARE DESIGNATED AS COMMON AREA LOTS AND SHALL BE SUBJECT TO A BLANKET PUBLIC UTILITIES, PROPERTY DRAINAGE AND PRESSURE IRRIGATION EASEMENT. SAID LOTS SHALL BE OWNED AND MAINTAINED BY THE GREYHAWK SOUTH HOMEOWNERS ASSOCIATION, INC. THIS OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF KUNA CITY. THE GREYHAWK SOUTH HOMEOWNERS ASSOCIATION, INC. IS RESPONSIBLE FOR PAYMENT OF IRRIGATION ASSESSMENTS FOR THE COMMON LOTS. IN THE EVENT THE GREYHAWK HOMEOWNER'S ASSOCIATION, INC. FAILS TO PAY THE ASSESSMENTS, EACH RESIDENTIAL LOT WILL BE RESPONSIBLE FOR A FRACTIONAL SHARE OF THE ASSESSMENT.
- MAINTENANCE OF ANY IRRIGATION, DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
- IRRIGATION WATER WILL BE PROVIDED BY CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(B). ALL LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION RIGHTS THROUGH THE NEW YORK IRRIGATION DISTRICT AND WILL BE OBLIGATED FOR ASSESSMENTS FROM CITY OF KUNA SUBJECT TO ORDINANCE 2016-19, ANNEXING THE GREYHAWK SUBDIVISION NO. 9 INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT AND POOLING THE APPURTENANT WATER RIGHTS THEREOF, RECORDED AS INSTRUMENT NO. xxxxxxxx RECORDS OF ADA COUNTY, IDAHO.
- MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
- THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL FACILITY OR AN EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- THIS SUBDIVISION IS LOCATED WITHIN ZONE X AS SHOWN ON THE FIRM PANEL 125 OF 875, ADA COUNTY, IDAHO AND INCORPORATED AREAS. A BUILDING PERMIT SHALL NOT BE ISSUED FOR ANY LOT THAT IS LOCATED WITHIN THE MAPPED FLOODPLAIN UNTIL A FLOOD PLAIN DEVELOPMENT PERMIT IS OBTAINED FOR THE INDIVIDUAL LOT. EACH LOT WITHIN THE MAPPED FLOODPLAIN SHALL REQUIRE AN INDIVIDUAL FLOOD PLAIN DEVELOPMENT PERMIT.
- THE HOMEOWNERS' ASSOCIATION (HOA), ITS OWNERSHIP AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO THE FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVE(S) MUNICIPAL IRRIGATION. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A LIEN FOR NON-PAYMENT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	21.76	S37°49'40"E
L2	22.94	N50°00'29"E
L3	19.47	N39°51'26"W
L4	22.64	N49°28'12"E
L5	40.11	N18°46'17"W
L6	22.98	N58°46'17"W
L7	22.43	N27°18'40"E
L8	22.09	S18°46'17"E

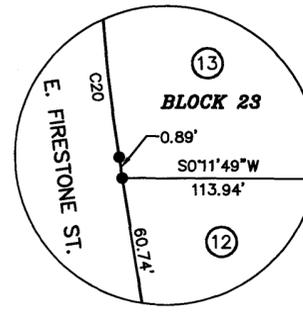
CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	500.00	16.26	16.26	S10°29'10"W	1°51'47"
C2	525.00	17.07	17.07	S10°29'10"W	1°51'47"
C3	525.00	2.44	2.44	S11°17'04"W	0°15'58"
C4	525.00	14.63	14.63	S10°21'10"W	1°35'49"
C5	100.00	49.44	48.94	S4°36'30"E	28°19'33"
C6	75.00	37.08	36.70	S4°36'30"E	28°19'33"
C7	125.00	61.80	61.17	S4°36'30"E	28°19'33"
C8	125.00	43.94	43.72	S0°30'59"E	20°08'31"
C9	125.00	17.85	17.84	S14°40'46"E	8°11'02"
C10	13.00	7.99	7.86	S36°22'06"E	35°11'39"
C11	33.50	20.58	20.26	N36°22'06"W	35°11'39"
C12	33.50	20.58	20.26	N1°10'28"W	35°11'39"
C13	13.00	7.99	7.86	S1°10'28"E	35°11'39"
C14	13.00	7.99	7.86	N36°22'06"W	35°11'39"
C15	33.50	20.58	20.26	S36°22'06"E	35°11'39"
C16	33.50	20.58	20.26	S1°10'28"E	35°11'39"
C17	13.00	7.99	7.86	N1°10'28"W	35°11'39"
C18	100.00	15.65	15.64	S85°42'46"W	8°58'06"
C19	125.00	19.57	19.55	S85°42'46"W	8°58'06"
C20	75.00	11.74	11.73	S85°42'46"W	8°58'06"



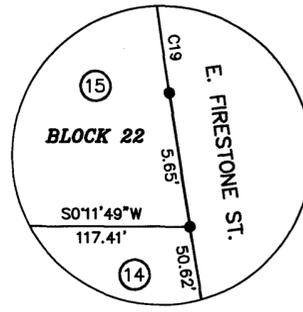
DETAIL 'A'  
SCALE: 1"=10'



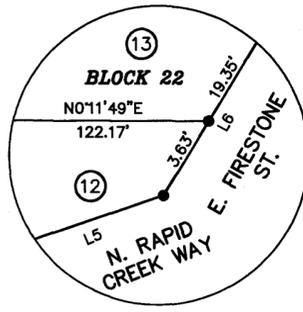
DETAIL 'B'  
SCALE: 1"=5'



DETAIL 'C'  
SCALE: 1"=5'



DETAIL 'D'  
SCALE: 1"=5'



DETAIL 'E'  
SCALE: 1"=5'



SEE SHEET 1 FOR LEGEND

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



# GREYHAWK SUBDIVISION NO. 11

### 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.

\_\_\_\_\_  
Central District Health                      Date

### CERTIFICATE OF COUNTY SURVEYOR

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

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

### APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

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

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

### CERTIFICATE OF COUNTY TREASURER

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

\_\_\_\_\_  
Date

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

### APPROVAL OF CITY ENGINEER

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

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

### COUNTY RECORDER'S CERTIFICATE

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

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

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

\_\_\_\_\_  
Deputy

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

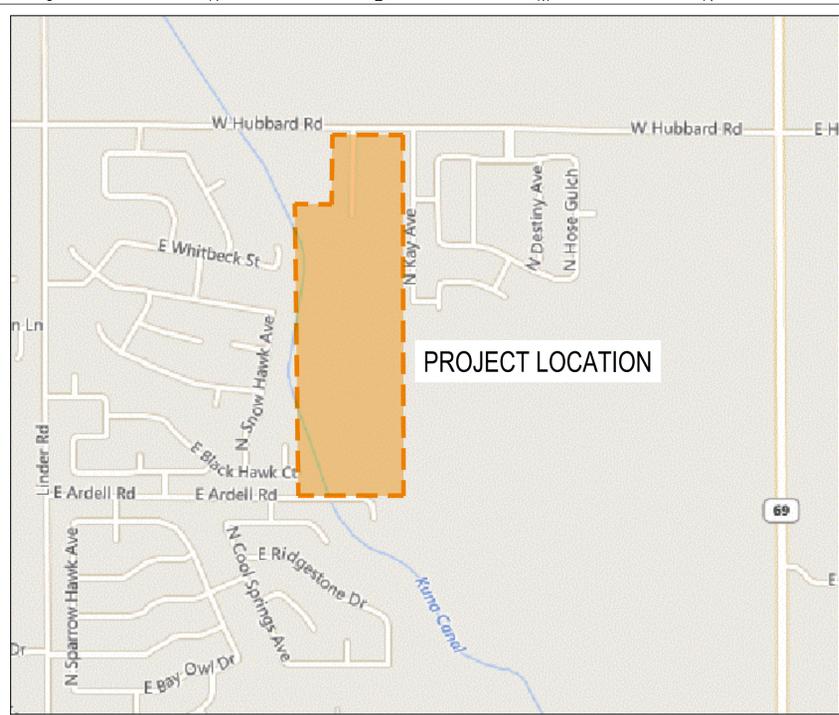
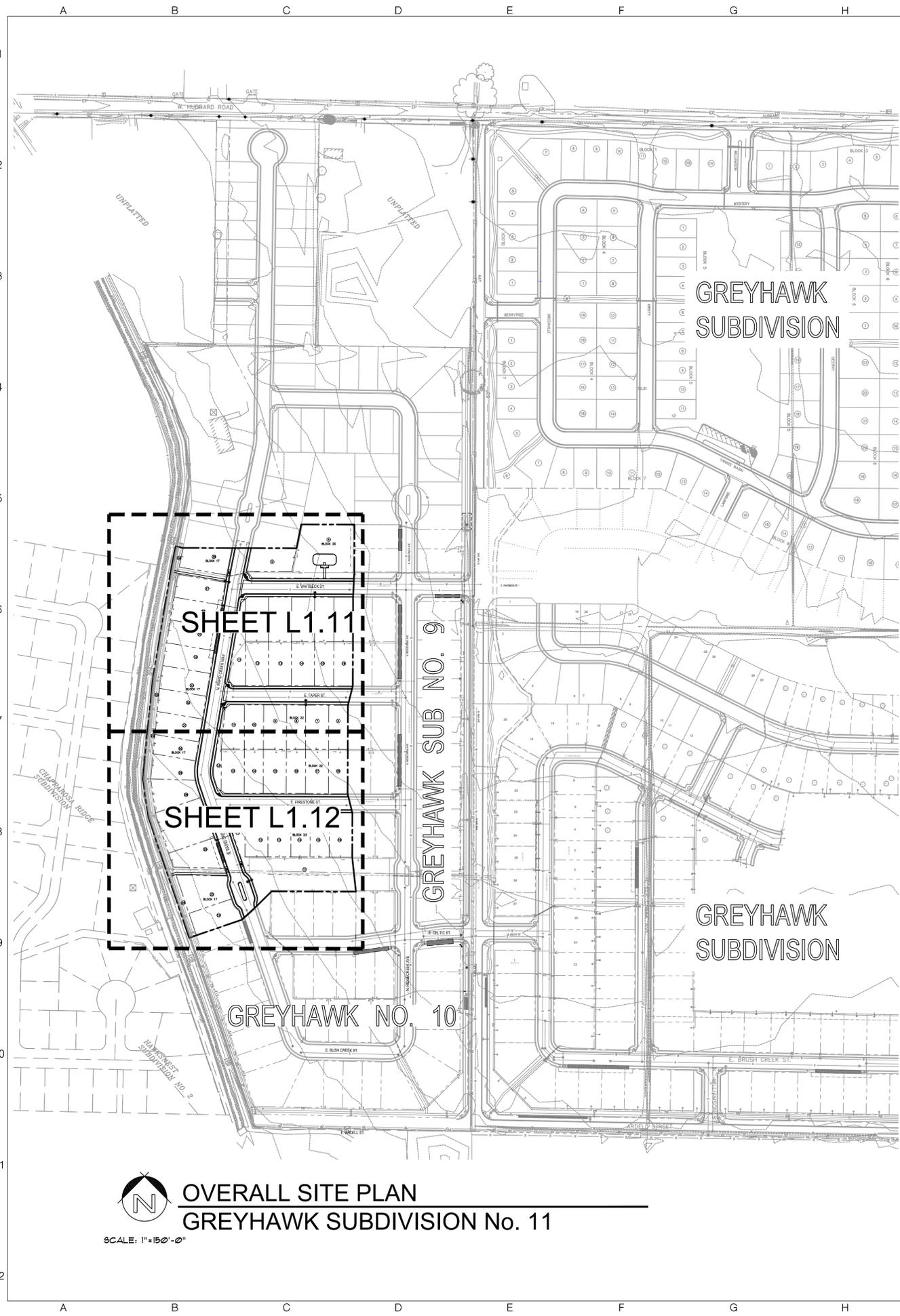
### APPROVAL OF CITY COUNCIL

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

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



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



VICINITY MAP

NTS

LANDSCAPE CALCULATIONS:

- ACRES OF DEDICATED OPEN SPACE:  
APPROXIMATE TOTAL ACREAGE: 1.39 ACRES  
(DOES NOT INCLUDE IN THE ROW'S)
- COMMON OPEN SPACE TREES: 60 TREES REQUIRED AT 1 PER 1000 S.F.  
60 TREES PROPOSED  
(DOES NOT INCLUDE IN ROAD FRONTAGE COMMON AREAS)
- MITIGATION FOR REMOVAL OF EXISTING TREES: N/A

DEVELOPMENT FEATURES

- ACREAGE  
TOTAL PARCEL: 11.05 ACRES  
TOTAL LOTS: 49  
BUILDABLE LOTS: 44  
COMMON LOTS: 5  
DENSITY DU/ACRE: 3.98  
COMMON AREA: 1.38 ACRES (11.92%)
- ZONING  
EXISTING: RR # A  
PROPOSED: R6
- SEWAGE DISPOSAL  
KUNA CITY SEWER
- WATER SUPPLY  
KUNA CITY WATER
- CITY  
CITY OF KUNA
- SCHOOL DISTRICT  
KUNA
- FIRE DISTRICT  
KUNA FIRE
- IRRIGATION DISTRICT  
NEW YORK IRRIGATION DISTRICT

OWNER

PROVIDENCE PROPERTIES, LLC  
101 S. ALLEN ST., STE #104  
MERIDIAN, ID 83642  
208-695-2401

DEVELOPER

HUBBLE HOMES  
MITCHELL S. ARMUTH  
DIRECTOR, LAND DEVELOPMENT  
101 S. ALLEN ST., STE #104  
MERIDIAN, ID 83642  
208-695-2401

ENGINEER

CK-ENGINEERING  
CHAD KINKELA  
860 HEADWATERS DR  
EAGLE, ID 83616  
208-869-0590

PLANNER/CONTACT

KENT BROWN PLANNING SERVICES  
KENT BROWN  
3161 E. SPRINGWOOD DR  
MERIDIAN, ID 83642  
208-811-6842



DATE: 03/09/2020



2002 S. Vista Ave  
Boise, ID 83705  
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208-342-2999 Cell  
sbe@sbbaia.com  
www.sbbaia.com  
South Landscape Architecture P.C.  
Dba South Beck & Baird Landscape Architecture P.C.

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REVISIONS:

No.	Date	Description

**LANDSCAPE PLAN**  
**Greyhawk Subdivision No. 11**  
**Kuna, Idaho**

DRAWN BY:  
ACK

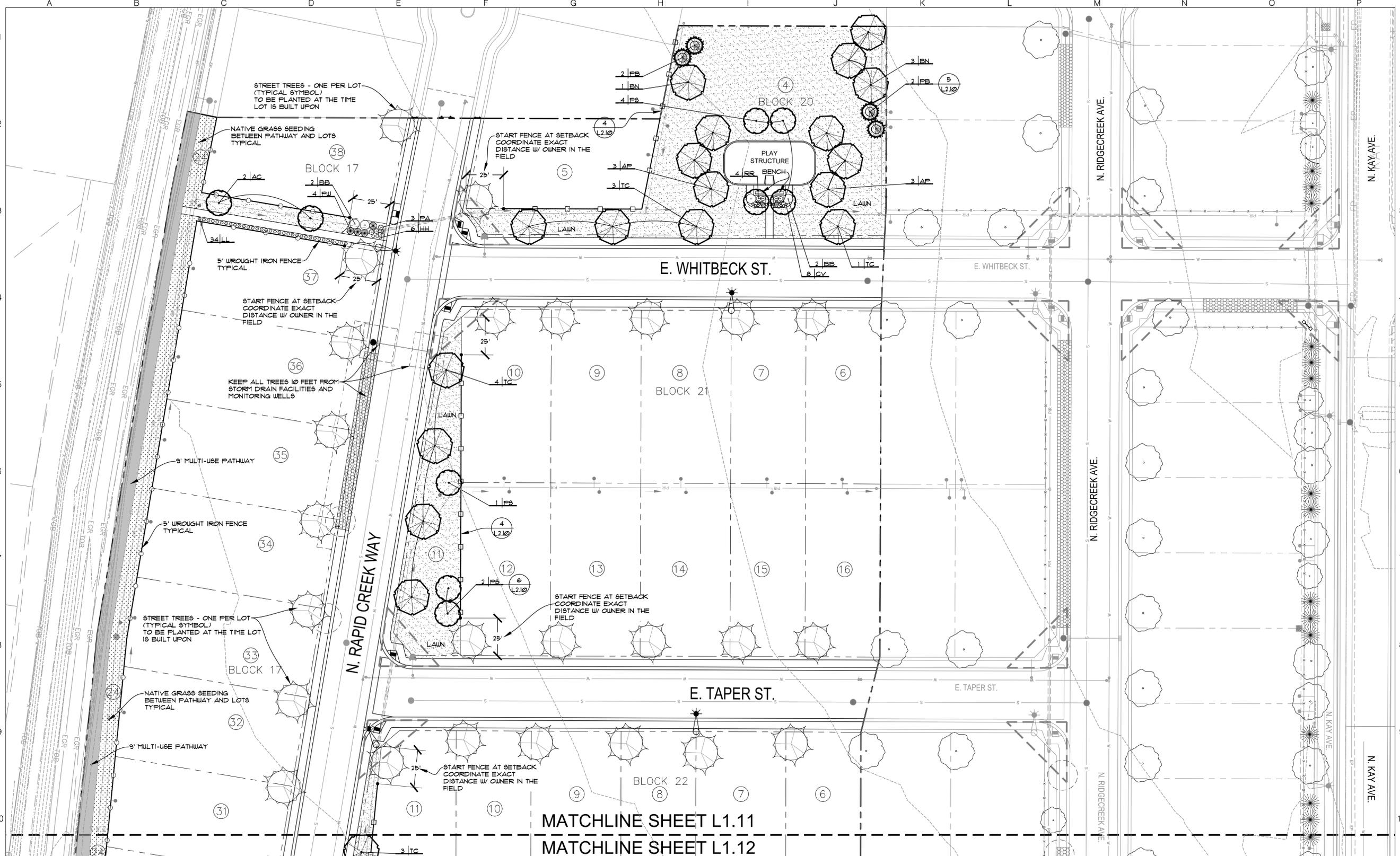
CHECKED BY:  
JDR

PROJECT NUMBER  
20-0014

SHEET:

L1.10

OVERALL SITE PLAN  
GREYHAWK SUBDIVISION No. 11  
SCALE: 1"=150'-0"

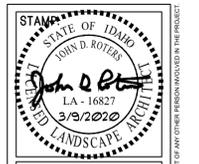


**LANDSCAPE PLAN**  
SCALE: 1"=30'-0"

**SEE SHEET L1.10 FOR OVERALL SITE PLAN,  
SHEETS L1.11 & L1.12 FOR LANDSCAPE PLANS  
AND SHEET L2.10 FOR LANDSCAPE NOTES & DETAILS**

**LEGEND:**

-  LAWN AREA - Dwarf Turf Type Tall Fescue
-  6' HGT. (4' SOLID & 2' LATTICE) VINYL FENCING (SEE DETAIL 4/L2.10)
-  5' HGT. WROUGHT IRON FENCING (SEE DETAIL 3/L2.10)
-  STREET TREE - 1 PER LOT (SEE RESIDENTIAL STREET TREE LIST ON SHEET L2.10). TREES TO BE INSTALLED BY LOT OWNER/DEVELOPER AT TIME OF CONSTRUCTION.



DATE: 03/09/2020

**811**  
Professional Services  
CALL 2 BUSINESS DAYS BEFORE ANY EXCAVATION TO IDENTIFY UTILITIES  
www.811idaho.com

2022 S. Visa Ave  
Boise, ID 83705  
208.342.2999 Office  
318.342.2999 Mobile  
jdb@southbeckandbaire.com  
www.southbeckandbaire.com

**SOUTH BECK & BAIRD**  
South Landscape Architecture P.C.  
Dba South Beck & Baird Landscape Architecture P.C.

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**REVISIONS:**

No.	Date	Description

**LANDSCAPE PLAN**  
**Greyhawk Subdivision No. 11**  
**Kuna, Idaho**

DRAWN BY: ACK

CHECKED BY: JDR

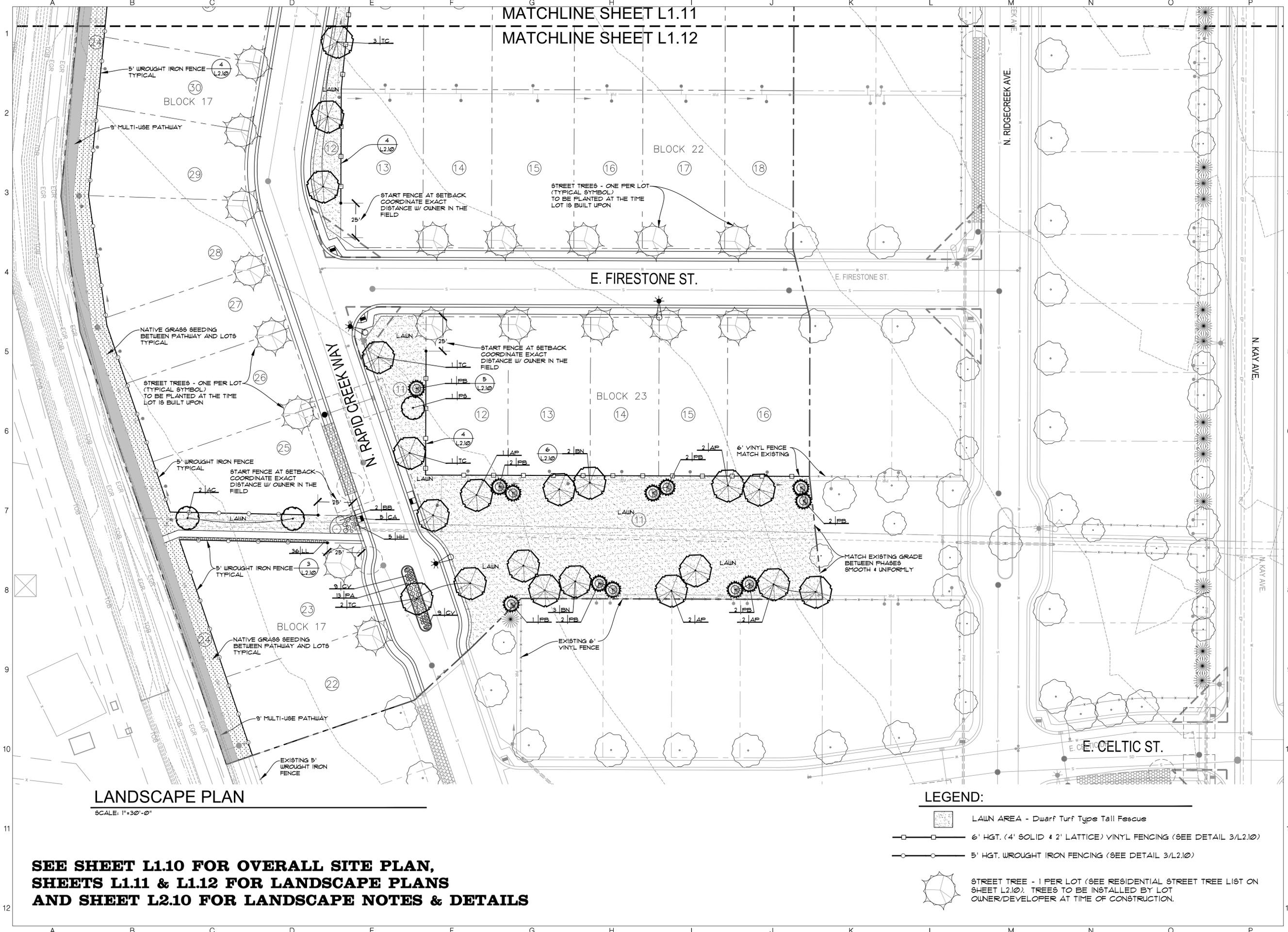
PROJECT NUMBER  
20-0014

SHEET:

**L1.11**

THE PROFESSIONAL SERVICES OF THE DESIGN PROFESSIONAL ARE PERFORMED IN THE INTEREST OF THE CLIENT AND CONTRACTOR. RELIANCE IS ASSURED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSONS IN THE PROJECT.

MATCHLINE SHEET L1.11  
MATCHLINE SHEET L1.12



LANDSCAPE PLAN  
SCALE: 1"=30'-0"

LEGEND:

- LAWN AREA - Dwarf Turf Type Tall Fescue
- 6' HGT. (4' SOLID & 2' LATTICE) VINYL FENCING (SEE DETAIL 3/L2.10)
- 5' HGT. WROUGHT IRON FENCING (SEE DETAIL 3/L2.10)
- STREET TREE - 1 PER LOT (SEE RESIDENTIAL STREET TREE LIST ON SHEET L2.10). TREES TO BE INSTALLED BY LOT OWNER/DEVELOPER AT TIME OF CONSTRUCTION.

**SEE SHEET L1.10 FOR OVERALL SITE PLAN,  
SHEETS L1.11 & L1.12 FOR LANDSCAPE PLANS  
AND SHEET L2.10 FOR LANDSCAPE NOTES & DETAILS**



DATE: 03/09/2020



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South Landscape Architecture P.C.  
Dba South Beck & Baird Landscape Architecture P.C.

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REVISIONS:	No.	Date	Description

**LANDSCAPE PLAN  
Greyhawk Subdivision No. 11  
Kuna, Idaho**

DRAWN BY: ACK

CHECKED BY: JDR

PROJECT NUMBER  
20-0014

SHEET:

L1.12

### PLANT SCHEDULE

(NOTE: ALL TREES TO BE GRADE #1)

KEY	BOTANICAL NAME COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
<b>TREES</b>				
AC	Acer platanoides 'Columnar' Columnar Norway Maple	2" B4B	35' hgt. 15' wide	
AP	Acer platanoides 'Deborah' Deborah Maple	2" B4B	35' hgt. 30' wide	CLASS II
BN	Betula nigra River Birch	1 1/2" B4B MULTI-TRUNK	35' hgt. 25' wide	CLASS II
PB	Picea pungens 'Bacheri' Bacheri Spruce	6" hgt. B4B	12' hgt. 10' wide	CONIFER
PS	Prunus sargentii 'Columnaris' Columnar Sargent Cherry	2" B4B	30' hgt. 15' wide	CLASS I
TC	Tilia americana 'Greenspire' Greenspire Linden	2" B4B	35' hgt. 30' wide	CLASS II
<b>SHRUBS</b>				
BB	Euonymus alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
FW	Pinus strobus 'Blue Shag' Blue Shag Eastern White Pine	5 Gal.	4' hgt. x 4' wide	
RR	Rosa x 'Flower Carpet' Merlot Flower Carpet Rose	2 Gal.	3' hgt. x 4' wide	
<b>GROUND COVERS/ GRASSES/ PERENNIALS</b>				
CA	Calamagrostis x. acutiflora 'Overdam' Dwarf Feather Grass	1 Gal. * 36" O.C.	3' hgt. x 2' wide	
CV	Coreopsis verticillata 'Zagreb' Zagreb Threadleaf Tickseed	1 Gal. * 36" O.C.	12" hgt. x 18" wide	
HH	Hemerocallis x 'Stella De Oro' Stella De Oro Daylily	1 Gal. * 36"-48" O.C.	18" hgt. x 2' wide	
LL	Lavandula angustifolia 'Thumbelina Leigh' Thumbelina English Lavender	1 Gal. * 36" O.C.	12" hgt. x 18" wide	
PA	Pennisetum alopecuroides 'Hamelin' Hamelin Dwarf Fountain Grass	1 Gal. * 36" O.C.	2' hgt. x 3' wide	

### RESIDENTIAL STREET TREE LIST

BOTANICAL NAME COMMON NAME	PLANTING SIZE	MATURE SIZE
<b>TREES</b>		
Acer platanoides 'Fairview' Fairview Maple	2" B4B	45' hgt. 35' wide
Fraxinus pennsylvanica 'Urbanite' Urbanite Green Ash	2" B4B	35' hgt. 30' wide
Pyrus calleryana 'Holmford' Bradford Flowering Pear	2" B4B	35' hgt. 30' wide
Quercus rubra Red Oak	2" B4B	30' hgt. 25' wide

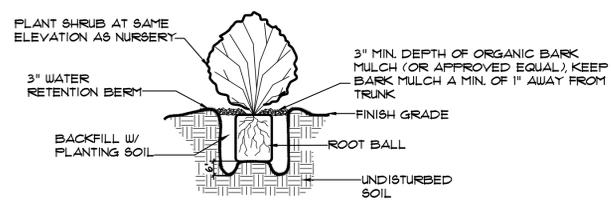
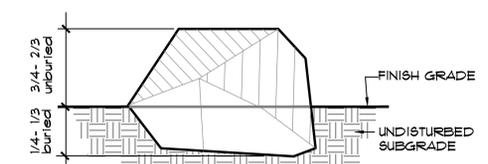
NOTE - RESIDENTIAL STREET TREES SHALL BE SELECTED FROM THE ABOVE LIST AND INSTALLED BY LOT OWNER/DEVELOPER AT TIME HOMES ARE BUILT ON EACH LOT.

### LANDSCAPE NOTES

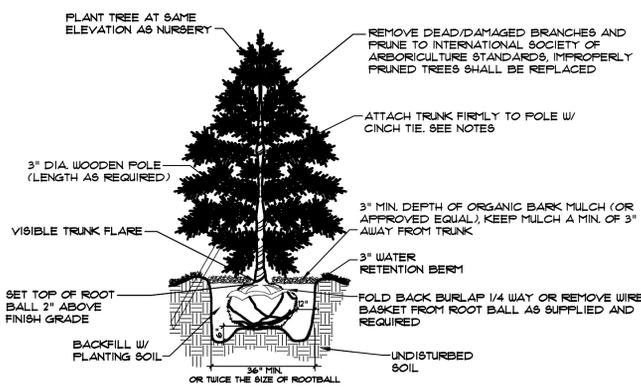
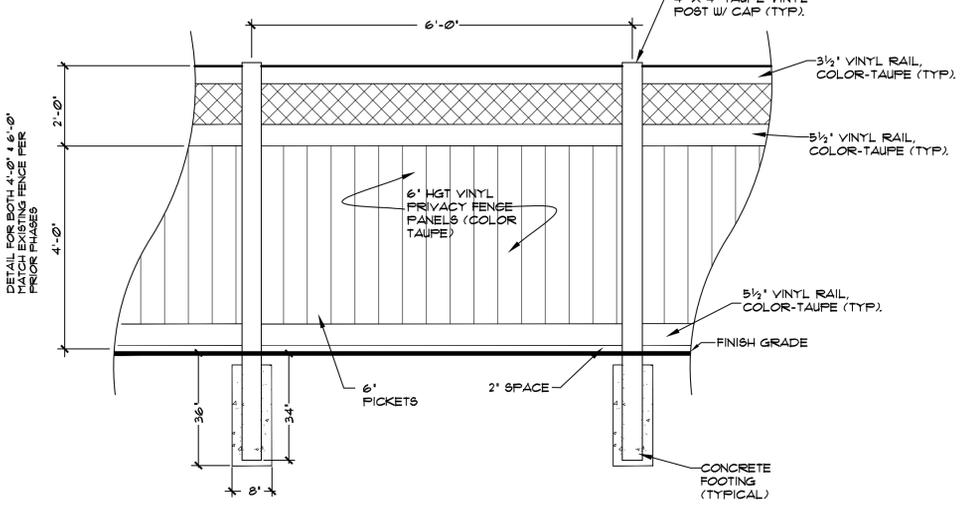
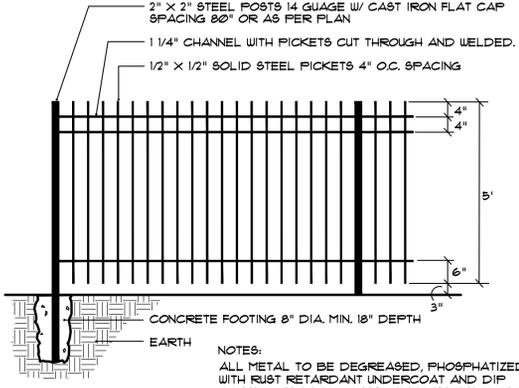
- All plant material shall conform to the American Nurseryman Standards for type and size shown. Plants will be rejected if not in a sound and healthy condition. All plant material shall be Grade #1 or better.
- All planting beds and tree wells in lawn areas (wells to be 3' in diameter) shall be covered with a minimum of 3" of small bark chips, match existing. Submit sample for approval.
- All lawn areas shall be Hydro-seeded with 100% Turf Type Tall Fescue (Festuca arundinacea). Lawn to be seeded @ a rate of 8 lbs. per 1000 sq. ft. OR per seed manufacturer's recommendations. Contractor shall provide (at time of bid) an add/alternate price per square foot for sod in place of lawn seeding AND coordinate installation with the owner.
- All plant material shall be guaranteed for a period of one year beginning at the date of acceptance by Owner. Replace all plant material found dead or not in a healthy condition immediately with the same size and species at no cost to the Owner.
- Planting backfill for trees and planting beds shall be 5 parts topsoil and 1 part compost with straw. Stake all trees per details.
- All lawn areas shall have 6" of topsoil and all planting beds shall have 12" of topsoil. Topsoil shall be a loose, friable, sandy loam, clean and free of toxic materials, noxious weeds, weed seeds, rocks, grass, or other foreign material larger than 1" in any dimension, a pH from 5.5 to 7.0. Top soil from site shall be used, if meeting these standards. Place 1/2" compost over all landscaped areas and rototill into top 4". Spread, compact, and fine grade topsoil to a smooth and uniform grade, 1" below surface of walks and curbs in areas to be sodded and 3" in planting bed areas.
- Fertilize all trees and shrubs with 'Agriform' planting tablets, 21 gram. Quantity per manufacturer's recommendation.
- Plant material shall not be substituted without the written permission of Owner. Submit names of three suppliers contacted if substitution is requested and plant material specified is not available.
- Shrub planting beds shall be shovel edged to create a distinct separation of landscape types.
- Immediately clean up any topsoil, or other debris on site created from landscape operation and dispose of properly off site.
- All common landscape areas shall have an automatic underground sprinkler system which insures complete coverage and is properly zoned for required water uses. Planter strips shall have low water usage Hunter PRO-spray heads with MP rotator nozzles and the common area shall have 4" PGP-ADJ gear driven heads with head to head coverage. All shrub beds shall be drip irrigated per manufacturer's recommendations. The irrigation system shall be design built by a qualified irrigation contractor.
- Coordinate all drainage areas and utilities with tree locations and adjust per field conditions.
- No trees shall be planted within the 10 foot clear zone of all storm drain pipe, structures, or facilities.
- Seepage beds must be protected from any and all contamination during the construction and installation of the landscape irrigation system.
- All trees to be located a minimum of 5 feet or greater from the back of any sidewalk.
- Keep all sand windows in drainage areas open at all times.

### GENERAL LANDSCAPE NOTES

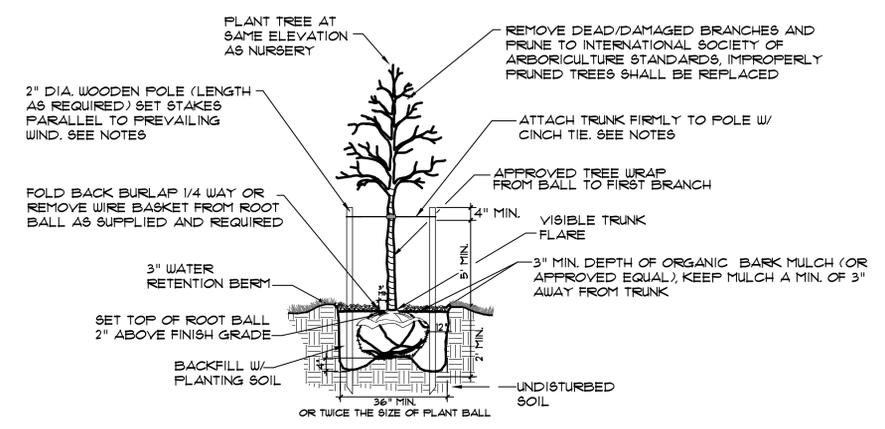
- NO TREES SHALL BE PLANTED WITHIN THE 10 FOOT CLEAR ZONE OF ALL ACHD STORM DRAIN PIPE, STRUCTURES, OR FACILITIES.
- SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
- ALL TREES TO BE LOCATED A MINIMUM OF 5 FEET OR GREATER FROM THE BACK OF ANY SIDEWALK.
- KEEP ALL SAND WINDOWS IN DRAINAGE AREAS OPEN AT ALL TIMES.



NOTE - DIG HOLE TWICE THE SIZE OF ROOT BALL



- NOTES:
- THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION HOWEVER THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR THE TERM OF THE WARRANTY.
  - WRAP RUBBER CINCH TIE (OR APPROVED EQUAL) AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT MOVEMENT.
  - WATER IN BACKFILL BELOW THE ROOT BALL PRIOR TO SETTING TREE (TO INSURE NO SETTLING WILL OCCUR).
  - DEEP SOAK TREE TWICE WITHIN THE FIRST 48 HOURS.



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DATE: 03/03/2020

**SOUTH BECK & BAIRD**  
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REVISIONS:

No.	Date	Description

# LANDSCAPE PLAN Greyhawk Subdivision No. 11 Kuna, Idaho

DRAWN BY: ACK

CHECKED BY: JDR

PROJECT NUMBER: 20-0014

SHEET: L2.10



## City of Kuna

P.O. Box 13  
Kuna, ID 83634

Phone: (208) 922-5274  
Fax: (208) 922-5989  
Web: [www.cityofkuna.com](http://www.cityofkuna.com)

**To:** Kuna City Council

**File Numbers:** Grayhawk Subdivision / 06-06-S (Preliminary Plat) / 06-02-DA (Development Agreement) / 06-04-ZC (Rezone)

**Site location:** 447 W. Hubbard Road / Hubbard, Kay & Ardell Roads

**Planner:** Lisa Bachman

**Hearing date:** Wednesday, November 8, 2006

**Applicant:** Providence Development Group, LLC  
701 S. Allen St., Suite 104  
Meridian, Idaho 83642

**Owner:** Jerry Hess IRA  
P.O. Box 328  
Meridian, Idaho 83642

**Engineer:** Bailey Engineering, Inc.  
1500 E. Iron Eagle Dr.  
Eagle, Idaho 83616

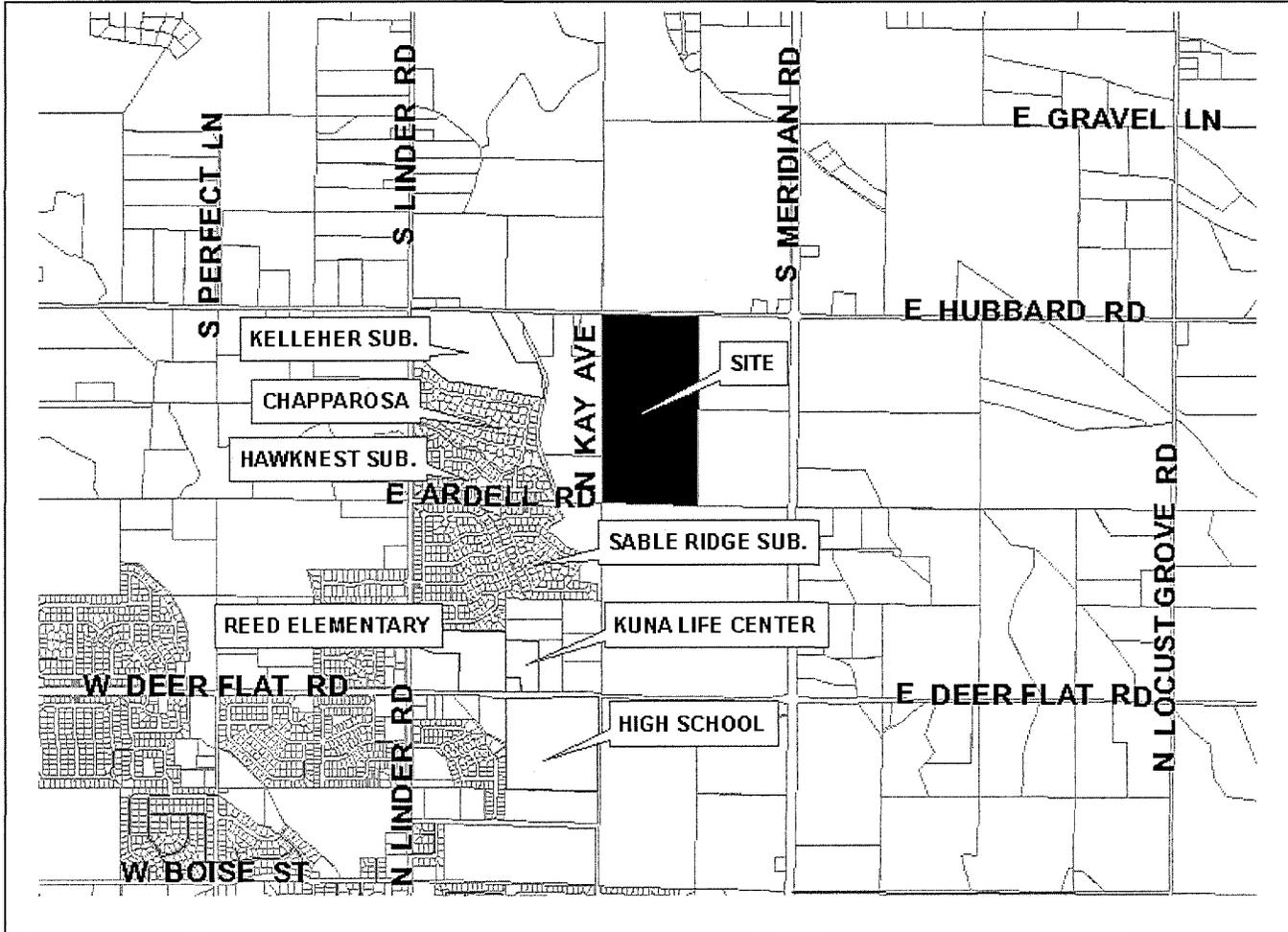
### Application Information:

Current Zone: A (Agricultural in Kuna City limits)  
Proposed Zone: R-6 (Medium Development Density 4-6 units/acre)  
Proposed Density: 3.95 DU per acre  
Common Area %: 12.67%  
Park Area: 3.6 acres  
Total Acres: approx. 80.18-acres  
Single-family lots: 317 lots  
Common lots: 18 lots  
**Total lots: 335 total lots**

### Project Summary:

The applicant is requesting preliminary plat and rezone approval with a Development Agreement for 317 single-family lots on approximately 80.18-acres. The site is located on the south side of Hubbard, east side of Kay and on the north side of Ardell. The site was recently annexed into the City of Kuna with an Agricultural zone and will be participating in the Local Improvement District for the new wastewater treatment plant. Subdivision access will be via Hubbard, Kay and Ardell. Proposed amenities include a common 3.6-acre park area and pedestrian areas with paved pathways throughout the site.

**VICINITY MAP**



**A. Existing Site Conditions**

**1. Surrounding land use and zoning:**

<b>North</b>	RR (Ada County)	Agricultural
<b>South</b>	RUT (Ada County)	Agricultural
<b>East</b>	RR (Ada County)	Agricultural
<b>West</b>	RR (Ada County), A, R-4, R-5 (Kuna City)	Agricultural and single-family residential

**2. Parcel numbers:**

S1313120700  
S1313120602

**3. Comprehensive Future Land Use Map:**

The site is identified as Medium and High Development Density (4-6 and 7+ units/acre) on the Comprehensive Future Land Use Map.

**4. Property size:**

Approx. 80.18 acres

**5. Existing structures:**

Single-family dwelling and some outbuildings (single-family dwelling has been removed)

**6. Existing Vegetation:**

The site contains natural soils and grasses.

**B. Procedural Items:**

Received Application	Accepted Application	Gov't Agency Notification	Property owners 300-ft. notification		Legal Hearing publication		Posted public hearing sign	
05-19-06	05-24-06	06-09-06	P&Z	09-07-06	P&Z	09-11-06	P&Z	09-19-06
			CC	10-18-06	CC	10-23-06	CC	10-18-06

**C. Staff Analysis/Findings for Consideration:**

Development Agreement

**1. Proposed Development Agreement:**

The proposed Development Agreement includes the following details:

3.1: The sole use (s) allowed and restrictions required pursuant to the conditional rezone as reflected in this Agreement are as follows:

3.1.1 Developer shall develop the property subject to the conditions and limitations set forth in the Agreement.

3.1.2 Developer agrees to plat no more than 313 buildable lots on the 80.20 acres of the property located east of Kay Avenue and is required to maintain R-6 lot area percentages on the property in accordance with the Kuna City Code.

3.1.3 Developer agrees to construct homes on the property ranging in size from 1,400 square feet to 3,555 square feet or larger. The range of home sizes shall be as follows:

3.1.4 Developer agrees to the following common area and parks consisting of a total 10.18 acres.

- 3.1.4.1 3.83 acre park
- 3.1.4.2 0.91 acre strip
- 3.1.4.3 0.48 acre strip park

3.1.5 Perimeter landscape lots shall be maintained by the homeowners' association and shall be the following dimensions:

- 3.1.5.1 30 feet wide adjacent to Hubbard Road with a five-foot meandering sidewalk.
- 3.1.5.2 20 feet wide adjacent to Kay Avenue with a five-foot meandering sidewalk.
- 3.1.5.3 20 feet wide adjacent to Ardell Road with a five-foot meandering sidewalk.

3.1.6 Perimeter fencing on Hubbard Road, Kay Avenue, and Ardell Road shall consist of a five-foot vinyl fence constructed atop a three-foot high earthen berm for a total minimum screening height measured from the back of the adjacent sidewalk of eight feet.

- 3.1.7 Pathway lots shall be 20-feet wide consisting of a six-foot wide asphalt path with the remaining 14 feet landscaped and maintained by the homeowners' association.
- 3.1.8 The interior street section shall include a four-foot wide detached sidewalk located within an easement to the Ada County Highway District, offset from the back of curb by five feet. The five foot landscape area shall include grass and trees installed and maintained by the adjacent homeowner.

Subdivision

**2. Commission's Findings (KCC 6-2-3-H-2)**

In determining the acceptance of a proposed subdivision, the commission shall consider the objectives of this title and at least the following:

- a. The conformance of the subdivision with the comprehensive development plan;
- b. The availability of public services to accommodate the proposed development;
- c. The continuity of the proposed development with the capital improvement program;
- d. The public financial capability of supporting services for the proposed development; and
- e. The other health, safety or environmental problems that may be brought to the commission's attention.

- The proposed preliminary plat complies with the Comprehensive Development Plan.
- Public services will be available to the site with the new wastewater treatment plant.
- The proposed development could be integrated with a new capital improvement plan.
- The property is included in the Local Improvement District, which ensures financial capability.
- There is no health, safety or environmental concerns relating to the proposed preliminary plat.

**Road Improvements & Sidewalks – Kuna City Code**

**3. Street Right of Way Width Specifications (KCC 6-3-4-A)**

Street and road right of way widths shall conform to the adopted major street plan or comprehensive development plan and the rules of the state department of highways and the highway district or department having jurisdiction. Minimum right of way standards are as follows:

Expressway or freeway	160-260 feet
Major arterial	80 feet
Minor arterial	80 feet
Collector street	60 feet
Minor street (local)	50 feet

**Street and Road location (KCC 6-3-3-H)**

Half Streets: Half streets shall be prohibited except where unusual circumstances make such necessary to the reasonable development of a tract in conformance with this Title and where satisfactory assurance for dedication of the remaining part of the street is provided. Whenever a tract to be subdivided borders on an existing half or partial street, the other part of the street shall be dedicated within such tract.

**Required Public Improvements (KCC 6-4-2 B-D)**

Every subdivider shall be required to install the following public and other improvements in accordance with the conditions and specifications as follows:

- B. Streets and Alleys: All streets and alleys shall be constructed in accordance with the standards and specifications adopted by the Council. (Ord. 231, 12-7-1977)
- C. Curbs and Gutters: Vertical curbs and gutters shall be constructed on collector and arterial streets. Rolled curbs and gutters or other landscaping and drainage as may be established by the Council and consistent with subsection G of this Section shall be required on minor streets. All construction shall be in accordance with the standards and specifications adopted by the Council. (Ord. 403, 10-5-1993)
- D. Bicycle Pathways: A bicycle pathway shall be provided within all subdivisions, as part of the public right of way or separate easement, as may be specified in an overall bicycle plan as adopted by the Council. (Ord. 231, 12-7-1977)

**Landscape Buffer and Sidewalk (KCC 6-3-11-A & 6-4-2-L)**

KCC 6-3-11-A: Kuna City code requires a minimum 20-foot wide planting reserve strip next to collector and arterial roads.

KCC 6-4-2 L: Kuna City code requires a minimum 5-foot wide to 8-foot wide detached concrete sidewalk to be constructed along all arterial and collector roadways with a minimum 10-foot wide landscaped buffer.

**Kuna Comprehensive Street Plan Map**

Master Plan: The Kuna Comprehensive Street Plan Map identifies a future north-south mid-mile collector (Kay Avenue) and an east-west mid-mile collector (Ardell). Hubbard Road is identified as a minor arterial.

**Kuna Comprehensive Bicycle Plan (Bicycle/Pedestrian Path Master Plan Map)**

The Kuna Comprehensive Plan Bicycle/Pedestrian Path Master Plan map identifies a bike/pedestrian path abutting the site along the south side of Hubbard Road. The Bicycle/Pedestrian Master Plan requires 8-foot wide sidewalks.

**Road Improvements & Sidewalks – Proposed & Required****Internal / Local Roads:**

The applicant is proposing the internal local roads with 50-feet of right-of-way, 36-foot street sections and rolled curb, gutter and 5-foot wide sidewalks.

- The local roads right-of-way, street sections, curb and gutter meet City Code.

**Collector Streets for the mid-miles:**

Kay Ave (north-south) and Ardell Road (east-west):

Proposed- The applicant is proposing to construct one half of both mid-mile collector streets with 42-feet of right-of-way, 24-feet of pavement, vertical curb, gutter and 5-foot wide meandering sidewalks and pedestrian ramps with a 20-foot wide landscaped buffer.

- The proposed road improvements for the proposed collector streets meet City code. The street sections will be completed for Kay and Ardell when the

adjacent properties develop. Until the surrounding properties develop, Kay and Ardell will serve as access for this subdivision only.

### Arterial Road

Hubbard Road:

Proposed- The applicant is proposing to construct Hubbard Road with 35-feet of right-of-way from centerline with a 5-foot wide meandering sidewalk with a 20-50-foot landscaped buffer (meandering buffer – widths vary).

#### Right-of-Way

- The proposed right of way width for Hubbard Road does not meet City code. City code requires a minimum of 40-feet of right-of-way from centerline on arterial roads. ACHD has required the applicant to dedicate a total of 35-feet of right-of way from centerline. Staff recommends the applicant dedicate a 10-foot wide reserve strip in addition to the landscape buffer and 35-feet of right-of-way. This should accommodate any future widening for Hubbard Road.

#### Sidewalk, Buffer, Curb and Gutter

- Due to the fact that the south side of Hubbard Road is identified as a future Bicycle/Pedestrian Pathway on the Comprehensive Plan, the applicant shall construct an **8-foot wide sidewalk** along Hubbard Road with a 20-50-foot wide landscaped buffer (meandering buffer –varying width) in accordance with the Kuna Comprehensive Pedestrian/Bicycle Plan and City code. City code requires curb and gutter to be constructed on all collector and arterial roads, and ACHD has not required curb and gutter. Due to the fact that Hubbard Road will be widened in the future, the applicant will not be required to construct curb and gutter.

## 4. Street Names (KCC 6-3-5 A & B)

A. Street names shall not duplicate any existing street name within the county except where a new street is an uninterrupted extension and continuation of an existing street. Street names that may be spelled differently but sound the same as existing streets shall not be used.

B. All new streets shall be named as follows: Streets having a predominately north-south direction shall be named "Avenue" or "Road"; streets having a predominately east-west direction shall be named "Street" or "Way"; meandering streets shall be named "Drive", "Lane", "Path" or "Trail"; and cul-de-sacs shall be named "Circle", "Court" and "Place".

- The following proposed street names are approved as proposed:
  - W. Hubbard Rd.
  - E. Mystery Dr.
  - N. Greenville Ave.
  - E. Makay St.
  - N. Hose Gulch Ave.
  - E. Yankee Basin Dr.
  - N. Lanford Ave.
  - E. Red Vale Dr.
  - E. Shady Ridge Dr.
  - N. Walton Ave.
  - N. Golden Hills Ave.
  - N. Merlin Ave.
  - E. Firestone Dr.
  - N. Elk Creek Ave.
  - N. Everglade Ave.

- E. Red Creek St.
- N. Fox Creek Ave.
- E. Brush Creek St.
  
- Due to the fact that the roads are not an uninterrupted extension, the following street names shall be given a new name.
  - Either the easterly or westerly portion of E. Makay St.
  - Either the easterly or westerly portion of E. Polk St.
  - Either the easterly or westerly portion of E. Celtic St.
  - Either the northern or southern portion of N. Williamson St. Ave.
  
- The following proposed street names shall be modified as follows:

Change from	Change to
N. Williamson St.	N. Williamson Ave.
N. Kristy Way	N. Kristy Ave.
N. Destiny Way	N. Destiny Dr.
Ardell Street	E. Ardell Rd.
Kay Ave.	N. Kay Ave.

*Note: Ada County Development Services street naming committee may have additional modifications and/or requirements regarding street names.*

**5. Street Lights (KCC 6-4-2-N)**

Kuna City Code requires that street lights are installed at all intersections, near the fire hydrants, and have a maximum spacing of two hundred fifty feet (250') throughout the interior and exterior of the subdivision. A sub divider shall conform to the requirements of the city and the public utility providing such lighting.

- The proposed lighting plan does not meet KCC 6-4-2-N. The applicant shall install street lights at all intersections, near the fire hydrants, and have a maximum spacing of 250' throughout the interior and exterior of the subdivision. The applicant shall submit a lighting plan in accordance with KCC 6-4-2-N.

**6. Landscaping & Amenities (KCC 6-4-2-P & 6-4-2-S)**

**KCC 6-4-2-P: Landscaped entrances**

All entrances to and exits from subdivisions shall be landscaped in a manner approved by the planning and zoning commission and/or department of urban forestry.

**KCC 6-4-2-S: One Tree per lot required**

Kuna City Code requires that a minimum of one tree per lot shall be provided by the developer.

**Landscaping**

- The applicant is proposing an 8-foot wide landscaped island within the entrance on Hubbard Road.
  
- The applicant is proposing 20-50 foot wide landscaped buffers along Hubbard, Kay and Ardell abutting the site. The buffers meander along Hubbard and Kay and the width varies. Proposed landscaping within the buffers includes a variety of trees, shrubs and grasses.
  
- The applicant is proposing pedestrian pathways throughout the subdivision with paved walkways, grasses, trees and shrubs.

- The applicant is proposing a variety of trees, shrubs and grasses within the 3.6 acre common area park.
- The applicant shall provide one tree per buildable lot.

#### **Amenities**

- Hubbard Road entrance: The applicant is proposing a monument sign and water feature in the Hubbard Road entrance.
- 3.6-acre Park area: The applicant is proposing a gazebo, play equipment, a half (1/2) basketball court and an open play area with grass.

### **7. Right-of-Way Fencing & Perimeter Fencing (KCC 6-4-2-Q)**

A fence that abuts an arterial or collector road should be uniform from intersection to intersection and must include a landscaped berm and fence, six feet (6') in height (measured from the crest of the road) that is permanent and maintenance free. Acceptable fencing would include metal, rock, vinyl and the posts must be installed in concrete. No wood fencing would be allowed. The only exception is around parks (for safety reasons), an open fence may be required. A fence plan must be submitted with the preliminary plat application for approval.

#### **Right-of-way Fencing**

- Hubbard, Kay and Ardell fences: The applicant is proposing a 6-foot solid fence along Hubbard Road. The fence shall be of a permanent and maintenance free material, in accordance with Kuna City code.

#### **Perimeter Fencing**

- Pedestrian pathway and park fences: The applicant is proposing 4-foot vinyl with 2-foot lattice along both sides of all pedestrian pathways. The applicant shall submit a final fence plan and obtain a fence permit prior to installation.

### **8. Lateral/Ditch (KCC 6-4-2-R)**

Piping of Ditches: All irrigation ditches, and laterals, excluding major canals and natural waterways located within the development boundaries shall be tiled. Major canals and natural waterways located within or adjacent to the development boundaries shall be fenced or tiled. Any improvements involving the distribution system of any irrigation district shall have the prior written approval of that affected district.

- There are no ditch facilities located on the site. If there are local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, they must remain unobstructed and should be protected by an appropriate easement.

### **9. Services**

Fire protection – Kuna Rural Fire District  
 Sewage disposal – City of Kuna Municipal  
 Water service – City of Kuna Municipal  
 Irrigation district – New York Irrigation District  
 School district – Kuna Joint School District

### **10. Official Height and Area Regulations (KCC 5-3-3)**

**Kuna City Code has the following building requirements for an R-6 zone:**

Maximum Height – 35-feet  
 Minimum Lot Width – 45-feet  
 Front living space setback – 15-feet

- Front setback - 20-feet
- Rear setback – 15-feet
- Interior side – 5-feet
- Street side – 20-feet
- Maximum lot coverage – 40%
- Minimum lot area per D.U. – 4,500 square-feet

- The proposed lot sizes and dimensions comply with City code.

**11. Kuna Comprehensive Plan Map (Section 4-3, Figure 4.3-1)**

The site is identified as Medium and High Development Density (4-6 and 7+ units/acre) on the Comprehensive Future Land Use Map.

- The applicant is proposing an R-6 zone, with an overall density of 3.95 dwelling units per acre. The proposed density complies with the Comprehensive Future Land Use Map.

**12. Transportation Task Force Recommendations**

- Developer should install a minimum of 4-5 playground signs throughout the subdivision near the large common area.
- Install bollards in the pedestrian pathways.
- Install a left-right arrow sign at E. Mystery & Yankee Basin.
- Construct ½ of Kay Street with 3 lanes, curb, gutter, sidewalks and bike lanes.

**13. Staff Recommendation**

Based on Staff’s review of the application, staff concludes the applications complies with Kuna City Code and the Kuna Comprehensive Plan, and forwards a recommendation of approval with standard and specific conditions to the Council, as set out in the proposed Findings of Fact and Conclusions of Law attached hereto.

**D. Findings of Facts:**

**1. As to existing site conditions, the Council finds the following:**

**Surrounding Land Use and Zoning:**

<b>North</b>	RR (Ada County)	Agricultural
<b>South</b>	RUT (Ada County)	Agricultural
<b>East</b>	RR (Ada County)	Agricultural
<b>West</b>	RR (Ada County), A, R-4, R-5 (Kuna City)	Agricultural and single-family residential

**Parcel Numbers:**

S1313120700  
S1313120602

**Comprehensive Plan Future Land Use Map:**

The site is identified as Medium and High Development Density (4-6 and 7+ units/acre) on the Comprehensive Future Land Use Map.

**Property size:**

Approx. 80.18 acres

**Existing Structures:**

Single-family dwelling and some outbuildings (single-family dwelling has been removed)

**Existing Vegetation:**

The site contains natural soils and grasses.

**2. As to procedural items, the Council finds the following:**

All required procedural items have been completed in accordance with Kuna City Code.

**3. As to the project description, the Council finds the following:**

The applicant is requesting preliminary plat and rezone approval with a Development Agreement for 317 single-family lots on approximately 80.18-acres. The site is located on the south side of Hubbard, east side of Kay and on the north side of Ardell. The site was recently annexed into the City of Kuna with an Agricultural zone and will be participating in the Local Improvement District for the new wastewater treatment plant. Subdivision access will be via Hubbard, Kay and Ardell. Proposed amenities include a common 3.6-acre park area and pedestrian areas with paved pathways throughout the site.

**4. As to Kuna City Code, the Council finds the following:**

The proposed Subdivision complies with Kuna City Code.

**5. As to the Kuna Comprehensive Plan, the Council finds the following:**

The proposed Subdivision complies with the Kuna Comprehensive Plan.

**E. Conclusions of Law:**

If any of the following Conclusions of Law are determined to be Findings of Fact, they shall be included in that section.

1. Based on the evidence contained in File #'s 06-06-S, 06-02-DA and 06-04-ZC, The Kuna City Council finds that File #'s 06-06-S, 06-02-DA and 06-04-ZC complies with Kuna City Code.
2. Based on the evidence contained in File #'s 06-06-S, 06-02-DA and 06-04-ZC, The Kuna City Council finds that File #'s 06-06-S, 06-02-DA and 06-04-ZC complies with the Kuna Comprehensive Plan.

**F. Planning & Zoning Commission Recommendation to City Council:**

On September 26, 2006, the Kuna Planning & Zoning Commission recommended approval to City Council for Rezone from A to R-4 due to the density location from the City amenities and the Preliminary Plat with Development Agreement with the following conditions:

- All staff and agency recommendations.
- 3.1.2 Developer agrees to plat no more than 317 buildable lots on the 80.20 acres of the property located east of Kay Avenue and is required to maintain R-6 lot area percentages on the property in accordance with the Kuna City Code.
- 3.1.3 Developer agrees to construct homes on the property ranging in size from 1,400 square feet to 3,555 square feet or larger.
- 3.1.4.2 0.91 acre strip
- 3.1.5.1 30 feet wide adjacent to Hubbard Road with an 8 foot meandering sidewalk.
- 3.1.6 Perimeter fencing on Hubbard Road, Kay Avenue, and Ardell Road shall consist of a six-foot vinyl fence constructed behind a three-foot high earthen berm for a total minimum screening height measured from the back of the adjacent sidewalk of eight feet.

- 3.1.7 Pathway lots shall be 20-feet-wide consisting of a 6-foot-wide asphalt path with the remaining 14 feet landscaped and maintained by the homeowners association. Construct a 4' solid 2' lattice vinyl fence along the pathways.
- 3.1.8 The interior street section shall include a five-foot-wide detached sidewalk located within an easement to the Ada County Highway District, offset from the back of curb by five feet. The five foot landscape area shall include grass and trees installed and maintained by the adjacent homeowner.
- 3.1.9 Construct a minimum of 16" roof overhang on all structures.
- 3.1.10 Construct a monument sign on the Hubbard entrance with a rock and water feature as noted on the plan. Construct a monument sign on the Ardell entrance.
- 3.1.11 Developer to provide the City with a written agreement for the neighbor on the west side of Kay and Hubbard Road to provide a driveway access to Kay Street and relocate the fence on Kay if needed.
- 3.1.12 Developer to construct the homes with the proposed elevations.
- 3.1.13 Relocate the park amenities to the south side of Lot 5 Block 5. Provide a 10' turn out for parallel parking on E. Yankee Basin Dr. to allow for 10 parking stalls.
- 3.1.14 Developer to construct a 4' solid / 2' lattice vinyl fence along all common lots.
- 3.1.15 Meet all staff & agency requirements with the exception of the Transportation Task Force recommendation on Kay Street.

## G. Kuna City Council Decision:

The Kuna City Council approved the Annexation, Preliminary Plat and Development Agreement with an R-6 zone for Greyhawk Subdivision with the following conditions:

- Meet all Staff requirements.
- Meet all P&Z Commission requirements with the exception of the R-4 zone.

## H. Site Specific Conditions of Approval:

### Road Improvements & Sidewalks

#### 1. Internal / Local Roads:

Construct the internal local roads with 50-feet of right-of-way, 36-foot street sections and rolled curb, gutter and 5-foot wide sidewalks, as proposed.

#### Collector Roads – Kay and Ardell:

Construct Kay and Ardell with 42-feet of right-of-way, vertical curb, gutter and 5-foot wide meandering sidewalks with a 20-50 foot wide meandering landscaped buffer, as proposed.

#### Arterial Road – Hubbard:

Dedicate 35-feet of right-of-way from the centerline of Hubbard Road, as required by ACHD. Along Hubbard Road, construct an 8-foot wide sidewalk, a 20-50 foot wide meandering landscaped buffer and a 10-foot wide reserve strip (to accommodate future widening).

### Landscaping & Amenities

#### 2. – Construct an 8-foot wide landscaped island within the Hubbard Road subdivision entrance, as proposed.

- Landscape the buffers along Hubbard, Kay and Ardell, as proposed. Install a monument sign and water feature in the Hubbard Road entrance, as proposed.

- Provide pedestrian pathways throughout the subdivision, with landscaping as proposed.

- Construct 5-foot paved walkways within the pedestrian pathways, as proposed.

- Landscape the 3.6 acre park, as proposed.
- Install a gazebo, play equipment, a half (1/2) basketball court and an open play area with grass, as proposed.
- Provide one tree per buildable lot.

### **Fencing**

3. Hubbard, Kay and Ardell fences: The applicant is proposing a 6-foot solid fence along Hubbard Road. The fence shall be of a permanent and maintenance free material, in accordance with Kuna City code.

Pedestrian pathway and park fences: The applicant is proposing 4-foot vinyl with 2-foot lattice along both sides of all pedestrian pathways. The applicant shall submit a final fence plan and obtain a fence permit prior to installation.

### **Street Lights**

4. Install street lights at all intersections, near the fire hydrants, and have a maximum spacing of 250' throughout the interior and exterior of the subdivision. The applicant shall be required to submit a lighting plan in accordance with KCC 6-4-2-N.

### **Street Names**

5. Submit a street name plan to the Planning and Zoning Department and the Ada County Street Name Committee to receive written approval.

## **I. Standard Conditions of Approval:**

The following list details the tasks (in order) that the applicant and/or owner must complete before the approval of Grayhawk Subdivision will be considered final. Please note that you have one year from the date of the written decision of the council to complete these tasks and submit a final plat unless a time extension is granted.

1. The applicant and/or owner shall obtain written approval of the plat from the agencies noted below. The approval may be either on agency letterhead referring to the approved use or may be written/stamped upon a copy of the approved plat. All site improvements are prohibited prior to approval of these agencies.
  - a) The City Engineer must approve the sewer hook-up.
  - b) The Kuna Fire District must approve all fire flow requirements and/or building plans.
  - c) The Boise-Kuna Irrigation District must approve all proposed modifications to the existing irrigation system.
  - d) The City Engineer must approve a surface drainage run-off plan. As recommended by Central District Health Department, the plan should be designed and constructed in conformance with standards contained in "Catalog for Best Management Practices for Idaho Cities and Counties".
2. The final plat shall be meet the final plat specifications listed in Section 6-2-4 of the Kuna City Code.
3. The final plat shall be in substantial conformance with the approved preliminary plat.

4. Prior to approval by the Kuna City Council, the plat shall contain the following certificates and/or endorsements:
  - a) signature of the owner(s),
  - b) certificate of the plat surveyor,
  - c) certificate of the County Surveyor,
  - d) endorsement of the Central District Health Department,
  - e) endorsement of the Ada County Highway District
5. The following statements shall appear on the face of the final plat:
  - a) This development recognizes Idaho Code §22-4503, Right to Farm Act, which states: "No agricultural operation or an appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided, that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or appurtenance to it."
  - b) Any resubdivision of this plat shall comply with the applicable regulations in effect at the time of the resubdivision.
  - c) Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Kuna and this approval.
6. No building permits will be issued until the final plat is recorded through the County Recorder's Office and parcel numbers have been issued by the County Assessor's Office.
7. All public rights of way shall be dedicated and constructed to standards of the Ada County Highway District. No public street construction may be commenced without the approval of the Ada County Highway District. Any work within the Ada County Highway District rights of way requires a permit. For information regarding the requirements to obtain a permit, contact Ada County Highway District Development Services at 387-6100.
8. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground.
9. Compliance with Section 31-3805 of the Idaho Code pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the specific requirements of the Boise Project Board of Control is required.
10. Installation of fire protection facilities as specifically required by the Kuna Fire District is required.
11. There shall be easements provided for utilities, drainage, and irrigation abutting to all public street right-of-way and subdivision boundaries, and where considered necessary, centered on the interior property lines. Said easements shall have a minimum width of ten feet (10').

- 12. All submittals of required compliance letters and plans (lighting, landscaping, drainage, and development) must be accompanied by your application file numbers.
- 13. No construction, grading, filling, clearing, or excavation of any kind shall be initiated until the applicant has received approval of a drainage design plan from the Kuna City Engineer. The drainage design plan shall include all proposed site grading.
- 14. Individual lot pressurized irrigation shall be provided. The Kuna City Engineer must approve an irrigation plan prior to submitting the final plat for approval.
- 15. Lighting within the development shall comply with the Kuna City Code.
- 16. One tree per lot shall be provided by the developer.
- 17. All surety and surety agreements shall comply with the Kuna City Code.

*O. Dean Obrey*

O. Dean Obrey  
Kuna City Mayor

Attest:

*Lynda Burgess*

Lynda Burgess  
Kuna City Clerk





**DESCRIPTION FOR  
GREYHAWK SUBDIVISION NO. 11**

A parcel of land located in the E1/2 of the NW 1/4 of Section 13, T.2N., R.1W., B.M., Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 13 from which the NW corner of said Section 13 bears North 88°53'13" West, 2642.77 feet;

thence along the West boundary line of Greyhawk Subdivision No. 1, as filed in Book 99 of Plats at Pages 12854-12858, records of Ada County, Idaho, and along the West boundary line of Greyhawk Subdivision No. 2, as filed in Book 106 of Plats at Pages 14699-14701, records of Ada County, Idaho, South 00°11'49" West, 1,084.25 feet to the NE corner of Greyhawk Subdivision No. 9 as filed in Book 118 of Plats at Pages 18,084 through 18,087 records of Ada County, Idaho;

thence along the North boundary line of said Greyhawk Subdivision No. 9 for the following 3 courses and distances:

thence North 89°48'11" West, 143.00 feet;

thence North 76°18'26" West, 51.42 feet;

thence North 89°48'11" West, 115.00 feet to the NW corner of Lot 3, Block 20 of said Greyhawk Subdivision No. 9, said point also being the **REAL POINT OF BEGINNING**;

thence along the westerly boundary line of said Greyhawk Subdivision No. 9 for the following 8 courses and distances:

thence South 00°11'49" West, 122.00 feet;

thence South 02°45'19" West, 67.21 feet;

thence South 00°11'49" West, 230.00 feet;

thence South 14°13'59" West, 51.54 feet;

thence South 00°11'49" West, 230.00 feet;

thence South 13°50'21" East, 51.54 feet;

thence South 00°11'49" West, 115.00 feet;

thence South 06°11'00" East, 89.99 feet the SW corner of Lot 3, Block 23 of said Greyhawk Subdivision No. 9, point also being the NE corner of Lot 6, Block 23 of Greyhawk Subdivision No. 10 as filed in Book \_\_\_\_ of Plats at Pages \_\_\_\_ through \_\_\_\_, records of Ada County, Idaho;

thence along the northerly boundary line of said Greyhawk Subdivision No. 10 for the following 4 courses and distances:

thence North 89°48'11" West, 220.00 feet;

thence South 45°34'06" West, 52.44 feet;

thence South 47°23'22" West, 54.66 feet;

thence South 71°13'43" West, 145.00 feet to the NW corner of Lot 8, Block 17 of said Greyhawk Subdivision No. 10;

thence leaving said northerly boundary line North 18°46'17" West, 331.85 feet;

thence North 08°03'02" West, 99.25 feet;

thence North 05°35'18" East, 258.00 feet;

thence North 09°33'16" East, 297.30 feet;

thence North 11°25'03" East, 55.38 feet;

thence South 78°34'57" East, 20.00 feet;

thence South 89°48'11" East, 295.65 feet;

thence North 11°25'03" East, 63.21 feet;

thence South 89°48'11" East, 138.72 feet to the **REAL POINT OF BEGINNING**.  
Containing 11.05 acres, more or less.



# KENT BROWN PLANNING SERVICES

August 19, 2020

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

**RE: Greyhawk Subdivision No 11 Final Plat Application**

Dear Mayor and Council:

On behalf of HDP Greyhawk LLC, we are requesting approval of the Final Plat application for the Greyhawk No.11 Subdivision. The site is located near the southwest corner of Ardell Road and Kay Ave. The site is 11.5 acres in size, and is currently vacant.

Greyhawk No. 11 is proposed with 49 total lots, consisting of 44 buildable and 5 common. All 44 buildable lots will have single-family homes. The common space will consist of a micro pathways and street buffers. The final plat complies too all the preliminary plat requirements. The proposed construction design has been done to local agency and general engineering practices.

If you have any questions regarding this or any other of our application for Greyhawk No 11 feel free to contact me.

Sincerely,



Kent Brown  
Planner

September 1, 2020

City of Kuna  
6950 N. Ten Mile Rd.  
Meridian, ID 83642

**RE: Greyhawk No 11 Subdivision Annexation into KMID**

Dear Gentlemen:

I am submitting a request to annex the property hereafter known as Greyhawk Subdivision No 11 into the Kuna Municipal Irrigation District (KMID). The property is generally located at the southwest corner of Ardell Street and Kay Ave. The annexation is shown in the attached Exhibit A.

My understanding this will pool the water rights for a portion of Ada County tax parcel S1313244655 for delivery purposes by the City of Kuna. Exhibit A is a legal description of the area in Greyhawk Subdivision No 11 will irrigate said subdivision using the City of Kuna PI system under this request.

Sincerely,



Patrick Connor

Greyhawk Land Company LLC

Project: Greyhawk Subdivision No 11

Contract: KENT BROWN

Address: 3161 E SPRINGWOOD DR MERIDIAN ID 83642

Phone: 208-871-6842

Email: kentlkb@gmail.com

**DESCRIPTION FOR  
GREYHAWK SUBDIVISION NO. 11**

A parcel of land located in the E1/2 of the NW 1/4 of Section 13, T.2N., R.1W., B.M., Kuna, Ada County, Idaho, more particularly described as follows:

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thence South 00°11'49" West, 230.00 feet;

thence South 14°13'59" West, 51.54 feet;

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thence South 00°11'49" West, 115.00 feet;

thence South 06°11'00" East, 89.99 feet the SW corner of Lot 3, Block 23 of said Greyhawk Subdivision No. 9, point also being the NE corner of Lot 6, Block 23 of Greyhawk Subdivision No. 10 as filed in Book \_\_\_\_ of Plats at Pages \_\_\_\_ through \_\_\_\_, records of Ada County, Idaho;

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thence North 05°35'18" East, 258.00 feet;

thence North 09°33'16" East, 297.30 feet;

thence North 11°25'03" East, 55.38 feet;

thence South 78°34'57" East, 20.00 feet;

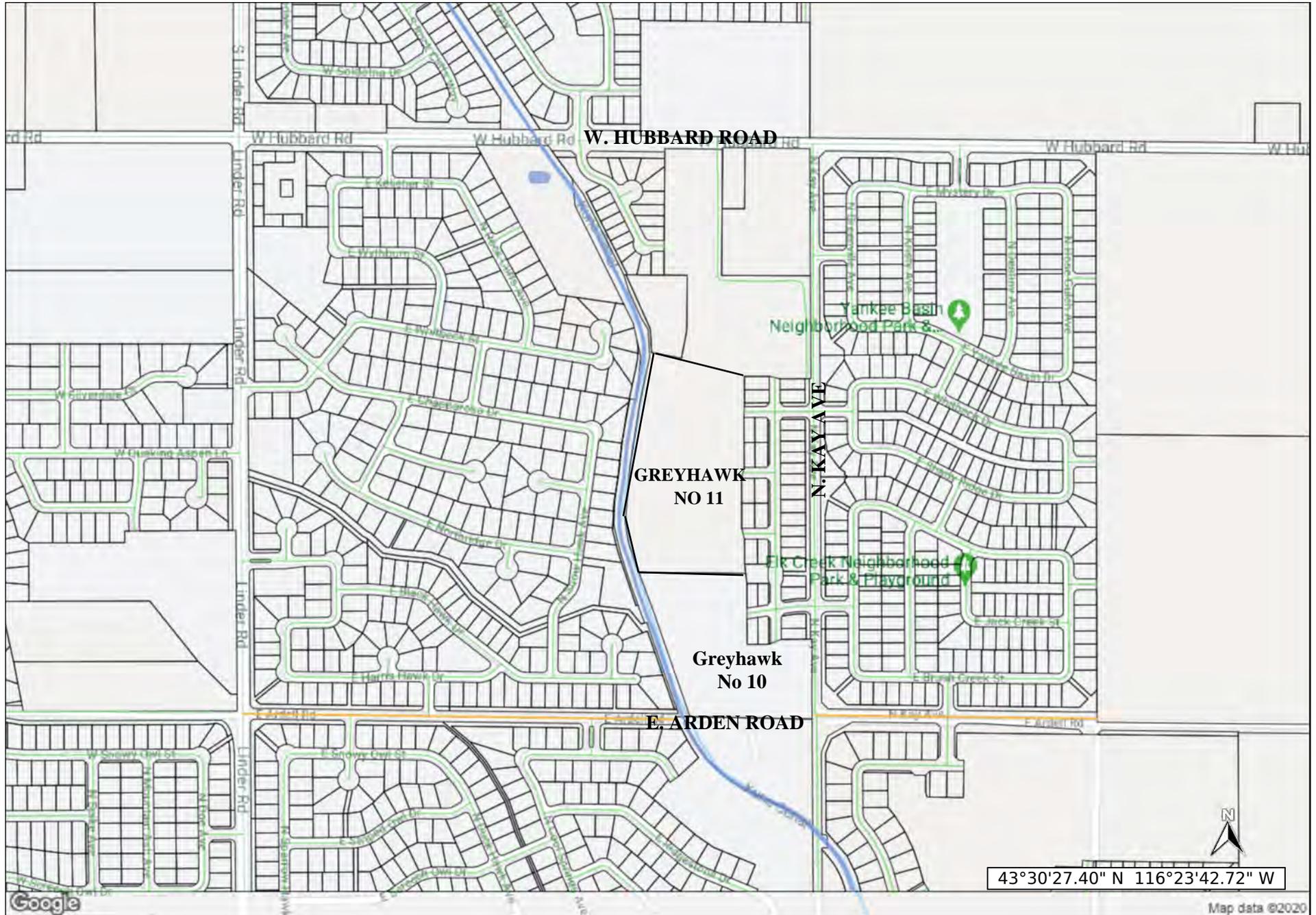
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thence North 11°25'03" East, 63.21 feet;

thence South 89°48'11" East, 138.72 feet to the **REAL POINT OF BEGINNING**.  
Containing 11.05 acres, more or less.



# GREYHAWK NO 11 VICINITY MAP





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

August 31, 2020

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

<b>FILE NUMBER:</b>	20-20-FP (Final Plat) – Greyhawk No. 11
<b>PROJECT DESCRIPTION</b>	Greyhawk West LLC requests Final Plat Approval for Greyhawk No. 11, which consists of 44 buildable lots and five common lots (49 total lots) on 11.5 acres (APN: S1313212487)
<b>SITE LOCATION</b>	Near the NWC of N Kay Ave and E Ardell Rd, Kuna, Idaho 83634.
<b>REPRESENTATIVE</b>	<i>Kent Brown</i> 3161 E Springwood Dr Meridian, ID 83642 208-871-6842 <a href="mailto:kentkb@gmail.com">kentkb@gmail.com</a>
<b>SCHEDULED HEARING DATE</b>	Tuesday, <b>September 15, 2020.</b> 6:00 P.M.
<b>STAFF CONTACT</b>	Doug Hanson <a href="mailto:dhanson@kunaid.gov">dhanson@kunaid.gov</a> 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. 4<sup>th</sup> 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**

*Catherine A. Feistner, E.I.T*  
*Kuna Assistant City Engineer*

## FINAL PLAT MEMORANDUM

**Date:** 31 August 2020  
**From:** Catherine A. Feistner, E.I.T  
**To:** Wendy Howell, Planning and Zoning Director  
**RE:** Greyhawk No. 11, 20-20-FP

---

The Greyhawk No. 11, 20-20-FP Final Plat request dated 31 August 2020 has been reviewed. This review is based on land use as allowed or permitted in an "R-6" zone.

This Final Plat encompasses 11.5 Acres containing forty-four (44) buildable lots and five (5) common lots. A commensurate burden will be placed on City of Kuna pressurized irrigation, sewer, & water utilities.

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

### **1) Property Description**

- a) The applicant did not provide a cover letter.
- b) The applicant provided a final plat. Design drawings were not provided with this application.

### **2) General**

- a) Greyhawk No. 11, 20-20-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) 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.
- b) This project will add to Danskin Lift Station. This lift station is at capacity.

**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.*



Serving Ada, Boise, Elmore and Valley Counties  
cdh.idaho.gov

20-0584

July 15, 2020

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

received  
7.17.20

RE: Greyhawk Subdivision No. 11

Dear Mr. McGrane:

Central District Health has reviewed and does approve the final plat for this subdivision for central water and central sewer facilities. Final approval was given July 15, 2020.

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

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

Sincerely,

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

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

cc: HDP Greyhawk, LLC  
Kent Brown  
CK Engineers  
City of Kuna

LB:bk

**RESOLUTION NO. R48-2020  
CITY OF KUNA, IDAHO  
DECLARATION OF VACANCY ON THE COUNCIL**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA:**

- **MAKING CERTAIN FINDINGS;**
- **ACCEPTING RESIGNATION BRIANA BUBAN-VONDER HAAR AND DECLARING HER CITY COUNCIL POSITION VACANT;**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Kuna, Ada County, State of Idaho:

**Section 1: Findings**

It is hereby found by the City Council that:

- 1.1** On the 29<sup>th</sup> day of July, 2020 Council Member Briana Buban-Vonder Haar sent an e-mail to all the other members of the City Council with a copy to the Mayor that she and her husband were intending to move to Seattle, Washington and submitted her resignation effective September 1, 2020.
- 1.2** Briana Buban-Vonder Haar also holds the office of President of the Council.

**Section 2. Declaring Vacancy on City Council**

- 2.1** The City Council accepts the resignation of Briana Buban-Vonder Haar.
- 2.2** The City Council declares the elected office of City Council held by Briana Buban-Vonder Haar is vacant.
- 2.3** The City Council declares that the office of President of the Council is vacant.

**Section 3. Directing the City Clerk**

- 3.1** The City Clerk is to certify this resolution to the Clerks of Canyon and Ada Counties.

**Section 4. Effective date**

- 4.1** This Resolution shall take effect upon its passage and approval.

**PASSED BY THE COUNCIL** of Kuna Idaho this 15<sup>th</sup> day of September, 2020.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 15<sup>th</sup> day of September, 2020.

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

ATTEST:

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

**CITY OF KUNA**

**Certification of Resolution No. R48-2020**

**STATE OF IDAHO )**

**County of Ada ) : ss.**

I certify that this is a true and correct copy of Resolution No. R48-2020, an original record of the City of Kuna, in the possession of Chris Engels, City Clerk.

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

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

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

[seal]

**RESOLUTION NO. R49-2020  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA:**

- **MAKING CERTAIN FINDINGS;**
- **APPROVAL OF THE MAYOR’S APPOINTMENT TO FILL CITY COUNCIL VACANCY;**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Kuna, Ada County, state of Idaho:

**Section 1: Findings**

It is hereby found by the City Council that:

- 1.1 The City Council position held by Briana Buban-Vonder Haar is vacant and the Mayor has proceeded with a process to identify a person who is willing, qualified, and able to serve and fill the vacancy on the City Council; and
- 1.2 The Mayor has submitted to the City Council for its consent of his appointment of John Laraway to fill the vacancy on the City Council; and
- 1.3 John Laraway is willing, qualified, and able to serve and fill the vacancy on the City Council.

**Section 2. City Council Consent to Mayor’s Appointment to fill City Council Vacancy**

- 2.1 The City Council consents to the Mayor’s appointment of John Laraway to fill the City Council vacancy.

**Section 3. Directing the City Clerk**

- 3.1 The City Clerk is to certify this resolution to the Clerks of Canyon and Ada Counties.

**Section 4. Effective date**

- 4.1 This Resolution shall take effect upon its passage and approval.

**PASSED BY THE COUNCIL** of Kuna Idaho this 15<sup>th</sup> day of September, 2020.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 15<sup>th</sup> day of September, 2020.

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

ATTEST:

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



# John B Laraway

---

9288 S. Riley Creek Ave. Kuna, Idaho 83634 | 208.870.8419 | jblaraway@gmail.com

## Objective

To apply my knowledge, experience and proven leadership abilities to serve the City of Kuna as a City Councilman

## Skills & Abilities

### MANAGEMENT/LEADERSHIP

A leader who maintains a positive and productive culture with colleagues. I motivate and coach people by recognizing their diverse talents and cultivating their individual potential. I excel at building trusting relationships.

### ORGANIZATION/PLANNING

Results driven achiever with the ability to prioritize and manage multiple tasks. I anticipate challenges and plan for multiple outcomes.

### COMMUNICATION

Engaging, articulate presenter and confident public speaker with a proven ability to convey complex or technical information to all audiences.

### PROBLEM SOLVING

Innovative problem solver with the ability to generate workable solutions for all stakeholders.

## Experience

### KUNA CITY PLANNING AND ZONING

**AUGUST 2018 - CURRENT**

- Review development applications for residential and commercial properties
- Ensure applications adhere to current codes and zoning restrictions
- Contributed to the development of the new comprehensive plan
- Committed to maintaining a physically integrated, livable and prosperous community consistent with our long-range vision and goals

### ADA COUNTY SHERIFF'S OFFICE

**AUGUST 1996 - AUGUST 2016**

*Chief of Police - Star, Idaho; Patrol Sergeant; Detective Sergeant; Chief of Police - Kuna, Idaho*

- Enforced Idaho Code and City Ordinances
- Prioritized public safety
- Collaborated with other law enforcement agencies
- Collaborated with state and county agencies - Idaho Transportation Department and Ada County Highway District
- Developed annual operating budget
- Compiled and presented monthly, quarterly and annual reports to the City Council
- Developed safety plans with the local schools
- Developed and delivered staff training

- Established and maintained relationships with community members
- Conducted interviews

**UNITED STATES COAST GUARD****FEBRUARY 1976 – AUGUST 1996**

- Honorably Discharged after serving 21 years
- Retired Chief Petty Officer - E7
- Trained military entities in U.S. and international law enforcement

**CERTIFICATIONS AND OTHER EXPERIENCE**

- Certified Fire Arms Instructor – State of Idaho
- Federal Emergency Management Agency (FEMA) National Response Leader
- Crisis Intervention Team

August 23, 2020

Mayor Stear,

I wish to express my interest in filling the vacancy on the Kuna City Council. My experience and leadership in law enforcement and my volunteer role on the Kuna Planning and Zoning Commission make me a qualified candidate to serve the citizens of Kuna in this important position.

Having lived in Kuna since 2008, I have seen and experienced first-hand the tremendous change our community has undergone in just 12 years. As a Planning and Zoning Commissioner, I have focused my attention on balancing development with existing and future infrastructure plans. This includes roads, traffic and pedestrian access to new developments and connecting these new areas to the existing community for seamless and safe transitions. I am also thoughtful about the impacts new development has on property owners and especially to the Kuna School District. Managing growth while adhering to the city's comprehensive plan is a responsibility I welcome and will bring to the city council.

In addition to serving 20 years in the United States Coast Guard, I spent 20 years in law enforcement with the Ada County Sheriff's office. In my time there, I served as the Chief of Police in Kuna for three years and the City of Star for five years. As the Chief, it was my responsibility to develop and recommend the police budget to the city council and I know the largest portion of the budget for both cities was and remains the contract for police services. As a member of the city council, I bring my expertise in budget planning and my commitment for being a responsible steward of the tax-payers money. My priorities will be to approve a budget that aligns with the goals of our citizens. I will also prioritize economic growth to offset the tax burden on home owners, without sacrificing the culture of our growing community. Ensuring a safe and vibrant place for families and business to thrive is an investment in our future we must make responsibly.

Providing for basic public services and responding to the concerns of constituents is an important responsibility of council person and I am up for this task. I have the time necessary to establish and maintain relationships with community members and other agencies like the Idaho Transportation Department, The Ada County Highway District, The Ada County Sheriff's Office, and the Kuna School District. Collaboration with these agencies is critical to our city. I believe it is equally important to extend citizen engagement to our youngest residents – including school children and young adults, which is why you might find me cheering on the Kuna Kavemen, supporting our Kuna Youth sports activities and assisting with the annual Kuna Easter Egg Hunt. I am proud of the opportunities my children had growing up in Kuna and I want to ensure we continue these for future generations.

I believe my experience and proven leadership abilities will allow me to make an immediate contribution as a City Council Member serving the City of Kuna and its citizens. I look forward to meeting with you to discuss my qualifications and candidacy in further detail. Thank you for your consideration.

Sincerely,

*John B. Laraway*

John Laraway

# Andrew R Kahl

(C) 208.800.8003 | kahl1975@yahoo.com | Kuna, ID 83634

## SUMMARY

Dynamic Manager with 15 years of experience in supporting day-to-day operational functions to provide smooth-running business. Highly dependable, ethical, and reliable support specialist and leader in blending advanced organizational, technical, and business acumen. Dependable in assisting various office staff and customers with eagerness and attentiveness.

## SKILLS

- Customer service orientation
- Detail oriented
- Ability to prioritize

## EXPERIENCE

### Office Manager, Rock Placing Co., LLC, March 2013-Current

#### Meridian, ID

- Maintained impeccable office organization to support efficiency, professionalism, and performance objectives.
- Improved operational efficiencies, managing work requests, new orders, pricing, and changes while coordinating logistics to verify delivery dates.
- Oversaw office financial management, including AP/AR and payroll administration.
- Coordinated travel arrangements, including booking hotel rooms, car rentals and airfare for staff traveling to domestic and international locations.
- Created and managed electronic customer records, encompassing data entry and administrative functions related to billing and accounts receivable.
- Maintained office supplies inventory by checking stock and ordering new supplies as needed.
- Collaborated closely with the Sales Manager & General Manager to effectively smooth and improve office operations.
- Administered physical and digital filing systems, keeping records well-organized and easily retrievable by team members.
- Reduced financial discrepancies by accurately managing accounting documentation in QuickBooks while maintaining case costs and billing processes.
- Prepared departmental budgets, analyzing of historical data, projected spending, and actualized costs.
- Ensured that all operations met federal and state laws.
- Updated employee paperwork and records.

### Server, Peregrine Steaks and Spirits, November 2011-January 2013

#### Kuna, Idaho

- Arranged each place setting attractively and verified all items were clean and free from water spots and chips.
- Operated POS terminals to input orders, split bills and calculate totals.
- Educated guests on daily specials and menu offerings such as appetizers, entrees, and desserts.

- Maintained table settings by removing courses, replacing utensils, and refilling beverages promptly.
- Prepared salads and appetizers to back up kitchen staff.
- Completed opening and closing checklists, including emptying trash, safeguarding alcohol, and polishing silverware.
- Checked patrons' identification to ensure minimum age requirements for consumption of alcoholic beverages.
- Communicated effectively with kitchen staff regarding customer allergies, dietary needs, and other special requests.
- Cleaned dining area between guests with efficient sweeping, glass washing and spill removal.

### **Store Manager, Zamzows, April 2006-October 2011**

#### **Idaho**

- Delegated work to employees based on shift requirements, individual strengths, and unique training.
- Assessed, optimized, and elevated operations to target current and expected demands.
- Minimized financial discrepancies by accurately controlling monthly operations budget.
- Met budget targets by controlling expenses and eliminating wasteful behaviors.
- Processed shipments and maintained stock shelf organization.
- Secured store perimeter and enforced procedures to minimize losses and protect store assets.
- Developed and optimized store schedules to meet expected coverage demands and maintain optimal service levels.
- Developed and implemented promotional strategies to drive business success and maintain budgetary guidelines.
- Oversaw inventory management with cycle counts, audits, and shrinkage control.
- Exceeded specific team goals and resolved issues by partnering with staff to share and implement customer service initiatives.
- Reorganized sales floor, changing product layout to optimize customer flow and improve product visibility.
- Supported management in exceeding customer service and quality standards.
- Oversaw annual store budget, working closely with corporate and financial departments on reporting and payroll.
- Contributed to merchandising ideas at team sales meetings.
- Conducted annual staff evaluations and determined staff promotions, realignments, and reductions in force, as necessary.
- Managed store appearance, including merchandising and displays, signage, decorations, and cleaning.
- Trained all new employees on store security, monetary procedures, and customer service expectations.
- Completed series of training sessions to advance from Assistant Manager to Store Manager.
- Prioritized sanitation, safety, and health standards in work areas.
- Managed sales, reconciled cash and made bank deposits while performing store opening and closing duties.
- Generated repeat business through exceptional customer service and responded to customer concerns with friendly and knowledgeable service.
- Arranged inventory in rotation from oldest to newest, moving aging items to customers first to maintain fresh stock.
- Greeted and assisted all customers daily in high-traffic retailer.

### **EDUCATION AND TRAINING**

Bachelor's Degree

Health Care Administration, Indiana University Purdue University Indianapolis, Indianapolis IN 1998

Associate degree

Business, Danville Area Community College, Danville IL 1996

August 24, 2020

City of Kuna  
751 W 4<sup>th</sup> St.  
Kuna, ID 83634

RE: City Council Position

Dear Mayor Stear and Council Members,

I have been a resident of Kuna for going on 15 years. I moved to Idaho from Indiana in 2006. I settled in Kuna because it reminded me so much of the small town where I grew up. My intuition was correct. Kuna has proven to be a wonderful community of wonderful people.

After moving to Idaho, I got a job as an assistant manager and later as store manager at Zamzows. My time at Zamzows allowed me to run the Kuna Zamzows for 3 years. This allowed me to get to know a lot of our citizens. I was able to teach lawn, garden, chicken, pet food, and several other classes to members of the community.

After that, I wanted to do more to get involved in the community, so I joined the Methodist Church. Shortly after joining I was asked by the pastor at that time if I would like to join the Administrative Council as Trustee. As Trustee, I worked with the Ad Council and others to get the church parking lot paved and the landscaping redone at the church. After my 3-year term as Trustee was up, I was asked to be on Staff-Parish Relations Committee. That committee is similar to the human resources for the church. I am now back on the Ad Council as a Lay Leader and the Chair of the Council. Being on the Ad Council has allowed me to get involved with our community food bank, help the Boy Scouts with Scouting for Food, work with our schools on the Backpack Program (provides food to kids over the weekend), volunteer with our monthly Sunday Supper (free supper for anyone), and many other outreach services that the church provides to the community.

In August 2017, I was asked by Parks Director, Bobby Withrow, if I would be interested in being on the Park Impact Fee Committee. I have been a member of that committee since being nominated.

That is a quick background of my community involvement. When I heard about the Council seat opening, I decided that it would give me an opportunity to give to the community even more. Kuna is a wonderful town and I want to see Kuna stay that way. I do not want to see Kuna lose its small town, welcoming feel. I would really enjoy serving the town that has given so much to me.

Sincerely,

Andy Kahl  
208-800-8003  
kahl1975@yahoo.com

## Christopher Bruce

742 N Kerogen Pl  
Kuna ID 83634

[chrisforkuna@gmail.com](mailto:chrisforkuna@gmail.com)  
(208) 615-5839

### Relevant Characteristics

- Strong relationship building skills also written & verbal communication skills.
- Sound decision-making, responsible and trustworthy.
- Personable, motivated, enthusiastic / Strong negotiating skills
- Strong PC skills, Microsoft, databases, internet & networking.
- Meetings, decorum, meeting procedures, etc.
- Finance management, budgeting, reconciliation
- Planning, forecasting, etc.
- Problem solving, etc.

### Experience

Licensed Loan Officer 2017-current

Premier Mortgage Resources

- Originate residential mortgages
- OTC One Time Close Construction Loan Manager.
- Review, Edit & Approve building estimates & engineering plans For OTC Loans

Service Manager 2010 - 2017

Nextire/ Maz-Tech

- Managed targeted sales goals while exceeding automotive industry standards.
- Attended conventions to maintain knowledge and contacts for networking within industry.
- Managed and authorized customer credit applications and accounts.
- Maintained certifications pertaining to the automotive industry via annual training programs.
- Work with customers to ensure quality service at all stages of service and repair.
- Responsible for vendors as it pertains to ordering, stocking, and receiving goods.

Loan Officer/Branch Manager 2001-2009

American Mortgage / USA Mortgage

- Originated residential mortgage loans
- Hire, train & manage loan officer's & sales goals
- Consistently Loan Officer of the Month and Loan Officer of the Year.

### Community Service- Committees & Council

- Chairman of Levy Committee (Kuna School District) 2018
- Superintendent Advisory Council (Kuna School District) current
- Board of directors (Kuna Chamber of Commerce) current
- Economic Development Committee (City of Kuna) current
- Coach (Kuna Youth Football)
- Coach & Umpire (Kuna Youth Baseball)

August 23, 2020

To Whom it may Concern,

Thank you for taking the time to consider me for this exciting opportunity.

When I originally decided to run for the City Council position, I gave the matter thorough consideration. This is not just a position that you show up for two or three times a month. This is a position that changes lives. The decisions the City Council makes, and the laws we uphold, can, and will, impact generations to come. We have an obligation to the constituents of this community to be fiscally responsible when spending their tax dollars. We also have a responsibility to uphold the current written law. I understand these responsibilities.

We are a growing community with so many diverse needs. I've spent a great deal of time discussing these with our citizens. I am a board member for the Kuna Chamber of Commerce, I am on the Kuna Economic Development Committee and I am on the Superintendent's Advisory Council with the Kuna School District. I coach Little League football as well as Little League baseball. As I think most of you know, I am very active in this community.

Mr. Mayor and members of the Council, I firmly believe I understand the requirements and responsibilities of the position. I understand the commitment. I have worked with our state leaders at the state capitol on projects over the years. I believe there is value with those relationships I've built. I have also spent a good amount of time reviewing the City of Kuna's comprehensive plan.

It has only been eight months since I lost the election by 13 votes. But I have continued my involvement and dedication to the Kuna community. Whether the businesses we frequent, the schools my children attend, team sports on nights & weekends, or second row for Sunday church with my family, we do it all here in Kuna.

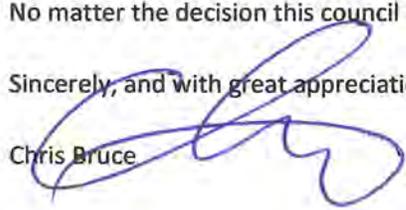
Armed with all I know about the community, my job experience, and my demonstrated commitment to this community I love, I very strongly believe I can and will make significant contributions to the amazing things in Kuna's future.

I am very interested in, and grateful for the opportunity to be considered for, this City Council position.

No matter the decision this council makes I will continue to put hard work into our community.

Sincerely, and with great appreciation,

Chris Bruce



# *La Donna R. Tuinstra*

- 2681 W Gainsboro • Kuna, ID 83634 •
- (208) 395 – 0296 •

## *Objective*

Appointment to Kuna City Council

## *Community Participation*

Idaho Council on Developmental Disabilities (Governor-appointed councilmember)

Family Advocate (volunteer, special education)

School District Bond Committee (volunteer)

School District Design Committee (volunteer)

Elementary and Middle School (classroom volunteer)

Support Broker for Family Directed Program (volunteer, special needs advocate)

City Comprehensive Plan Committee (volunteer)

Festival of Trees (event volunteer)

Idaho Botanical Gardens (event volunteer)

Compassion International (event volunteer)

Vacation Bible School (event volunteer)

BNT soccer club (volunteer manager, treasurer)

Swan Falls Assisted Living (CNA, part-time employee)

## *Professional Experience*

West Ada School District, Meridian, Idaho

**Classroom Teacher (High School English & Intro to Law),**

Fall 2013 - present

EdOptions Academy

**Online Teacher (GED, Middle & High School English),**

Fall 2012 – Spring 2016

Independent School District of Boise City, Boise, ID

**Academic Interventionist,** Fall 2012 – Spring 2013

**Classroom Teacher (Middle & High School, English and Reading),**

Fall 2000 – Spring 2004

Pendleton School District, Pendleton, OR

**Classroom Teacher (Middle School English),** Fall 1997 – Spring 2000

## *Education*

University of Idaho, Moscow, ID

**Master of Education**, Special Education, 08/2014

- **Teaching Certificate, Special Education** (Generalist K-12)

**Master of Education**, Curriculum and Instruction, 08/2003

- graduate of the prestigious University of Idaho Wright Fellowship Program (2003)

Eastern Washington University, Cheney, WA

Eastern Oregon University, La Grande, OR

Northwest Nazarene University, Nampa, ID

Boise State University, Boise, ID

- Basic Educational Technology Competency, 2000
- miscellaneous post-graduate coursework, 1996 - 2004

Gonzaga University, Spokane, WA

**Bachelor of Arts, Honors**, 12/1994

**Teaching Certificate, Secondary Education** (English grades 4 - 12)

24 August 2020

Dear Mayor Stear and members of the Council,

I am intrigued by the open Council position, as I have been with all things Kuna leadership for several years. Timing has never been quite right to run for an elected office, but I have watched City developments with interest. You need a woman on the Council, and I'm hoping you have several to consider. Just in case, I will throw my name in.

By way of background, I was raised on a Century family ranch in the foothills north of Boise, wandered away for college and early career, and found myself back in the valley in 2000, and I've lived in Kuna with my kids since 2010. My kids attend Kuna schools, and I teach in West Ada.

I'm interested in working with the Council to build the vision for our growing Kuna. My priorities are children, youth, and equal opportunities (with a heavy focus on special needs / accessibility). I know sitting on the Council is not all sunshine and roses, but I am able and willing to serve Kuna in this way.

(By the way: maybe you could consider partnering with the Boys and Girls Club to provide care/support for city employees & their children? Maybe that \$45,000 you are looking to use to hire a teacher could go to the BaGC with the understanding that staff kids attend free as a partnership with the City of Kuna (because I think the point about losing staff for FMLA/CARES is a valid concern). They can stretch that money to help a lot more kids. Government at its most basic level is supposed to serve the community, not to set up an elite system – and for sure creating the structure of a private tutor/teacher appears elitist. Instead, partnering with the BaGC would keep the City above reproach – you would be investing in a service that benefits all Kunans. Just a thought.)

Thank you for your consideration & I truly wish you wisdom in this decision.

Sincerely,



***La Donna R. Tuinstra***

- 2681 W Gainsboro • Kuna, ID 83634 •
- (208) 395 – 0296 •



# City of Kuna

## City Council Staff Memo

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

**To:** City Council

**Case Numbers:** 19-09-S (*Subdivision*),  
Corbin's Cove Subdivision

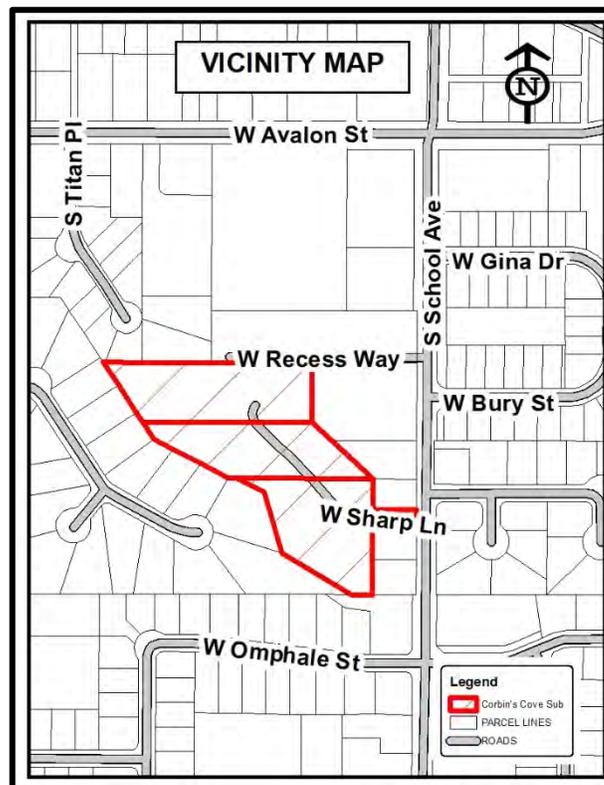
**Location:** Near the Southwest Corner (SWC)  
 of Avalon St. & School Ave.,  
 Kuna, Idaho 83634

**Planner:** Troy Behunin, Planner III

**Hearing Date:** August 18, 2020  
*Continued to: September 15, 2020*

**Representative:** Gary McAllister  
 2115 E. Bowstring St.  
 Meridian, Idaho 83642  
 208.283.4830  
[Mcallgary@gmail.com](mailto:Mcallgary@gmail.com)

**Owner:** Paul Winward  
 8291 S. Locust Grove. Rd.  
 Meridian, ID 83642



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| C. Site History          | I. Proposed Kuna City Code Analysis           |
| D. General Project Facts | J. Commission's Recommendation to Council     |
| E. Staff Analysis        | K. Proposed Decision and Order of the Council |
| F. Applicable Standards  |   |

**A. Process and Noticing:**

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states subdivision preliminary plat applications are designated as *public hearings*, with the Planning and Zoning Commission as the recommending body, and the City Council as the decision-making body. 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   | Nov. 14, 2019 (three persons attended) |
| ii. Agencies              | Jan. 22, 2020                          |
| iii. 350' Property Owners | August 10, 2020                        |
| iv. Kuna, Melba Newspaper | July 19, 2020                          |
| v. Site Posted            | July 27, 2020                          |

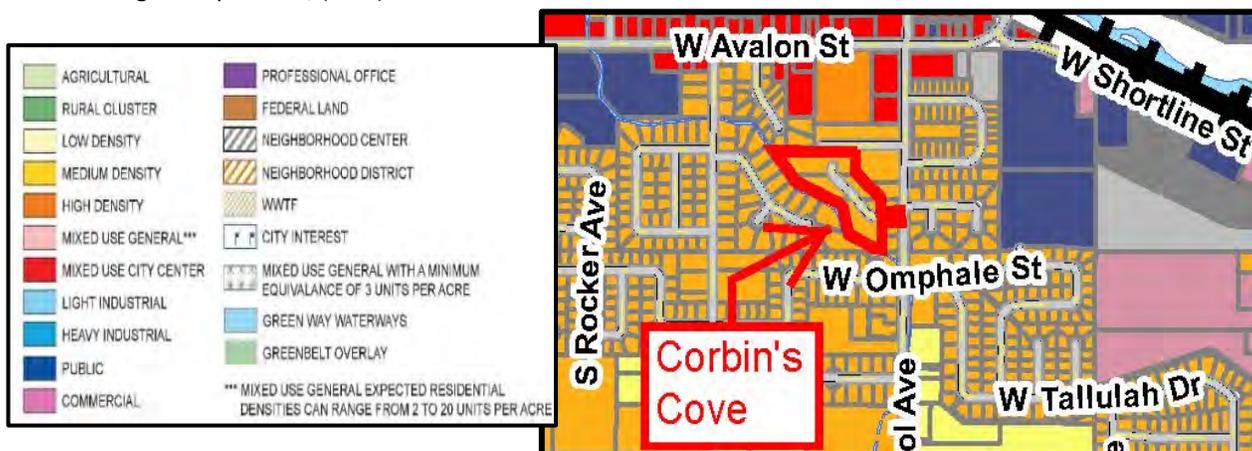
**B. Applicant Request:**

1. The applicant, Gary McAllister requests to subdivide approximately 6.00 acres in Kuna City with the Medium Density Residential (**MDR**) into 22 total lots (21 home lots and one common lot) and has reserved the name *Corbin's Cove Subdivision*. The site is near the Southwest Corner of Avalon St. and School Ave., Kuna, Idaho; In Section 26, T 2N, R 1W, APN #'s: R5080251061, R5070251161 and R5070251166.

**C. Site History:** The subject site is approximately 6.00 acres in size and is currently zoned R-6 (MDR) and in Kuna City limits. The subject site has historically been used for a single-family residences and open fields.

**D. General Projects Facts:**

1. **Comprehensive Plan Designation:** The Future Land Use Map (FLUM) is intended to serve as a *guide* for the decision-making body for the City. The Comp Plan map indicates land use designations generally speaking, it is not the actual zone. The FLUM identifies the approximately 6.00-acre site as Medium Density Residential, or 4-8 Dwelling Units per Acre, (DUA).



2. **Kuna Recreation and Pathways Master Plan Map:**  
The Recreation and Pathways Master Plan Map does not indicate a future pathway / trail through the subject site. It does indicate a bike route on School Avenue.

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

<b>North</b>	R-6	Medium Density Residential in KUNA CITY
<b>South</b>	R-4 & R-6	Medium Density Residential in KUNA CITY
<b>East</b>	R-6	Medium Density Residential in KUNA CITY
<b>West</b>	R-6	Medium Density Residential in KUNA CITY

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

Property Owner	Parcel Size	Current Zone	Parcel Number
Donald & Tracy Boyd	Approx. 2.10 ac.	R-6 Med Den Res.	R5070251166
William & Sandra Doughty	Approx. 1.74 ac.	R-6 Med Den Res.	R5070251161
Paul Winward	Approx. 2.05 ac.	R-6 Med Den Res.	R5070251061

**5. Services:**

Sanitary Sewer – COK  
Potable Water – COK

Fire Protection – Kuna Rural Fire District (KRFD)  
Police Protection – Kuna City Police (ACSO)

Irrigation District – Boise-Kuna Irrigation District                      Sanitation Services – J & M Sanitation  
 Pressure Irrigation – Kuna Municipal Irr. System (KMIS)

6. **Existing Structures, Vegetation and Natural Features:** Currently there is a residence on each parcel listed above. Additionally, each lot has an out-building and large sections of land that are raw land. These parcels are generally flat and on-site vegetation is consistent with typical residence and large open fields.

**Transportation / Connectivity:** The site has limited frontage along School Avenue (Approx. 50'). Applicant shall satisfy Kuna City and ACHD's requirements for roadway improvements for all on-site public roads and the intersection with School Avenue, including road widening and vertical/ rolled curb, gutter and sidewalks appropriately. The Applicant shall work with the Emergency Medical Services (EMS) to provide emergency access for the site at proper widths approved by the City of Kuna, ACHD the KRFD.

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

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

- |   |             |
|---|-------------|
| • City Engineer (Paul Stevens)              | Exhibit B-1 |
| • Ada County Highway District (ACHD)        | Exhibit B-2 |
| • Boise Project Board of Control            | Exhibit B-3 |
| • Central District Health Department (CDHD) | Exhibit B-4 |
| • Department of Environmental Quality (DEQ) | Exhibit B-5 |
| • Idaho Transportation Department (ITD)     | Exhibit B-6 |
| • Kuna School District No. 3 (KSD 3)        | Exhibit B-7 |

**E. Staff Analysis:**

Applicant proposes to subdivide the approximately 6.00 acres in order to create a subdivision known as *Corbin's Cove* Subdivision. The site is in Kuna City limits and is currently zoned R-6, a Medium Density Residential [MDR] zone. The applicant does not wish to change the zone.

The City of Kuna FLUM and the Comprehensive Plan for Kuna identifies this parcel as Medium Density Residential uses, which equals four (4) to eight (8) dwelling units per acre (DUA). This application requests 4.2 Net DUA. Staff views this proposal to be in concert with the FLUM and Comprehensive Plan.

Applicant proposes 21 home lots and 1 common lot (22 total) with the Corbin's Cove preliminary plat with a gross density (total property) of 3.56 DUA and net density (land that can be developed) of 4.4 DUA including 7,695 square feet of open space (or 2.5% of the overall project). The applicant should be conditioned to work with the Public Works department in order to bring utilities to the site in conformance with Kuna's regulations. Public utilities shall be provided at the developers cost, by extending existing utilities/facilities with sufficient sizes. Staff recommends the applicant be conditioned to provide street lights throughout the Sub that comply with KCC for distance, style and wattage, including street lights at all intersections and hydrants. The applicant's proposal is for a new single-family community. This development does not reach the 30 home threshold however, staff recommends the applicant work with the City engineer and the KRFD to address possible concerns about a long cul-de-sac and to work with KRFD on proper EMS access. Staff recommends that all streets be improved and dedicated as public roads.

Staff has determined these applications comply with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan and FLUM; and forwards Case No. 19-09-S, to the Kuna Council with recommended conditions of approval listed in section 'M' of this report.

**F. Applicable Standards:**

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

**G. Procedural Background:**

On Tuesday August 18, 2020, the Council **will consider** the Corbin's Cove subdivision project, Case No's 19-09-S, including the applications, agency comments, staff's report and public testimony presented or given.

**H. Proposed Comprehensive Plan Analysis:**

The Council may accept or reject the Comprehensive Plan components, and **have/have not** determined the proposed preliminary plat request for the site **is/is not** consistent with the following Comprehensive Plan components as described below:

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

**2.0 – Property Rights and Summary**

**Goal 1: Ensure the City land use policies, restrictions, conditions and fees do not violate private property rights and ensure that land use actions, decisions, and regulations do not effectively eliminate all economic value of the subject property. Ensure that City land use actions, decisions, and regulations do not prevent a private property owner from taking advantage of a fundamental property right and evaluate with guidance from the City attorney and the Idaho Attorney General's six criterion established to determine the potential for property "takings".**

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

**5.0 Economic Development Goals and Objectives - Summary:**

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

**Comment:** The proposed application complies with the comprehensive plan by providing a unique set and arrangement of lot sizes, sidewalks and open space throughout to meet this goal.

**6.0 Land Use Goals and Objectives - Summary:**

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

**Comment:** The project complies with the land use plan as adopted by the City by incorporating the following; landscaped open space, sidewalks, unique/varied housing densities and types and promotes desirable, cohesive community character and a possibility for a quality neighborhood in an in-fill development.

**8.0 - Public Services, Facilities and Utilities Goals and Objectives - Summary:**

Provide adequate services, facilities, and utilities for all City residents and *annex* contiguous properties who request City services. Ensure that development within Kuna connects into the City's sanitary sewer and potable

water systems and continue expansion of the City's sewer systems as resources allow.

**Comment:** *Kuna has adequate services for this development and the authority to approve the request. This application will expand the City's sanitary sewer system, potable water and adds to the pressure irrigation mainline in an orderly fashion and adds amenities and some open space for its residents.*

**9.0 - Transportation Goals and Objectives - Summary:**

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

**Comment:** *The project meets the transportation goals of the City by improving Sharp Lane (Private dirt road) with expanded rights-of-way along its frontage, adding sidewalks for public use and internal roads for transportation connections.*

**12.0 - Housing Goals and Objectives - Summary:**

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

**Comment:** *Applicant has proposed 21 total lots which will possibly contribute to high-quality lots of varied sizes to be developed in a logical and orderly manner. The development proposes varied and unique housing types, a common lot, and possibly amenities, therefore creating a pleasant neighborhood environment.*

**13.0 - Community Design Goals and Objectives - Summary:**

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

**Comment:** *The application incorporates sound community design and landscape features to integrate with surrounding uses to create a sense of place for the community and will foster neighborhood interactions and activities within its boundary.*

**I. Proposed Kuna City Code Analysis:**

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

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

2. The site is physically suitable for a subdivision.

**Comment:** *The approx. 6.00 acre subdivision has sufficient size to include a mix of lot sizes, neighborhood landscaped common lot.*

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

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

4. The subdivision application *is/is not* likely to cause adverse public health problems.

**Comment:** *The subdivision of the property follows the zoning designation per Kuna Code 5-13-9. The Medium Density zone requires connection to public sewer and water, therefore eliminating the occurrence of adverse public health problems. Through correspondence with public service providers and application evaluation, this project appears to avoid detriment to surrounding uses.*

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

**Comment:** *The subdivision design did consider the location of the property, classified roadway (School Ave.) and the system. The subject property can be connected to the City's public sewer, water and pressure irrigation facilities. The adjacent uses are complimentary uses as proposed in the Kuna Comprehensive Plan Future Land Use Map.*

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

**J. Commission's Recommendation to the Council:**

**19-09-S (Preliminary Plat)** During the public hearing by the Planning and Zoning Commission of Kuna, Idaho, the Commission hereby recommended approval to City Council for Case No's 19-09-S, a Preliminary Plat request by Gary McAllister, with the following conditions of approval:

- *Applicant shall follow the conditions outlined in the staff report,*
- *Staff to research if lot sizes were limited in a former development or annexation agreement,*
- *Applicant shall form an HOA to care for the perpetual care and maintenance for the ditch back and all other open spaces,*
- *Applicant shall work with Boise Project Board of Control on fence and maintenance strategies.*
- *Work with staff to increase the open space closer to 5%, and to move the common lot to the south side of the street and more centralized,*
- *Work with staff on amenities for the common lot (Gazebo & BBQ pit),*
- *The road will be a public road.*

**K. Decision and Order by the City Council:**

*Note: This motion is for the approval, conditional approval or denial of the preliminary plat applications. However, if the City Council wishes to approve or deny specific parts of these requests as detailed in the report, those changes must be specified.*

Based on the facts outlined in staff's report and public testimony as presented, the City Council of Kuna, Idaho, hereby **approves/conditionally approves/denies** Case No. 19-09-S (Preliminary Plat), a Preliminary Plat request by Gary McAllister, 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 drainage and grading plans.
  - c. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
  - d. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.

- e. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
  - f. The *Boise Project and Board of Control* shall approval any modifications to the existing irrigation system.
  - g. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permit.
  - h. Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and Idaho Transportation Department.
  - i. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District,
2. Installation of utility service facilities shall comply with requirements of the public utility or irrigation district providing services. All utilities shall be installed underground, see KCC 6-4-2-W.
  3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site.
  4. Street lighting shall use LED lights, with spacing and wattages meeting KCC 5-4-6; applicant shall coordinate a street light plan for P & Z approval in concert with the prepared construction drawings for the project.
  5. Parking within the site shall comply with KCC 5-9-3.
  6. Fencing within and around the site shall comply with Kuna City standards – KCC 5-5-5- A-J and KCC 6-4-2-E.
  7. A sign permit is required prior to subdivision entrance sign construction and shall comply with KCC 5-10-4. *Monument signs will require a separate design review.*
  8. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within three days or as the planting season permits as required to meet KCC 5-17-7 standards. Maintenance and planting within public rights-of-way shall be approved from the public entities owning the property.
  9. Submit a petition to the City consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation System of the City (KMIS) prior to requesting final plat signature from the City Engineer.
  10. The land owner/applicant/developer and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the Council, or seek amending them through public hearing processes.
  11. The applicant's proposed preliminary plat (if approved) shall be considered a binding site plan, or as modified and approved through the public hearing process.
  12. Applicant shall remedy any outstanding code enforcement issues prior to recordation of a final plat.
  13. Staff recommends that all streets be improved and dedicated as public roads.
  14. Applicant shall work with KRFD to accommodate EMS access and all other requirements of the KRFD.
  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.



City of Kuna
Proposed Kuna City Council
Proposed Findings of Fact and Conclusions of Law

Case No. 19-09-S Corbin's Cove
P.O. Box 138 of 131
Phone: (208) 922-5274
Fax: (208) 922-5989
www.Kunacity.id.gov

L. Based upon the record contained in Case No's 19-09-S, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Council hereby approves/conditionally approves/denies the Findings of Fact and Conclusions of Law, and conditions of approval for Case No. 19-09-S a request for Preliminary Plat approval by Gary McAllister:

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

Comment: The Council will hold a public hearing on the subject applications on August 18, 2020, to hear from City staff, the applicant and to accept public testimony. The decision by the Council is based on the application, staff report and public testimony, both oral and written.

2. Based on the evidence contained in Case No. 19-09-S, this proposal does/does not generally comply with the Comprehensive Plan and City Code.

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

3. Based on the evidence contained in Case No. 19-09-S, this proposal does/ does not generally comply with the Kuna City Code.

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

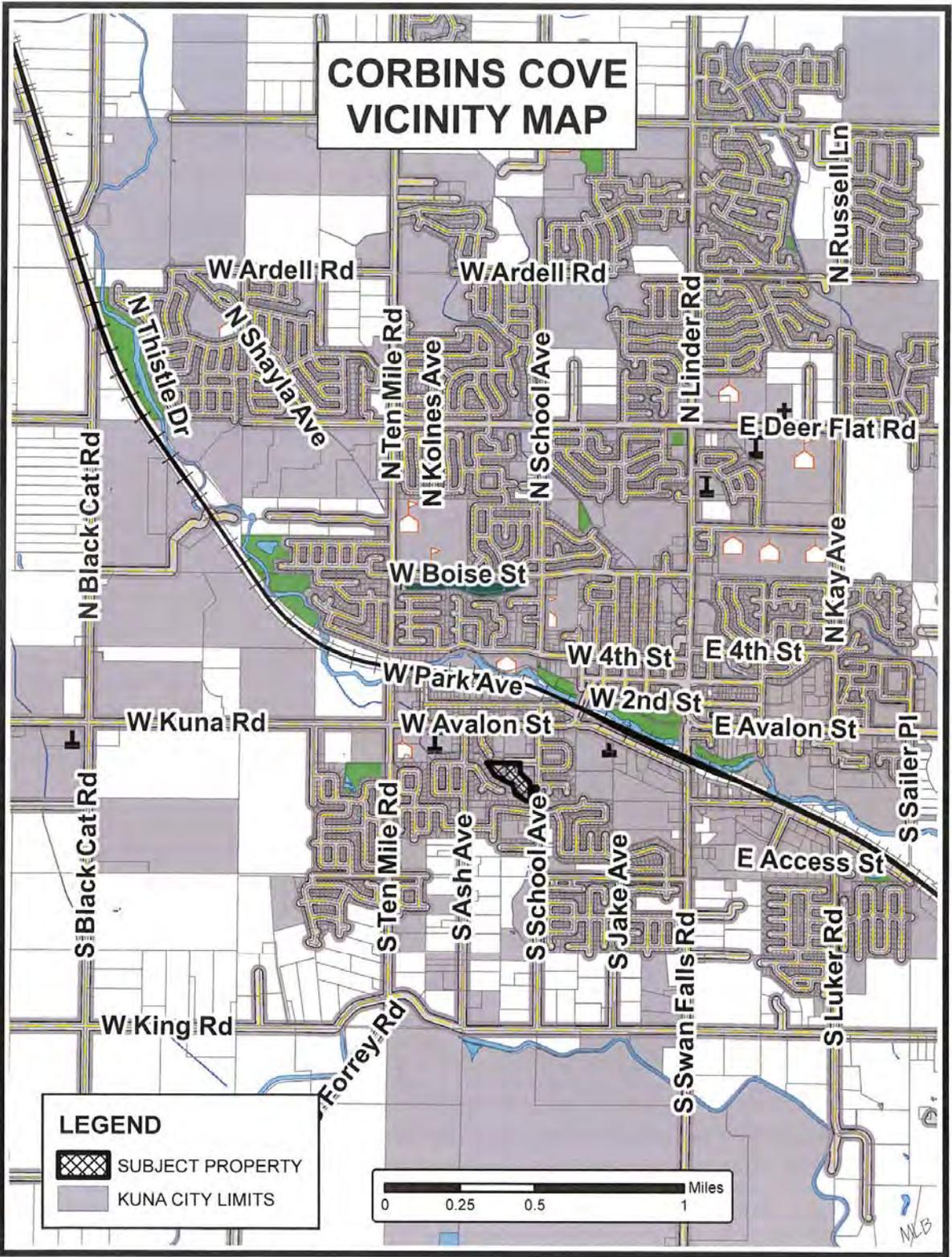
4. The Kuna Council has the authority to approve / conditionally approve / deny Case No. 19-09-S.

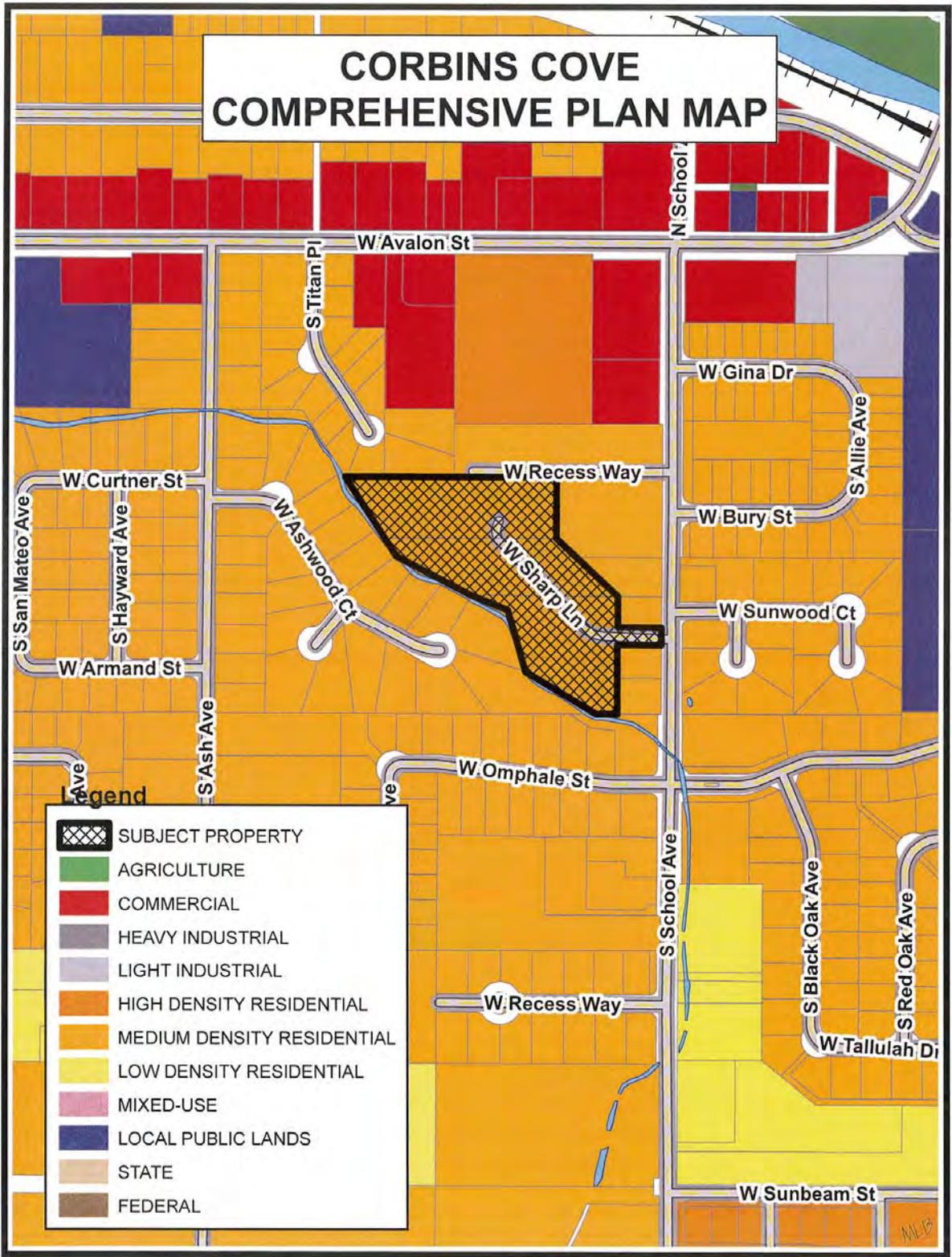
Comment: On August 18, 2020, Kuna's Council will vote to approve / conditionally approve / deny Case No. 19-09-S.

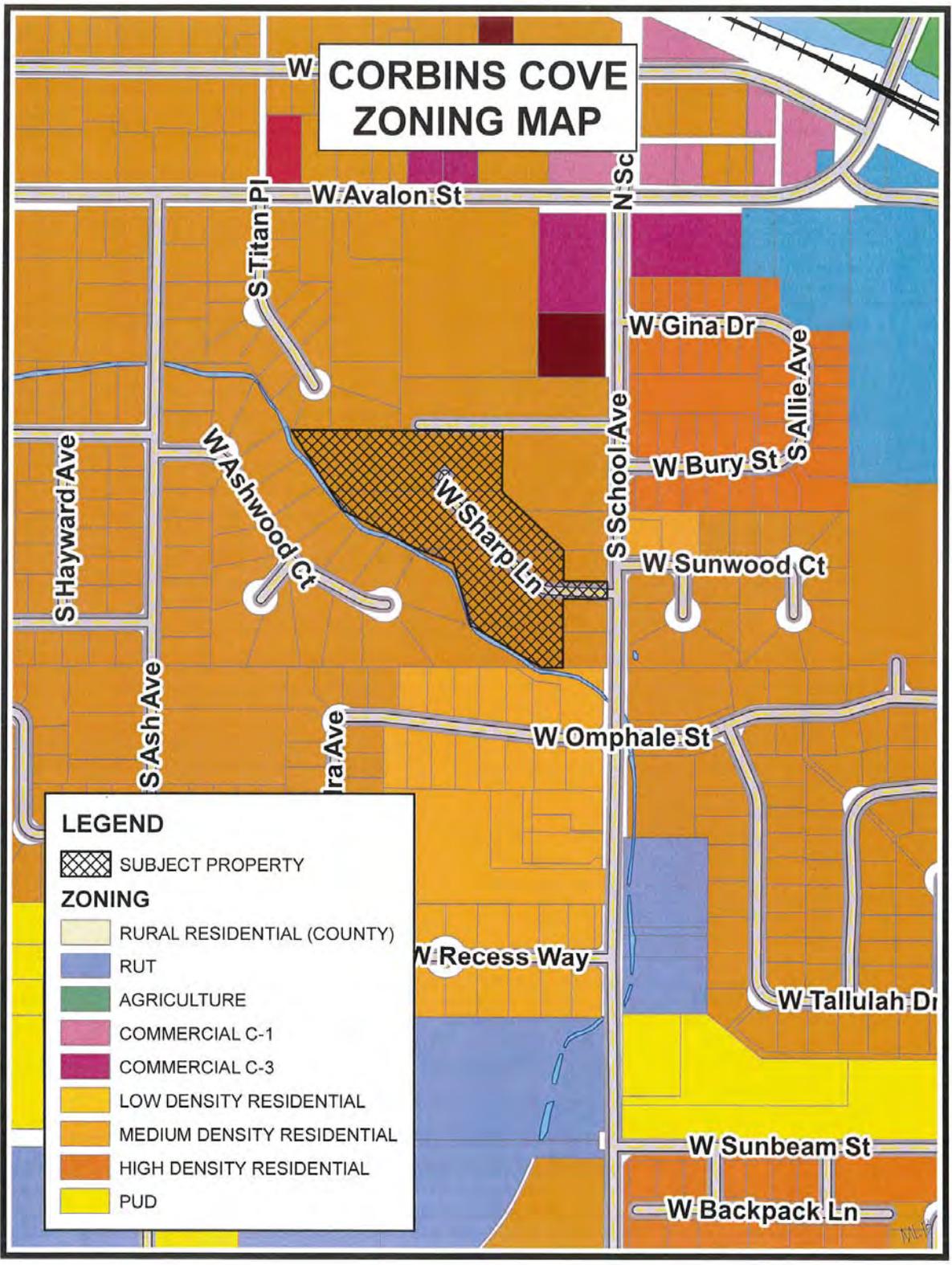
5. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

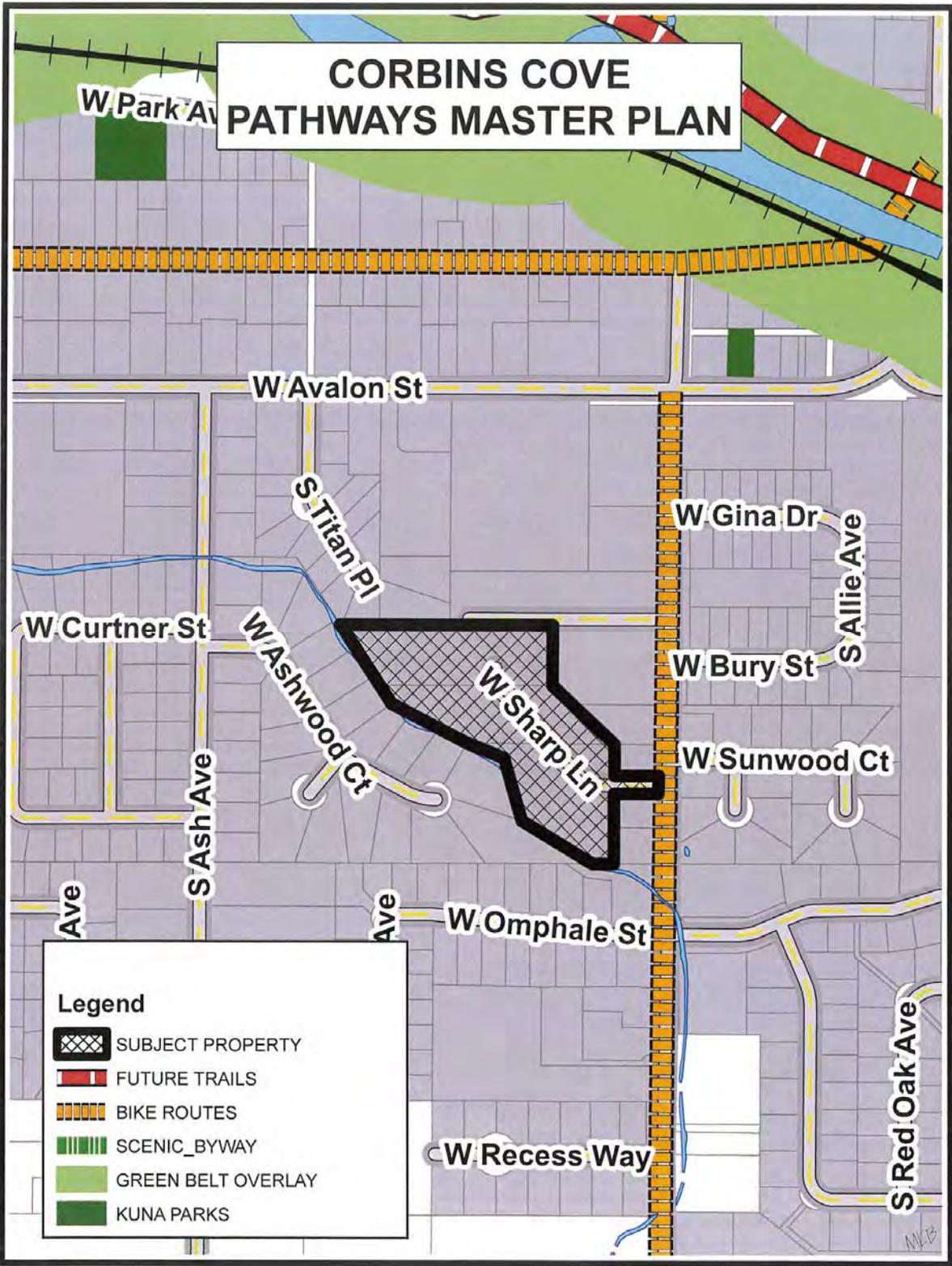
Comment: Neighborhood Notices were mailed out to residents within 350-FT of the proposed project site on August 10, 2020, and a legal notice was published in the Kuna Melba Newspaper on July 19, 2020. The applicant placed a sign on the property on July 27, 2020.

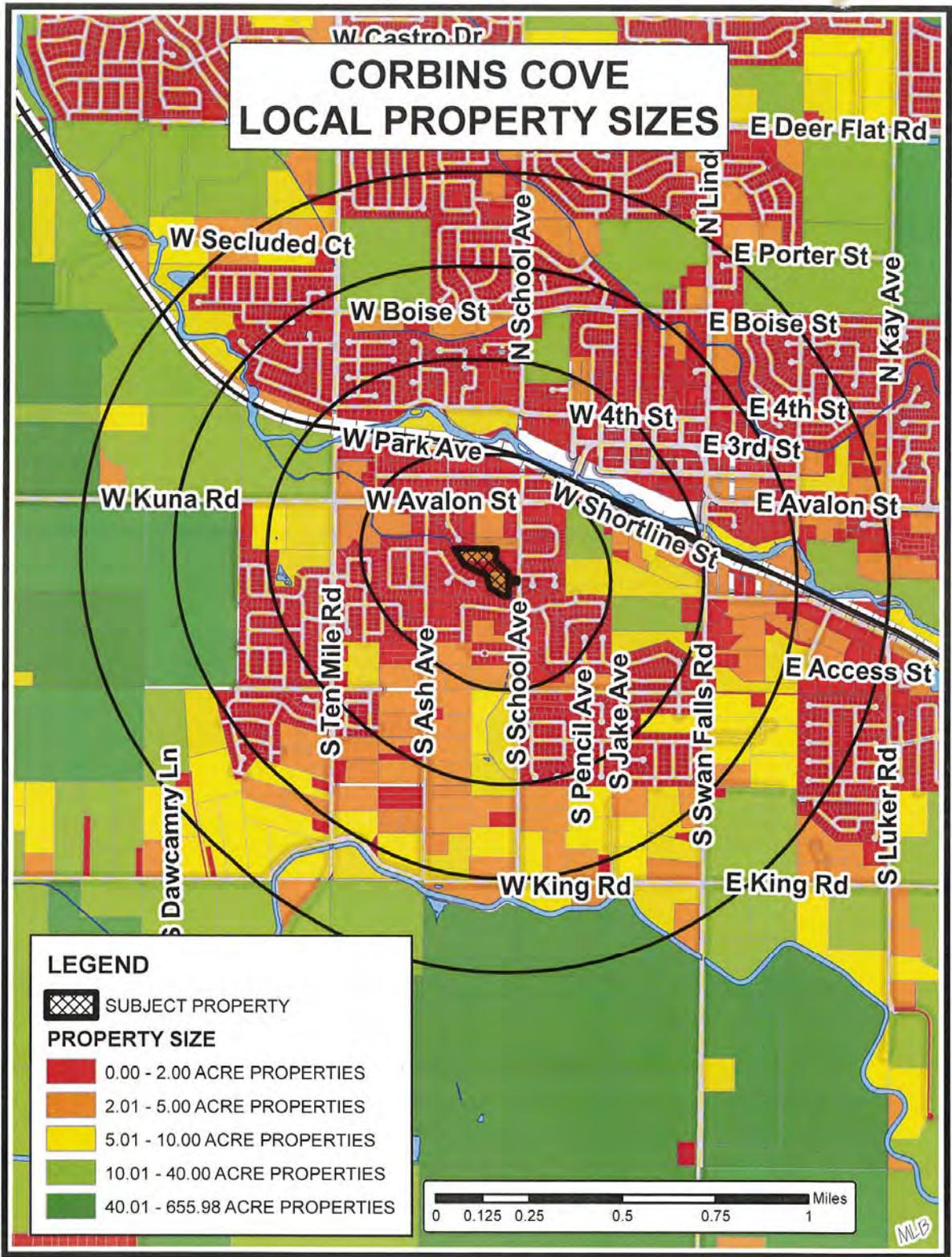
DATED: this \_\_\_ day of \_\_\_\_\_, 2020.



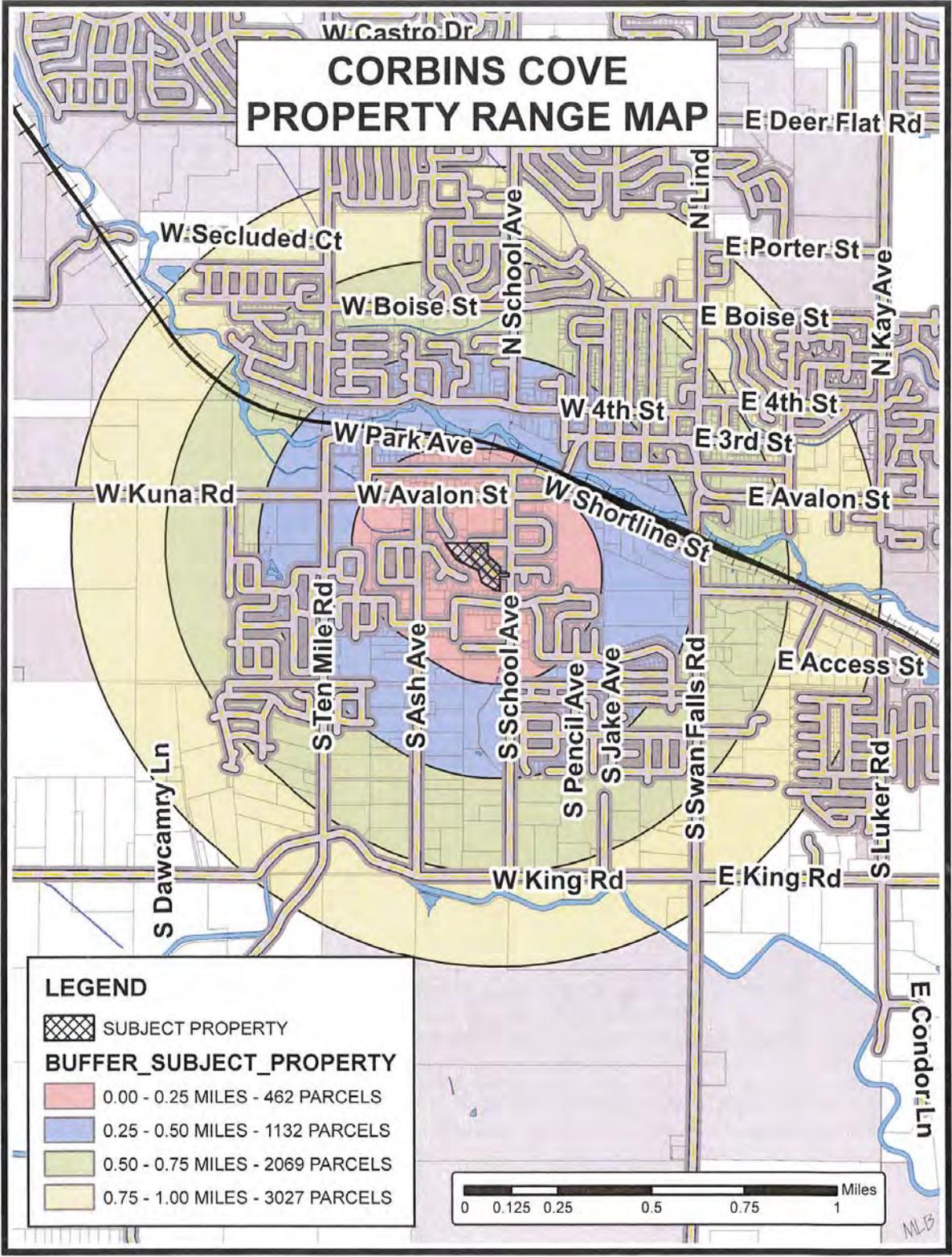


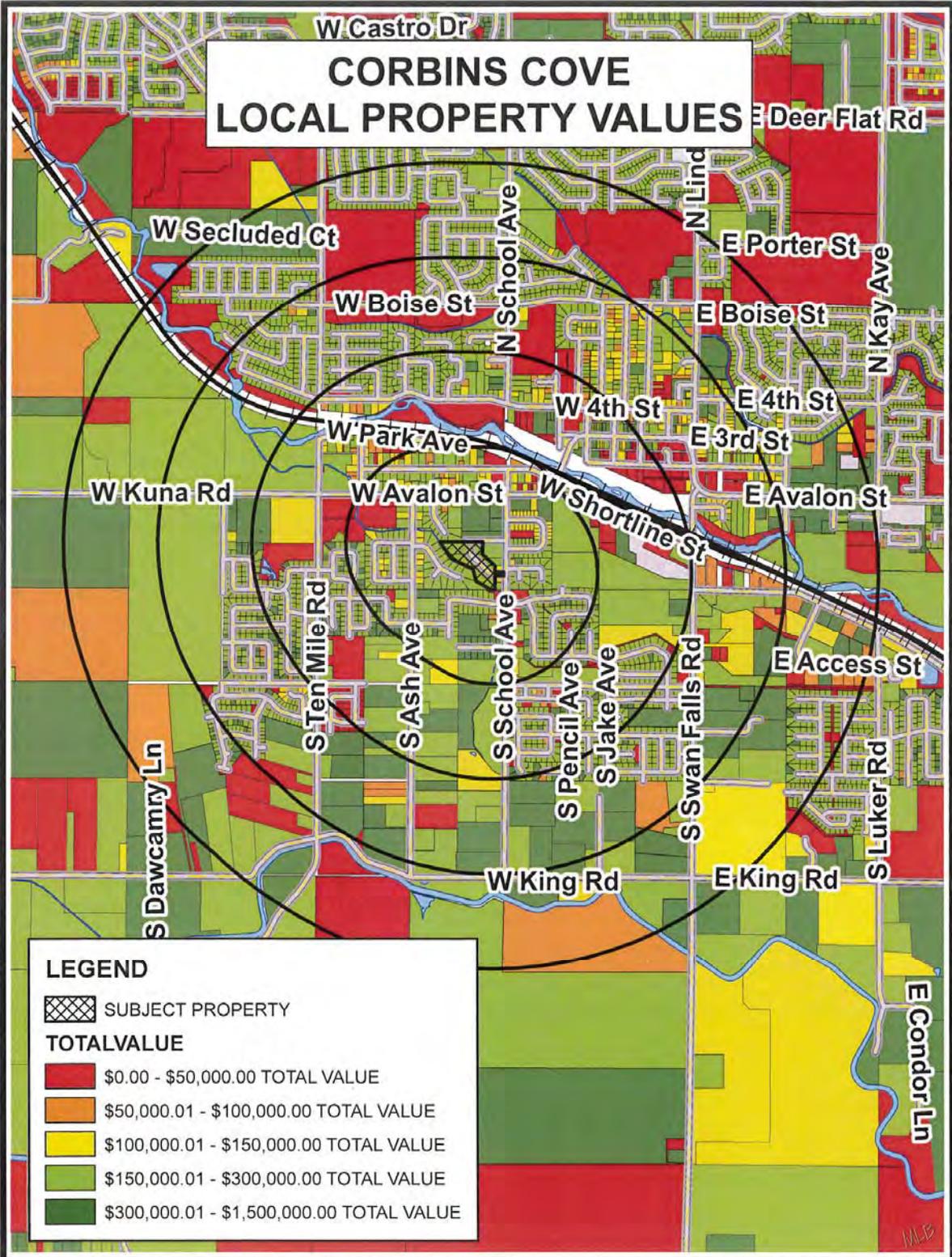














## B & A Engineers, Inc.

Consulting Engineers & Land Surveyors  
5505 West Franklin Rd. Boise, ID 83705  
Telephone 208.343.3381 Facsimile 208.342.5792



15 November, 2019

To Whom It May Concern  
Preliminary Plat Application Meeting

Subject: **Corbin's Cove Subdivision  
Letter of Intent**

To Whom It May Concern,

This letter is to announce the planning of a proposed subdivision in the City of Kuna, Ada County, Idaho. Said subdivision will be located West of School Street, South of Avalon Street in the Northeast Quarter of Section 26, Township 2 North, Range 1 West. Upon approval, three existing zoned R-6 parcels (R5070251061, R5070251161, R5070251166), consisting of approximately 6 acres, will be subdivided into approximately 22 lots with 1 lot being reserved as open space per said zone regulations. (No rezone necessary). Currently, three houses exist within the existing parcels which are intended to remain and proposed lot lines will be adjusted around said houses in accordance with R-6 zoning regulations.

**Water:**

We are proposing a water main that will tie into an existing water main which will be tied into by service lines to provide water to each proposed dwelling unit.

**Sewer:**

We are proposing an 8" sewer main that will tie into an existing 8" sewer main located in the northern section of the proposed subdivision. We will tie in one 4" sewer service for each proposed dwelling unit.

**Pressure Irrigation:**

Pressure irrigation will be provided for each dwelling unit and tied into an existing pressure irrigation line located southerly of the proposed subdivision.

**Storm Drain:**

A sufficient storm drain system will be constructed for drainage/flow of sediment/runoff within the ACHD right-of-way.

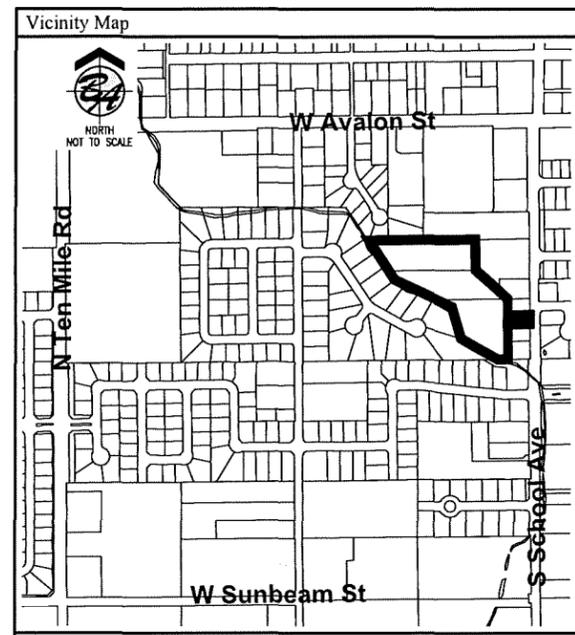
**Ingress/Egress:**

Ingress/Egress will be provided by an existing private road (West Sharp Lane). Said street will be extended and a snoop style turnaround will allow for sufficient ingress/egress for a fire truck, and access to each dwelling unit within said subdivision.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nick LaCross', written over a horizontal line.

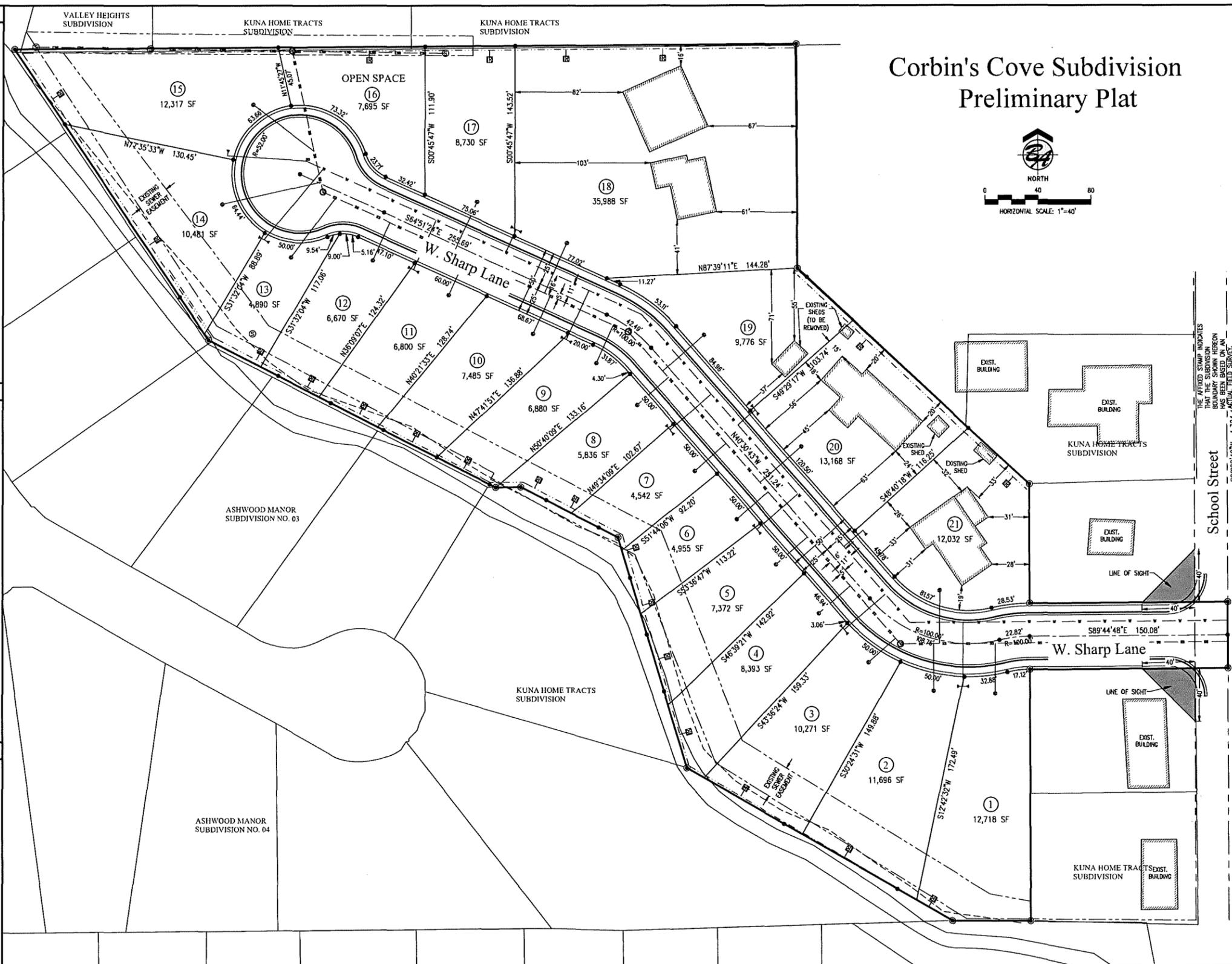
Nick LaCross  
Engineer Technician  
B & A Engineers, Inc.



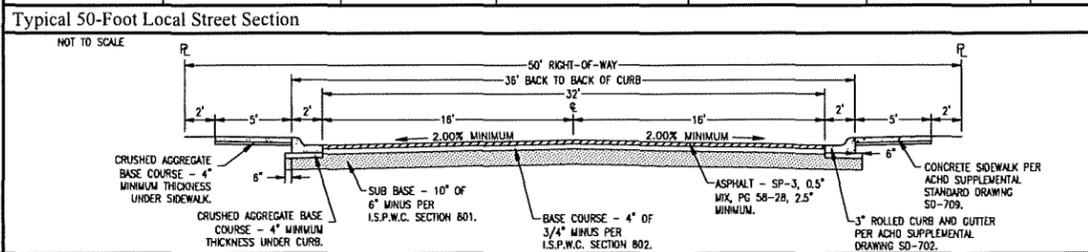
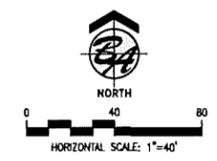
- Notes**
1. THERE ARE NO POTENTIALLY HAZARDOUS AREAS.
  2. THERE ARE NO NATURAL DRAINAGE SWALES ON THIS PROPERTY.
  3. THERE ARE NO PERMANENT AND/OR SEASONAL HIGH GROUNDWATER AREAS ON THIS PROPERTY.
  4. THIS PROPERTY IS NOT IN A FLOOD PLAIN AREA.
  5. THERE ARE NO IDENTIFIED SHALLOW BEDROCK AREAS, UNSTABLE ROCK FORMATIONS, OR LANDSLIDE AREAS ON THIS PROPERTY.
  6. THIS PROPERTY IS NOT IN AN AQUIFER RECHARGE AREA.
  7. NO UNSTABLE SOILS SUSCEPTIBLE TO EROSION EXISTING ON THIS PROPERTY. ALL AREAS ARE SUITABLE FOR DEVELOPMENT.
  8. SANITARY SEWER SERVICE IS TO BE PROVIDED BY THE CITY OF KUNA.
  9. POTABLE WATER IS TO BE PROVIDED BY THE CITY OF KUNA.
  10. IRRIGATION SERVICE IS TO BE PROVIDED BY THE CITY OF KUNA.
  11. PROPERTY LIES WITHIN THE KUNA CITY FIRE DISTRICT.
  12. EXISTING IRRIGATION FACILITIES TO BE CONTINUED TO THEIR HISTORIC DISCHARGE POINTS.
  13. THIS PROPERTY IS CURRENTLY ZONED R-6 AND TO REMAIN.
  14. EXISTING USE: MEDIUM DENSITY RESIDENTIAL.
  15. CONTOUR INTERVAL: 1 FOOT DATUM: NAD 88
  16. COMMON AREAS SHOWN HEREDON SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
  17. THIS DEVELOPMENT ANTICIPATES USING SUBSURFACE STORM WATER DISPOSAL OF STORM WATER GENERATED FROM THE LOCAL ROAD SYSTEM AND LANDS TRIBUTARY TO THE SYSTEM.
  18. PUBLIC UTILITIES ARE TO BE PROVIDED FROM THE PUBLIC UTILITY PROVIDERS FROM JOINT TRENCH ADJACENT TO THE PUBLIC ROADS. SPECIFIC DESIGN CRITERIA WILL BE MET DURING THE CONSTRUCTION APPROVAL PHASE OF THIS DEVELOPMENT.
  19. THIS PARCEL LIES WITHIN THE "ZONE X" FLOODWAY PER FEMA MAP #16001C0165G, PANEL NOT PRINTED.
  20. THE FOLLOWING TAX PARCEL NUMBER IS INCLUDED WITHIN THIS SUBDIVISION: R5070251061, R5070251161, R5070251168.

**Legend**

	LOT LINE
	STREET CENTERLINE
	BOUNDARY
	RIGHT-OF-WAY
	ADJOINING PROPERTIES
	EXISTING STRUCTURE
	PROPOSED SEWER MAIN
	PROPOSED WATER MAIN
	PROPOSED PRESSURE IRRIGATION MAIN
	PROPOSED CURB, GUTTER, & SIDEWALK
	PROPOSED PRESSURE IRRIGATION SERVICE
	PROPOSED WATER SERVICE
	PROPOSED SEWER SERVICE
	EXISTING WATER METER
	LOT NUMBER
	EXISTING FIRE HYDRANT
	PROPOSED SEWER MANHOLE



# Corbin's Cove Subdivision Preliminary Plat



**Setback/Zoning Table**

PROPOSED ZONE	R-6
MINIMUM LOT AREA - INTERIOR LOT	4,500 SF
MINIMUM LOT AREA - CORNER LOT	N/A
FRONT YARD SETBACK	20 FEET
REAR YARD SETBACK	15 FEET
STREET SIDE YARD SETBACK	20 FEET
INTERIOR SIDE YARD SETBACK	5 FEET
MAXIMUM BUILDING HEIGHT	35 FEET
MINIMUM STREET FRONTAGE	45 FEET
MINIMUM LOT WIDTH - INTERIOR LOT	N/A
MINIMUM LOT WIDTH - CORNER LOT	N/A
MAXIMUM DENSITY	8.0/ACRE
EXISTING ZONE	R-6

**Land Use Calculations**

DESCRIPTION	AREA (ACRES)	PERCENTAGE
PROJECT	5.88	100%
RESIDENTIAL LOTS	4.61	78.4%
OPEN SPACE AREA LOTS	0.18	3.06%
RIGHT-OF-WAY	1.09	18.54%
RESIDENTIAL LOTS	20	
OPEN SPACE AREA LOTS	1	
RESIDENTIAL DENSITY	3.4/Acre	

**Owner/Applicant**  
GARY WALLISTER  
PO BOX 170118  
BOISE, ID 83717  
(208) 283-4830

**Underground Utility Note**

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. DEVIATIONS MAY EXIST BETWEEN THE LOCATIONS SHOWN HEREDON AND THEIR ACTUAL LOCATION(S).

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

Corbin's Cove Subdivision Preliminary Plat

Corbin's Cove Subdivision  
870/890/810 W. Sharp Lane  
Kuna, ID 83634  
Parcel No. R5070251061/R5070251161/R5070251168  
Zone R-6

**Revisions**

REV.	DESC.	DATE	BY

**Scale:** AS NOTED  
**Date:** FEBRUARY 4, 2020  
**Drawn By:** K.P. LA CROSS  
**Checked By:** J.D. DANNING  
**Project No.:** MGTB  
**Drawn File Name:** MGTB Site Plan.dwg

**SHEET NO:**  
**Preliminary Plat**

**received**  
11.19.19



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

### Commission & Council Review Application

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

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

For Office Use Only	
File Number (s)	19-09-S
Project name	CORBINS COVE SUBDIVISION
Date Received	11-19-19
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

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

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

#### Contact/Applicant Information

Owners of Record: Paul Winward	Phone Number: _____
Address: 8291 S. Locust Grove Road	E-Mail: _____
City, State, Zip: Meridian, ID. 83642	Fax #: _____
Applicant (Developer): Gary McAllister	Phone Number: 208-283-4830
Address: _____	E-Mail: mcallgary@gmail.com
City, State, Zip: _____	Fax #: _____
Engineer/Representative: Nick LaCross - B&A Engineers, Inc.	Phone Number: 208-343-3381
Address: 5505 W. Franklin Rd.	E-Mail: nplacross@baengineers.com
City, State, Zip: Boise, ID 83705	Fax #: _____

#### Subject Property Information

Site Address: 870/890/910 W Sharp Lane Kuna, Idaho 83634	
Site Location (Cross Streets): School ave. and Avalon St.	
Parcel Number (s): R5070251061 / R5070251161 / R5070251166	
Section, Township, Range: Section 26, Township 2 North, Range 1 West	
Property size : Approx. 6.0 Acres	
Current land use: Single Family Dwelling	Proposed land use: Single Family Dwelling
Current zoning district: R-6	Proposed zoning district: R-6 No Change

**Project Description**

Project / subdivision name: Corbin's Cove Subdivision

General description of proposed project / request: Subdividing approx. 6.0 acres into approx. 23 lots, one of which will be reserved for open space.

Type of use proposed (check all that apply):

Residential \_\_\_\_\_

Commercial \_\_\_\_\_

Office \_\_\_\_\_

Industrial \_\_\_\_\_

Other \_\_\_\_\_

Amenities provided with this development (if applicable): Wet/ Dry utilities. Open Space. Single family Dwelling

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No

Please describe the existing buildings: Single Family Homes

Any existing buildings to remain?  Yes  No

Number of residential units: 22 21 Number of building lots: 22 21

Number of common and/or other lots: 1

Type of dwellings proposed:

Single-Family \_\_\_\_\_

Townhouses \_\_\_\_\_

Duplexes \_\_\_\_\_

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

Other \_\_\_\_\_

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

Gross density (DU/acre-total property): 3.74 DU/ACRE Net density (DU/acre-excluding roads): 4.2 DU/ACRE

Percentage of open space provided: 2.5 Acreage of open space: 6,200 sf

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

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

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

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

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

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

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

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

Proposed Parking:

a. Handicapped spaces: \_\_\_\_\_ Dimensions: \_\_\_\_\_

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

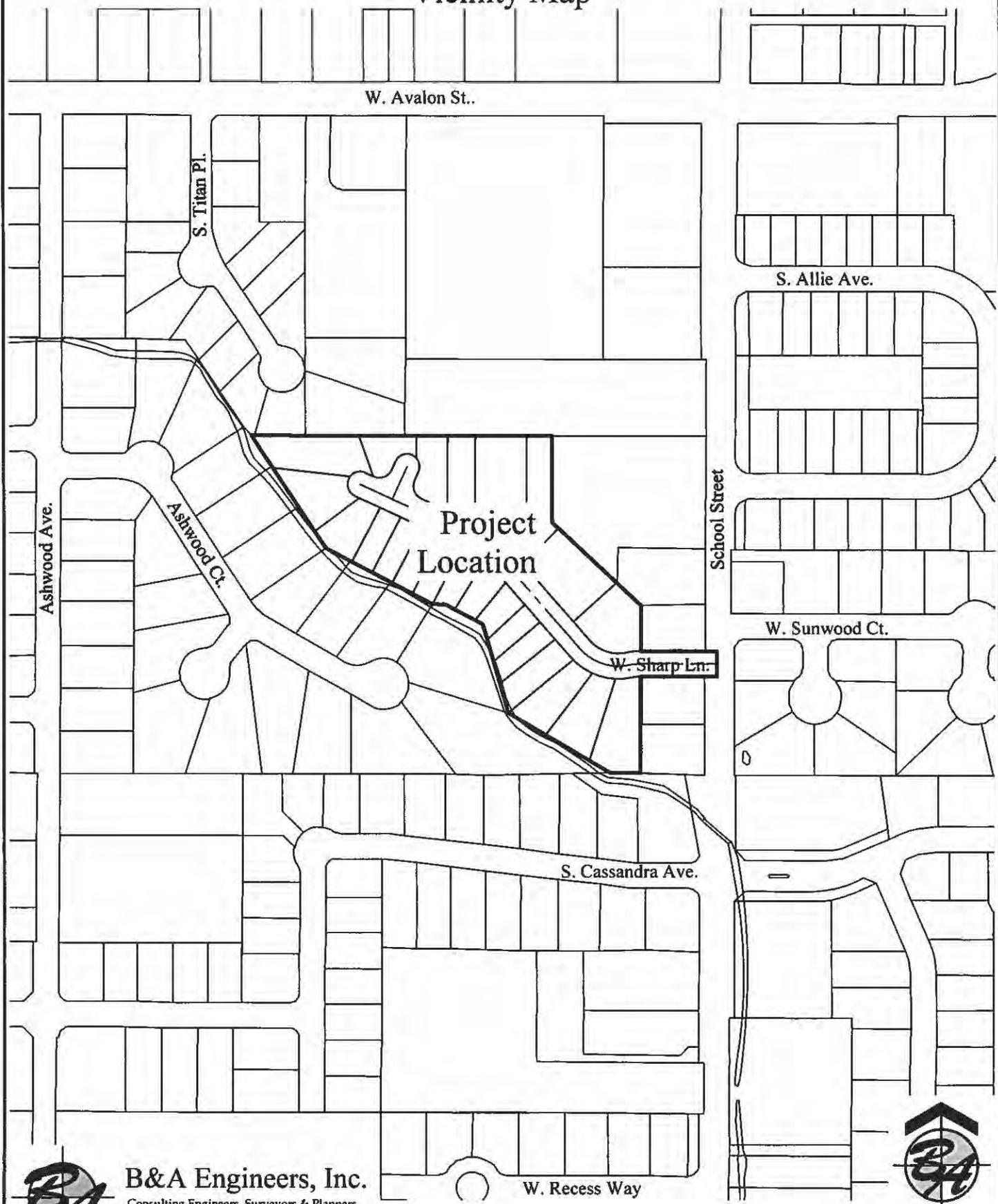
c. Width of driveway aisle: \_\_\_\_\_

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

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

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Corbin's Cove Subdivision Vicinity Map

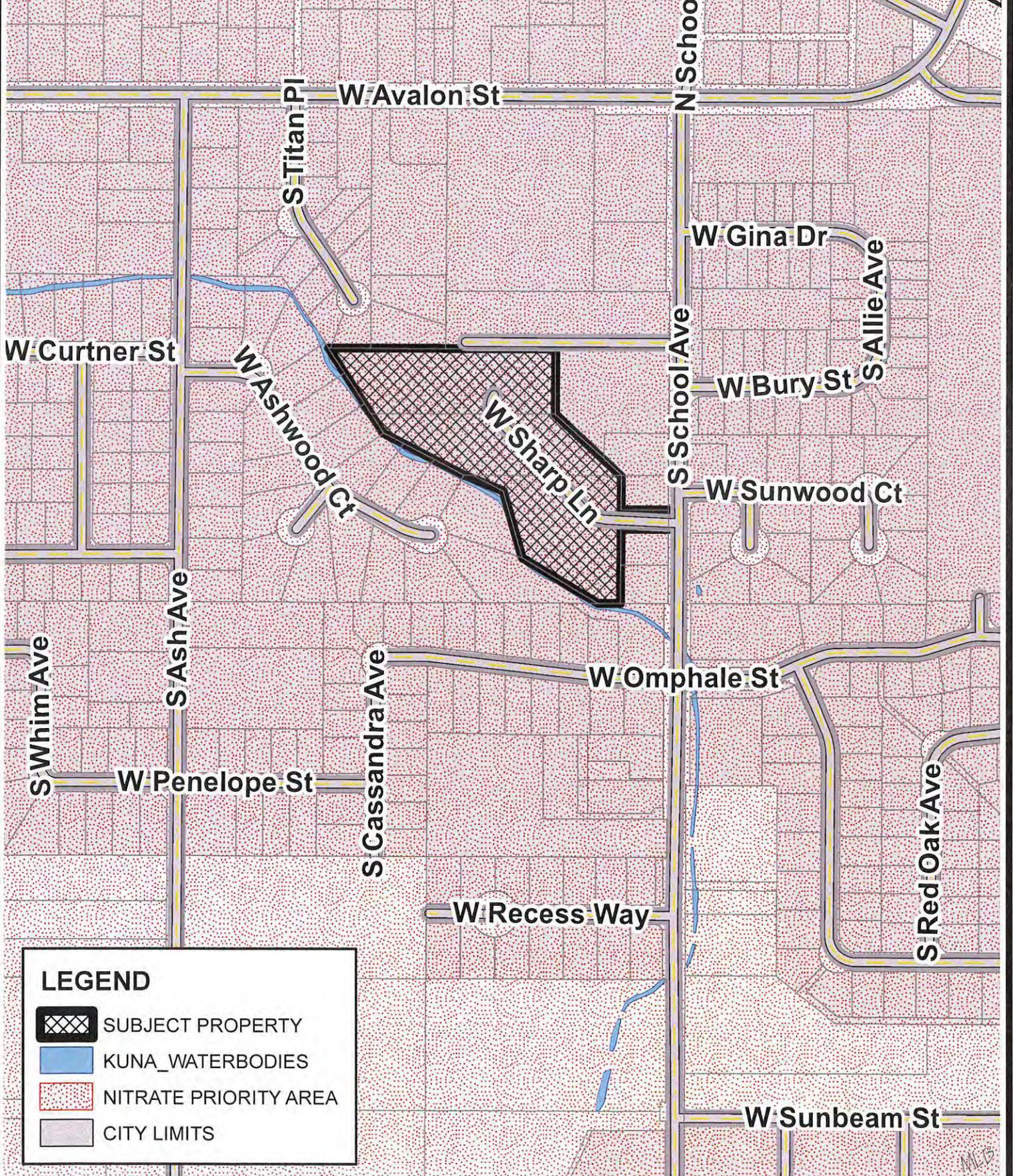


**B&A Engineers, Inc.**  
 Consulting Engineers, Surveyors & Planners  
 5505 W. Franklin Rd. Boise, Id. 83705  
 (208) 343-3381



NORTH  
 SCALE: 1"=250'

# CORBINS COVE NITRATE PRIORITY MAP

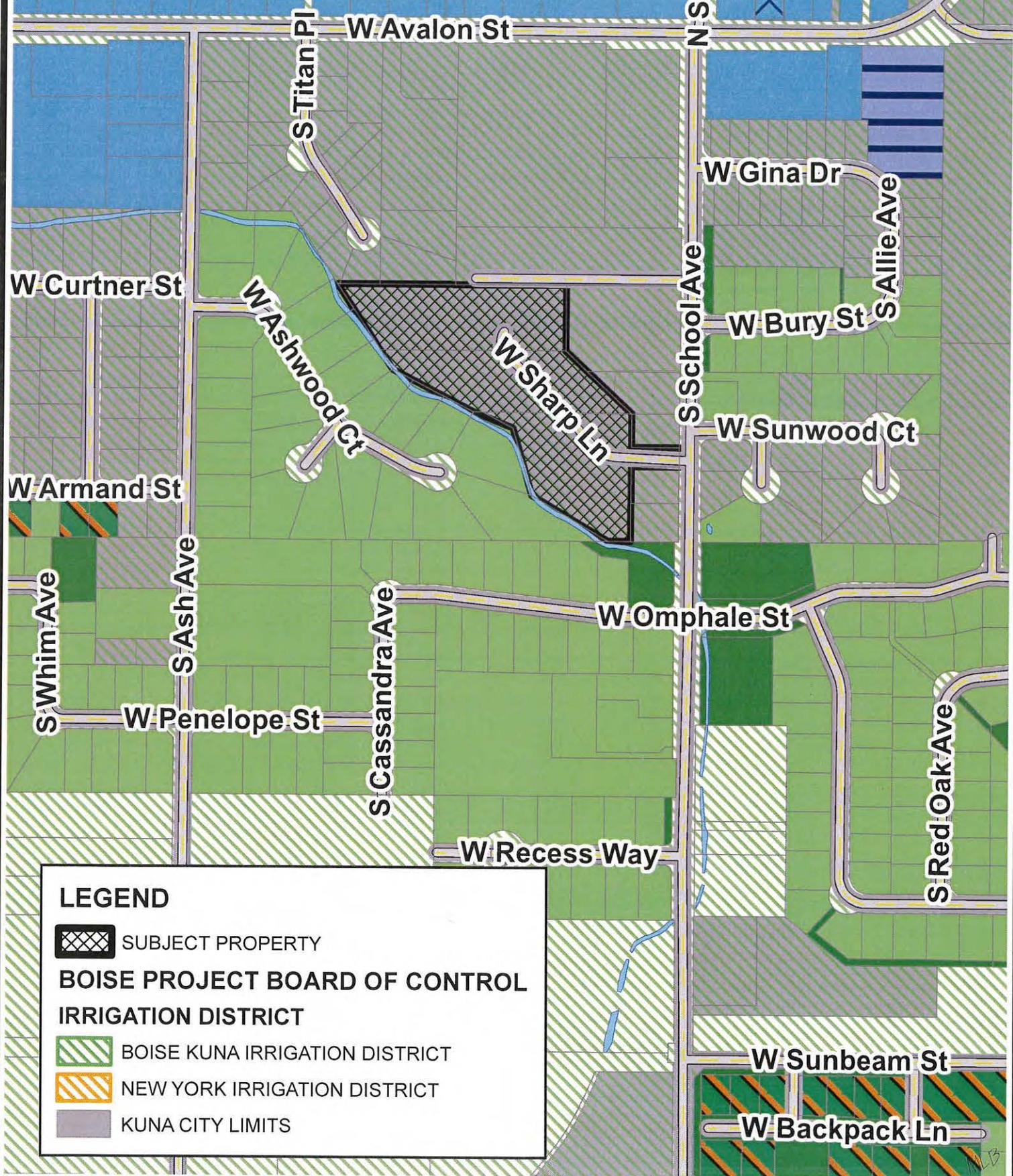


**LEGEND**

-  SUBJECT PROPERTY
-  KUNA\_WATERBODIES
-  NITRATE PRIORITY AREA
-  CITY LIMITS

MLB

# COBINS COVE IRRIGATION DISTRICT MAP



**LEGEND**

-  SUBJECT PROPERTY
- BOISE PROJECT BOARD OF CONTROL IRRIGATION DISTRICT**
-  BOISE KUNA IRRIGATION DISTRICT
-  NEW YORK IRRIGATION DISTRICT
-  KUNA CITY LIMITS

# Exhibit B-1



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

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

## MEMORANDUM

**Date:** 24 January 2020  
**From:** Paul A. Stevens, P.E.  
**To:** Wendy Howell, Planning and Zoning Director  
**RE:** Corbin's Cove Subdivision Preliminary Plat – 19-09-S

The Corbin's Cove Subdivision Preliminary Plat request dated 15 November 2019 has been reviewed. It is noted that while the application outlines the applicant's general development intent, specific development plans are not provided except those implied as allowed or permitted in a "R-6" zone. These comments apply to the preliminary plat and do not address the landscaping design. The landscaping, design review, traffic, and associated topics rest with the Planning and Zoning Department. Review of civil design drawings is accomplished separately, when received.

These comments may be expanded or refined based on future land-use actions. The following comments apply:

### 1. General

- a. Corbin's Cove Subdivision requests a replat of lots 7 and 8 in Kuna Home Tracts. The revised zoning and commensurate density is R6 residential and 4.2 dwelling units per acre. The replat contains 22 lots placed in 6.0 acres. A commensurate impact on the City of Kuna's water and sewer utilities will result.
- b. Access to Corbin's Cove Subdivision is provided by W. Sharp Lane from School Street.
- c. A plan approval letter will be required if this project affects any local irrigation districts.
- d. Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
- e. State the vertical datum used for elevations on all drawings.
- f. Provide engineering certification on all final engineering drawings.

### 2. Inspection Fees

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

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

### 3. Right-of-Way

- a. Corbin's Cove Subdivision accesses from W. Sharp Lane and School Street.
- a. Sufficient right-of-way on the quarter line and section line for existing and future classified streets shall be provided pursuant to City & ACHD standards.
- b. Approaches onto classified streets must comply with ACHD approach policies.
- c. Sidewalk, curb and gutter, street widening and any related storm drainage facilities, shall be provided in connection with property development. All construction shall comply with city code and policies.
- d. All street construction must meet or exceed ACHD and City of Kuna development standards.
- e. Developer shall provide sufficient access and maintenance easements to allow city access to and maintenance of the pressurized irrigation, sewer and water main lines and any associated apparatus.
- f. It is noted from the preliminary plat that there are several sewer and water easements across this property. The easements contain live sewer main trunk lines and water main lines. City access to these lines must not be impeded. The developer should assure that a sufficient building envelope results on the reconfigured lots.

### 4. Sanitary Sewer & Potable Water

- a. This application shall conform to the sewer and water master plans as applicable.
- b. "To and through" master plan sewer & water mainlines are required for Corbin's Cove Subdivision.
- c. The applicant's property is presently partially developed, new lots and associated utilities are subject to connection fees for the ultimate connected sewer load and water demand as provided in the City's Standard Tables.
  - a. City Code (6-4-2) requires connection to the City sewer system for all sanitary sewer needs.
  - b. City Code (6-4-2X) requires connection to City water services.
- d. City code 5-16-3: B.2 states that applicant shall extend public sewer and water to each parcel when water and sewer are available within three hundred (300) feet of the parcels.
- e. All sewer and water infrastructure must meet or exceed City of Kuna requirements.
- f. Corbin's Cove Subdivision is located in the Ten Mile Lift Station Sewer Drainage Basin. Commitments to service subdivisions through the Ten Mile Lift Station presently equal approximately 121% of the rated capacity an additional 22 EDUs push the service ceiling to approximately 124% of the rated capacity.
- g. Developer participation may be needed to expand the Ten Mile Lift Station and sewer collection system.
- a. Sewer and water flow models will be required to verify adequate water supply, fire suppression and sewage removal.
- b. Sewer and Water "Will Serve" commitments shall be based on available water and sewer capacities at the time of construction drawing approval.
- c. Development construction must be in progress and vigorously pursued within one year from the Will Serve Letter date of issue to avoid automatic termination of the Will Serve Commitments.

### 5. Pressurized Irrigation

- a. The applicant's property may be partially connected to the City of Kuna pressurized irrigation system.
  - a. Relying on drinking water for irrigation purposes is contrary to City Code (6-4-2).
- b. Pressurized irrigation will be provided by connection to the City of Kuna pressurized irrigation system.
- c. All pressurized irrigation infrastructure shall meet or exceed City of Kuna standards.
- d. This application shall be conditioned to conform to the Pressurized Irrigation Master Plan.

- a. The Pressurized Irrigation Master Plan dictates pipe sizes.
- e. "To and through" extension of pressurized irrigation applies to Urza Subdivision.

## 6. Grading and Storm Drainage

The following provisions apply to Corbin's Cove Subdivision:

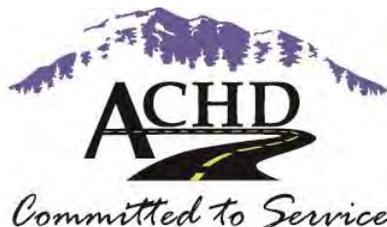
- a. Provide a grading and drainage plan which supports and maintains all upstream drainage rights and all downstream irrigation delivery rights as they presently exist for this property.
- b. Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties. Slopes shall not be steeper than 3:1 on lots adjacent to a street or common lot and no steeper than 4:1 for lots with common rear lot lines.
- c. Runoff from public right-of-way is regulated by ACHD. On site storm water retention (if applicable) shall be reviewed in conjunction with the Civil Engineering construction improvements review.
- d. The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of any private storm water disposal system.
- e. Any increase in quantity or rate of runoff or decrease in quality of runoff (compared to historical conditions) must be detained, treated and released at rates no greater than historical amounts at a quality consistent with historical quality.
- f. If impervious area is increased, provide a storm water disposal plan for review by the City Engineer which accounts for the increased storm water drainage. Provide detailed drawings of drainage facilities for review.

## 7. As-Built Drawings

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

## 8. Property Description

- a. The applicant provided a preliminary plat and supporting documents as part of the application.



Mary May, President  
Kent Goldthorpe, Vice-President  
Rebecca W. Arnold, Commissioner  
Sara M. Baker, Commissioner  
Jim D. Hansen, Commissioner

January 30, 2020  
Updated March 12, 2020

To: Gary McAllister  
2115 E. Bowstring Street  
Meridian, ID 83642

Subject: KPP20-0001/ 19-09-S  
870 W. Sharp Lane  
Corbin's Cove Subdivision

*The applicant is requesting approval for a preliminary plat to develop 22 single family lots on 6 acres that has 3 existing residences.*

## A. Findings of Fact

### 1. School Avenue

a. **Existing Conditions:** School Avenue is improved with 2-travel lanes and no curb, gutter or sidewalk abutting the site. There is 58-feet of right-of-way for School Avenue (30-feet from centerline).

b. **Policy:**

**Collector Street Policy:** District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

**Master Street Map and Typologies Policy:** District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

**Street Section and Right-of-Way Policy:** District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

**Residential Collector Policy:** District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

**Sidewalk Policy:** District policy 7206.5.6 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

**ACHD Master Street Map:** ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. This segment of School Avenue is designated in the MSM as a Residential Collector with 3-lanes and on-street bike lanes, a 36-foot street section within 50-feet to 70-feet of right-of-way.

**Minor Improvements Policy:** District Policy 7203.3 states that minor improvements to existing streets adjacent to a proposed development may be required. These improvements are to correct deficiencies or replace deteriorated facilities. Included are sidewalk construction or replacement; curb and gutter construction or replacement; replacement of unused driveways with curb, gutter and sidewalk; installation or reconstruction of pedestrian ramps; pavement repairs; signs; traffic control devices; and other similar items.

- c. **Applicant Proposal:** The applicant has not proposed any improvements to School Avenue.

**Staff Comments/Recommendations:** Consistent with District Policy, the applicant should be required to improve School Avenue abutting the site as ½ of a 36-foot wide collector street section with vertical curb, gutter and 5-foot wide detached (7-foot wide attached) concrete sidewalk and dedicate additional right-of-way as needed to 2-feet behind back edge of sidewalk. For attached sidewalks, right-of-way width may be reduced to the back edge of sidewalk and a permanent right-of-way easement provided that extends to 2-feet behind the back edge of sidewalk.

If detached sidewalks are placed outside of the right-of-way, a permanent right-of-way easement is required. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

If street trees are desired with detached sidewalk, an 8-foot wide planter strip should be provided.

## 2. Sharp Lane - Private Roads/Driveways

- a. **Existing Conditions:** There is an existing 20-foot wide unpaved private road, Sharp Lane, onto School Avenue, which is located 80-feet south of Sunwood Court and 40-feet to the south of a residential driveway.
- b. **Policy:**  
**Private Road Policy:** District policy 7212.1 states that the lead land use agencies in Ada County establish the requirements for private streets. The District retains authority and will

review the proposed intersection of a private and public street for compliance with District intersection policies and standards. The private road should have the following requirements:

- Designed to discourage through traffic between two public streets,
- Graded to drain away from the public street intersection, and
- If a private road is gated, the gate or keypad (if applicable) shall be located a minimum of 50-feet from the near edge of the intersection and a turnaround shall be provided.

**Access Policy:** District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

District Policy 7206.1 states that the primary function of a collector is to intercept traffic from the local street system and carry that traffic to the nearest arterial. A secondary function is to service adjacent property. Access will be limited or controlled. Collectors may also be designated at bicycle and bus routes.

**Driveway Location Policy (Stop Controlled Intersection):** District policy 7206.4.4 requires driveways located on collector roadways near a STOP controlled intersection to be located outside of the area of influence; OR a minimum of 150-feet from the intersection, whichever is greater. Dimensions shall be measured from the centerline of the intersection to the centerline of the driveway.

**Successive Driveways:** District policy 7206.4.5 Table 1, requires driveways located on collector roadways with a speed limit of 25 MPH and daily traffic volumes less than 100 VTD to align or offset a minimum of 150-feet from any existing or proposed driveway.

**Driveway Width Policy:** District policy 7206.4.6 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

**Driveway Paving Policy:** Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7206.4.6, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7206.4.6.

**Public Local Street Offset requirements on a Collector Roadway:** District policy 7206.4.5, states that the preferred spacing for a new local street intersecting a collector roadway to align or offset a minimum of 330-feet from any other street (measured centerline to centerline).

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

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

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

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

- c. **Applicant's Proposal:** The applicant has proposed to utilize the existing private road, Sharp Lane, for the development.
- d. **Staff Comments/Recommendations:** If the City of Kuna approves the private road, the applicant shall be required to pave the private roadway a maximum width of 30-feet and at least 30-feet into the site beyond the edge of pavement of all public streets and install pavement tapers with 15-foot curb radii abutting the existing roadway edge. If private roads are not approved by the City of Kuna, the applicant will be required to revise and resubmit the preliminary plat to provide public standard local streets in these locations.

The location of Sharp Lane does not meet District Policy for driveways/private roads to be offset at least 150-feet from another intersection. However, staff recommends a modification of policy to allow the location of Sharp Lane because it is existing, and the limited site frontage of 50-feet limits the applicant's ability to meet offset requirements.

Street name and stop signs are required for the private road. The signs may be ordered through the District. Verification of the correct, approved name of the road is required.

ACHD does not make any assurances that the private road, which is a part of this application, will be accepted as a public road if such a request is made in the future. Substantial redesign and reconstruction costs may be necessary in order to qualify this road for public ownership and maintenance.

The following requirements must be met if the applicant wishes to dedicate the roadway to ACHD:

- Dedicate a minimum of 50-feet of right-of-way for the road.
- Construct the roadway to the minimum ACHD requirements for a local street section.
- The ability to construct a stub street for connection to adjacent developable parcels.
- Turnarounds must be constructed to meet ACHD cul-de-sac dimensional standards.

If the City of Kuna requires a public street, then the street shall be constructed as a 36-foot wide local street section with curb, gutter and minimum 5-foot wide concrete sidewalks on both

sides and constructed within 50-feet of right-of-way and construct the turnaround to meet ACHD cul-de-sac dimensional standards. If constructed as a local street, it not meet District Policy that requires local streets to be offset 330-feet from any other street on a collector street. However, staff recommends a modification of policy to allow street location because the limited site frontage of 50-feet limits the applicant's ability to meet offset requirements. The applicant should be required to ensure that a minimum 40-foot sight triangle is provided at the intersection of Sharp Lane and School Street and that there is no vegetation or obstructions (i.e. signs, berms, structures, fencing) taller than 3-feet at maturity within the sight triangle.

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

1. Pave the private roadway a maximum width of 30-feet and at least 30-feet into the site beyond the edge of pavement of School Avenue.
2. Improve School Avenue abutting the site as ½ of a 36-foot wide collector street section with vertical curb, gutter and 5-foot wide detached (7-foot wide attached) concrete sidewalk and dedicate additional right-of-way as needed to 2-feet behind back edge of sidewalk. If street trees are desired with detached sidewalk, an 8-foot wide planter strip should be provided. For attached sidewalks, right-of-way width may be reduced to the back edge of sidewalk and a permanent right-of-way easement provided that extends to 2-feet behind the back edge of sidewalk.

If detached sidewalks are placed outside of the right-of-way, a permanent right-of-way easement is required. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

3. Street name and stop signs are required for the private road. The signs may be ordered through the District. Verification of the correct, approved name of the road is required.
4. If the City of Kuna requires a public street, then the street shall be constructed as a 36-foot wide local street section with curb, gutter and minimum 5-foot wide concrete sidewalks on both sides and constructed within 50-feet of right-of-way and construct the turnaround to meet ACHD cul-de-sac dimensional standards. The applicant shall ensure that a minimum 40-foot sight triangle is provided at the intersection of Sharp Lane and School Street and that there is no vegetation or obstructions (i.e. signs, berms, structures, fencing) taller than 3-feet at maturity within the sight triangle.
5. A Traffic Impact Fee will be assessed by ACHD and will be due prior to issuance of a building permit. Please contact the ACHD Planner (see below) for information regarding impact fees.
6. Submit civil plans to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.
7. Comply with the Standard Conditions of Approval as noted below.

## **C. Traffic Information**

### **Trip Generation**

This development is estimated to generate 180 additional vehicle trips per day (29 existing); and 19 additional vehicle trips per hour in the PM peak hour (3 existing), based on the Institute of Transportation Engineers Trip Generation Manual, 10<sup>th</sup> edition.

**Condition of Area Roadways: *Traffic Count is based on Vehicles per hour (VPH)***

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
School Avenue	50-feet	Collector	N/A	N/A

\*\* ACHD does not have a current traffic count for this segment of School Avenue.

## D. Attachments

1. Vicinity Map
2. Site Plan
3. Standard Conditions of Approval
4. Appeal Guidelines

If you have any questions, please feel free to contact me at (208) 387-6293.

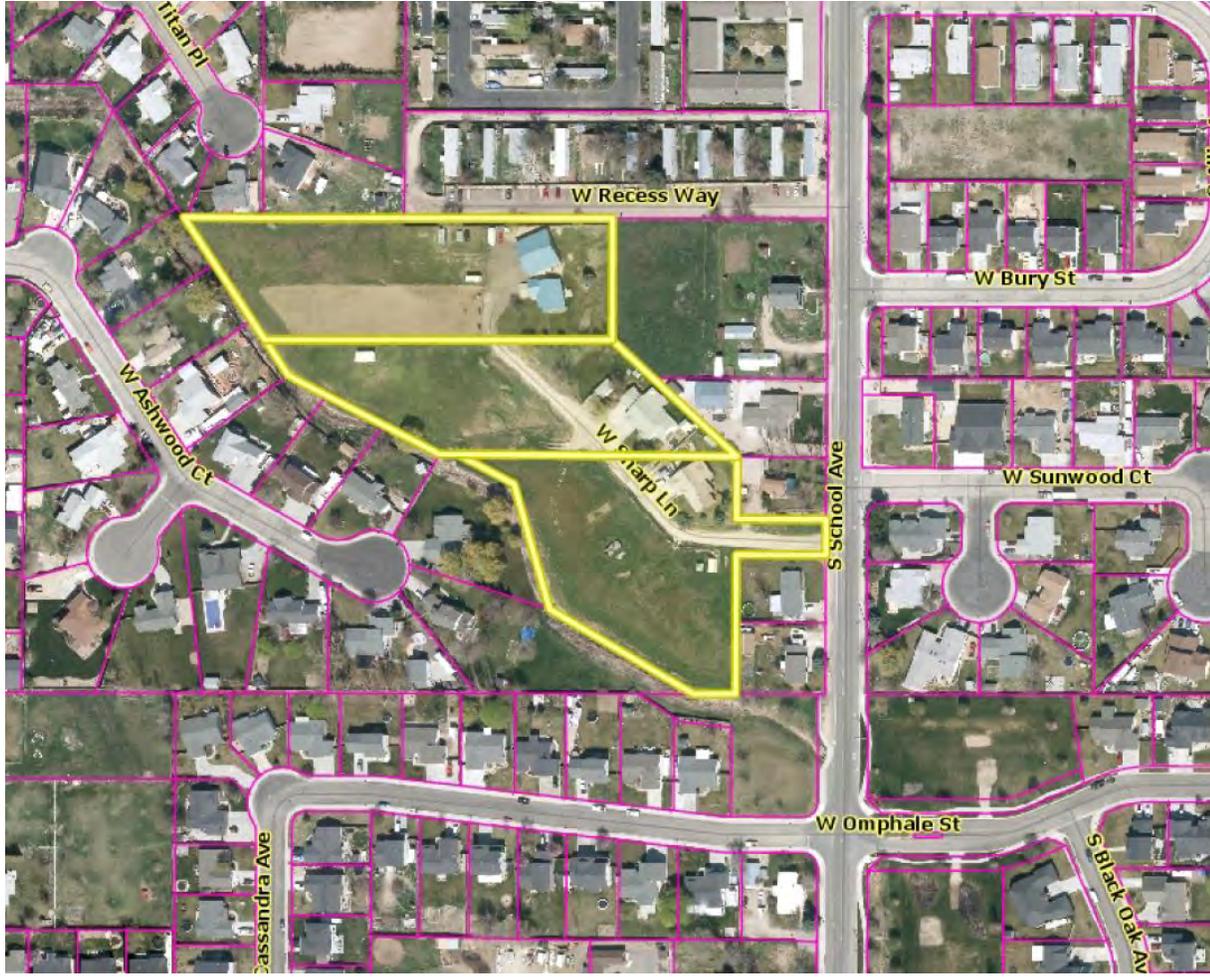
Sincerely,



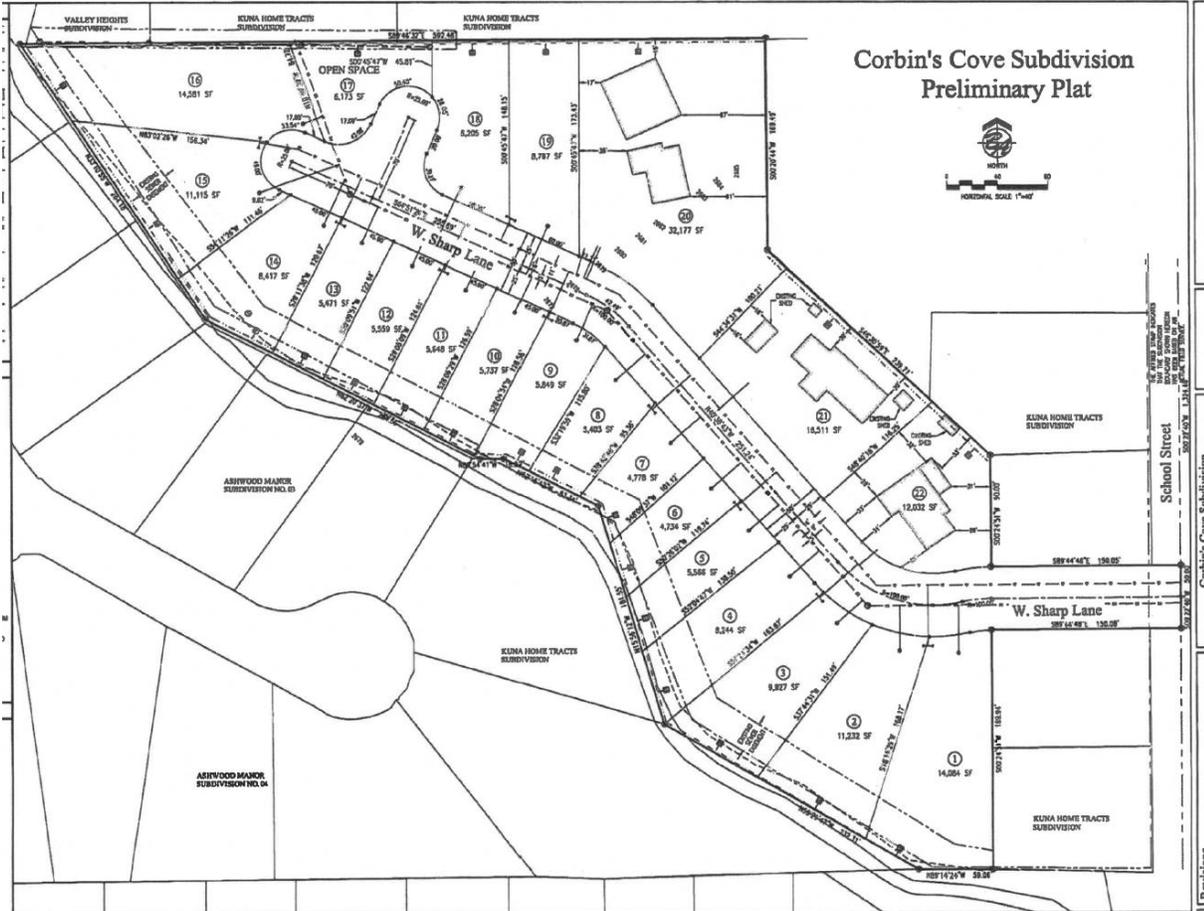
Paige Bankhead, E.I.  
Planner II  
Development Services

cc: City of Kuna  
Rep

VICINITY MAP



## SITE PLAN



## Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.6, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

## Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.
  - a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.
  - b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.
  - c. **Time to Reply:** The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.
  - d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.
  - e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.

**EXHIBIT B-3**

**CLINTON C. PLINE**  
CHAIRMAN OF THE BOARD

**RON PLATT**  
VICE CHAIRMAN OF THE BOARD

**ROBERT D. CARTER**  
PROJECT MANAGER

**THOMAS RITTHALER**  
ASSISTANT PROJECT MANAGER

**APRYL GARDNER**  
SECRETARY-TREASURER

**MARY SUE CHASE**  
ASSISTANT SECRETARY-  
TREASURER

**BOISE PROJECT BOARD OF CONTROL**

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD  
BOISE, IDAHO 83705-3155

**RECEIVED**  
**JAN 27 2020**  
**CITY OF KUNA**

OPERATING AGENCY FOR 167,000  
ACRES FOR THE FOLLOWING  
IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT  
BOISE-KUNA DISTRICT  
WILDER DISTRICT  
NEW YORK DISTRICT  
BIG BEND DISTRICT

TEL: (208) 344-1141  
FAX: (208) 344-1437

24 January 2020

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

RE: Corbin's Cove Sub.  
Sharp Lane, Kuna 83634  
Boise-Kuna Irrigation District  
South Rail Road Lateral 188+50 Rotation  
Sec. 26, T2N, R1W, BM.

**File #19-09S**  
BK-1299 A3, 1299 A3a, 1299 A3b

Troy Behunin, Planner:

The United States' Mora Canal Wasteway no. 1 lies within the boundary of the above-mentioned location. The easement for this canal is held in the name of the United States through the Bureau of Reclamation under the authority of the Act of August 30, 1890. (26 Stat. 391; 43 U.S.C. 945)

The Boise Project Board of Control is contracted to operate and maintain this canal wasteway. We assert the federal easement 30 feet west and southwest and 30 feet east and northeast of the wasteway's centerline. Whereas this area is for the operation and maintenance of our facility, no activity should hinder our ability to do so.

The Boise Project does not approve landscaping (other than grass or gravel) within its easements, as this will certainly increase our cost of maintenance. All easements must remain a flat drivable surface.

Fencing/pathways (as may be required) must be constructed just off the canal easement, to ensure public safety and prevent encroachments.

Parking lots, curbing, light poles, signs, etc. and the placing of asphalt and/or cement over Project facility easements must be approved by Boise Project Board of Control prior to construction.

Project facilities and/or easements that parallel, and are within and/or intended to be within road right-of-ways due to any development of this property must be relocated outside of road right-of-ways. The easements of Boise Project facilities will remain the same unless agreed upon and/or approved with written permission from Boise Project Board of Control.

The construction of any roadway crossings must be conducted only during the non-irrigation season when the canal is dewatered. In any case no work shall take place within the easement before the proper crossing agreements have been secured through the Bureau of Reclamation and the Boise Project Board of Control.

Utilities planning to cross any project facility must do so in accordance with the master policies now held between the Bureau of Reclamation and most of the utilities. In any case, no work shall take place within the easement before proper crossing agreements have been secured through both the Bureau of Reclamation and the Boise Project Board of Control.

Crossing agreements must be secured and signed by all parties prior to March 1<sup>st</sup> of each year. A time schedule for the construction to be done during the non-irrigation season must be approved by Boise Project prior to any activity within Project easements. No construction will be allowed within the easement boundaries of the Boise Project Board of Control facilities after March 15<sup>th</sup> of each year. However, on a case by case basis, overhead utilities and utilities boring underneath a Project facility may be allowed after March 15<sup>th</sup> if reviewed and approved by the Boise Project.

The piping and relocation of any Lateral, Canal and/or Drain must be reviewed and approved by the Project and is (to include all appurtenant boxes and/or structures) and must be warranted by the landowner for a period of (5) five-years. The Warrantee Agreement must be secured prior to ANY disturbance of that facility.

Boise Project Board of Control must approve any requests and/or relocation of delivery points prior to construction.

Storm Drainage and/or Street Runoff must be retained on site.

NO DISCHARGE into any live irrigation system is permitted.

Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement.

This development is subject to Idaho Code 31-3805, in accordance, this office is requesting a copy of the irrigation and drainage plans.

Wording on the preliminary and final recorded plat needs to state that any proposed and/or future usage of the Boise Project Board of Control facilities are subject to Idaho Statutes, Title 42-1209.

We request a copy of the recorded final plat and/or record of survey (to include instrument, book and page numbers) be sent to the Boise Project Board of Control so we may track this project to closure.

Whereas this development is in its preliminary stages, Boise Project Board of Control reserves the right to review plans and require changes when our easements and/or facilities are affected by unknown factors.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,



Thomas Ritthaler  
Assistant Project Manager, BPBC

tbr/tr

cc: Ray Moore            Watermaster, Div; 3 BPBC  
    Lauren Boehlke      Secretary – Treasurer, BKID  
    File

EXHIBIT B-3



# CENTRAL DISTRICT HEALTH DEPARTMENT

## Environmental Health Division

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

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

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

Preliminary / Final / Short Plat 19-09-S  
Corbin's Cove

- 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
  - community sewage system
  - community water well
  - interim sewage
  - central water
  - individual water
  - individual sewage
- 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
  - central sewage
  - community sewage system
  - community water
  - sewage dry lines
  - central water
- 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- 12. We will require plans be submitted for a plan review for any:
  - food establishment
  - swimming pools or spas
  - child care center
  - beverage establishment
  - grocery store
- 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.
- 14. \_\_\_\_\_

Reviewed By: [Signature]  
Date: 1/31/20

EXHIBIT B-4

## EXHIBIT B-5



STATE OF IDAHO  
DEPARTMENT OF  
ENVIRONMENTAL QUALITY

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

Brad Little, Governor  
John H. Tippetts, Director

February 6, 2020

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

RE: Corbin's Cove Subdivision, 19-09-S Preliminary Plat

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at: [deq.idaho.gov/assistance-resources/environmental-guide-for-local-govts](http://deq.idaho.gov/assistance-resources/environmental-guide-for-local-govts).

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

### **1. Air Quality**

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

All property owners, developers, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.

DEQ recommends the city/county require the development and submittal of a dust prevention and control plan prior to final plat approval. Dust prevention and control plans incorporate appropriate best management practices to control fugitive dust that may be generated at sites.

Information on fugitive dust control plans can be found at:  
[http://www.deq.idaho.gov/media/61833-dust\\_control\\_plan.pdf](http://www.deq.idaho.gov/media/61833-dust_control_plan.pdf)

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

For questions, contact David Luft, Air Quality Manager, at (208) 373-0550.

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

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval.

Response to Request for Comment  
February 4, 2020  
Page 2

Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.

- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.

All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

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

For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

### **3. Drinking Water**

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

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

- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at: [deq.idaho.gov/water-quality/drinking-water.aspx](http://deq.idaho.gov/water-quality/drinking-water.aspx)). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.

- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

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

- A DEQ short-term activity exemption (STAE) from this office is required if the project will involve de-watering of ground water during excavation and discharge back into surface water, including a description of the water treatment from this process to prevent excessive sediment and turbidity from entering surface water.
- Please contact DEQ to determine whether this project will require a National Pollution Discharge Elimination System (NPDES) Permit. A Construction General Permit from EPA may be required if this project will disturb one or more acres of land, or will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at:  
<http://www.idwr.idaho.gov/WaterManagement/StreamsDams/Streams/AlterationPermit/AlterationPermit.htm>
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

For questions, contact Lance Holloway, Surface Water Manager, at (208) 373-0550.

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

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste

Response to Request for Comment  
February 4, 2020  
Page 4

Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.

- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

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

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

For questions, contact Albert Crawshaw, Waste & Remediation Manager, at (208) 373-0550.

#### 6. Additional Notes

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at (208) 373-0550, or visit the DEQ website [deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx](http://deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx) for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

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

Sincerely,



Aaron Scheff  
Regional Administrator  
Boise Regional Office

ec: CM#2020AEK29

**Troy Behunin**

---

**From:** D3 Development Services <D3Development.Services@itd.idaho.gov>  
**Sent:** Wednesday, January 22, 2020 3:42 PM  
**To:** Troy Behunin  
**Subject:** 19-09-S Corbin's Cove Subdivision

**Categories:** Agency Comments

Good afternoon,

ITD has received application 19-09-S for review. ITD does not anticipate any significant traffic impact to the State Highway system from this development and has no objections to the proposed development.

Thank you,

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

---

**From:** Troy Behunin <tbehunin@kunaid.gov>  
**Sent:** Wednesday, January 22, 2020 12:49 PM  
**To:** ACHD <planningreview@achdidaho.org>; Becky Rone - Kuna USPS Addressing <rebecca.i.rone@usps.gov>; Bob Bachman <bbachman@kunaid.gov>; Boise Project Brd Cntrl <TRitthaler@boiseproject.org>; Boise-Kuna Irrigation Distr. <laurenboehlke@yahoo.com>; Brent Moore <bmoore@adacounty.id.gov>; Cable One Business <Adam.ingram@cableone.biz>; Cable One t.v. <cheryl.goettsche@cableone.biz>; Central District Health Dept. CDHD <lbadigia@cdhd.idaho.gov>; Chief Roberts <proberts@kunafire.com>; COMPASS <cmiller@compassidaho.org>; Dave R. - KSD <Dreinhart@kunaschools.org>; DEQ <Alicia.martin@deq.idaho.gov>; Eric Adolfson <eadolfson@compassidaho.org>; Idaho Power <ahawkins@idahopower.com>; Idaho Power <bwatson2@idahopower.com>; Idaho Power - Jacky Chris <easements@idahopower.com>; Intermountain Gas <robert.miller@mdu.com>; Intermountain Gas <bryce.ostler@intgas.com>; D3 Development Services <D3Development.Services@itd.idaho.gov>; J&M Sanitation - Chad Gordon <Chad.Gordon@jmsanitation.com>; Jim O. - KSD <Jim@kunaschools.org>; Julie Stanley - Regional Address Mgmt. <Julie.R.Stanley@usps.gov>; Kuna Police Chief <so4217@adaweb.net>; Kuna Postmaster - Marc C. Boyer <marc.c.boyer@usps.gov>; Kuna School District <kbekkedahl@kunaschools.org>; Kuna School District <wjohanson@kunaschools.org>; Lisa Holland <lholland@kunaid.gov>; Mike Borzick <mborzick@kunaid.gov>; New York Irrigation District <terri@nyid.org>; Paul Stevens <PStevens@kunaid.gov>; Planning Mgr: Ada County Development Services <jboal@adaweb.net>  
**Subject:** [EXTERNAL] Corbin's Cove Subdivision Comments Request

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

Afternoon Greetings everyone,

Please review the packet attached with this email and return relevant agency comments to our office about the services your agency provides, and how this proposed subdivision will impact your service. This project will be scheduled to go to our Commission on March 24, 2020.

If you have questions, *need more time* or need additional info or a packet mailed to your office, please let me know.

Thank you in advance.

Troy

# Kuna School District

Inspiring each student to become a lifelong learner and a contributing, responsible citizen



March 9, 2020

**Wendy Johnson,**  
Superintendent

Subject: Corbin's Cove Subdivision

**Kim Bekkedahl,** Asst.  
Superintendent of  
Student Learning  
Services

Dear Honorable Members of the Planning and Zoning Commission,

Kuna School District has experienced approximately 2% growth over the last few years. Based on the 2016 Kuna School District Growth Report and Demographic Forecast, we predict that these homes, when completed, will house 14 school aged children based on our calculation of .65 students per household, which is the Ada County standard calculation. Approval of the Corbin's Cove Subdivision will affect enrollments at the following schools:

**David Reinhart,**  
Asst. Superintendent  
of School Support  
Services

	Current	Enrollment	Capacity
Indian Creek Elementary School		310	400
Kuna Middle School		793	900
Kuna High School		1760	1500

**Elmira Feather,**  
Finance Manager &  
Data Analyst

	Anticipated 2020-21	Enrollment	Capacity
Indian Creek Elementary School		325	400
Kuna Middle School		808	900
Kuna High School		1300	1500
Swan Falls High School (open Fall 2020)		500	500

**Allison Westfall,**  
Communications  
Director

As you notice from the above numbers, Indian Creek Elementary School and Kuna Middle School currently have capacity. We anticipate Kuna High School will have additional capacity once Swan Falls High School opens in the Fall of 2020.

**Cathy Beals,**  
Administrator of  
Curriculum and  
Assessment

We are aware of additional proposed subdivisions in the Indian Creek Elementary and Kuna Middle School attendance zones that may bring them to capacity in the near future. Once these schools are at capacity, our Board of Trustees will have to determine whether or not a bond vote will be needed to expand our current school capacity.

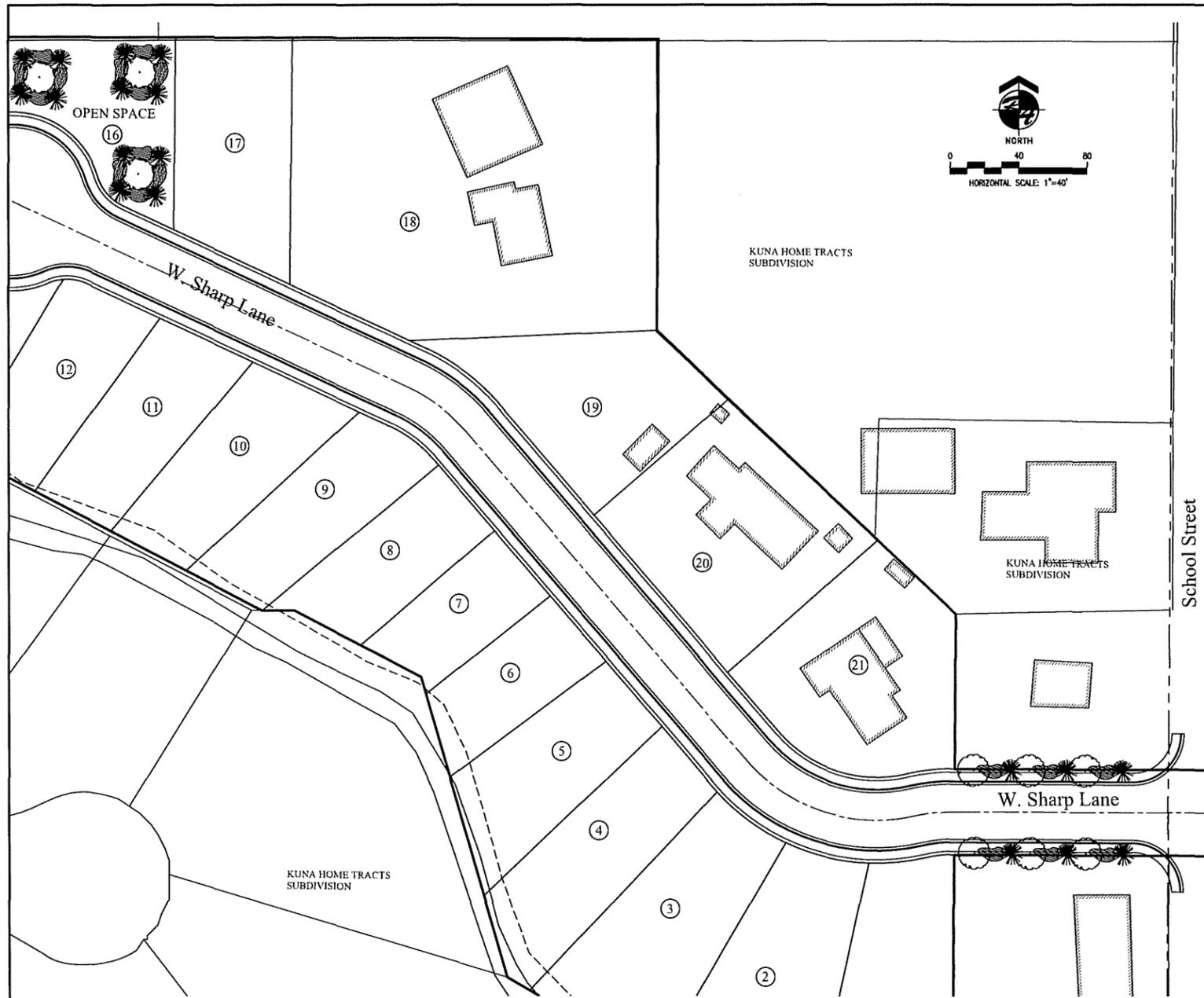
**Eileen O'Shea,**  
Administrator of Student  
and Community  
Services

Regards,

**Jim Obert,**  
Administrator of IT and  
Major Projects

District Planners  
Jim Obert and David Reinhart

**Ludee Vermaas,**  
Special Education  
Director



Plant Palette Table

COMMON NAME	BOTANICAL NAME	SIZE
<b>EVERGREEN TREES</b>		
1 TOTAL FROM TABLE AUSTRIAN PINE COLORADO BLUE SPRUCE	PINUS NIGRA PICEA PUNGENS 'GLAUCA'	6-8' HT B&B 6-8' HT B&B
<b>SHADE TREES</b>		
1 TOTAL FROM TABLE AUTUMN PURPLE ASH DEBORAH MAPLE LONDON PLANETREE SHADEMASTER HONEYLOCUST WORPLESDON SWEETGUM GREENSPIRE LINDEN	FRAXINUS AMERICANA 'AUTUMN PURPLE' ACER PLATANOIDES 'DEBORAH' PLATANUS X ACERIFOLIA 'BLOODGOOD' GLEDITSIA TRIACANTHOS 'SHADEMASTER' LIQUIDAMBAR STRACIFLUA TILIA CORDATA 'GREENSPIRE'	2" CALIP B&B 2" CALIP B&B 2" CALIP B&B 2" CALIP B&B 2" CALIP B&B 2" CALIP B&B
<b>ORNAMENTAL TREES</b>		
1 TOTAL FROM TABLE ARISTOCRAT PEAR FLAME AMUR MAPLE PRAIRIFIRE CRAB REOBUO SPRING SNOW CRAB WASHINGTON HAWTHORN	PYRUS CALLERYANA 'ARISTOCRAT' ACER GINNALA 'FLAME' MALUS 'PRAIRIFIRE' CERCIS CANADENSIS MALUS 'SPRING SNOW' CRATAEGUS PHAENOPYRUM	2" CALIP B&B 2" CALIP B&B 2" CALIP B&B 2" CALIP B&B 2" CALIP B&B 2" CALIP B&B

COMMON NAME	BOTANICAL NAME	SIZE
<b>SHRUBS/ORNAMENTAL GRASSES</b>		
3 TOTAL SHRUBS 3 TOTAL GRASSES FROM TABLE ANTHONY WATERER SPIRAEA BLUE CHIP JUNIPER BLUE OAT GRASS CHAMPLAIN ROSE CREEPING MAHONIA CRIMSON PYGMY BARBERRY DIABOLO NINEBARK DWARF ARCTIC WILLOW FLAME GRASS GOLDMOUND SPIREA GRO-LOW SUMAC IVORY HALO DOGWOOD NEARLY WILD ROSE	SPIRAEA x BUMALDA 'ANTHONY WATERER' JUNIPER HORIZONTALIS 'BLUE CHIP' HELIOTRICHON SEMPERVIRENS ROSA 'CHAMPLAIN' MAHONIA REPENS BERBERIS THUNBERGII 'CRIMSON PYGMY' PHYSOCARPUS OPULIFOLIUS 'MONLO' SALIX PURPUREA 'NANA' MISCANTHUS SINENSIS 'PURPURASCENS' SPIRAEA x BUMALDA 'GOLDMOUND' RHUS AROMATICA 'GRO-LOW' CORNUS ALBA 'BAILHALO' ROSA 'NEARLY WILD'	5 GAL 5 GAL 2 GAL 3 GAL 3 GAL 3 GAL 5 GAL 2 GAL 2 GAL 3 GAL 3 GAL 5 GAL 3 GAL

Notes

- ALL PLANTS SHALL MEET OR EXCEED MINIMUM KUNA CITY ORDINANCE REQUIREMENTS.
- ALL PLANTING AREAS TO BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
- ALL COMMON SPACE LANDSCAPING SHALL BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION.
- NO TREES SHALL IMPEDE THE 40-FOOT VISION TRIANGLES AT ROAD INTERSECTIONS. NO TREES OR SHRUBS OVER 3- FEET HIGH AT MATURITY SHALL BE PLANTED WITHIN STREET VISION TRIANGLES.
- NO TREES SHALL BE PLANTED WITHIN 10- FEET OF ANY ADA COUNTY HIGHWAY DISTRICT STORM DRAINAGE FACILITIES. NO TREES SHALL BE PLANTED WITHIN 50- FEET OF STOP SIGNS.
- INSTALLATION OF REQUIRED PLANTING ON THE RESIDENTIAL LOTS SHALL BE COMPLETED AS REQUIRED AT THE TIME OF HOME CONSTRUCTION.
- ALL COMMON LOTS SHALL BE PLANTED WITH HYOROSEED OR SOD AFTER TREE PLANTING.

Calculations

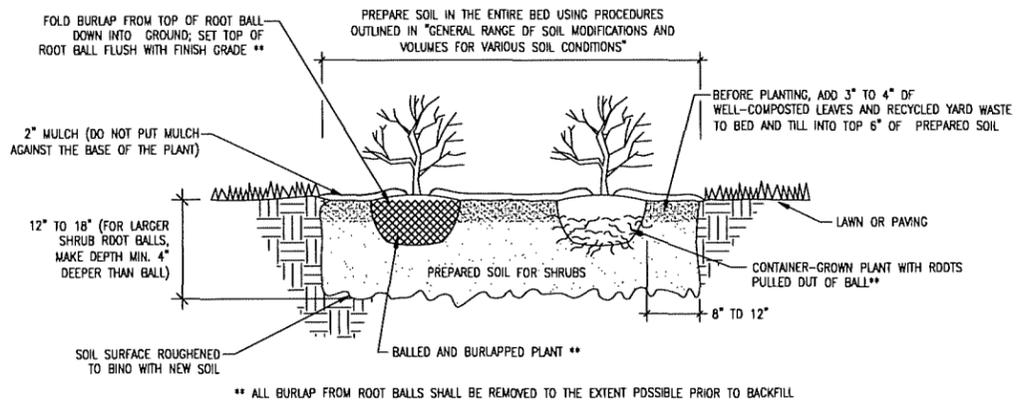
LANDSCAPE BUFFER ENTRANCE OF W. SHARP LANE  
TOTAL LENGTH 250 L.F.

REQUIRED	INSTALLED
12 SHADE/ORNAMENTAL TREES	9
17 EVERGREENS	18
68 SHRUBS/ORNAMENTAL GRASSES	18

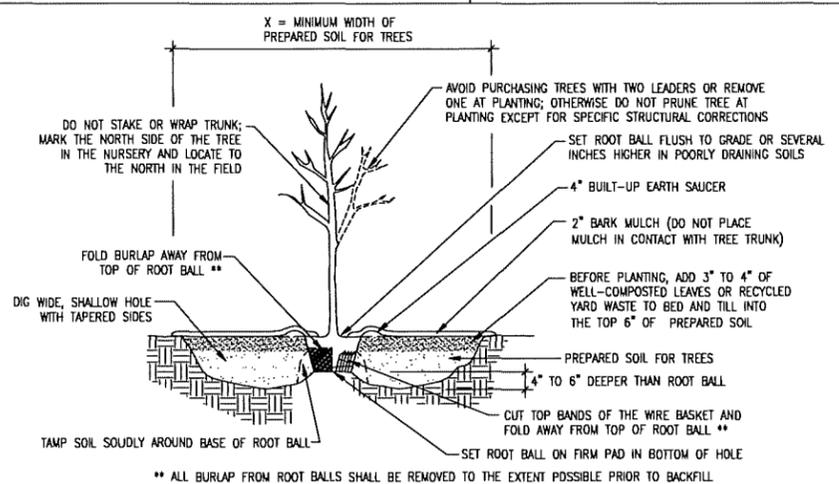
Fencing

6-FOOT VINYL PRIVACY FENCING SHALL BE INSTALLED ALONG THE WEST, NORTH, AND EAST BOUNDARIES OF LOT. THE DEVELOPMENT AND ALONG THE REAR OF THE LOTS ABUTTING THE 20' LANDSCAPE BUFFER ALONG LUKER ROAD, PURSUANT TO MANUFACTURES SPECIFICATIONS. (EXISTING VINYL FENCE ALONG NORTH BOUNDARY)

TOTAL UNEAL FOOTAGE = 325 L.F.



Typical Shrub Planting Detail  
NOT TO SCALE



Typical Tree Planting Detail  
NOT TO SCALE

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

Landscape Plan

Corbin's Cove Subdivision  
870/890/910 W. Sharp Lane  
Kuna, ID 83634  
Parcel No. R6070251061/R6070251161/R6070251166  
Zone R-5

REVISIONS

REV.	DESC.	DATE/ BY
1	CITY OF KUNA COMMENTS DATED MAY 14, 2014	05-25-14 JH

SCALE: AS NOTED

DATE: FEBRUARY 4, 2020

DRAWN BY: N.F. LA. CROSS

CHECKED BY: J. L. PANING

PROJECT NO. MGTB

DRAWING FILE NAME: MGTB Site Plan.dwg

SHEET NO:  
**L1.0**

# Photos of Property



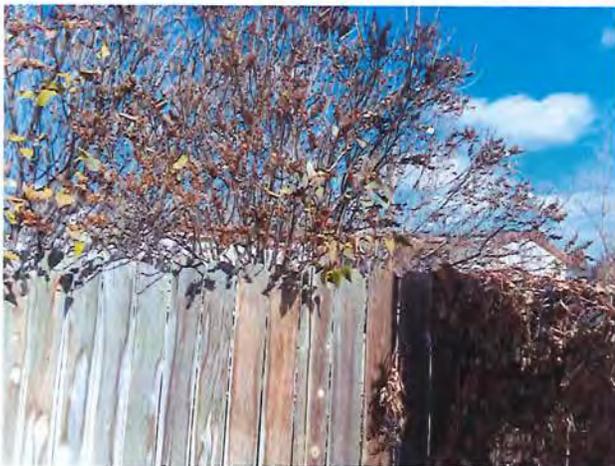
# Photos of Property



# Photos of Property



# Photos of Property



# Photos of Property



# Photos of Property





## B & A Engineers, Inc.

Consulting Engineers & Land Surveyors  
5505 West Franklin Rd. Boise, ID 83705  
Telephone 208.343.3381 Facsimile 208.342.5792

### Corbin's Cove Subdivision Boundary Description

15 November 2019

A re-subdivision of a portion of Lots 7 and 8 of Kuna Home Tracts Subdivision as shown on the official plat thereof in Book 5 of Plats, at Page 247, records of Ada County, Idaho, being situate in the south half of the northeast quarter of Section 26, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho, being more particularly described as follows:

Commencing at the northwest corner of said Section 26; thence S89°47'00"E, 2626.73 feet along the North line of Section 26 to the North Quarter Corner; thence S00°22'40"W, 1,083.96 feet along the easterly boundary of the northeast quarter of said Section 26 and the centerline of South School Avenue to the ***Point of Beginning***;

Thence continuing S00°22'40"W, 50.00 feet along the easterly boundary of the northeast quarter of said Section 26 and the centerline of South School Avenue to a point bearing S89°44'48"E, 25.00 feet easterly of the westerly right-of-way of South School Avenue;

Thence N89°44'48"W, 150.08 feet;

Thence S00°24'51"W, 189.94 feet;

Thence along the boundary of record-of-survey 3074:

N89°14'24"W, 59.06 feet;

N59°29'47"W, 232.31 feet;

N15°56'12"W, 181.55 feet;

N62°16'12"W, 83.34 feet;

N89°54'41"W, 18.97 feet;

N62°20'37"W, 6.50 feet to the most easterly corner of Lot 3, Block 1 of Ashwood Manor Subdivision No.4;

Thence N62°20'37"W, 238.05 feet and along a portion of the easterly boundary of Ashwood Manor Subdivision No. 4, to the most easterly corner of Lot 5, Block 1 of Ashwood Manor Subdivision No. 3;

Thence N33°10'55"W, 264.18 feet along the easterly boundary of said Ashwood Manor Subdivision No. 3, to the southwest corner Lot 7 of Valley Heights Subdivision;

Thence S89°46'32"E, 592.48 feet along the southerly boundaries of said Valley Heights Subdivision, record-of-survey 1387, and record-of-survey 2882 to the northwest corner of record-of-survey 10092;

Thence S00°20'44"W, 169.49 feet along the westerly boundary of said record-of-survey 10092;

Thence S46°30'59"E, 239.71 feet along the southwesterly boundary of said record-of-survey 10092 to the northwest corner of the property described by deed recorded under Instrument No. 7806802;

Thence S00°24'51"W, 90.00 feet along the westerly boundary, to the southwest corner of the property described by deed recorded under Instrument No. 7806802;

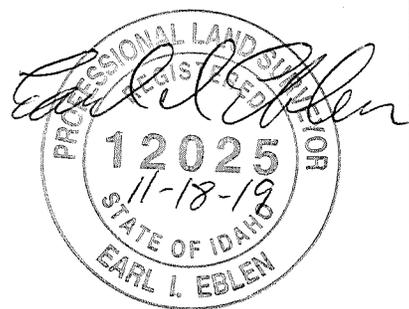
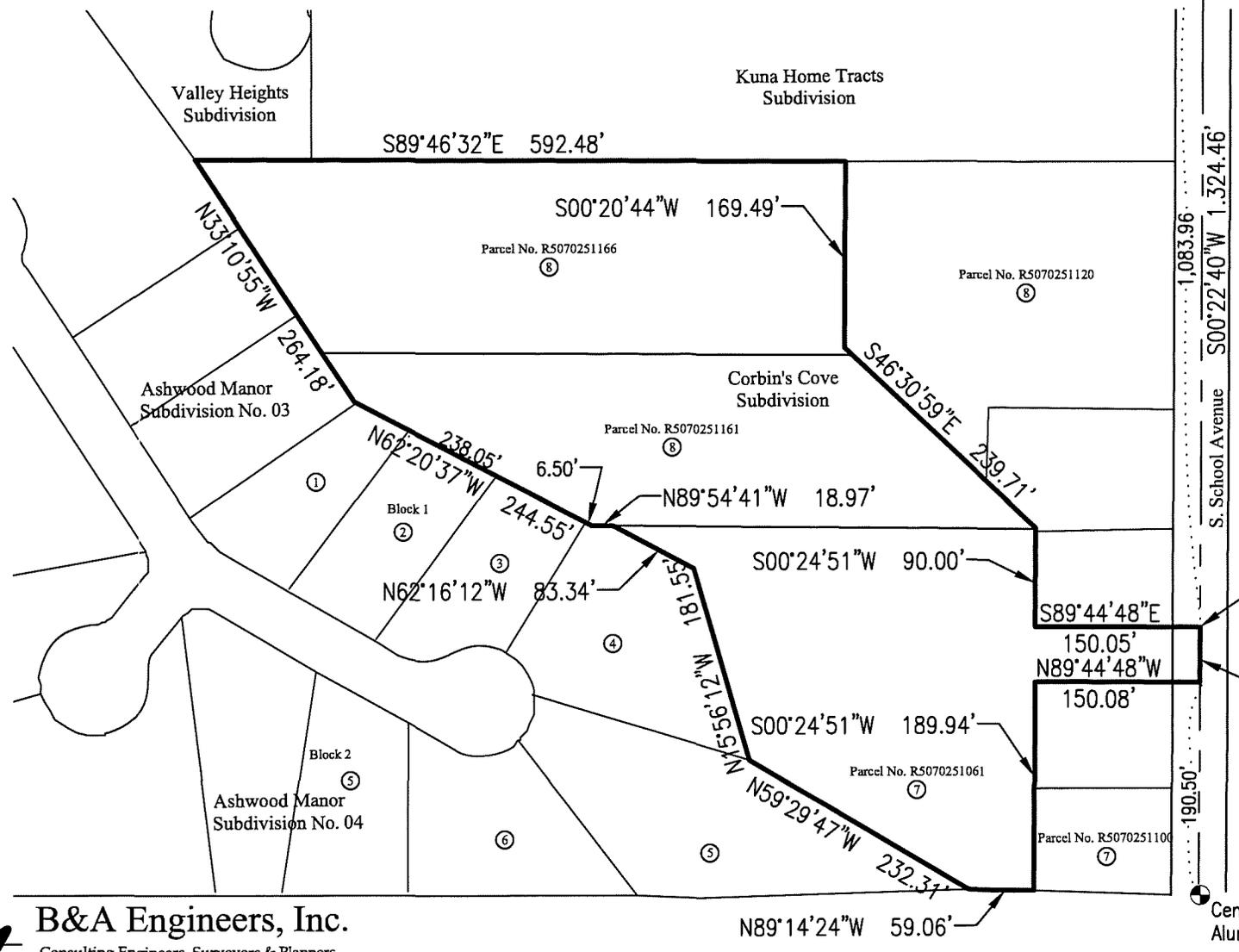
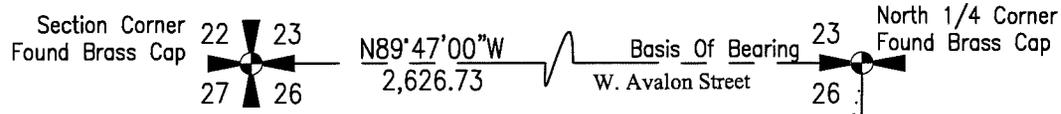
Thence S89°44'48"E, 150.05 feet to the ***Point of Beginning***.

Comprising 5.88 acres, more or less.

*Subject to* all existing easements and right-of-ways of record or apparent.



# Corbin's Cove Subdivision Boundary Sketch



Point of Beginning  
 N89°47'00"W  
 50.00'  
 Center North 1/16 Corner  
 Aluminum Cap

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



**Nick LaCross**

---

**From:** Sub Name Mail <subnamemail@adacounty.id.gov>  
**Sent:** Wednesday, October 23, 2019 1:42 PM  
**To:** Nick LaCross  
**Cc:** Joseph Canning  
**Subject:** Corbins Cove Subdivision Name Reservation

October 23, 2019

Joseph Canning, B&A Engineers  
 Nick LaCross, B&A Engineers

RE: Subdivision Name Reservation: **CORBINS COVE SUBDIVISION**

At your request, I will reserve the name **Corbins Cove Subdivision** for your project. I can honor this reservation only as long as your project is in the approval process. Final approval can only take place when the final plat is recorded.

This reservation is available for the project as long as it is in the approval process unless the project is terminated by the client, the jurisdiction or the conditions of approval have not been met, in which case the name can be re-used by someone else.

Sincerely,



**Jerry L. Hastings, PLS 5359**  
*County Surveyor*  
**Deputy Clerk Recorder**  
**Ada County Development Services**  
 200 W. Front St., Boise, ID 83702  
 (208) 287-7912 office  
 (208) 287-7909 fax  
 E-mail: [jhastings@adacounty.id.gov](mailto:jhastings@adacounty.id.gov)

**From:** Nick LaCross  
**Sent:** Tuesday, October 22, 2019 9:28 AM  
**To:** Sub Name Mail  
**Subject:** Proposed Subdivision Name Request

To Whom It May Concern,

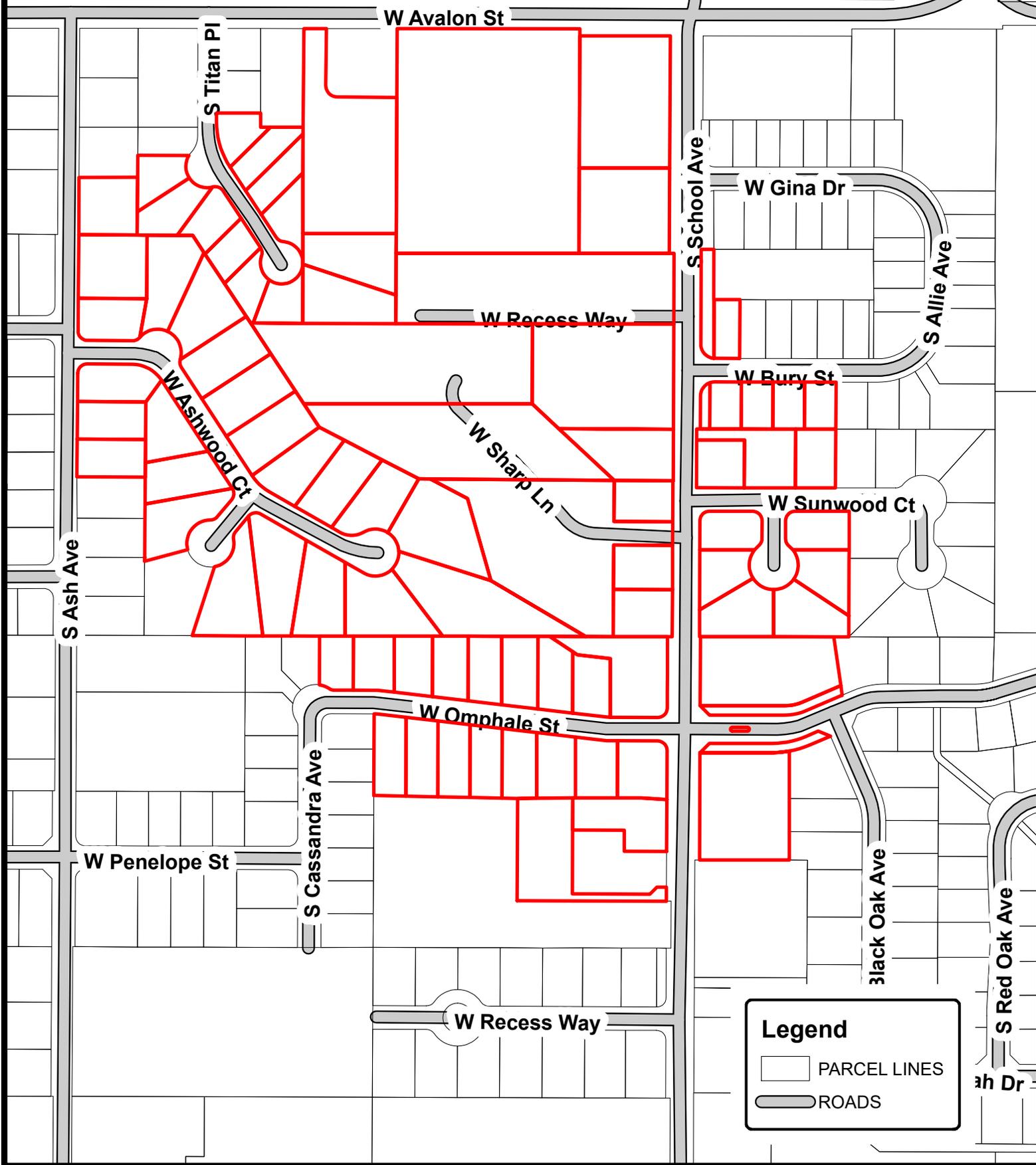
This email is an official request of a proposed subdivision name...

The name of the proposed subdivision we are seeking approval for is "Corbins Cove Subdivision"

Project Location: Northeast Quarter of Section 26, Range 1 West, Township 2 North. Parcel No's.: R5070251061, R5070251161, R5070251166

Survey Firm: B&A Engineers, Inc.  
 5505 W. Franklin Road Boise, Idaho 83705  
 208-343-3381  
 Surveyor: Joseph Canning PLS 4116

# Letter Recipients at 350 feet.



**Legend**

- PARCEL LINES
- ▬ ROADS



# Neighborhood Meeting Certification

received  
11/19/19

CITY OF KUNA PLANNING & ZONING \* 763 W. Avalon, Kuna, Idaho, 83634 \* www.kunacity.id.gov \* (208) 922-5274 \* Fax: (208) 922-5989

### GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 5-1A-2 of the Kuna City Code or ask one of our planners for more information on neighborhood meetings.

The meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 2 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend. Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

You may request a list of the people you need to invite to the neighborhood meeting from our department. This list includes property owners within 300 feet of the subject property. Once you have held your neighborhood meeting, please complete this certification form and include it with your application.

**Please Note: The neighborhood meeting must be conducted in one location for attendance by all neighboring residents. Contacting and/or meeting individually with residents does not comply with the neighborhood meeting requirements.**

**Please include a copy of the sign-in sheet for your neighborhood meeting, so we have written record of who attended your meeting and the letter of intent sent to each recipient. In addition, provide any concerns that may have been addressed by individuals that attended the meeting.**

Description of proposed project: new Subdivision

Date and time of neighborhood meeting: Nov 14 2019 7:00pm

Location of neighborhood meeting: Kuna Library

### SITE INFORMATION:

Location: Quarter: \_\_\_\_\_ Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_ Total Acres: \_\_\_\_\_

Subdivision Name: \_\_\_\_\_ Lot: \_\_\_\_\_ Block: \_\_\_\_\_

Site Address: Sharp Lane Tax Parcel Number(s): \_\_\_\_\_

Please make sure to include **all** parcels & addresses included in your proposed use.

### CURRENT PROPERTY OWNER:

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### CONTACT PERSON (Mail recipient and person to call with questions):

Name: Gary McElister Business (if applicable): \_\_\_\_\_

Address: 215 E Bowstring City: Mendocino State: Id Zip: 83862

# SIGN IN SHEET

PROJECT NAME: Corbin Cove

Date: 11.14.2019

	<u>Name</u>	<u>Address</u>	<u>Zip</u>	<u>Phone</u>
1	Donnie Boyd	910 W. Sharp Ln	83634	208-866-3265
2	Bill Dougherty	890 Sharp Ln	83634	208-870-6791
3				
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## Neighborhood Meeting

There will be a Neighborhood meeting on a proposed subdivision

Located at Sharps Lane and Schoolhouse Ave.

Meeting will be at The Kuna Library on November 14 2019

At 7 pm Kuna Library is located at 457 N Locust Ave Kuna 83634

If you have any questions, please feel free to call Gary McAllister

208283 4830

Gary McAllister

HUTCHINS GREGORY K  
HUTCHINS KATHLEEN  
201 S TITAN PL  
KUNA, ID 83634-0000

KELLER FAMILY TRUST  
KELLER ENTERPRISES LLC  
2049 WHITE PINE LN  
BOISE, ID 83706-0000

KELSO BARRY  
KELSO LAURA  
220 S TITAN PL  
KUNA, ID 83634-0000

KENDALL KERRY  
1080 W ASHWOOD CT  
KUNA, ID 83634-0000

LIECHTY MICHAEL  
LIECHTY PATRICIA Y  
1041 W AVALON ST  
KUNA, ID 83634-0000

LIMBAUGH FAMILY TRUST  
LIMBAUGH GENE M TRUSTEE  
761 W SUNWOOD ST  
KUNA, ID 83634-0000

MARSHALL LEO  
MARSHALL KATHERINE  
1164 W ASHWOOD CT  
KUNA, ID 83634-0000

MCARTHUR DANA D &  
MCARTHUR CINDY L  
1132 W ASHWOOD CT  
KUNA, ID 83634-0000

MCCALL JEREMY  
1060 W OMPHALE ST  
KUNA, ID 83634-0000

MENDEZ JOSE  
GOMEZ JERONIMA  
253 S TITAN PL  
KUNA, ID 83634-0000

MURGEL GEORGE A  
MURGELCHRISTINE A  
975 W ASHWOOD CT  
KUNA, ID 83634-0000

NELSON PENNY L  
1038 W OMPHALE ST  
KUNA, ID 83634-0000

ORTON WILLIAM J JR  
ORTON SHARON K  
957 W OMPHALE ST  
KUNA, ID 83634-0000

PATCH BRIAN D  
PATCH HEIDI  
204 S TITAN PL  
KUNA, ID 83634-0000

PETERSON MARTIN JOHN  
PETERSON M ROSARIO  
1047 W ASHWOOD CT  
KUNA, ID 83634-0000

PFRIMMER WALTER JAKE  
PFRIMMER NATALIE L  
755 W BURY ST  
KUNA, ID 83634-0000

QUINN ROBERT E  
QUINN LUCY A  
1063 W ASHWOOD CT  
KUNA, ID 83634-0000

REILLY WADE A  
REILLY MELINDA L  
1192 W ASHWOOD CT  
KUNA, ID 83634-0000

RENO KEVIN P  
RENO TERRI LYN  
232 S TITAN PL  
KUNA, ID 83634-0000

ROMRIELL WALTER LYNN  
ROMRIELL BROOKY  
1000 W OMPHALA ST  
KUNA, ID 83634-0000

ROSATI VITO  
ROSATI MONICA  
361 S SCHOOL AVE  
KUNA, ID 83634-0000

ROSATI VITO MICHAEL & MONICA KATHLEEN  
JOINT LIVING TRUST  
ROSATI VITO MICHAEL TRUSTEE  
361 S SCHOOL AVE  
KUNA, ID 83634-0000

ROYER CHARLES N JR  
ROYER CARRIE E  
PO BOX 461  
KUNA, ID 83634-0000

RUSSELL JAMES D  
RUSSELL SHERI J  
781 S SCHOOL AVE  
KUNA, ID 83634-0000

SCHMID PETER  
SCHMID MARGARET  
PO BOX 4469  
HAILEY, ID 83333-0000

SINGLETON CARY J &  
SINGLETON MISHELLE  
1054 W ASHWOOD CT  
KUNA, ID 83634-2267

STEIGER MICHAEL R  
980 W OMPHALE ST  
KUNA, ID 83634-0000

STEPHENS DANIEL D  
449 S SCHOOL AVE  
KUNA, ID 83634-0000

SWEARINGEN LARRY  
323 S SCHOOL AVE  
KUNA, ID 83634-0000

SZPLETI DAVID BRUCE  
970 W ASHWOOD CT  
KUNA, ID 83634-0000

THOMPSON LAURAL  
241 S TITAN PL  
KUNA, ID 83634-2262

THORNTON JUDY R  
421 S SCHOOL AVE  
KUNA, ID 83634-2309

VILLARREAL RUDY M  
CARRILLO FELIDA  
1039 W OMPHALE ST  
KUNA, ID 83634-0000

WETZSTEIN TIMOTHY D  
1159 W ASHWOOD CT  
KUNA, ID 83634-9110

WHITSON RICHARD  
WHITSON SHELLY  
7438 N CARRINGTON LN  
COEUR D ALENE, ID 83815-0000

WILEY JOHN Q  
WILEY DIANE  
1677 S GIBSON WAY  
MERIDIAN, ID 83642-0000

WILLOW GLENN SUB HOA INC  
3313 W CHERRY LN PMB 655  
MERIDIAN, ID 83642-0000

WINWARD PAUL  
8291 S LOCUST GROVE RD  
MERIDIAN, ID 83646-7258

ABELS MARK D  
ABELS CASY  
320 SASH AVE  
KUNA, ID 83634-0000

ADA DISTRIBUTING INC  
471 N CURTIS RD  
BOISE, ID 83706-1439

AH4R PROPERTIES LLC  
30601 AGOURA RD STE 2.00  
AGOURA HILLS, CA 91301-0000

ALEXANDRE GREGG  
1137 W ASHWOOD CT  
KUNA, ID 83634-0000

ALLEN RAYMOND B  
ALLEN ASHLEY J  
PO BOX 5512  
BOISE, ID 83705-0000

ANDREWS JESSICA  
GASKILL RICHARD D  
189 S TITAN PL  
KUNA, ID 83634-0000

ANSON CARRIE A  
223 S TITAN PL  
KUNA, ID 83634-0000

AYALA-SOTELO MARCO A  
CARRENO YAZMIN SOTELO  
789 W BURY ST  
KUNA, ID 83634-0000

AYER LIVING TRUST 2/14/12  
AYER VALESTA M CO-TRUSTEE  
40325 WINDSOR RD  
TEMECULA, CA 92591-0000

BASABE JOSEPH TODD  
389 S SCHOOL AVE  
KUNA, ID 83634-0000

BLISS BRYEN TRINITY  
BLISS TAMARA KAY  
771 W BURY ST  
KUNA, ID 83634-0000

BOYD DONALD C JR  
910 W SHARP LN  
KUNA, ID 83634-0000

BRANDYWINE SUBDIVISION ASSOCIATION  
PO BOX 846  
KUNA, ID 83634-0000

BRECKENBURY HOA  
715 BURY ST  
KUNA, ID 83634-0000

BROCKWAY REBECCA L  
773 W SUNWOOD CT  
KUNA, ID 83634-0000

CARNEY ROBERT J  
CARNEY JAMI A  
756 W SUNWOOD CT  
KUNA, ID 83634-0000

CASTLE MARVEL B  
346 SASH AVE  
KUNA, ID 83634-0000

CAWARD JAMES  
CAWARD DORIS  
235 S TITAN PL  
KUNA, ID 83634-0000

CONDREAY TIMOTHY R  
194 S TITAN PL  
KUNA, ID 83634-0000

DEANDRADE STEPHANIE  
DEANDRADE CHRISTOPHER  
1021 W OMPHALE ST  
KUNA, ID 83634-0000

DIETRICH THOMAS E  
260 SASH AVE  
KUNA, ID 83634-0000

DOUGHTY WILLIAM D  
DOUGHTY SANDRA L  
PO BOX 133  
KUNA, ID 83634-0000

DRIESEL KELLY L  
DRIESEL LISA L  
1180 W ASHWOOD CT  
KUNA, ID 83634-0000

ELLISON RONALD W  
730 W SUNWOOD CT  
KUNA, ID 83634-0000

EVANS MORGAN P  
EVANS KATHERINE A  
741 W SUNWOOD CT  
KUNA, ID 83634-0000

FISHER KENNETH J  
FISHER GAIL L  
845 S BLACK CAT RD  
KUNA, ID 83634-0000

GALVEZ RODRIGO  
GALVEZ JUANA  
962 W OMPHALE ST  
KUNA, ID 83634-0000

GORDON TIMOTHY W  
GORDON BELINDA S  
PO BOX 236  
KUNA, ID 83634-0000

GUZMAN GUSTAVO T  
UNSER MARRIA D  
1086 W OMPHALE ST  
KUNA, ID 83634-0000

HEMBREE LIVING TRUST 05/17/2017  
HEMBREE LARRY J TRUSTEE  
4218 W DOUGVILLE RD  
KUNA, ID 83634-0000

HENRY JOHN F  
3030 S BEAR CLAW PL  
KUNA, ID 83634-0000

HERRIOTT RHONDA L  
735 W SUNWOOD CT  
KUNA, ID 83634-0000

HODGE KELLY THOMAS  
HODGE FELAN MONIQUE  
1032 W ASHWOOD CT  
KUNA, ID 83634-0000



Gary McAllister <mcallgary@gmail.com>

**RE: Room Reservation Request**

5 messages

**Admin1 Ladies** <admin1@kunalibrary.org>  
To: "mcallgary@gmail.com" <mcallgary@gmail.com>

Tue, Nov 5, 2019 at 7:12 AM

I could do it 7:00 – 8:00 p.m. The 6 o'clock time is taken.

Thanks,

Tam and Jana

Tam Svedin and Jana Cutforth

Kuna Library Co-Directors

admin1@kunalibrary.org

208-922-1025

**From:** none <mcallgary@gmail.com>  
**Sent:** Monday, November 4, 2019 12:24:07 PM  
**To:** admin1@kunalibrary.org <admin1@kunalibrary.org>  
**Subject:** Room Reservation Request

Event Title:	Corbin Cove sub
Preferred Room:	Conference Room without food \$0
Date Requested:	Thursday, November 14 2019
Time Requested:	6 pm to 7 pm
Expected Attendance:	10
Name of Booking Organization:	none
Name of Contact Person:	Gary mcallister
Email of Contact Person:	mcallgary@gmail.com
Phone Number of Contact Person:	208 283 4830
Address:	2115 e Bowstring st Meridian Id 83642
Type of Organization:	Other
Do you need Audio/Visual Equipment:	No
Briefly describe the purpose of your event and list any special requirements needed. :	Time for neighbors to review an new subdivision in Kuna, Idaho
Confirm:	Yes
By checking this box I consent to having this website store my submitted information so the library staff can respond to my inquiry. :	Checked

Gary McAllister <mcallgary@gmail.com>

Tue, Nov 5, 2019 at 7:24 AM

11/5/2019

Gmail - RE: Room Reservation Request

Case No. 19-09-S Corbin's Cove  
67 of 131

To: Admin1 Ladies <admin1@kunalibrary.org>

That works thanks gary

[Quoted text hidden]

---

**Gary McAllister** <mcallgary@gmail.com>  
To: Admin1 Ladies <admin1@kunalibrary.org>

Tue, Nov 5, 2019 at 7:25 AM

That works thanks gary

On Tue, Nov 5, 2019, 7:12 AM Admin1 Ladies <admin1@kunalibrary.org> wrote:

[Quoted text hidden]

---

**Admin1 Ladies** <admin1@kunalibrary.org>  
To: Gary McAllister <mcallgary@gmail.com>

Tue, Nov 5, 2019 at 7:30 AM

I have reserved the Conference Room for you Thursday, November 14, 2019 from 7:00 – 8:00p.m. Just a reminder the library does close at 8:00.

Thanks,

Tam and Jana

Tam Svedin and Jana Cutforth

Kuna Library Co-Directors

admin1@kunalibrary.org

208-922-1025

---

**From:** Gary McAllister <mcallgary@gmail.com>

**Sent:** Tuesday, November 5, 2019 7:25:28 AM

**To:** Admin1 Ladies <admin1@kunalibrary.org>

**Subject:** Re: Room Reservation Request

[Quoted text hidden]

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**Gary McAllister** <mcallgary@gmail.com>  
To: Admin1 Ladies <admin1@kunalibrary.org>

Tue, Nov 5, 2019 at 7:37 AM

Thank you!

[Quoted text hidden]





# City of Kuna AFFIDAVIT OF LEGAL INTEREST

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

State of Idaho )  
                          ) ss  
County of Ada )

x I, Sandra L. Doughty, 890 Sharp Lane  
Name Address  
Kuna, Idaho 83634  
City State Zip Code

being first duly sworn upon oath, depose and say:

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

A. That I am the record owner of the property described on the attached, and I grant my  
Permission to \_\_\_\_\_  
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).

x Dated this <sup>SLD</sup> 11-8-2019 8 day of NOV., 2019

Sandra L. Doughty  
Signature

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

[Signature]  
Notary Public for Idaho

Residing at: Meridian, ID

My commission expires: 5/3/2025

Baylee Wilder  
Notary Public  
State of Idaho  
Commission No. 61340





# City of Kuna AFFIDAVIT OF LEGAL INTEREST

**received**  
11-19-19  
City of Kuna  
P.O. Box 13  
Kuna, Idaho 83634  
Phone: (208) 922-5274  
Fax: (208) 922-5989  
Kunacity.id.gov

State of Idaho )  
                          ) ss  
County of Ada )

I, Paul Winward , 870 W. Sharp Ln  
Name Address  
Kuna , ID 83634  
City State Zip Code

being first duly sworn upon oath, depose and say:

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

A. That I am the record owner of the property described on the attached, and I grant my  
Permission to Gary McAllister \_\_\_\_\_  
Name Address

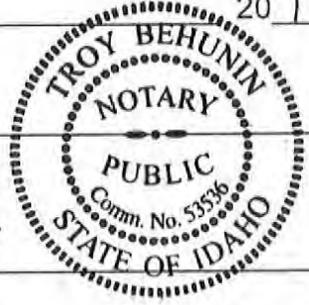
to submit the accompanying application pertaining to that property.

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 7<sup>th</sup> day of November 2019

[Signature]  
Signature



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

[Signature]  
Notary Public for Idaho

Residing at: 751 W. 4TH ST. KUNA, ID 83634

My commission expires: 2 APR. 2024

## Troy Behunin

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**From:** Troy Behunin  
**Sent:** Tuesday, May 12, 2020 12:06 PM  
**To:** 'boydd@slhs.org'  
**Cc:** Wendy Howell  
**Subject:** Land

Donnie,

Thank you for your email.

I will include your email with the packet to the Commission and then later to City Council. You could have a conversation with the developer about being excluded from the HOA and the CC&Rs. The City will not be who determines that.

Thanks again for your note.

Troy Behunin

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

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**From:** Don Boyd <[boydd@slhs.org](mailto:boydd@slhs.org)>  
**Sent:** Tuesday, May 12, 2020 10:39 AM  
**To:** PublicHearingTestimony <[PublicHearingTestimony@kunaid.gov](mailto:PublicHearingTestimony@kunaid.gov)>  
**Subject:** Land

To whom it may concern, This is Donnie Boyd land owner at 910 w Sharp Ln. I have no object of land be sold looking forward to paved road with street lights and the clean-up of the other pastures with all the weeds. I've Been trying for several years to get pressurized irrigation on property to have a nice looking hard and for fire reasons. Also for being a land owner there for almost 18 years expect to be grandfathered in with no Home owners Assoc. and CCRs. Finally I'm excited to see something good out of all this. Thank you Donnie

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## Troy Behunin

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**From:** Wendy Howell  
**Sent:** Monday, May 18, 2020 11:22 AM  
**To:** Troy Behunin  
**Subject:** FW: Corben cove subdivision, 19 - 09 - S, May 26, 2020

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**From:** William Doughty <wdoughty@kunaschools.org>  
**Sent:** Saturday, May 16, 2020 11:45 AM  
**To:** PublicHearingTestimony <PublicHearingTestimony@kunaaid.gov>  
**Subject:** Corben cove subdivision, 19 - 09 - S, May 26, 2020

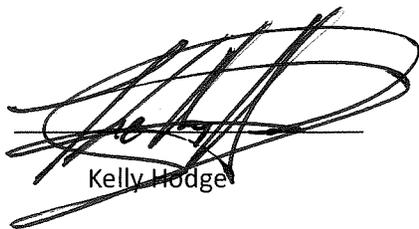
William doughty, 890 sharp lane Kuna ID 83634. phone number 208-919-4231. Email address [sandoughty5@msn.com](mailto:sandoughty5@msn.com) My wife and I approve of the subdivision, we look forward to paved roads, sidewalks and common area and other improvements the subdivision will bring. It will also help with the threat of fire during the summer time from the weeds that grow on the Bare land. It will also reduce the dust From the existing dirt road. Thank you in advance of the approval of the subdivision. William and Sandra Doughty

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To Whom it may concern

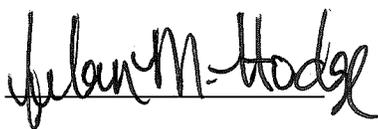
My name is Kelly Hodge, I'm the property owner at 1032 W. Ashwood ct. Kuna, ID. I'm against this planning and zone for the acreage behind my property for the following reasons; 1<sup>st</sup> and foremost, there was never any notification of a neighborhood meeting as outlined in your most recent notification of public hearing. 2<sup>nd</sup> These lots should be relative in size as surrounding lots. (Note I have one of the smaller lots in the Ashwood Ct. area at .34 acres. 3<sup>rd</sup> I didn't see where there is a plan to build public road, currently Sharp lane is a private road. New zoning should be consistent with other zoning in building a public road access.

My personal thoughts are that the current proposal is too many lots. My wife Felan Hodge and Myself Kelly Hodge strongly oppose this proposal.



Kelly Hodge

5-02-20



Felan Hodge

5-02-20

May 18, 2020

City of Kuna  
Planning and Zoning Commission

**Re: Important Opposition to the Corbin's Cove Subdivision – Lots of Issues**

Having just received the formal notice of the Preliminary Plat Request in the mail for the aforementioned subdivision on May 11, 2020, the initial review of the information raises a number of zoning and code-related issues that are non-conforming pursuant to Title 5- Zoning Regulations for the City of Kuna. In fact, there are so many departures from the City Code that I first thought this was a joke application. A number of preliminary issues are detailed in the following summary.

Some of the many non-conforming issues with the existing application:

1. There is an odd but significant zoning history (almost 30 years old) on this parcel that may affect your deliberations. I can provide the needed background and answer any questions at the public meeting.
2. The city code requires that a public meeting should be held. There are at least sixty affected parcels but city staff reported that there is no record of anyone in attendance. I have talked to neighbors on all sides of this project and no one remembers a neighborhood notice. I only learned about it by accident.
3. The neighborhood meeting appeared to involve only the two property owners without any neighbors present.
4. The city code requires (5-1A-2) that a neighborhood meeting be held within two months of the application. It wasn't if it was held at all.
5. Each of the parcels has existing and serious code violations. The property owners appear to be ignoring the City and the existing City Code, including to operating businesses and using an RV as a residence. There is no apparent reason to hear any application until the code violations are resolved.



6. The existing properties are covered in weeds. This is not only another code violation but also prevents the neighbors from burning the irrigation ditch.
7. The irrigation company does not have an easement to maintain the irrigation ditch. The neighbors try to maintain the ditch and it is so large that burning weeds is the only real option.
8. The preliminary plat does not even indicate a maintenance easement to the irrigation company. Any needed easement should be included in the final plat.
9. Most of the properties extend past the north side of the irrigation ditch. We will need a method to protect our property from any new neighbors that assume that their property extends to the ditch.

The proposed plat has even more problems with the normal subdivision process. Among the many issues still being investigated, the partial list of issues includes:

1. The city code (5-8-1) limits private streets to a maximum 450-ft length. The proposed Sharp Lane exceeds that length by several hundred feet. I have not seen ACHD approve a private street of that length either.
2. The city code (5-8-1) does not even allow a public cul-de-sac street over 500-ft in length.

3. The proposed private road has the potential for serious harm to the City. The proposed private road is platted as a single lot. This leaves the potential for the “owners” to default on the property tax and force the City or ACHD to take over the ownership and maintenance.
4. The proposed private road also has the potential for serious harm to the new (adjacent) property owners. The homeowners abutting the private road are forced to pay an annual maintenance fee to the home owner’s association and also pay property taxes to ACHD. There is no ACHD tax credit for people living on private roads. This plat forces property owners pay twice for living on private streets.
5. The city code specifies (5-3-3) a minimum street frontage of 45-ft. The proposed plat doesn’t appear to meet that requirement.
6. Even the public site posting notice does not meet the city code. The code (5-1A-8) says that the notice sign has to be clearly visible. The sign was located on private property over 200-ft from any public access. No one can read their sign from more than 200-ft away! The public will have to trespass to get close enough to read the sign.
7. I believe that the applicants made two distinct efforts to eliminate or prevent public input. They first had a secret neighborhood meeting and then they put the hearing notice in a place where the public can’t reach it. This is a common sneaky approach and tells a lot about the applicants.
8. I make my living as an “expert witness” on land use and transportation issues for governments and private attorneys. My years of experience show that the above comments (# 6, 7 and 8) are serious departures from the City’s public noticing rules.
9. The proposed plat appears to conflict with the City’s previous decisions on lot size and lot lines in this area. This inconsistency with past decisions is unfair to everyone and eliminated the opportunity for other applicants.
10. The previous planner on this project identified that only 13 lots could be built on this property if all the city codes are met. The city codes should be met.
11. The City has often worked hard to ensure lot size compatibility between adjacent properties. This plat doesn’t even come close, placing as many as six lots against one adjacent lot.



My requests include:

1. The City should defer any action until the current code violations on the three existing properties are resolved.

2. The City should defer any action until the applicants formally and correctly advertise and hold a neighborhood meeting within two months of the application.
3. The City should defer any action until the public meeting posting complies with the city code.
4. The City should defer any action until the private road complies with the subdivision ordinance's length requirement.
5. The City should require a public street and not a private road. Both the city and the property owners will suffer if a private street is allowed. The private street only helps the developer at the expense of everyone else.
6. The City should require compatible lot sizes and compatible lot lines as done in so many other decisions in this area.
7. The City should require a burn-proof fence near the Mora Wasteway to allow proper and effective maintenance of the irrigation ditch.
8. The City should apply consistent development standards.

Thank you.

A handwritten signature in blue ink that reads "Dave Szplett". The signature is written in a cursive, flowing style.

Dave Szplett  
970 Ashwood Court  
Kuna

## Troy Behunin

---

**From:** David Szplett <david.szplett@gmail.com>  
**Sent:** Tuesday, November 19, 2019 3:18 PM  
**To:** Troy Behunin  
**Cc:** Wendy Howell  
**Subject:** Re: Sharp Lane Subdivision

**Categories:** Important

I was already in the library when McAlister walked into a meeting room.  
I went into the meeting room say hello and learned of the meeting then.

Either I tossed the blank envelope or I never got one.  
I perceive that was intentional.

When I asked about the format of the notice, one of the property owners called out Gary for the envelope.  
Gary laughed. I think they are making fun of Kuna and it's process.

There were only two people at the meeting but both were property owners.  
I didn't see even one neighbor when I was there for a half hour.  
Not one neighbor out of 60+ seems odd to me.  
But I have only 40+ years of experience as a comparison.

It only cost a \$60 mailing to do a proper neighborhood meeting.  
I suggest that Kuna requires them do it better.

On Tue, Nov 19, 2019 at 2:59 PM Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)> wrote:

David,

Good afternoon. I hope all is well. I was out yesterday so that's why the reply is late.

State code nor City code (as you might remember from your term as a Council member), doe require special packaging for a notification/letter. I spoke with the applicant this morning and he showed us that the envelopes were individually stamped and addresses printed on them (no stickers).

As you recall from any of our many discussions, staff tries to *increase* public participation rather than reduce or minimize it. Three neighbors attending out of 60 people notified may *perhaps* be a couple under the typical response we see for most meetings, but it is likely only under by a 1-2 people.

I am curios, what would you request that we look into changing to make the letters stand out? If someone follows the rules and people throw it away because they thought it was junk mail, do you really think a return address will tell people this is not junk mail? There is plenty of junk mail with return addresses.

How did you find out about the meeting?

Thanks David, look forward to hearing from you.

Troy

**From:** David Szplett [mailto:[david.szplett@gmail.com](mailto:david.szplett@gmail.com)]

**Sent:** Monday, November 18, 2019 8:21 AM

**To:** Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)>

**Subject:** Sharp Lane Subdivision

I ask that you require the planner of the referenced subdivision to advertise and hold another neighborhood meeting.

The letters were in plain envelopes without return addresses. Most people, me included, assumed it was just advertising and tossed it out.

I have been doing this kind of work for 40+ years and never saw that done before. I took this as an attempt to minimize public input. Not one person attended the meeting although it appears that 60+ properties about the potential project. It obviously worked if no one showed up.

I only found out about it when I saw the planner walk into a meeting room while I was in the library.

Dave

## Troy Behunin

---

**From:** David Szplett <david.szplett@gmail.com>  
**Sent:** Tuesday, November 19, 2019 5:33 PM  
**To:** Troy Behunin  
**Cc:** Wendy Howell  
**Subject:** Re: Sharp Lane Subdivision

I thought of a lower cost alternative.

Ditch the second meeting but have the planner send another mailing with a return address, a proposed site plan and a one-page project description and timetable. That gets Kuna out of the issue where no neighbors showed up and the neighbors, if interested, get the needed information.

I talked to one of the many renters on one property about the code violations. She told me to "forget it. We're protected by City Hall." what should I be thinking?

On Tue, Nov 19, 2019 at 2:59 PM Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)> wrote:

David,

Good afternoon. I hope all is well. I was out yesterday so that's why the reply is late.

State code nor City code (as you might remember from your term as a Council member), doe require special packaging for a notification/letter. I spoke with the applicant this morning and he showed us that the envelopes were individually stamped and addresses printed on them (no stickers).

As you recall from any of our many discussions, staff tries to *increase* public participation rather than reduce or minimize it. Three neighbors attending out of 60 people notified may *perhaps* be a couple under the typical response we see for most meetings, but it is likely only under by a 1-2 people.

I am curios, what would you request that we look into changing to make the letters stand out? If someone follows the rules and people throw it away because they thought it was junk mail, do you really think a return address will tell people this is not junk mail? There is plenty of junk mail with return addresses.

How did you find out about the meeting?

Thanks David, look forward to hearing from you.

Troy

**From:** David Szplett [mailto:[david.szplett@gmail.com](mailto:david.szplett@gmail.com)]  
**Sent:** Monday, November 18, 2019 8:21 AM  
**To:** Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)>  
**Subject:** Sharp Lane Subdivision

I ask that you require the planner of the referenced subdivision to advertise and hold another neighborhood meeting.

The letters were in plain envelopes without return addresses. Most people, me included, assumed it was just advertising and tossed it out.

I have been doing this kind of work for 40+ years and never saw that done before. I took this as an attempt to minimize public input. Not one person attended the meeting although it appears that 60+ properties abut the potential project. It obviously worked if no one showed up.

I only found out about it when I saw the planner walk into a meeting room while I was in the library.

Dave

## Troy Behunin

---

**From:** david.szplett <david.szplett@gmail.com>  
**Sent:** Wednesday, March 18, 2020 4:17 PM  
**To:** Troy Behunin  
**Subject:** Re: what do I do?

**Categories:** Important, Yellow Category

Thank you.

Sent from my Samsung Galaxy , an AT&T LTE smartphone

----- Original message -----

**From:** Troy Behunin  
**Date:** 3/18/20 3:15 PM (GMT-07:00)  
**To:** "david.szplett"  
**Subject:** what do I do?

It will not end tomorrow. Additionally, we will re-schedule the meeting and welcome input until another date certain, and we will also send out courtesy notices for the next meeting date; you have plenty of time.

Troy

---

**From:** david.szplett  
**Sent:** Wednesday, March 18, 2020 2:59 PM  
**To:** Troy Behunin  
**Subject:** Re: what do I do?

Thank you.

Does the comment period close tomorrow? Or will it be reopened?

We're still coming up with issues and don't want the confusion if two comment letters.

Thank you.

Sent from my Samsung Galaxy , an AT&T LTE smartphone

----- Original message -----

**From:** Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)>  
**Date:** 3/18/20 2:48 PM (GMT-07:00)  
**To:** David Szplett <[david.szplett@gmail.com](mailto:david.szplett@gmail.com)>

Subject: what do I do?

David,

Feel free to send it through email or the USPS. The meeting will be tabled to another evening. We are not going to hold any meetings for the time being.

The Mayor and Council had declared a State of Emergency for the COK, and we are now closed to the public. We are open, but only have essential staff on hand. The doors are locked until at least Apr 1<sup>st</sup>, with, no public access.

ALL meetings have been cancelled/postponed/won't be scheduled. We are taking phone calls and handling as much business as we can through email and PDF's.

On Apr 1 the situation will be re-evaluated and the Mayor & CC will chart out our next course. If the virus contains, that will affect things differently than if the virus accelerates.

Questions, please let me know. Thanks in advance for your understanding.

Troy

**From:** David Szplett <[david.szplett@gmail.com](mailto:david.szplett@gmail.com)>

**Sent:** Wednesday, March 18, 2020 1:17 PM

**To:** Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)>

**Subject:** what do I do?

I have a comment letter for the P&Z but the city building is closed.

Mail? Email? Drop-box?

The comment period for the Monday P&Z meeting ends tomorrow.

Thank you.

## Troy Behunin

---

**From:** David Szplett <david.szplett@gmail.com>  
**Sent:** Tuesday, May 19, 2020 3:52 PM  
**To:** Troy Behunin  
**Subject:** Re: Sharp Lane Subdivision

**Categories:** Important, KMN Publishing

Thank you. My letter is done and ready to be submitted

The Facebook streaming is a poor choice by our dear leaders.  
Facebook sells our personal information so I can't use it.

I suggest your office's normal careful review of their application. I don't want to see your office embarrassed.

Dave

On Tue, May 19, 2020 at 3:38 PM Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)> wrote:

Dave,

Since we had some correspondence before, I thought I would send this PDF to you as well, in addition to the one that was mailed to you in the USPS.

Troy

---

On Tue, Nov 19, 2019 at 2:59 PM Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)> wrote:

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Good afternoon. I hope all is well. I was out yesterday so that's why the reply is late.

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As you recall from any of our many discussions, staff tries to *increase* public participation rather than reduce or minimize it. Three neighbors attending out of 60 people notified may *perhaps* be a couple under the typical response we see for most meetings, but it is likely only under by a 1-2 people.

I am curios, what would you request that we look into changing to make the letters stand out? If someone follows the rules and people throw it away because they thought it was junk mail, do you really think a return address will tell people this is not junk mail? There is plenty of junk mail with return addresses.

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I have been doing this kind of work for 40+ years and never saw that done before. I took this as an attempt to minimize public input. Not one person attended the meeting although it appears that 60+ properties abut the potential project. It obviously worked if no one showed up.

I only found out about it when I saw the planner walk into a meeting room while I was in the library.

Dave

## Troy Behunin

---

**From:** David Szplett <david.szplett@gmail.com>  
**Sent:** Tuesday, May 19, 2020 4:45 PM  
**To:** Troy Behunin  
**Subject:** Re: Sharp Lane Subdivision

thank you.  
I always value your advice.

On Tue, May 19, 2020 at 4:42 PM Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)> wrote:

Dave,

Feel free to send it in through email. I will add it to the Commission packets for next Tuesday. Please send it to me by tomorrow afternoon, as I need to get the packet ready so we can send it to the Commission.

Thanks,  
Troy

---

**From:** David Szplett <[david.szplett@gmail.com](mailto:david.szplett@gmail.com)>  
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I only found out about it when I saw the planner walk into a meeting room while I was in the library.

Dave

## Troy Behunin

---

**From:** David Szplett <david.szplett@gmail.com>  
**Sent:** Saturday, May 23, 2020 1:32 PM  
**To:** Troy Behunin  
**Subject:** Re: Corbin's Cove Sub division Public Hearing NOTICE

Good to know.  
Thank you for the alert.

Working weekends?

On Sat, May 23, 2020 at 1:27 PM Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)> wrote:

As a courtesy to you, and as an FYI,

There was a noticing error by the applicant so staff will recommend that this be tabled to a different date certain. The Commission will make their own decision, but staff will recommend that it be re-noticed. I thought you would like to know.

If you have questions, feel free to email me.

Thanks,

Troy

Troy Behunin  
Planner III  
City of Kuna  
751 W. 4<sup>th</sup> Street  
Kuna, ID 83634

[TBehunin@Kunald.Gov](mailto:TBehunin@Kunald.Gov)

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## Troy Behunin

---

**From:** David Szplett <david.szplett@gmail.com>  
**Sent:** Tuesday, June 2, 2020 9:15 AM  
**To:** Troy Behunin  
**Subject:** Re: Corbin's Cove Sub division Public Hearing NOTICE

Yes. Good work fixing it.

I perceive that the planner is trying to hide the application.  
Then he has a secret neighborhood meeting and then hides the public meeting notice.  
Another planner was on that job but got dismissed when she told the applicant that they could only get 14 lots if they followed all the rules.  
I guess the applicant went a different route.

On Tue, Jun 2, 2020 at 9:06 AM Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)> wrote:

Dave,

No, Your original letter was already attached to the packet, and it's part of the permanent record. If it is the same letter, there is no need to request adding it, because it's already in the record.

Did you see the sign is right next to School Ave. this time?

Troy

---

**From:** David Szplett <[david.szplett@gmail.com](mailto:david.szplett@gmail.com)>  
**Sent:** Tuesday, June 2, 2020 8:59 AM  
**To:** Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)>  
**Subject:** Re: Corbin's Cove Sub division Public Hearing NOTICE

Do I need to resubmit my original letter?

Attached is a copy of the original

On Sat, May 23, 2020 at 1:27 PM Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)> wrote:

As a courtesy to you, and as an FYI,

There was a noticing error by the applicant so staff will recommend that this be tabled to a different date certain. The Commission will make their own decision, but staff will recommend that it be re-noticed. I thought you would like to know.

If you have questions, feel free to email me.

Thanks,

Troy

Troy Behunin  
Planner III  
City of Kuna  
751 W. 4<sup>th</sup> Street  
Kuna, ID 83634

[TBehunin@Kunald.Gov](mailto:TBehunin@Kunald.Gov)

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## Troy Behunin

---

**From:** Mayor Stear  
**Sent:** Monday, June 22, 2020 1:18 PM  
**To:** Wendy Howell; Troy Behunin  
**Subject:** FW: Is There More Corruption in Kuna?

Any idea what he is talking about?

Thanks

---

**From:** David Szplett  
**Sent:** Monday, June 22, 2020 1:13 PM  
**To:** Mayor Stear  
**Subject:** Is There More Corruption in Kuna?

You probably remember that I worked with the Idaho Attorney General's office to get rid of Dean Obray's administration.

We all know that none of our dear leaders helped with that huge effort.

I attended a recent P&Z meeting and I have new and very disturbing doubts about our dear city.

One issue was that one resident pointed out serious code violations. Staff response was that the code violations were known but assumed to "go away" when development is approved. This means that the city applies the law differently. Either the staff is breaking the law by ignoring code violations or the city's leadership allows them to do so.

The second issue is that one property owner was denied a development application because of some previous city agreement. A second developer was told that the city's agreement didn't matter because the agreement wasn't registered with the County. Evidently the city doesn't treat people equally. This is again a problem if two applicants are treated differently. The city can't have it both ways.

I gave Dean a chance to fix his issues and I am kind enough to repeat this for you. Our committee has twenty examples of the first issue and the second one is personal.

## Troy Behunin

---

**From:** David Szplett <david.szplett@gmail.com>  
**Sent:** Wednesday, June 24, 2020 7:01 AM  
**To:** Troy Behunin  
**Cc:** Wendy Howell  
**Subject:** Re: a visit

I will check with my advisors on the proper response. We also have to figure out why the P&Z Commission passed on the opportunity to discuss it.

I am concerned about why the city acknowledged the years-long code violations but did nothing about it. Others received code violations citations for the same things.

On Tue, Jun 23, 2020 at 3:29 PM Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)> wrote:

Dave,

I am writing to invite you to come to the P & Z offices, so that we can take 45 minutes or so to discuss some of your concerns. In particular, the City agreement and annexation conditions you mentioned at the public hearing for the Corbin's Cove Subdivision application. Do you have paper work for that history?

We are here from 8 – 5 pm. Do you want to meet this week or next?

Please send me a couple of times that work for you.

Thanks,  
Troy

Troy Behunin  
Planner III  
City of Kuna  
751 W. 4<sup>th</sup> Street  
Kuna, ID 83634

[TBehunin@Kunald.Gov](mailto:TBehunin@Kunald.Gov)



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## Troy Behunin

---

**From:** David Szplett <david.szplett@gmail.com>  
**Sent:** Thursday, June 25, 2020 6:49 AM  
**To:** Troy Behunin  
**Cc:** Wendy Howell  
**Subject:** Re: a visit

The City's own files are the best evidence.  
I suspect that the needed information can be found in at least three places.  
We also discussed it at a city council meeting.  
There may be another surprise or three in the City's files.

We could have discussed it on the record at the P&Z meeting.

Thank you for looking into this long lingering issue.  
I appreciate your efforts.

On Tue, Jun 23, 2020 at 3:29 PM Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)> wrote:

Dave,

I am writing to invite you to come to the P & Z offices, so that we can take 45 minutes or so to discuss some of your concerns. In particular, the City agreement and annexation conditions you mentioned at the public hearing for the Corbin's Cove Subdivision application. Do you have paper work for that history?

We are here from 8 – 5 pm. Do you want to meet this week or next?

Please send me a couple of times that work for you.

Thanks,  
Troy

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

[TBehunin@Kunald.Gov](mailto:TBehunin@Kunald.Gov)



## Troy Behunin

---

**From:** david.szplett <david.szplett@gmail.com>  
**Sent:** Wednesday, July 1, 2020 12:35 PM  
**To:** Troy Behunin  
**Cc:** Wendy Howell  
**Subject:** Re: a visit

That us the point. Reference whatever agreement that the City used to deny my application. It is the same.

I lost a LOT of income because of that. And it was discussed at a city council meeting.

Sent from my Samsung Galaxy , an AT&T LTE smartphone

----- Original message -----

**From:** Troy Behunin <tbehunin@kunaid.gov>  
**Date:** 7/1/20 10:55 AM (GMT-07:00)  
**To:** David Szplett <david.szplett@gmail.com>  
**Cc:** Wendy Howell <whowell@kunaid.gov>  
**Subject:** a visit

Dave,

What is the recorded agreement you keep referencing? I have searched by address, owners' names, and to this day, I haven't found anything in the form of a recorded agreement for this property. That will help me find the records you have been referring to for a while now.

Let me know about a visit to P & Z.

Thank you,  
Troy

---

**From:** David Szplett <david.szplett@gmail.com>  
**Sent:** Wednesday, July 1, 2020 7:43 AM  
**To:** Troy Behunin <tbehunin@kunaid.gov>  
**Subject:** Re: a visit

The P&Z meeting was the best place to hold the discussion on the record.

All the players and the paperwork were in the same place at the same time.

The City chose otherwise.

I am sorry that the City has the challenge resulting from telling one person that they can't do something because of a rule and the next person can ignore the rule. A lot of money is involved.

Off to court now. Busy day!

On Mon, Jun 29, 2020 at 2:51 PM Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)> wrote:

David,

I am picking up on the being "upset for 25 years".

No problem, I am happy to look into this item and find some answers. As of right now, we are still holding meetings here with the CDC protocol being observed. When you return, let's get together. Fair enough?

Troy

---

**From:** David Szplett <[david.szplett@gmail.com](mailto:david.szplett@gmail.com)>

**Sent:** Sunday, June 28, 2020 7:49 PM

**To:** Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)>

**Cc:** Wendy Howell <[whowell@kunaid.gov](mailto:whowell@kunaid.gov)>

**Subject:** Re: a visit

I am off to court this week.

I spend a lot of time on this type of work.

The government restarted the 14 day quarantine too.

I don't know what is going to happen.

Thanks for working on this issue.

I lost a lot of potential income on the city's decision.

I have been upset for 25 years.

On Tue, Jun 23, 2020 at 3:29 PM Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)> wrote:

Dave,

I am writing to invite you to come to the P & Z offices, so that we can take 45 minutes or so to discuss some of your concerns. In particular, the City agreement and annexation conditions you mentioned at the public hearing for the Corbin's Cove Subdivision application. Do you have paper work for that history?

We are here from 8 – 5 pm. Do you want to meet this week or next?

Please send me a couple of times that work for you.

Thanks,  
Troy

Troy Behunin  
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751 W. 4<sup>th</sup> Street  
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## Troy Behunin

---

**From:** David Szplett <david.szplett@gmail.com>  
**Sent:** Wednesday, July 15, 2020 6:47 AM  
**To:** Wendy Howell  
**Cc:** Troy Behunin  
**Subject:** Re: a visit

I don't have a clue about the city's file locations. The city just told me that I had to "comply with the existing agreement." I always suspected that some funny "friendship" deal was going on when a past administration even wiped the city council meeting minutes.. I hope this isn't the same issue as the city's differential allocation of city code enforcement. Remember how I single-handedly got rid of the Obray administration?

I was only in city hall once when our dear leaders denied my request to not have to pay to irrigate the 9,000 sq ft of my lot under an irrigation ditch. Nice.

On Tue, Jul 14, 2020 at 9:42 AM Wendy Howell <[whowell@kunaid.gov](mailto:whowell@kunaid.gov)> wrote:

Hi David,

Staff has looked for the agreements you are referencing and have not been able to find any. What was the name of your case that you stated used these agreements to deny it?

Thank you,

Wendy

---

**From:** David Szplett <[david.szplett@gmail.com](mailto:david.szplett@gmail.com)>  
**Sent:** Monday, July 13, 2020 6:14 PM  
**To:** Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)>  
**Cc:** Wendy Howell <[whowell@kunaid.gov](mailto:whowell@kunaid.gov)>  
**Subject:** Re: a visit

This is really simple. Kuna has all the information already.

If Kuna discloses the agreement on the three Sharp Lane properties, then the proposed subdivision project is affected.

If Kuna doesn't disclose the agreement, then there was no justification for denying my earlier project. No one knew that Kuna won't acknowledge the previous agreements until it was recently disclosed by the P&Z office. I may have clear options for any formal complaint.

Thanks for the continued help. I appreciate your efforts.

On Mon, Jul 13, 2020 at 11:48 AM Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)> wrote:

Dave,

I am not sure what you mean by your last email (see below).

When would you like to come in and visit?

Troy

---

**From:** David Szplett <[david.szplett@gmail.com](mailto:david.szplett@gmail.com)>

**Sent:** Thursday, July 9, 2020 7:26 AM

**To:** Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)>

**Cc:** Wendy Howell <[whowell@kunaid.gov](mailto:whowell@kunaid.gov)>

**Subject:** Re: a visit

I have had a room full of free advisors this week.

I have had years to prepare for this and we are ready to go.

I used to worry about getting that income back.

The City is helping me do it.

I thank you.

On Mon, Jun 29, 2020 at 2:51 PM Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)> wrote:

David,

I am picking up on the being "upset for 25 years".

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**To:** Troy Behunin  
**Cc:** Wendy Howell  
**Subject:** Re: a visit

I hope that your office can resolve this issue.

My experience is that it is very expensive for a developer to do all the design, engineering and construction before a plat is approved..

On Mon, Jul 13, 2020 at 11:48 AM Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)> wrote:

Dave,

I am not sure what you mean by your last email (see below).

When would you like to come in and visit?

Troy

---

**From:** David Szplett <[david.szplett@gmail.com](mailto:david.szplett@gmail.com)>  
**Sent:** Thursday, July 9, 2020 7:26 AM  
**To:** Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)>  
**Cc:** Wendy Howell <[whowell@kunaid.gov](mailto:whowell@kunaid.gov)>  
**Subject:** Re: a visit

I have had a room full of free advisors this week.

I have had years to prepare for this and we are ready to go.

I used to worry about getting that income back.

The City is helping me do it.

I thank you.

On Mon, Jun 29, 2020 at 2:51 PM Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)> wrote:

David,

I am picking up on the being "upset for 25 years".

No problem, I am happy to look into this item and find some answers. As of right now, we are still holding meetings here with the CDC protocol being observed. When you return, let's get together. Fair enough?

Troy

---

**From:** David Szplett <[david.szplett@gmail.com](mailto:david.szplett@gmail.com)>

**Sent:** Sunday, June 28, 2020 7:49 PM

**To:** Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)>

**Cc:** Wendy Howell <[whowell@kunaid.gov](mailto:whowell@kunaid.gov)>

**Subject:** Re: a visit

I am off to court this week.

I spend a lot of time on this type of work.

The government restarted the 14 day quarantine too.

I don't know what is going to happen.

Thanks for working on this issue.

I lost a lot of potential income on the city's decision.

I have been upset for 25 years.

On Tue, Jun 23, 2020 at 3:29 PM Troy Behunin <[tbehunin@kunaid.gov](mailto:tbehunin@kunaid.gov)> wrote:

Dave,

I am writing to invite you to come to the P & Z offices, so that we can take 45 minutes or so to discuss some of your concerns. In particular, the City agreement and annexation conditions you mentioned at the public hearing for the Corbin's Cove Subdivision application. Do you have paper work for that history?

We are here from 8 – 5 pm. Do you want to meet this week or next?

Please send me a couple of times that work for you.

Thanks,  
Troy

Troy Behunin

Planner III

City of Kuna

751 W. 4<sup>th</sup> Street

Kuna, ID 83634

[TBehunin@Kunald.Gov](mailto:TBehunin@Kunald.Gov)



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## Troy Behunin

---

**From:** David Szplett <david.szplett@gmail.com>  
**Sent:** Tuesday, August 11, 2020 2:26 PM  
**To:** Troy Behunin; Wendy Howell  
**Subject:** Re: Corbin's Cove Subdivision Public Hearing Notice

I suggest that your office should protect yourselves and the City, and disclose the previous annexation agreement. I provided all the information on the previous annexation agreement and had all the information for the P&Z meeting. There is no way that Dean Obray could have found and eliminated all the copies we found. And Dean couldn't know if anyone made personal copies. The developer has to make a financial decision too.

If the City doesn't disclose the agreement, then the City had no valid reason for denying my pre application. I was led to believe that the City was fair and honest in the previous decision. The City's denial wasn't disclosed until the correspondence this summer.

I appreciate the help from your office.

I am back from the out-of-state court trip but still under quarantine.

On Mon, Aug 10, 2020 at 2:46 PM Troy Behunin <[tbehunin@kunaaid.gov](mailto:tbehunin@kunaaid.gov)> wrote:

Everyone,

Here is an advance copy of the hearing notice for the upcoming Corbin's Cove Subdivision with the City Council. You will also receive a stamped letter on yellow paper in the USPS mail. Instructions for the zoom meeting and fb live are included with the letter you will receive, and in this email as well.

Thank you, let me know if you have any questions.

Have a great day.

Troy

The text only from the PDF is below for your convenience:

*This is a notice that the City of Kuna **City Council** is scheduled to hold a public hearing on **August 18, 2020**, beginning **at 6:00 pm** on the following case: A Preliminary Plat request for **Corbin's Cove Subdivision** from Gary McAllister to subdivide approximately 6.0 acres in an existing R-6 (Medium Density Residential) Zone, into 22 total lots. The subject site is near the South west corner of School Ave. & Avalon Road, Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West. Parcel Numbers: R5070251061, R5070251161 & R5070251166). This will be a re-subdivision of Lots 7 and 8 in Kuna Home Tracts Subdivision,*

**The hearing for this request will be held at 6:00 PM in the Council Chambers at City Hall located at 751 W. 4th Street, Kuna, Idaho.**

*You are invited to provide oral or written comments. Written testimony received by the close of business on **August 13, 2020** will be included in the packet that is distributed to the governing body prior to the hearing. Submissions after 8.13.2020 (must submit eight (8) copies) will be presented to the Council at time of the hearing. Please note oral comments made during the public hearing will be restricted to three (3) minutes per person. Mail written comments to PO Box 13, Kuna, ID 83634 or hand deliver them to City Hall.*

If you have questions or need special assistance, please contact the Planning and Zoning Division at (208) 922-5274.

Thanks,

Troy

Troy Behunin  
Planner III  
City of Kuna  
751 W. 4<sup>th</sup> Street  
Kuna, ID 83634

[TBehunin@Kunald.Gov](mailto:TBehunin@Kunald.Gov)



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Michael and Patricia Liechty  
1041 W. Avalon  
Kuna, ID 83634

May 21, 2020

City of Kuna Planning and Zoning,  
Re. Case # 19-09-S and 19-33-DR, Corbin's Cove Subdivision

We have lived in this neighborhood at this address for 30 years. We have seen the changes and growth in Kuna and the effects both good and bad. We welcome new growth to our community but are aware the infrastructure needs to be upgraded to adequately handle existing as well as additional demands.

Adding more homes and families in this proposed area will increase both vehicle and pedestrian congestion at the intersection of S. School Street and W. Avalon.

We experience difficulty getting onto W. Avalon due to the number of vehicles, especially at peak traffic hours. Turning west (left) is becoming very hazardous, which will also become an issue for those drivers turning west onto Avalon from School Street.

The intersection at W. Avalon and S. School St. is not equipped to safely handle more traffic. There has been new subdivisions, businesses, schools, churches and daycares built both west and south of this intersection that rely on one of two routes to cross the railroad tracks. School busses are required to stop every time they cross the R.R. tracks, which holds up traffic even more at the high volume commuter times.

We have experienced many times when both the Avalon and Swan Falls Road crossings are stopped because of trains for up to 20 minutes. Emergency vehicles cannot get from the fire department across the railroad crossings to this side of Kuna, there are no emergency services on this side for a large part of Kuna! We personally experienced this when my father was having a heart attack and the ambulance and first responders took 15 minutes more when seconds counted! Please remember, schools, busses, daycares, churches and this proposed subdivision are all on the south side of the tracks.

Volume of busses and pedestrian traffic will increase with more students needing to cross the highway and railroad tracks where most of the schools are located. There have already been numerous vehicle, pedestrian and bicycle accidents at the intersection of S. School St. and W. Avalon.

There are no sidewalks or bike lanes from proposed subdivision to W. Avalon along the west side of S. School St. It would require crossing S. School St. where there are no crosswalks or signs to get to the east side of S. School St. to use a sidewalk safely.

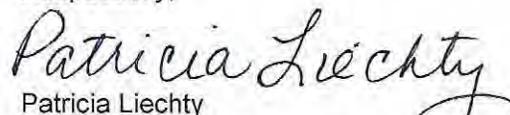
There are no sidewalks along the east side of W. Avalon after crossing the railroad tracks from W. Shortline to where the sidewalk begins close to N. Ave. D and W. Avalon intersection.

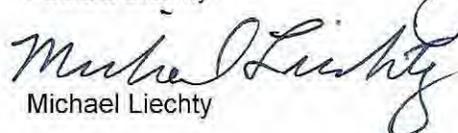
I challenge you all to personally walk or ride a bike from Sharp Lane to the intersection of W. Avalon and Ave. D in a high volume traffic time to firsthand understand what the drivers, pedestrians, and school children will encounter every day! It is also dark, rainy and snowy through some winter months.

With covid-19 pandemic nothing is at normal volume, so it is impossible to get the complete understanding of this issue.

Thank you for this opportunity to voice our concern, GOD BLESS AMERICA and the efforts of this committee!

Respectfully,

  
Patricia Liechty

  
Michael Liechty



# City of Kuna

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

## P & Z Comm. Findings of Fact & Conclusions of Law

**To:** Planning and Zoning Commission

**Case Numbers:** 19-09-S (*Subdivision*) & 19-33-DR (Design Review), Corbin's Cove Subdivision

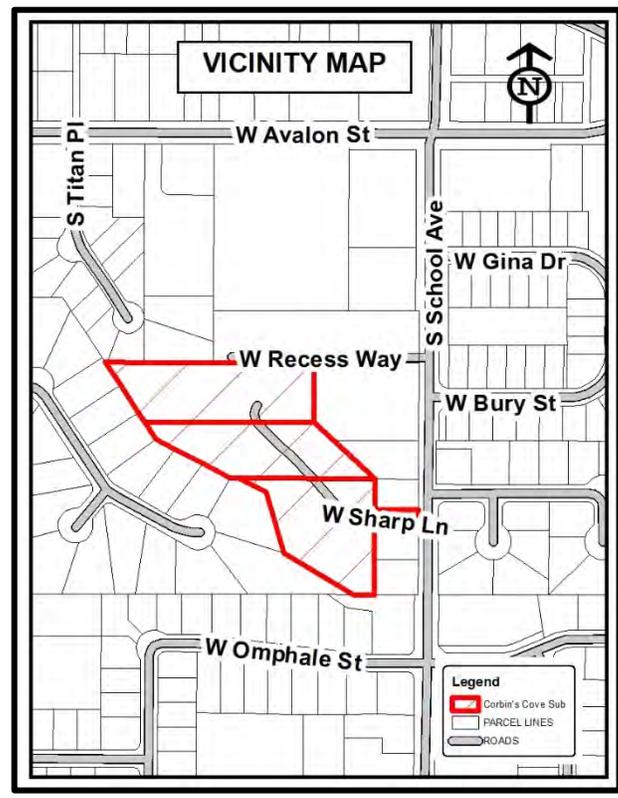
**Location:** Near the Southwest Corner (SWC) of Avalon St. & School Ave., Kuna, Idaho 83634

**Planner:** Troy Behunin, Planner III

**Hearing Date:** June 9, 2020  
*Findings of Fact:* **June 23, 2020**

**Representative:** Gary McAllister  
2115 E. Bowstring St.  
Meridian, Idaho 83642  
208.283.4830  
[Mcallgary@gmail.com](mailto:Mcallgary@gmail.com)

**Owner:** Paul Winward  
8291 S. Locust Grove. Rd.  
Meridian, ID 83642



### Table of Contents:

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

### A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that design reviews are designated as *public meetings*, with the Planning and Zoning Commission (acting as the Design Review Board) as the decision-making body; and that subdivision pre plat applications are designated as *public hearings*, with the Planning and Zoning Commission as the recommending body, and the City Council as the decision-making body. 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 Nov. 14, 2019 (three persons attended)
- ii. Agencies Jan. 22, 2020
- iii. 350' Property Owners May 8, 2020
- iv. Kuna, Melba Newspaper May 6, 2020
- v. Site **Re-Posted** May 29, 2020

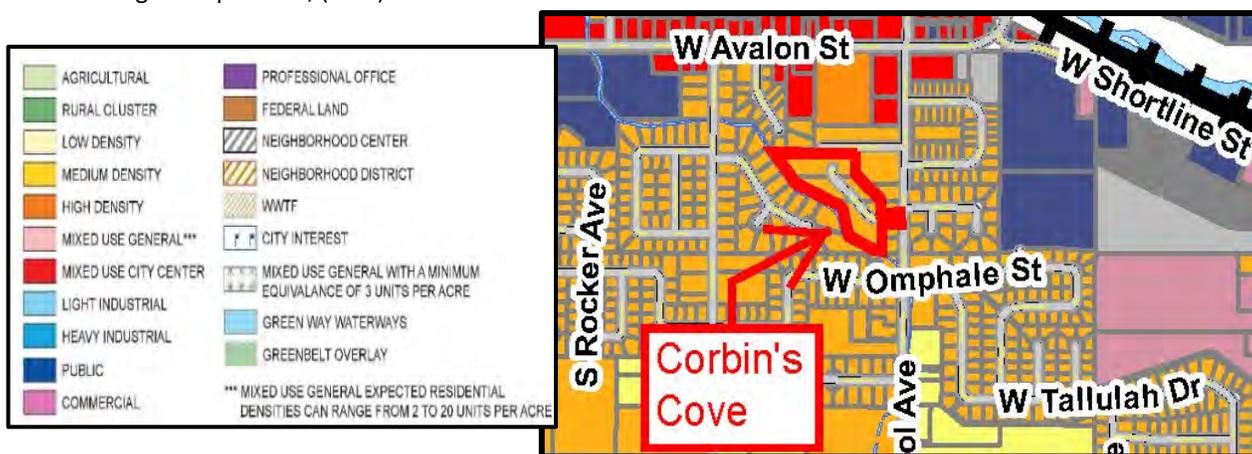
**B. Applicant Request:**

1. The applicant, Gary McAllister requests to subdivide approximately 6.00 acres in Kuna City with the Medium Density Residential (**MDR**) into 22 total lots (21 home lots and one common lot) and has reserved the name *Corbin's Cove Subdivision*. A Design Review application for the common area landscaping is included this application. The site is near the Southwest Corner of Avalon St. and School Ave., Kuna, Idaho; In Section 26, T 2N, R 1W, APN #'s: R5080251061, R5070251161 and R5070251166.

**C. Site History:** The subject site is approximately 6.00 acres in size and is currently zoned R-6 (MDR) and in Kuna City limits. The subject site has historically been used for a single-family residences and open fields.

**D. General Projects Facts:**

1. **Comprehensive Plan Designation:** The Future Land Use Map (FLUM) is intended to serve as a *guide* for the decision-making body for the City. The Comp Plan map indicates land use designations generally speaking, it is not the actual zone. The FLUM identifies the approximately 6.00-acre site as Medium Density Residential, or 4-8 Dwelling Units per Acre, (DUA).



2. **Kuna Recreation and Pathways Master Plan Map:** The Recreation and Pathways Master Plan Map does not indicate a future pathway / trail through the subject site. it does indicate a bike route on School Avenue.

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

<b>North</b>	R-6	Medium Density Residential in KUNA CITY
<b>South</b>	R-4 & R-6	Medium Density Residential in KUNA CITY
<b>East</b>	R-6	Medium Density Residential in KUNA CITY
<b>West</b>	R-6	Medium Density Residential in KUNA CITY

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

Property Owner	Parcel Size	Current Zone	Parcel Number
Donald & Tracy Boyd	Approx. 2.10 ac.	R-6 Med Den Res.	R5070251166
William & Sandra Doughty	Approx. 1.74 ac.	R-6 Med Den Res.	R5070251161
Paul Winward	Approx. 2.05 ac.	R-6 Med Den Res.	R5070251061

5. **Services:**

Sanitary Sewer– COK	Fire Protection – Kuna Rural Fire District (KRFD)
Potable Water – COK	Police Protection – Kuna City Police (ACSO)
Irrigation District – Boise-Kuna Irrigation District	Sanitation Services – J & M Sanitation
Pressure Irrigation–COK Municipal Irr. System (KMIS)	

6. **Existing Structures, Vegetation and Natural Features:** Currently there is a residence on each parcel listed above. Additionally, each lot has an out-building and large sections of land that are raw land. These parcels are generally flat and on-site vegetation is consistent with typical residence and large open fields.

**Transportation / Connectivity:** The site has limited frontage along School Avenue (Approx. 50'). Applicant shall satisfy Kuna City and ACHD's requirements for roadway improvements for all on-site public roads and the intersection with School Avenue, including road widening and vertical/ rolled curb, gutter and sidewalks appropriately. The Applicant shall work with the Emergency Medical Services (EMS) to provide emergency access for the site at proper widths approved by the City of Kuna, ACHD the KRFD.

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

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

• City Engineer (Paul Stevens)	Exhibit B-1
• Ada County Highway District (ACHD)	Exhibit B-2
• Boise Project Board of Control	Exhibit B-3
• Central District Health Department (CDHD)	Exhibit B-4
• Department of Environmental Quality (DEQ)	Exhibit B-5
• Idaho Transportation Department (ITD)	Exhibit B-6
• Kuna School District No. 3 (KSD 3)	Exhibit B-7

E. **Staff Analysis:**

Applicant proposes to subdivide the approximately 6.00 acres in order to create a subdivision known as *Corbin's Cove* Subdivision. The site is in Kuna City limits and is currently zoned R-6, a Medium Density Residential [MDR] ) zone. The applicant does not wish to change the zone.

The City of Kuna FLUM and the Comprehensive Plan for Kuna identifies this parcel as Medium Density Residential uses, which equals four (4) to eight (8) dwelling units per acre (DUA). This application requests 4.2 Net DUA. Staff views this proposal to be in concert with the FLUM and Comprehensive Plan.

Applicant proposes 21 home lots and 1 common lot (22 total) with the Corbin's Cove preliminary plat with a gross density (total property) of 3.56 DUA and net density (land that can be developed) of 4.4 DUA including 7,695 square feet of open space (or 2.5% of the overall project). The applicant should be conditioned to work with the Public Works department in order to bring utilities to the site in conformance with Kuna's regulations. Public utilities shall be provided at the developers cost, by extending existing utilities/facilities with sufficient sizes. Staff recommends the applicant be conditioned to provide street lights throughout the Sub that comply with KCC for distance, style and wattage, including street lights at all intersections and hydrants. The applicant's proposal is for a new single-family community. This development does not reach the 30 home threshold however, staff recommends the applicant work with the City engineer and the KRFD to address possible concerns about a long cul-de-sac and to work with KRFD on proper EMS access. Staff recommends that all streets be improved and dedicated as public roads.

A Design Review application accompanies this project and seeks approval for the open space included with this subdivision (19-33-DR). An HOA must be established for the care and maintenance for the common lot. Applicant is hereby notified that this project is subject to design review inspection fees. Required inspections (post construction), are to verify landscaping and street lights compliance prior to signature on the final plat or receiving Certificates of Occupancy. It is also noted that any changes to the landscape or street light plans must receive staff approval *prior* to changes being made. At the time of inspections, if field conditions are different than the approved plans, changes will be required until field conditions are compliant, and will be made at developers' expense.

Staff has determined these applications comply with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan and FLUM; and forwards Case No's 19-09-S and 19-33-DR, to the Commission with recommended conditions of approval listed in section 'M' of this report.

**F. Applicable Standards:**

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

**G. Procedural Background:**

On Tuesday June 9, 2020, the Commission considered the Corbin's Cove subdivision project, Case No's 19-09-S & 19-33-DR, including the applications, agency comments, staff's report and public testimony presented or given.

**H. Comprehensive Plan Analysis:**

The Commission may accept or reject the Comprehensive Plan components, and have determined the proposed preliminary plat request for the *site is consistent* with the following Comprehensive Plan components as described below:

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

**2.0 – Property Rights and Summary**

***Goal 1: Ensure the City land use policies, restrictions, conditions and fees do not violate private property rights and ensure that land use actions, decisions, and regulations do not effectively eliminate all economic value of the subject property. Ensure that City land use actions, decisions, and regulations do not prevent a private property owner from taking advantage of a fundamental property right and evaluate with guidance from the City attorney and the Idaho Attorney General's six criterion established to determine the potential for property "takings".***

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

**5.0 Economic Development Goals and Objectives - Summary:**

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

***Comment: The proposed application complies with the comprehensive plan by providing a unique set and arrangement of lot sizes, sidewalks and open space throughout to meet this goal.***

**6.0 Land Use Goals and Objectives - Summary:**

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

*Comment: The project complies with the land use plan as adopted by the City by incorporating the following; landscaped open space, sidewalks, unique/varied housing densities and types and promotes desirable, cohesive community character and a possibility for a quality neighborhood in an in-fill development.*

**8.0 - Public Services, Facilities and Utilities Goals and Objectives - Summary:**

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

*Comment: Kuna has adequate services for this development and the authority to approve the request. This application will expand the City's sanitary sewer system, potable water and adds to the pressure irrigation mainline in an orderly fashion and adds amenities and some open space for its residents.*

**9.0 - Transportation Goals and Objectives - Summary:**

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

*Comment: The project meets the transportation goals of the City by improving Sharp Lane (Private dirt road) with expanded rights-of-way along its frontage, adding sidewalks for public use and internal roads for transportation connections.*

**12.0 - Housing Goals and Objectives - Summary:**

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

*Comment: Applicant has proposed 21 total lots which will possibly contribute to high-quality lots of varied sizes to be developed in a logical and orderly manner. The development proposes varied and unique housing types, a common lot, and possibly amenities, therefore creating a pleasant neighborhood environment.*

**13.0 - Community Design Goals and Objectives - Summary:**

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

*Comment: The application incorporates sound community design and landscape features to integrate with surrounding uses to create a sense of place for the community and will foster neighborhood interactions and activities within its boundary.*

**I. Proposed Kuna City Code Analysis:**

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

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

2. The site is physically suitable for a subdivision.

**Comment:** *The approx. 6.00 acre subdivision has sufficient size to include a mix of lot sizes, neighborhood landscaped common lot.*

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

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

4. The subdivision application is *not* likely to cause adverse public health problems.

**Comment:** *The subdivision of the property follows the zoning designation per Kuna Code 5-13-9. The Medium Density zone requires connection to public sewer and water, therefore eliminating the occurrence of adverse public health problems. Through correspondence with public service providers and application evaluation, this project appears to avoid detriment to surrounding uses.*

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

**Comment:** *The subdivision design did consider the location of the property, classified roadway (School Ave.) and the system. The subject property can be connected to the City's public sewer, water and pressure irrigation facilities. The adjacent uses are complimentary uses as proposed in the Kuna Comprehensive Plan Future Land Use Map.*

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

#### **J. Recommendation of the Commission:**

Based on the facts outlined in staff's memo, the Comp Plan, City Code, the record before the Commission, the applicant's presentation, public testimony and discussion during the public hearing by the Planning and Zoning Commission of Kuna, Idaho, the Commission hereby recommends approval to City Council for Case No's 19-09-S, a Preliminary Plat request, and votes to *approve Case No. 19-33-DR, a Design Review request* by Gary McAllister with the following conditions of approval *at time of development*:

**19-09-S (Preliminary Plat)** During the public hearing by the Planning and Zoning Commission of Kuna, Idaho, the Commission hereby recommended approval to City Council for Case No's 19-09-S, a Preliminary Plat request by Gary McAllister, with the following conditions of approval:

- *Applicant shall follow the conditions outlined in the staff report,*
- *Staff to research if lot sizes were limited in a former development or annexation agreement,*
- *Applicant shall form an HOA to care for the perpetual care and maintenance for the ditch back and all other open spaces,*
- *Applicant shall work with Boise Project Board of Control on fence and maintenance strategies.*
- *Work with staff to increase the open space closer to 5%, and to move the common lot to the south side of the street and more centralized,*
- *Work with staff on amenities for the common lot (Gazebo & BBQ pit),*
- *The road will be a public road.*

**19-33-DR (Design Review)** During the public hearing by the Planning and Zoning Commission of Kuna, Idaho, voted to *approve Case No. 19-33-DR, a Design Review request* by Gary McAllister with the following conditions of approval at time of development:

- Applicant shall follow the conditions outlined in the staff report,
- Work with staff for compliant fencing along the ditch and perimeter,
- Staff to research if lot sizes were limited in a former development or annexation agreement,
- Work with staff to increase the open space closer to 5%, and to move the common lot to the south side of the street and more centralized,
- Work with staff on amenities for the common lot (Gazebo & BBQ pit).

And;

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
  - a. The City Engineer shall approve the sewer hook-ups.
  - b. The City Engineer shall approve drainage and grading plans.
  - c. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
  - d. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
  - e. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
  - f. The *Boise Project and Board of Control* shall approval any modifications to the existing irrigation system.
  - g. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permit.
  - h. Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and Idaho Transportation Department.
  - i. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District,
2. Installation of utility service facilities shall comply with requirements of the public utility or irrigation district providing services. All utilities shall be installed underground, see KCC 6-4-2-W.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site.
4. Street lighting shall use LED lights, with spacing and wattages meeting KCC 5-4-6; applicant shall coordinate a street light plan for P & Z approval in concert with the prepared construction drawings for the project.
5. Parking within the site shall comply with KCC 5-9-3.
6. Fencing within and around the site shall comply with Kuna City standards – KCC 5-5-5- A-J and KCC 6-4-2-E.
7. A sign permit is required prior to subdivision entrance sign construction and shall comply with KCC 5-10-4. *Monument signs will require a separate design review.*
8. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within three days or as the planting season permits as required to meet KCC 5-17-7 standards. Maintenance and planting within public rights-of-way shall be approved from the public entities owning the property.
9. Submit a petition to the City consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna

Municipal Pressure Irrigation System of the City (KMIS) prior to requesting final plat signature from the City Engineer.

10. The land owner/applicant/developer and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the Commission and/or Council, or seek amending them through public hearing processes.
11. The applicant's proposed preliminary plat (dated 02/04/20) shall be considered a binding site plan, or as modified and approved through the public hearing process.
12. Applicant shall remedy any outstanding code enforcement issues prior to recordation of a final plat.
13. Staff recommends that all streets be improved and dedicated as public roads.
14. Applicant shall work with KRFD to accommodate EMS access and all other requirements of the KRFD.
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.



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

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

K. Based upon the record contained in Case No's 19-09-S and 19-33-DR, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna City Commission hereby approves the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 19-09-S and 19-33-DR a request for Preliminary Plat and Design Review approval by Gary McAllister:

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

*Comment: The Commission held a public hearing on the subject applications on June 9, 2020, to hear from City staff, the applicant and to accept public testimony. The decision by the Council is based on the application, staff report and public testimony, both oral and written.*

2. Based on the evidence contained in Case No's 19-09-S and 19-33-DR, this proposal generally complies with the Comprehensive Plan and City Code.

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

3. Based on the evidence contained in Case No's 19-09-S and 19-33-DR, this proposal generally complies with the Kuna City Code.

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

4. The Kuna Planning and Zoning Commission has the authority to recommend approval to Council for Case No. 19-09-S, and to approve Case No. 19-33-DR.

*Comment: On June 9, 2020, the Commission voted to recommend approval of Case No. 19-09-S and to approve Case No. 19-33-DR.*

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

*Comment: Neighborhood Notices were mailed out to residents within 350-FT of the proposed project site on May 8, 2020, and a legal notice was published in the Kuna Melba Newspaper on May 6, 2020. The applicant placed a sign on the property on May 13, 2020.*

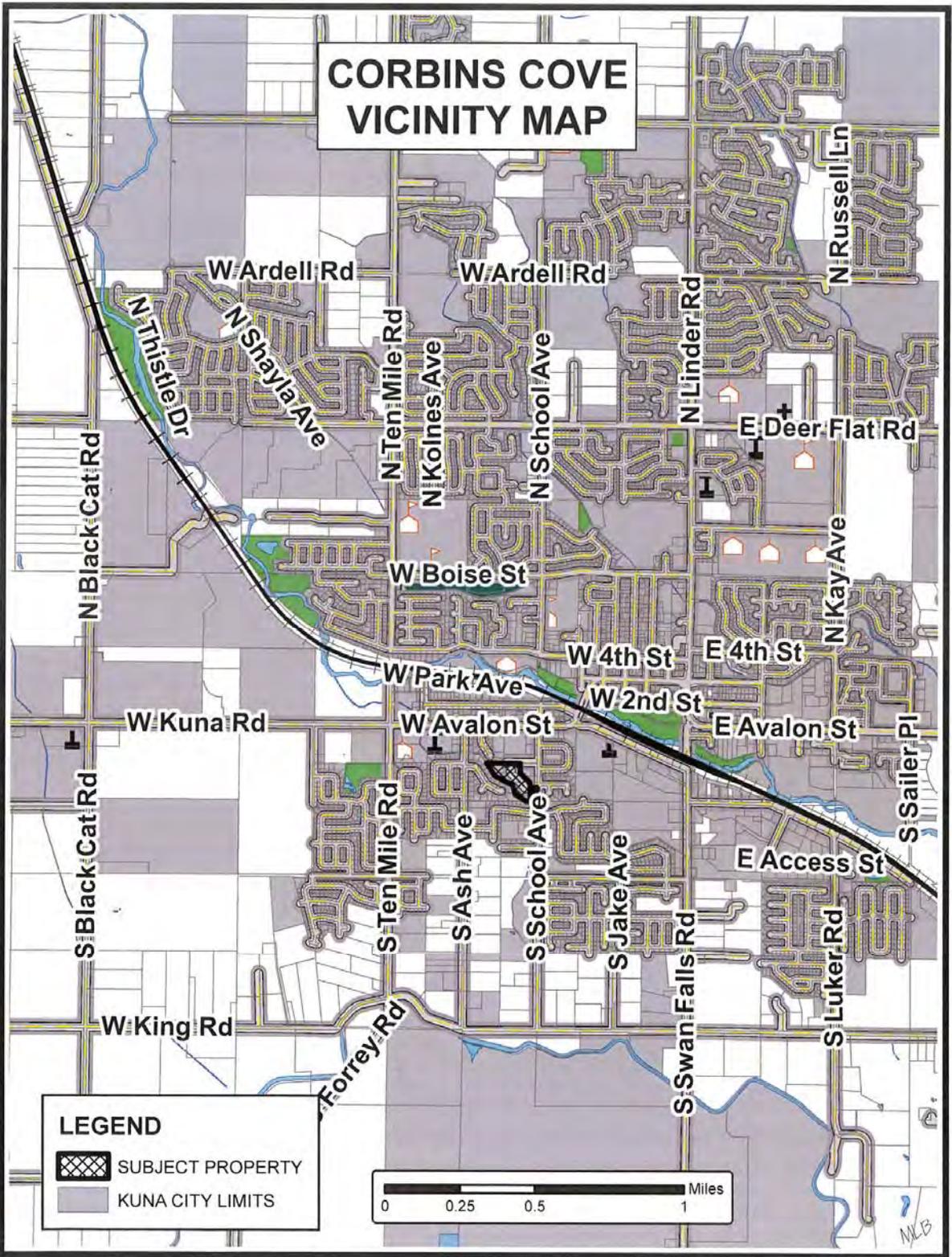
DATED: this 23<sup>rd</sup> day of June, 2020.

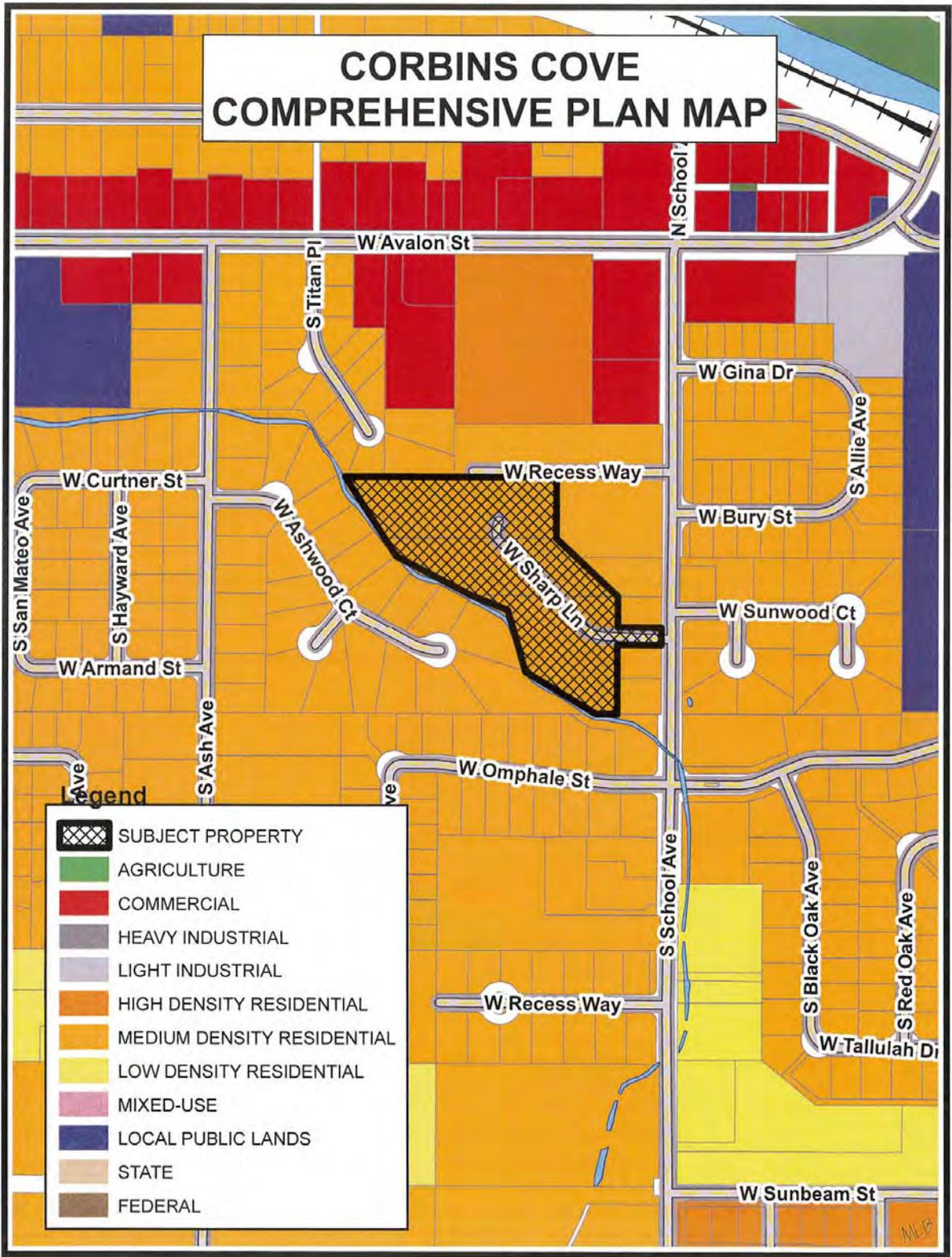
ATTEST:

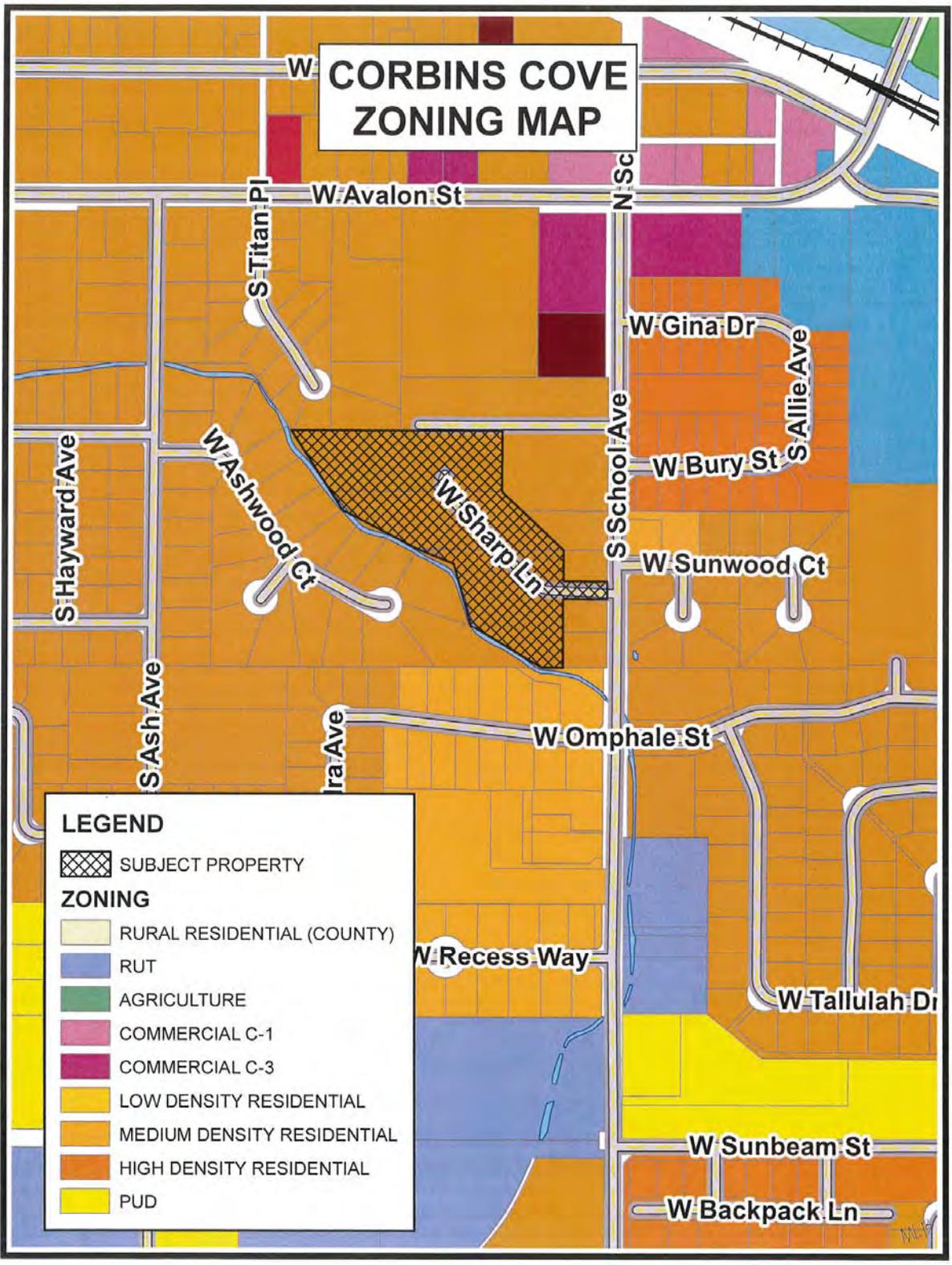
Troy Behunin, Planner III

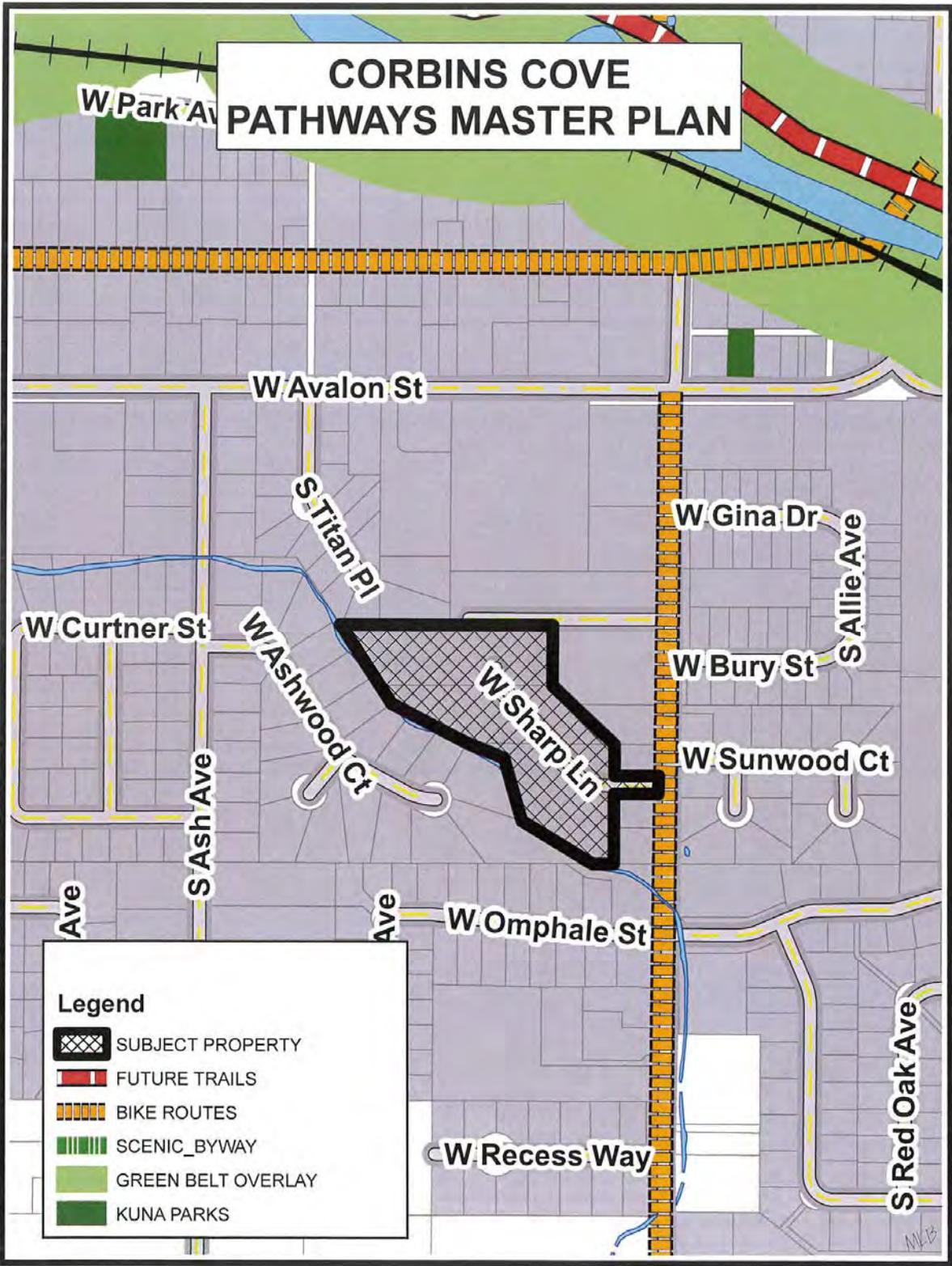
  
Lee Young, Chairman  
Kuna Planning and Zoning Commission

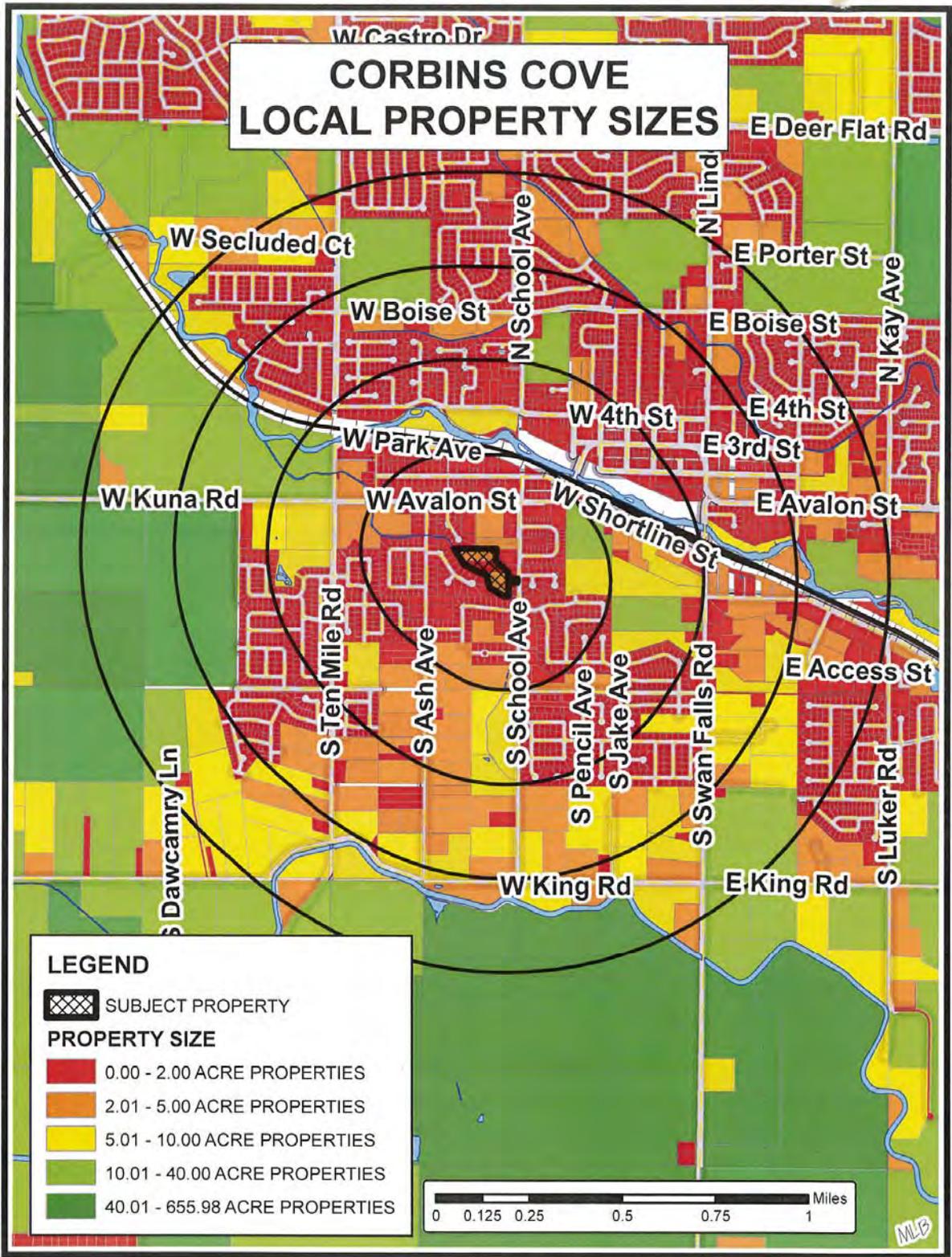
Kuna Planning and Zoning Department



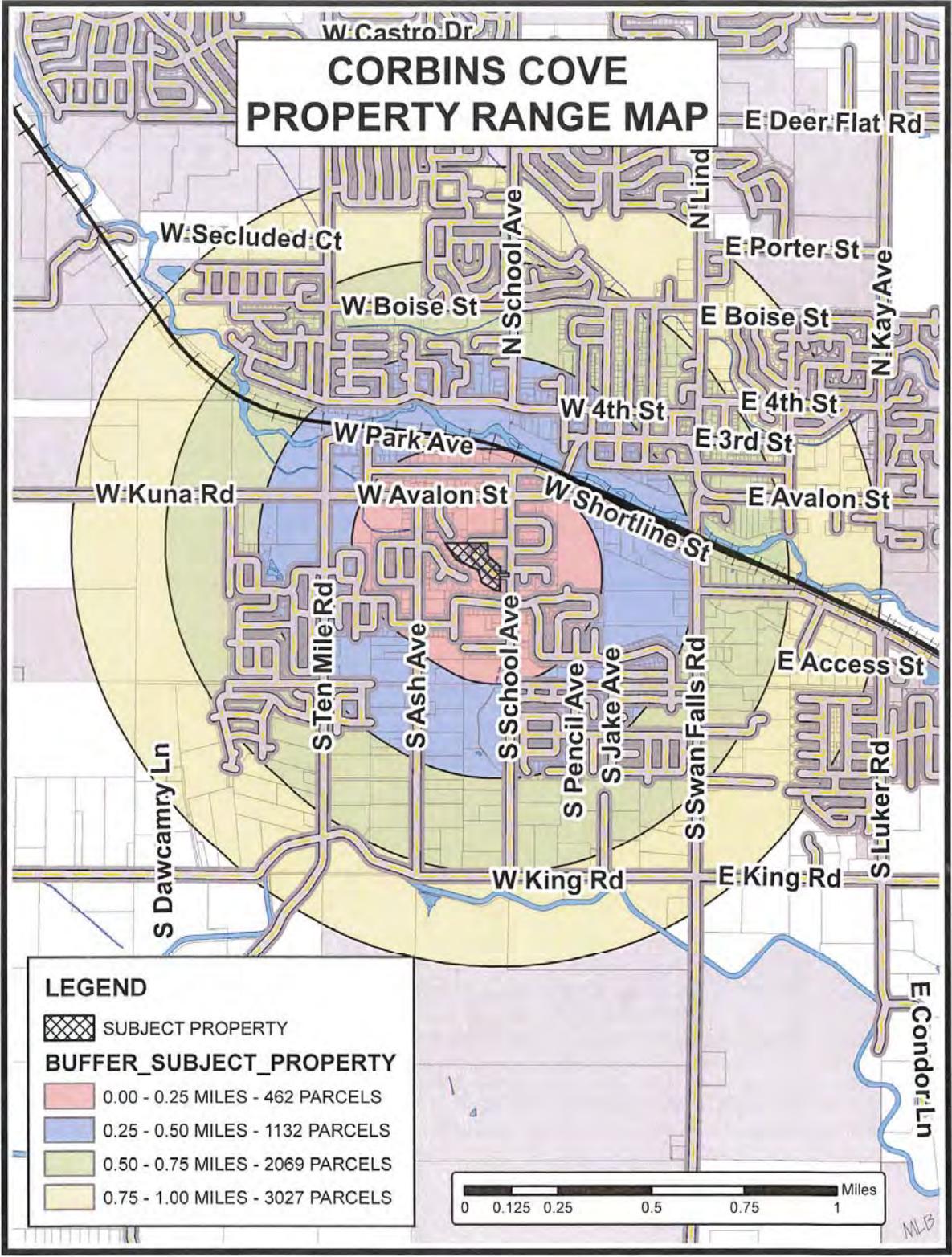


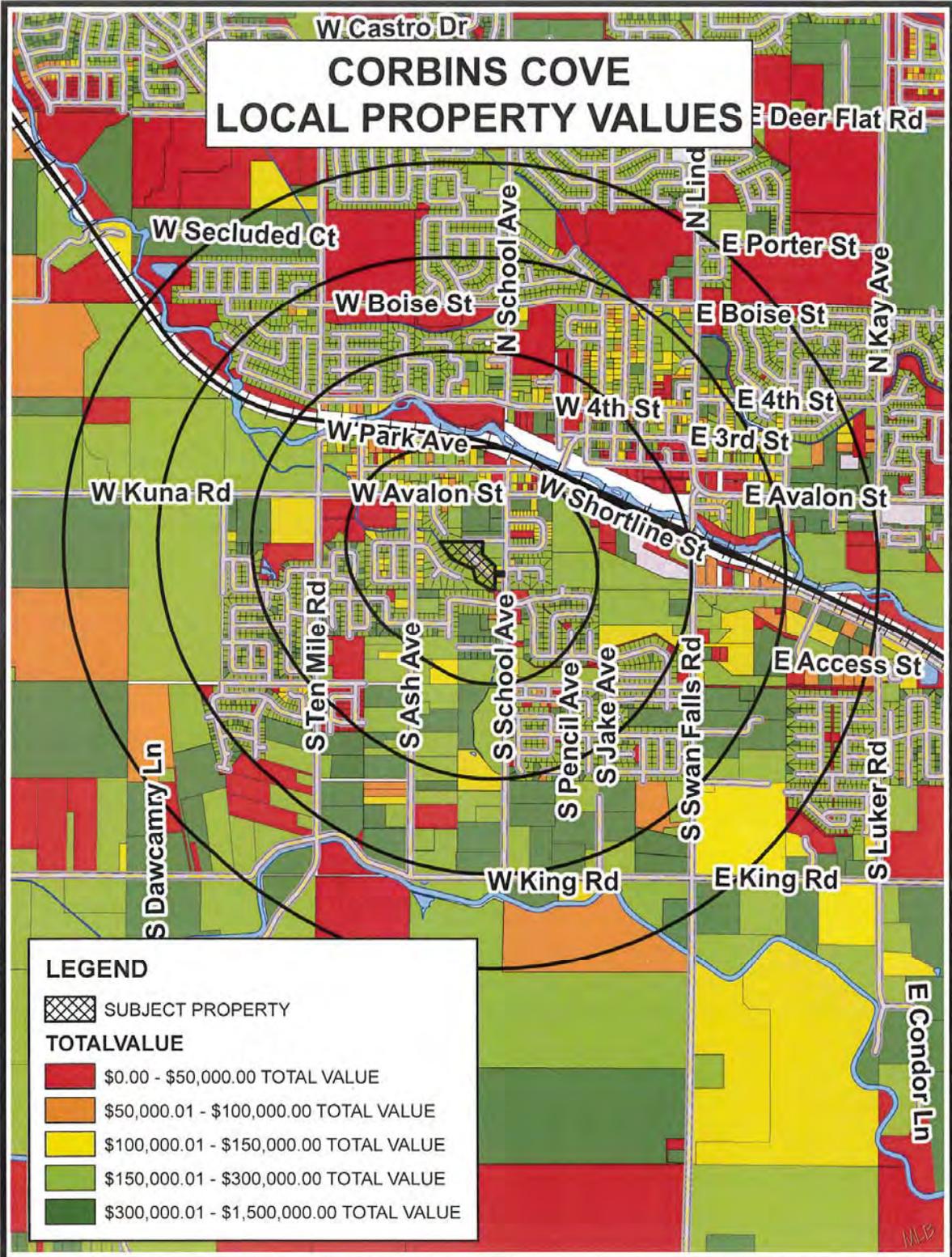














# PLANNING & ZONING COMMISSION MINUTES

**Tuesday, June 9, 2020  
6:00 PM**

*Under authority of the Governor's partial Open Meeting Law Suspension Proclamation dated March 13, 2020, and due to social distancing protocol, the **Council Chambers Audience Occupancy Capacity is 15.** Social Distancing was required.*

**Public testimony was received on the cases listed under Public Hearings within this Agenda via email, letter or virtual attendance**

**1. CALL TO ORDER AND ROLL CALL 6:03 PM**

**COMMISSIONERS:**

Chairman Lee Young  
Vice Chairman Dana Hennis  
Commissioner Cathy Gealy  
Commissioner Stephen Damron – Absent  
Commissioner John Laraway

**CITY STAFF PRESENT:**

Wendy Howell, Planning and Zoning Director  
Troy Behunin, Senior Planner  
Doug Hanson, Planner I  
Jessica Reid, Customer Service Representative III

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

**A. Planning and Zoning Commission Meeting Minutes**

*I. May 26, 2020*

**Commissioner Cathy Gealy moved to approve the Consent Agenda. Seconded by Commissioner Dana Hennis. Approved by the following roll call vote:**

**Voting Aye: Chairman Lee Young, Commissioner Dana Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.**

**Voting No: None**

**Absent: 1**

**Motion carried: 4-0-1**

**3. PUBLIC HEARING:**

**A. Case No. 20-01-CPF (Combined Preliminary & Final Plat) – Ensign No. 1 Combo Replat - ACTION ITEM**

**Troy Behunin:** Good evening Commissioners. For the record, Troy Behunin, 751 W. 4<sup>th</sup> Street here in Kuna, Planner III of the Planning and Zoning Department. The application we have for you is a re-plat of Block 1 of the Ensign Subdivision. Staff recommends that this be tabled to the next available Planning and Zoning Commission meeting due to a noticing infraction (*no Neighborhood Meeting held*); that is why it is not in your packets for you to review. We are asking that you table this to a date certain. **C/Young:** Will the 23<sup>rd</sup> work? **Unintelligible. C/Gealy:** I think the question is, does that give sufficient noticing time? **TB:** Yes.

**Commissioner Cathy Gealy moved to table 20-01-CPF to July 14, 2020. Seconded by Commissioner Dana Hennis. Motion carried 4-0-1.**

lots which was part of that agreement. *Unintelligible*.... I understand the Commissioners point of view. **C/Young:** Any questions at this time? Thank you. **C/Gealy:** Thank you. **C/Young:** That is all that I have seen here, is there anybody that has signed up online or anything I'm missing? Is there anybody present that has not signed up to testify on this application that would like to do so? Ok. Is there anything else that the applicant would like to add? Are there any questions? *Unintelligible*. With that I will close the testimony at 6:25 PM and that brings us up to our discussion. Question for you Troy, is the City aware of any agreements that mandated parcels for a future subdivision? Anything that mandated future lot sizes? **TB:** At this point in time staff is unaware of any formalized agreement that there was a condition of approval on an application outside of the scope on these properties or something general that says this area should be reserved for lots of this size or of that size. Unless there is a formal agreement in the catacomb's downstairs, I am not aware of that. I have been through the Development Agreement Booklet that the City has formalized agreements with developers that stretches back to the late ninety's and I cannot recall coming across anything on Sharp Lane. If there is something, it is likely not a formal agreement where it was voted on by the city council and was something that was recorded by the county recorders office; this is the first I'm hearing about it. **C/Laraway:** If Mr. Szpletts brings in some paperwork? **TB:** Again, staff would have to verify that it was recorded with the county or that there was something for these particular parcels, something that took place; a past letter of application cannot hold this application hostage. **C/Gealy:** Mr. Behunin, I heard Mr. Szpletts say that it was part of the annexation I think, that limited the lot size. Would that be something different that an application or a development agreement? An annexation agreement? **TB:** If that annexation had a preliminary plat tied to it or there was something else, we would have to take a look at that. I am unaware of any kind of lot size requirements on this property from another action. **C/Gealy:** Thank you. **TB:** Staff is willing to look it up and invest the time. **J/Laraway:** I think we need to look it up. **C/Young:** Are there any other questions? **C/Hennis:** I did have a couple of questions based on the letter as well. There was an indication, and I did not have a chance to actually look at the code on this myself but, do we know if the road length can be done on this public road? I know in Mr. Szpletts letter here it indicated that there was a certain length we exceeded in our code. Is that correct? **TB:** We do have that roadways are less than 500 feet however with that, there is something that if they are over a certain length that there is a terminus of sufficient radius so that emergency vehicles can get in there and do what they need to do. **C/Hennis:** And that's the 45 feet? I know that I saw that somewhere else; ok. And what about the code that specifies a minimum frontage? **TB:** I went back to look at the plat just to make sure that I didn't miss anything or on intake on the project; staff was unable to find any lots that were less than three to four feet above the minimum requirement. There were only two that were close, everything else was fine. **C/Young:** What I got out of Mr. Szpletts letter was that the minimum lot frontage for R-6 is 45 feet, and looking at the preliminary plat I think it falls within 48 feet or.... **TB:** It's over 48 feet. **C/Hennis:** Ya, I saw 47 or something like that. **TB:** And I believe there was only two lots that were under 50. And all of the lot sizes conform to the R-6 standard lot sizes, or R-3. **C/Hennis:** Now you also indicated that staff recommended possibly expanding the open space? **TB:** Correct, it's small for 21 lots. This is Winfield subdivision, by all definitions, this is Winfield 100%; it is bound by development on every side. Chances are there are going to be small children and they should have an area that's sufficient size where they can do what children do; run, play, throw a ball. **C/Hennis:** I've got a landscape plan but it cuts off half way through the cul-de-sac. **C/Young:** I think it is because of those areas and the narrow entry; there is landscaping at the entry and there is landscaping for the open space. **C/Hennis:** So, it just wasn't all included because of that. **TB:** They did not have sufficient room at the inlet from School

then they need to speak in order to see if it's legitimate. It's not necessarily something that we can entertain here tonight, we don't have the verification of that which the city will need to have. We are not downplaying what was discussed earlier we just don't have a way to verify that tonight; that there was not a previous annexation agreement. This would be a recommendation to city council. **C/Young:** Yup. **C/Hennis:** And we're ok with that lane? **TB:** Staff did have a verbal conversation with the Fire Chief about the length of the cul-de-sac, he focused on if there was a proper turnaround. He asked if there was a proper turnaround and I said there will be if they don't; he said that's all I'm asking. **C/Hennis:** So that is something that needs to be proper too because that's the only way they are going to get around. **C/Gealy:** That is included in the conditions of approval, it's number fourteen. **C/Hennis:** The other thing I want to make a point is the public versus private roads; we have determined that will be a public road correct? **TB:** Staff has recommended that be a public road. **C/Gealy:** The public roads are under condition thirteen. I might suggest we strike the beginning that says staff recommends and just make it a condition that all roads are improved and dedicated as public roads. **C/Hennis:** Another point brought up in the letter is one we've always had, is there availability of services on the south side? It's a priority of the city to figure something out with fire and ACHD. **C/Gealy:** If we do want to condition an increase in the size and location of the open space, how much open space would we like to see? I believe what is there now is 2.5% open space. Mr. Behunin, could you remind me what our standard is on the last Comp Plan for open space please. **TB:** The answer is that a project of this size should have 7% open space which this is a challenging parcel; I don't know how they will make it work. I'm not advocating either way for it, the Commission will have to decide what they would like to see. **C/Young:** We need to try to find that balance because it is such an odd shape and it is under the threshold. I think a larger area is in order. **C/Hennis:** How bound are we by that number. **TB:** Is 7% the target? If this project had been submitted 30 days later it would not meet the current requirement but it was in prior to that. **C/Young:** If this was in before the new requirement adopted by the city, do we try to find the middle? Something near 5% maybe? **C/Dennis:** Ideally, I would like to see something more but it doesn't have to conform to the present standard; I think a happy medium would be good. **C/Gealy:** I would like to see 7%. I have a question that is procedural, could we include as a condition that staff and applicant discuss the limit on lot sizes that could have part of a previous agreement then continue with are other conditions and make a decision whether we can make approval or not? **C/Young:** I think we can make our recommendations and have that as a condition that prior to our recommendation of approval, the city verify the conditions of lot size. **TB:** Yes, the Commission can make that a condition of approval that staff verify prior to it going to city council. If it is part of your recommendation then it will make it into their packets along with the minutes. It is the choice of the Commission. **C/Hennis:** Again, in regards to procedural here, since the open space is more occurring in the Design Review which is out decision scope, we are the governing body there. **C/Young:** *Unintelligible*... work with the irrigation district around the canal bank/**Hennis:** I agree. What do you want to do with open space, we need to set a guideline? I respect Commissioner Gealys opinion on that but we can meet a happy medium. We can't necessarily hit them with an ordinance that wasn't in effect at the time but we need to realistically request an increase in open space. **C/Gealy:** With those kinds of questions can we realistically make a decision on the Design Review? **C/Young:** I think we would have to come up with a number on the open space. **C/Gealy:** And the location. **C/Hennis:** I agree. If we can set some guidelines on how much open space and where we want it, we could make a decision. I think we could comfortably give guidelines in the conditions if we set some guidelines. **C/Young:** A better location would be south where the current parcel 5, 6,7; somewhere in that area, it centralizes that open space. **C/Hennis:** I was looking at 6 and 7

order to operate an In-Home Childcare Facility in an existing residence located at 727 North Katie Way, Kuna, ID 83634. Staff has determined that application complies with Title 5 of Kuna City Code and Idaho Code. There was a late submittal which is not in your packet so I will read it into the record:

Planning and Zoning Committee, I have enclosed 8 copies of Spicewood Subdivision CC and R's showing that article V. Section 5.01 states that "Lots shall be used only for residential purposes." Therefore, the request for an in-home day care at 727 N. Katie Way needs to be denied. Thank You, Spicewood Home Owner.

With that I shall stand for any questions. **C/Hennis:** There was no name on that? **DH:** No name accompanied the letter. **C/Young:** As the city goes, we cannot enforce an HOA matter? **DH:** That is correct. **C/Young:** Are there any questions for staff at this time? **C/Gealy:** I have two questions and one is in regards to the parking; is there sufficient parking for up to six infants to be dropped off. **DH:** They will be dropped off using the driveway and the frontage of the house. Mrs. Brauniesen will be the only employee so she will park in the driveway. There isn't anything in code regarding in-home daycare for a drop-off. **C/Gealy:** My second question, I attempted to find out for myself, there is something that I seem to recall that there be a limit on the number of infants allowed in a care facility based on the number of staff? **DH:** There is a point system based on Idaho Code 39.11, I believe is the exact number, and children three years are counted as 1.5 points per child and infants up to three years are counted as 2.5 points per child; each staff member is allowed a total of 12 points. **C/Gealy:** Thank you, I have no other questions. **C/Hennis:** One quick question, this is one of the things where the SUP must be in place in order for the state to do the required inspections but we want the inspection to happen before the SUP; all that must work in concert though. **DH:** Yes, in the conditions we will not award the Special Use Permit until the state signs off. The city clerk will not sign the business license until the state has granted the license. **C/Young:** The applicant may speak now. **JR:** Karla, you may speak now; please state your name and address for the record. **KB:** Karla Braunisen, 727 N Katie Way in Kuna, Idaho. **C/Young:** Is there anything that you would like to add? **JR:** Karla, do you have anything to add to what staff presented? **KB:** No. **JR:** She does not. **C/Young:** I will open up the public hearing at 7:20 PM. I do not see anybody listed on the sign-up sheet, is there anybody signed up online? **JR:** No, there are no persons. **C/Young:** With that I will close the public hearing at 7:21 PM. **C/Hennis:** Do we need to make her aware of the late comment? **C/Young:** No, it was read into record and she was listening, correct? **JR:** Karla, did you hear the letter that was read into the record? **KB:** Yes. **JR:** Yes, she has. **C/Hennis:** Does she have any comments? **JR:** Karla, do you have any comments on the letter? **KB:** I operated a daycare 22 years ago in this same house and there were no issues at that time. **C/Young:** Has the applicant seen and read the staffs conditions of approval? **JR:** Karla, have you seen and read the staffs conditions of approval? **KB:** Yes. **JR:** She has. **C/Hennis:** And she doesn't have any issues with them? **JR:** Do you have any issues with those? **KB:** No. **JR:** No, she does not. **C/Young:** As far as out discussion goes, I agree with the conditions set by staff and I have no issues with this. **C/Hennis:** As long as she complies with the Fire Marshalls inspections and the state inspections then I see no issue.

**Commissioner Dana Hennis moved to approve 20-02-SUP (Special Use Permit) for in-home daycare at 727 N. Katie Way with conditions as outlined in the staff report. Seconded by Commissioner Cathy Gealy. Motion carried 4-0-1.**

**E. Northern Boundary Area of City Impact Expansion – ACTION ITEM**

**Wendy Howell:** Staff is requesting that this be tabled until June 23<sup>rd</sup>.

**Commissioner Cathy Gealy** moved to table the Northern Area of City Impact Expansion until June 23, 2020. Seconded by Commissioner Dana Hennis. Motion carried 4-0-1.

**4. BUSINESS ITEMS:**

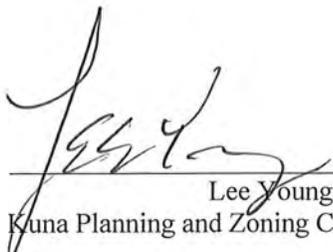
**A. Case No. 20-06-DR (Design Review) & 20-04-SN (Sign) Malaspina Ranch Monument Sign – ACTION ITEM**

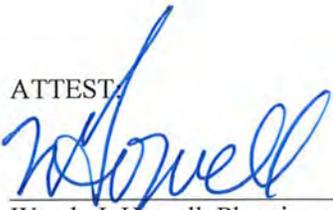
**Doug Hanson:** Good evening Mr. Chairman and members of the Commission. For the record, Doug Hanson, Planning and Zoning Staff, 751 W. 4<sup>th</sup> Street, Kuna, Idaho, 83634. The applicant request sign and design review approval for an approximately 32 square foot monument sign. The subject site is located at W. Walker Lane, Kuna, ID 83634 (APN# R3785270042). The sign complies with Title 5 of Kuna City Code and Idaho State Code; with that I will stand for any questions you may have. **C/Hennis:** Is the applicant present? **DH:** The applicant did not respond to the request to testify. **C/Young:** *Unintelligible...* the materials. **C/Hennis:** The materials are written out in the letter of intent. **C/Young:** I have no issues. **C/Hennis:** I assume the HOA is required to take care of this? It's wood so it needs upkeep; staff do you have any input on that? **JH:** Mr. Chairman, members of the Commission, for the record, Jace Hellman, Kuna Planning and Zoning Staff, 751 W. 4<sup>th</sup> Street, Kuna, Idaho, 83634. Currently in the sign ordinance and the new sign ordinance you heard tonight, there is a clause for maintenance of the sign. The owner of the sign is responsible for the maintenance, additionally, it is in their CC&R's, we have not received a final plat for this project yet. Basically, it is covered on both sides.

**Commissioner Dana Hennis** moved to approve Case No. 20-06-DR (Design Review) and 20-04-SN (Sign) as outlined with the conditions of approval. Seconded by Commissioner Dana Hennis. Motion carried 4-0-1.

**5. ADJOURNMENT: 7:34 PM**

**Commissioner Dana Hennis** moved to adjourn. Seconded by Commissioner John Laraway. Motion carried 4-0-1.

  
\_\_\_\_\_  
Lee Young, Chairman  
Kuna Planning and Zoning Commission

ATTEST  
  
\_\_\_\_\_  
Wendy I. Howell, Planning and Zoning Director  
Kuna Planning and Zoning Department

**ORDINANCE NO. 2020-26  
CITY OF KUNA**

**ANNUAL APPROPRIATION ORDINANCE  
Fiscal Year 2020-2021**

**AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, PROVIDING FOR FINDINGS, PROVIDING FOR THE ADOPTION OF A BUDGET AND THE APPROPRIATION OF EXPENDITURE OF SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF KUNA, IN ACCORDANCE WITH OBJECT AND PURPOSES AND IN THE CERTAIN AMOUNTS HEREIN SPECIFIED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING ON SEPTEMBER 30, 2021; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY OF THE CITY OF KUNA AND PROVIDING FOR AN EFFECTIVE DATE AND THE FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE IDAHO SECRETARY OF STATE, THE ADA COUNTY CLERK, AND THE IDAHO STATE TAX COMMISSION.**

**BE IT ORDAINED** by the Mayor and City Council of the City of Kuna, Ada County, Idaho.

**Section 1 - Title:**

- 1.1** This Ordinance shall be entitled and cited as the "Fiscal Year 2020-2021 Annual Appropriation Ordinance of the City of Kuna."

**Section 2 – Findings:**

The City Council finds that:

- 2.1** Pursuant to Idaho Code 50-1003, the City Council is required, prior to the commencement of each fiscal year, to pass an ordinance to be termed the annual appropriation ordinance, which in no event shall be greater than the amount of the proposed budget, in which the City Council appropriates such sums of money as the City Council deems necessary to defray all necessary expenses and liabilities of the City of Kuna and which ordinance shall specify the object and purposes for which such appropriations are made and the amount appropriated for each object or purpose; and
- 2.2** A budget was duly prepared estimating the probable amount of money necessary for all purposes for which an appropriation is to be made, including interest and principal due on the bonded debt and sinking itemizing and classifying the proposed expenditures by department, fund, or service, as nearly as may be practicable, and specifying any fund balances accumulated, which was tentatively approved and advertised and a public hearing was held by the City Council all in accordance with the provisions of Idaho Code Section 50-1002; and

- 2.3 The total revenue anticipated to be available to the City of Kuna during Fiscal Year 2020-2021 is correctly stated in the Adopted Budget which is herein set forth in Section 3; and
- 2.4 The appropriations and sums of money as are hereinafter set forth in Section 3 are deemed necessary to defray all the necessary expenses and liabilities of the City of Kuna for Fiscal Year 2020-2021.
- 2.5 The City Council, as required by Idaho Code Section 50-1002, has published notice of the time and place of the public hearing on this budget, which notice included the herein adopted budget expenditures and revenues by fund and/or department including the two (2) previous fiscal years, and a statement of the estimated revenue from property taxes and the total amount from sources other than property taxes of the City for fiscal year 2020-2021; and
- 2.6 The City Council, as required by Idaho Code Section 63-802(1)(e), has published notice of the time and place of the public hearing for the amount of the forgone increase in this adopted budget and the specific purpose for which the foregone increase is being budgeted.

### **Section 3 - Adoption of Budget and Appropriation of Expenditure**

- 3.1 The City Council does hereby adopt the budget and the appropriation of expenditures for the City of Kuna, Idaho, for the fiscal year beginning October 1, 2020 and ending September 30, 2021 to read as follows:
- 3.1.1 That the sum of \$51,320,825 be, and the same is appropriated to defray the necessary expenses and the liabilities of the City of Kuna, Ada County, Idaho, for the fiscal year beginning October 1, 2020.
- 3.1.2 The objects and purposes for which such appropriation is made, and the amount of each object and purpose is as follows:

<b><u>ESTIMATED EXPENDITURES</u></b>	
<b><u>GENERAL FUND</u></b>	
<i>Operating Expenditures</i>	\$9,674,353
<i>Debt Service</i>	\$0.00
<i>Interfund Transfers</i>	\$1,118,269
<i>Capital</i>	\$0.00
<b>Total General Fund</b>	<b>\$10,792,622</b>
<b><u>CAPITAL PROJECTS FUND</u></b>	
<i>Capital</i>	<b>\$1,814,339</b>
<b><u>AGENCY FUND</u></b>	
	<b>\$0</b>

<b><u>LATE COMERS FUND</u></b>	<b>\$5,578,076</b>
<b><u>GRANT FUND</u></b>	<b>\$896,856</b>
<b><u>PARK IMPACT FEE &amp; CAPITAL PROJECTS FUND</u></b>	<b>\$2,376,483</b>
<b><u>POLICE IMPACT FEE FUND</u></b>	<b>\$127,783</b>
<b><u>PROPRIETARY FUNDS</u></b>	
<b>Water Fund</b>	<b>\$12,104,616</b>
<i>Operating Expenditures</i>	\$9,823,256
<i>Debt Service</i>	\$0.00
<i>Capital</i>	\$2,281,360
<b>Sewer Fund</b>	<b>\$9,971,489</b>
<i>Operating Expenditures</i>	\$7,830,029
<i>Debt Service</i>	\$0.00
<i>Capital</i>	\$2,141,460
<b>Irrigation Fund</b>	<b>\$5,169,060</b>
<i>Operating Expenditures</i>	\$4,516,380
<i>Debt Service</i>	\$0.00
<i>Capital</i>	\$652,680
<b>Solid Waste Collection Fund</b>	<b>\$2,489,501</b>
<i>Operating Expenditures</i>	\$2,489,501
<i>Debt Service</i>	\$0.00
<b>TOTAL PROPRIETARY FUNDS</b>	<b>\$29,734,666</b>
<b>GRAND TOTAL ALL FUNDS</b>	<b>\$51,320,825</b>

**Section 4.** That a general tax levy on all taxable property within the City of Kuna be levied in the amount of \$3,571,119 for the general purposes in said City for the fiscal year beginning October 1, 2020. Included therein is the levy of foregone property taxes in the amount of \$1106.

**Section 5.** The City Clerk is directed to forthwith publish this Ordinance in one issue of the Kuna-Melba News, the newspaper of general circulation in the City of Kuna and the official newspaper of said City and file a certified copy of the same with the Office of the Secretary of State of the State of Idaho, as provided in Idaho Code Section 50-1003, and with the Ada County Clerk and the Idaho State Tax Commission as provided in Idaho Code Section 63-802 and the same shall be in full force and effect from and after its passage, approval and publication.

**PASSED** under suspension of rules, upon which a roll call vote was taken and duly enacted an ordinance of the City of Kuna, Ada County, Idaho at a convened meeting of the Kuna City Council held on September 15, 2020.

CITY OF KUNA

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

ATTEST:

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

REVENUE BUDGET PROPOSAL - CITY OF KUNA - FYE 2021

GENERAL FUND

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
<b>TAX REVENUE</b>												
01-4100	Property Tax Revenue	\$3,571,119	\$3,286,683	\$3,181,873	\$2,760,029	\$2,653,922	\$2,406,887	\$2,331,587	\$2,121,168	\$2,067,086	\$1,934,595	\$1,917,767
01-4110	Property Tax Interest & Penalty	\$3,001	\$3,001	\$3,169	\$3,986	\$2,832	\$3,662	\$5,147	\$5,226	\$4,396	\$3,875	\$5,555
01-4001	Sales Tax Revenue Sharing - State	\$1,452,659	\$1,360,642	\$850,419	\$858,039	\$703,634	\$761,490	\$654,195	\$625,080	\$623,563	\$656,988	\$545,184
01-4120	Sales Tax Revenue Sharing - County	\$216	\$184,848	\$343,869	\$351,288	\$249,206	\$297,591	\$218,547	\$244,319	\$200,321	\$204,059	\$159,598
		<b>\$5,026,995</b>	<b>\$4,835,175</b>	<b>\$4,379,329</b>	<b>\$3,973,341</b>	<b>\$3,609,594</b>	<b>\$3,469,632</b>	<b>\$3,209,476</b>	<b>\$2,995,793</b>	<b>\$2,895,366</b>	<b>\$2,799,516</b>	<b>\$2,628,104</b>
<b>INTERGOVERNMENTAL REVENUE</b>												
01-4000	State Liquor Distribution	\$224,425	\$219,425	\$197,976	\$205,624	\$177,760	\$183,479	\$155,120	\$157,220	\$143,195	\$146,746	\$131,925
01-4130	County Fine Distribution	\$8,552	\$8,552	\$8,500	\$10,527	\$9,037	\$10,158	\$29,474	\$27,968	\$42,795	\$41,598	\$32,309
		<b>\$232,977</b>	<b>\$227,977</b>	<b>\$206,476</b>	<b>\$216,151</b>	<b>\$186,797</b>	<b>\$193,637</b>	<b>\$184,594</b>	<b>\$185,188</b>	<b>\$185,990</b>	<b>\$188,344</b>	<b>\$164,234</b>
<b>LICENSES/PERMITS/FEE REVENUE</b>												
01-4170	Franchise Fees	\$349,110	\$339,110	\$320,464	\$330,544	\$317,560	\$314,380	\$287,270	\$277,363	\$267,391	\$269,028	\$275,307
01-4180	Business Licenses	\$5,000	\$6,500	\$4,118	\$4,272	\$3,411	\$3,066	\$2,531	\$2,164	\$301	\$798	\$184
01-4183	Wine Licenses	\$2,500	\$2,500	\$2,813	\$2,250	\$2,078	\$2,050	\$800	\$950	\$1,700	\$1,700	\$1,800
01-4181	Liquor Licenses	\$6,000	\$5,625	\$6,250	\$5,625	\$6,344	\$7,187	\$6,101	\$6,101	\$5,063	\$5,625	\$5,625
01-4182	Beer Licenses	\$3,000	\$2,875	\$3,333	\$3,000	\$2,490	\$2,813	\$1,897	\$1,788	\$2,375	\$2,575	\$2,500
01-4184	Animal Licenses	\$11,500	\$7,500	\$11,843	\$11,882	\$7,373	\$7,159	\$6,465	\$6,706	\$6,254	\$6,240	\$5,407
01-4190	Catering Permit	\$293	\$0	\$293	\$670	\$240	\$420	\$179	\$240	\$241	\$180	\$220
01-4193	Vendor Permits	\$882	\$1,025	\$882	\$1,050	\$1,443	\$1,305	\$385	\$415	\$525	\$465	\$424
		<b>\$378,286</b>	<b>\$365,135</b>	<b>\$349,997</b>	<b>\$359,293</b>	<b>\$340,939</b>	<b>\$338,381</b>	<b>\$305,628</b>	<b>\$295,727</b>	<b>\$283,850</b>	<b>\$286,610</b>	<b>\$291,467</b>
<b>MISCELLANEOUS REVENUE</b>												
01-4155	Administrative Services	\$5,260	\$9,560	\$5,260	\$5,589	\$1,384	\$5,756	\$1,384	\$1,399	\$1,384	\$1,291	\$1,384
01-4185	Miscellaneous Income	\$50,000	\$52,699	\$50,000	\$55,749	\$1,300	\$51,255	\$1,300	\$4,112	\$1,300	\$3,389	\$0
01-4173	Interest Revenue	\$55,000	\$111,574	\$45,000	\$82,172	\$3,904	\$19,137	\$2,933	\$3,235	\$812	\$2,156	\$812
01-4195	Rental Income	\$3,000	\$2,936	\$3,926	\$4,605	\$3,200	\$4,065	\$2,900	\$2,900	\$2,900	\$2,900	\$2,900
		<b>\$113,260</b>	<b>\$176,768</b>	<b>\$104,186</b>	<b>\$148,116</b>	<b>\$9,788</b>	<b>\$80,212</b>	<b>\$8,517</b>	<b>\$11,646</b>	<b>\$6,396</b>	<b>\$9,736</b>	<b>\$5,096</b>
<b>SENIOR CENTER ACTIVITY - MISCELLANEOUS REVENUE</b>												
01-4195-1001	Rental Income	\$3,600	\$4,865	\$6,340	\$6,010	\$6,100	\$6,090	\$5,805	\$5,890	\$6,635	\$5,380	\$5,380
<b>BUILDING- LICENSES/PERMITS/FEES REVENUE (FORMERLY P&amp;Z)</b>												
01-4155-1005	Administrative Services	\$67,900	\$81,905	\$67,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
01-4360-1005	Building Permits	\$936,776	\$936,776	\$1,054,157	\$1,010,733	\$640,890	\$752,314	\$551,645	\$599,596	\$369,891	\$422,639	\$268,595
01-4391-1005	IRES Check Fees	\$17,895	\$17,895	\$18,500	\$17,925	\$9,833	\$13,225	\$7,520	\$10,130	\$5,695	\$7,640	\$4,631
01-4392-1005	Mechanical Permits	\$126,652	\$126,652	\$123,997	\$117,953	\$81,862	\$106,775	\$57,960	\$71,039	\$39,953	\$42,838	\$29,245
01-4361-1005	Plumbing Permits	\$200,814	\$200,814	\$196,271	\$205,795	\$130,627	\$162,501	\$92,486	\$118,579	\$78,156	\$88,772	\$43,846
01-4362-1005	Electrical Permits	\$225,644	\$225,644	\$213,127	\$227,462	\$141,453	\$182,398	\$107,637	\$132,182	\$119,339	\$121,218	\$62,152
		<b>\$1,575,681</b>	<b>\$1,507,781</b>	<b>\$1,673,951</b>	<b>\$1,579,868</b>	<b>\$1,004,664</b>	<b>\$1,217,213</b>	<b>\$817,248</b>	<b>\$931,525</b>	<b>\$613,034</b>	<b>\$683,108</b>	<b>\$408,469</b>
<b>PLANNING AND ZONING - MISCELLANEOUS REVENUE</b>												
01-4155-1003	Administrative Services	\$147,795	\$147,795	\$203,699	\$336,946	\$131,255	\$134,385	\$148,706	\$145,715	\$84,353	\$110,617	\$86,109
01-4185-1003	Miscellaneous Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$98	\$0	\$0	\$0
01-4358-1003	Development Support Services	\$6,529	\$10,567	\$6,529	\$45,440	\$4,476	\$5,500	\$10,410	\$10,240	\$4,173	\$4,395	\$2,573
01-4550-1003	Inspection Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		<b>\$154,323</b>	<b>\$158,361</b>	<b>\$210,228</b>	<b>\$382,386</b>	<b>\$135,731</b>	<b>\$139,885</b>	<b>\$159,116</b>	<b>\$156,053</b>	<b>\$88,526</b>	<b>\$115,012</b>	<b>\$88,682</b>
<b>PARKS ACTIVITY - LICENSES/PERMITS/FEES REVENUE</b>												
01-4195-1004	Rental Income	\$3,000	\$1,630	\$6,560	\$6,462	\$1,746	\$4,765	\$2,093	\$1,430	\$1,467	\$1,505	\$3,900
<b>PARKS ACTIVITY - MISCELLANEOUS REVENUE</b>												
01-4197-1004	RV Dump Revenue	\$4,500	\$4,303	\$4,017	\$4,113	\$1,685	\$3,799	\$2,093	\$1,430	\$1,467	\$1,505	\$3,900
01-4185-1004	Miscellaneous Income	\$0	\$0	\$0	\$0	\$0	\$75	\$0	\$0	\$0	\$0	\$0
		<b>\$4,500</b>	<b>\$4,303</b>	<b>\$4,067</b>	<b>\$4,113</b>	<b>\$1,685</b>	<b>\$3,874</b>	<b>\$2,093</b>	<b>\$1,430</b>	<b>\$1,467</b>	<b>\$1,505</b>	<b>\$3,900</b>
<b>OTHER REVENUE</b>												
01-4900	Transfer In	\$0	\$380,239	\$0	\$244,682	\$0	\$206,712	\$0	\$0	\$0	\$0	\$0
01-4950	Carryover	\$3,300,000	\$3,623,602	\$2,605,966	\$2,493,184	\$1,968,028	\$2,605,230	\$1,411,604	\$1,587,703	\$1,646,344	\$1,587,703	\$1,206,561
		<b>\$3,300,000</b>	<b>\$4,003,841</b>	<b>\$2,605,966</b>	<b>\$2,737,866</b>	<b>\$1,968,028</b>	<b>\$2,811,942</b>	<b>\$1,411,604</b>	<b>\$1,587,703</b>	<b>\$1,646,344</b>	<b>\$1,587,703</b>	<b>\$1,206,561</b>
<b>GRAND TOTAL REVENUE</b>		<b>\$10,792,622</b>	<b>\$10,905,596</b>	<b>\$9,547,100</b>	<b>\$9,413,606</b>	<b>\$7,265,072</b>	<b>\$8,265,630</b>	<b>\$6,106,174</b>	<b>\$6,172,386</b>	<b>\$5,729,075</b>	<b>\$5,678,420</b>	<b>\$4,805,793</b>
<b>GRAND TOTAL WITHOUT CARRYOVER</b>		<b>\$7,492,622</b>	<b>\$7,281,994</b>	<b>\$6,941,134</b>	<b>\$6,920,421</b>	<b>\$5,297,044</b>	<b>\$5,660,400</b>	<b>\$4,694,570</b>	<b>\$4,584,683</b>	<b>\$4,082,731</b>	<b>\$4,090,716</b>	<b>\$3,599,232</b>

EXPENDITURE BUDGET PROPOSAL - CITY OF KUNA - FYE 2021  
GENERAL FUND

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
<b>PUBLIC SAFETY EXPENDITURES</b>												
01-6000	Law Enforcement Services	\$2,558,929	\$2,501,395	\$2,501,394	\$2,206,149	\$2,206,149	\$1,914,284	\$1,914,284	\$1,594,843	\$1,594,843	\$1,569,904	\$1,569,904
01-6203	Prosecutorial Services	\$54,000	\$54,000	\$54,000	\$55,570	\$55,570	\$52,552	\$52,552	\$50,794	\$50,794	\$53,700	\$51,711
01-6005	Animal Control Services	\$109,540	\$111,381	\$114,138	\$70,278	\$70,250	\$66,059	\$66,158	\$61,633	\$61,715	\$59,848	\$59,865
		<b>\$2,722,469</b>	<b>\$2,666,776</b>	<b>\$2,669,532</b>	<b>\$2,331,997</b>	<b>\$2,331,969</b>	<b>\$2,032,895</b>	<b>\$2,032,994</b>	<b>\$1,707,270</b>	<b>\$1,707,352</b>	<b>\$1,683,452</b>	<b>\$1,681,480</b>
<b>LABOR &amp; BENEFITS - ADMIN.</b>												
01-5000	Salaries & Wages - Elected Officials	\$98,844	\$96,248	\$96,988	\$97,417	\$92,925	\$88,556	\$92,400	\$88,200	\$91,350	\$80,711	\$84,750
01-5005	Salaries & Wages - Staff	\$296,917	\$274,768	\$276,502	\$262,877	\$331,143	\$268,560	\$294,365	\$250,701	\$252,100	\$226,121	\$213,246
01-5800	OASDI - Employer	\$24,537	\$28,751	\$23,156	\$21,292	\$26,292	\$27,416	\$23,979	\$20,714	\$21,294	\$15,543	\$18,476
01-5810	Medicare - Employer	\$5,739	\$5,285	\$5,416	\$4,980	\$6,149	\$4,863	\$5,608	\$4,771	\$4,980	\$3,635	\$4,321
01-5820	Group Medical Insurance	\$63,505	\$65,098	\$53,279	\$45,183	\$52,824	\$54,485	\$47,058	\$44,613	\$44,628	\$35,253	\$33,462
01-5830	Group Life Insurance	\$229	\$160	\$229	\$196	\$357	\$326	\$326	\$325	\$325	\$316	\$316
01-5840	PERSI Employer 401 (a)	\$47,281	\$45,434	\$44,622	\$39,597	\$49,520	\$39,979	\$45,203	\$40,187	\$40,187	\$38,991	\$34,496
01-5850	Worker's Compensation Insurance	\$1,507	\$2,305	\$1,454	-\$1,775	\$3,088	-\$2,549	\$2,844	\$1,971	\$2,177	\$1,601	\$1,658
01-5860	Group Dental & Vision Insurance	\$7,000	\$6,124	\$4,794	\$4,775	\$4,939	\$4,389	\$4,419	\$4,620	\$4,617	\$3,121	\$3,044
01-6280	Unemployment Expenses	\$7,000	\$0	\$7,000	\$6,376	\$0	\$1,094	\$0	\$0	\$0	\$0	\$0
		<b>\$552,560</b>	<b>\$524,172</b>	<b>\$513,441</b>	<b>\$480,917</b>	<b>\$567,237</b>	<b>\$487,120</b>	<b>\$516,202</b>	<b>\$456,102</b>	<b>\$461,658</b>	<b>\$405,292</b>	<b>\$393,769</b>
<b>GENERAL GOVERNMENT - ADMIN.</b>												
01-6025	Janitorial	\$5,012	\$4,512	\$3,953	\$2,634	\$1,907	\$1,876	\$1,175	\$1,075	\$1,049	\$949	\$837
01-6050	Contract Labor	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,287	\$0
01-6052	Contract Services	\$23,620	\$23,237	\$22,020	\$12,351	\$16,001	\$15,122	\$15,940	\$16,211	\$16,391	\$7,714	\$7,604
01-6075	Dues & Memberships	\$48,697	\$33,582	\$44,366	\$36,135	\$39,896	\$35,069	\$37,773	\$34,760	\$34,957	\$28,351	\$27,706
01-6085	Election Expenses	\$750	\$0	\$750	\$0	\$750	\$0	\$1,500	\$0	\$750	\$0	\$6,000
01-6125	Legal Publications	\$15,000	\$12,312	\$6,500	\$9,657	\$2,000	\$2,695	\$2,000	\$1,880	\$1,800	\$1,530	\$1,800
01-6130	Liability & Property Insurance	\$21,156	\$19,772	\$19,772	\$18,479	\$18,479	\$17,270	\$17,270	\$16,447	\$16,447	\$16,222	\$16,125
01-6140	Maintenance & Repair - Building	\$4,000	\$3,896	\$1,600	\$1,666	\$1,600	\$2,102	\$1,600	\$1,120	\$760	\$221	\$480
01-6141	IT Small Equipment	\$7,350	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
01-6142	Maintenance & Repair - Equipment	\$19,610	\$8,067	\$8,500	\$8,410	\$7,631	\$9,900	\$7,631	\$7,517	\$7,386	\$7,011	\$6,984
01-6150	Repairs	\$4,500	\$5,738	\$0	\$2,233	\$0	\$0	\$0	\$0	\$0	\$0	\$0
01-6155	Meetings/Committees	\$10,000	\$3,333	\$10,000	\$3,390	\$9,073	\$8,411	\$11,273	\$9,471	\$10,711	\$5,157	\$11,495
01-6165	Office Supplies	\$14,166	\$7,586	\$11,500	\$7,659	\$10,564	\$6,746	\$10,564	\$5,300	\$5,274	\$5,300	\$5,274
01-6175	Small Tools	\$12,100	\$10,723	\$12,100	\$7,770	\$6,810	\$4,324	\$7,359	\$5,100	\$6,000	\$5,201	\$6,000
01-6188	Signage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
01-6190	Postage & Billing	\$17,000	\$15,797	\$15,000	\$13,895	\$12,545	\$12,415	\$12,545	\$13,620	\$14,112	\$14,302	\$15,026
01-6202	Professional Services	\$55,000	\$39,841	\$35,000	\$38,390	\$5,361	\$9,744	\$5,361	\$7,427	\$8,622	\$4,787	\$4,823
01-6211	Rent - Buildings & Land	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,522	\$15,522
01-6212	Rent - Equipment	\$7,200	\$6,226	\$6,750	\$1,730	\$250	\$126	\$250	\$270	\$250	\$0	\$250
01-6255	Telephone	\$9,500	\$7,782	\$7,782	\$6,787	\$8,503	\$7,931	\$8,503	\$8,311	\$7,906	\$7,899	\$7,735
01-6265	Training & Schooling	\$7,000	\$4,817	\$7,000	\$7,316	\$7,025	\$5,561	\$6,940	\$6,150	\$7,424	\$470	\$799
01-6270	Travel	\$2,000	\$1,777	\$1,500	\$188	\$270	\$137	\$270	\$219	\$1,725	\$150	\$1,800
01-6285	Uniforms	\$300	\$250	\$300	\$120	\$250	\$0	\$250	\$220	\$250	\$270	\$0
01-6290	Utilities	\$6,500	\$5,689	\$6,000	\$4,987	\$4,263	\$5,969	\$4,263	\$4,227	\$4,196	\$3,752	\$3,659
01-6300	Fuel Expenditures	\$1,000	\$842	\$500	-\$394	\$900	\$2,182	\$900	\$825	\$600	\$550	\$600
01-6305	Maintenance & Repair - Vehicles	\$1,000	\$755	\$1,000	\$849	\$300	\$1,646	\$300	\$311	\$113	\$119	\$113
01-6500	Cash Over/Short	\$50	\$0	\$50	-\$17	\$12,788	\$36	\$0	\$0	\$0	\$90	\$0
01-6505	Bank Fees	\$22,000	\$16,602	\$15,138	\$13,768	\$12,788	\$11,444	\$12,788	\$13,311	\$10,163	\$9,621	\$7,443
		<b>\$314,511</b>	<b>\$233,134</b>	<b>\$237,081</b>	<b>\$198,003</b>	<b>\$179,953</b>	<b>\$160,707</b>	<b>\$166,455</b>	<b>\$153,758</b>	<b>\$156,886</b>	<b>\$136,475</b>	<b>\$148,072</b>

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
<b>DEBT COVERAGE</b>												
01-6110	Interest Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
01-6015	Bond & Loan Payments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>CAPITAL - ADMIN.</b>												
01-6166	PP&E - Operations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>MISCELLANEOUS - ADMIN.</b>												
01-6070	Donations	\$33,029	\$21,956	\$30,643	\$25,535	\$25,848	\$8,225	\$9,000	\$4,500	\$4,500	\$4,500	\$4,500
01-6160	Miscellaneous Expenditures	\$33,800	\$5,160	\$11,050	-\$280	\$0	\$180	\$0	\$1,517	\$24,443	\$1,260	\$0
01-6045	Contingency	\$3,539,068	\$98,532	\$2,195,983	\$165,966	\$1,678,243	\$335,798	\$1,225,849	\$302,869	\$1,227,237	\$188,000	\$1,169,762
01-6400	Transfers Out	\$152,269	\$1,097,259	\$1,097,259	\$252,500	\$247,500	\$153,833	\$152,810	\$56,075	\$56,075	\$49,700	\$49,700
		<b>\$3,758,166</b>	<b>\$1,222,907</b>	<b>\$3,334,935</b>	<b>\$443,721</b>	<b>\$1,951,591</b>	<b>\$498,036</b>	<b>\$1,387,659</b>	<b>\$364,961</b>	<b>\$1,312,255</b>	<b>\$243,460</b>	<b>\$1,223,962</b>
<b>GENERAL GOVERNMENT - SENIOR CENTER</b>												
01-6140-1001	Maintenance & Repair - Building	\$4,000	\$1,094	\$4,000	\$499	\$18,300	\$2,574	\$8,300	\$2,912	\$3,240	\$2,481	\$1,500
01-6025-1001	Janitorial	\$6,200	\$5,120	\$5,957	\$5,680	\$4,964	\$3,003	\$4,964	\$4,280	\$4,964	\$4,079	\$4,404
01-6036-1001	Public Transportation	\$10,000	\$10,000	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
01-6290-1001	Utilities	\$8,500	\$5,760	\$7,101	\$7,044	\$6,928	\$6,687	\$6,928	\$6,397	\$6,928	\$5,886	\$7,515
01-6255-1001	Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$597	\$597	\$597
01-6130-1001	Liability & Property Insurance	\$504	\$471	\$471	\$440	\$440	\$411	\$411	\$195	\$392	\$230	\$384
		<b>\$29,204</b>	<b>\$22,445</b>	<b>\$27,529</b>	<b>\$13,663</b>	<b>\$30,632</b>	<b>\$12,675</b>	<b>\$20,603</b>	<b>\$13,785</b>	<b>\$16,121</b>	<b>\$13,273</b>	<b>\$14,400</b>
<b>MISCELLANEOUS - SENIOR CENTER</b>												
01-6400-1001	Transfers Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,000	\$17,000	\$0	\$0
		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$17,000</b>	<b>\$17,000</b>	<b>\$0</b>	<b>\$0</b>
<b>GENERAL GOVERNMENT - STREET LIGHTS</b>												
01-6142-1002	Maintenance & Repair - Equipment	\$11,000	\$5,050	\$10,000	\$1,845	\$8,469	\$11,324	\$8,469	\$5,265	\$8,469	\$7,351	\$7,500
01-6290-1002	Utilities	\$95,000	\$81,229	\$88,900	\$81,982	\$83,084	\$82,252	\$83,084	\$80,513	\$83,084	\$80,057	\$80,000
01-6300-1002	Fuel Expenditures	\$0	\$0	\$0	\$0	\$315	\$0	\$315	\$0	\$315	\$0	\$0
01-6305-1002	Maintenance & Repair - Vehicles	\$0	\$0	\$0	\$0	\$150	\$77	\$150	\$0	\$150	\$0	\$0
		<b>\$106,000</b>	<b>\$86,278</b>	<b>\$98,900</b>	<b>\$83,827</b>	<b>\$92,018</b>	<b>\$93,653</b>	<b>\$92,018</b>	<b>\$85,778</b>	<b>\$92,018</b>	<b>\$87,408</b>	<b>\$87,500</b>
<b>LABOR &amp; BENEFITS - P&amp;Z</b>												
01-5005-1003	Salaries & Wages - Staff	\$372,221	\$333,809	\$331,756	\$352,808	\$358,469	\$321,179	\$317,961	\$304,011	\$305,178	\$221,388	\$252,602
01-5800-1003	OASDI - Employer	\$23,078	\$20,180	\$20,569	\$21,650	\$22,225	\$18,849	\$19,714	\$17,670	\$18,921	\$13,452	\$15,661
01-5810-1003	Medicare - Employer	\$5,397	\$4,683	\$4,810	\$5,063	\$5,198	\$4,408	\$4,610	\$4,132	\$4,425	\$3,146	\$3,663
01-5820-1003	Group Medical Insurance	\$43,738	\$37,303	\$43,057	\$43,654	\$42,509	\$38,552	\$42,509	\$38,117	\$38,374	\$25,887	\$40,576
01-5830-1003	Group Life Insurance	\$193	\$165	\$185	\$221	\$198	\$186	\$198	\$198	\$206	\$130	\$168
01-5840-1003	PERSI Employer 401 (a)	\$44,443	\$39,843	\$39,612	\$41,313	\$41,467	\$35,593	\$36,781	\$30,714	\$35,302	\$24,948	\$29,220
01-5850-1003	Worker's Compensation Insurance	\$1,868	\$1,352	\$1,703	\$2,063	\$1,930	\$1,704	\$1,748	\$1,620	\$1,873	\$1,339	\$1,447
01-5860-1003	Group Dental & Vision Insurance	\$4,460	\$3,547	\$3,781	\$4,824	\$4,138	\$4,848	\$4,138	\$3,701	\$3,798	\$3,129	\$3,191
01-6280-1003	Unemployment Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$412	\$0
		<b>\$495,399</b>	<b>\$440,882</b>	<b>\$445,473</b>	<b>\$471,597</b>	<b>\$476,133</b>	<b>\$425,319</b>	<b>\$427,658</b>	<b>\$400,163</b>	<b>\$408,077</b>	<b>\$293,831</b>	<b>\$346,528</b>
<b>GENERAL GOVERNMENT - P&amp;Z</b>												
01-6300-1003	Fuel Expenditures	\$500	\$51	\$300	\$45	\$300	\$137	\$300	\$42	\$200	\$27	\$200
01-6305-1003	Maintenance & Repair - Vehicles	\$200	\$0	\$100	\$10	\$100	\$0	\$100	\$19	\$38	\$32	\$38
01-6142-1003	Maintenance & Repair - Equipment	\$3,500	\$2,203	\$3,500	\$2,785	\$2,732	\$4,563	\$2,725	\$3,517	\$2,638	\$3,001	\$2,494
01-6140-1003	Maintenance & Repair - Building	\$600	\$330	\$500	\$429	\$500	\$727	\$500	\$1,048	\$120	\$8	\$100
01-6025-1003	Janitorial	\$0	\$0	\$0	\$891	\$681	\$628	\$420	\$536	\$375	\$344	\$299
01-6211-1003	Rent - Buildings & Land	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$103	\$0	\$5,569	\$5,543
01-6290-1003	Utilities	\$0	\$0	\$0	\$731	\$1,094	\$662	\$1,094	\$925	\$1,070	\$606	\$1,187
01-6255-1003	Telephone	\$3,000	\$2,690	\$2,179	\$2,792	\$2,730	\$2,500	\$2,730	\$3,746	\$2,730	\$2,625	\$2,716
01-6202-1003	Professional Services	\$12,500	\$6,621	\$12,500	\$331,736	\$189,484	\$298,258	\$221,989	\$227,333	\$286,283	\$129,390	\$70,595
01-6130-1003	Liability & Property Insurance	\$0	\$0	\$0	\$5,280	\$5,280	\$4,934	\$4,934	\$2,350	\$4,699	\$4,315	\$4,607

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
01-6150-1003	Maintenance & Repair - System	\$0	\$0	\$0	\$2,359	\$0	\$923	\$0	\$0	\$0	\$0	\$0
01-6190-1003	Postage & Billing	\$1,500	\$531	\$1,000	\$504	\$206	\$548	\$206	\$176	\$206	\$239	\$143
01-6165-1003	Office Supplies	\$5,500	\$1,989	\$4,600	\$2,411	\$2,750	\$2,170	\$2,750	\$1,802	\$1,500	\$1,432	\$1,500
01-6160-1003	Miscellaneous Expenditures	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
01-6265-1003	Training & Schooling	\$4,585	\$1,068	\$4,435	\$2,201	\$4,277	\$1,482	\$4,200	\$839	\$3,816	\$1,498	\$1,650
01-6175-1003	Small Tools	\$7,320	\$3,044	\$7,320	\$3,473	\$3,535	\$965	\$11,140	\$3,268	\$4,000	\$3,796	\$4,000
01-6188-1003	Signage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
01-6212-1003	Rent - Equipment	\$0	\$0	\$0	\$525	\$0	\$41	\$0	\$0	\$0	\$0	\$0
01-6155-1003	Meetings/Committees	\$250	\$0	\$250	-\$490	\$328	\$0	\$328	\$200	\$305	\$215	\$300
01-6270-1003	Travel	\$600	\$282	\$600	\$132	\$450	\$24	\$450	\$82	\$1,000	\$5	\$1,650
01-6285-1003	Uniforms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
01-6500-1003	Cash Over/Short	\$0	\$0	\$0	\$10	\$0	\$10	\$0	\$19	\$0	\$0	\$0
01-6505-1003	Bank Fees	\$0	\$0	\$0	\$13,723	\$4,500	\$9,396	\$4,500	\$5,017	\$2,400	\$1,409	\$372
01-6052-1003	Contract Services	\$0	\$0	\$0	\$8,299	\$8,589	\$3,016	\$9,424	\$3,845	\$11,373	\$9,015	\$11,323
01-6075-1003	Dues & Memberships	\$8,900	\$3,086	\$8,801	\$333	\$1,450	\$403	\$1,450	\$998	\$600	\$353	\$375
01-6027-1003	Code Enforcement	\$600	\$0	\$800	\$0	\$750	\$0	\$1,500	\$0	\$850	\$0	\$1,500
01-6125-1003	Legal Publications	\$14,000	\$4,649	\$4,000	\$3,562	\$5,500	\$5,026	\$4,200	\$4,887	\$3,350	\$3,215	\$3,000
		<b>\$63,555</b>	<b>\$26,543</b>	<b>\$50,885</b>	<b>\$381,738</b>	<b>\$235,236</b>	<b>\$336,412</b>	<b>\$274,940</b>	<b>\$260,751</b>	<b>\$327,551</b>	<b>\$167,093</b>	<b>\$113,593</b>
<b>CAPITAL - P&amp;Z</b>												
01-6166-1003	PP&E - Operations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>MISCELLANEOUS - P&amp;Z</b>												
01-6400-1003	Transfers Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>LABOR &amp; BENEFITS - PARKS</b>												
01-5005-1004	Salaries & Wages - Staff	\$474,391	\$441,123	\$454,434	\$362,622	\$333,709	\$324,134	\$323,896	\$254,168	\$264,222	\$213,554	\$204,790
01-5009-1004	Salaries & Wages - Seasonal	\$62,108	\$28,751	\$48,241	\$41,162	\$57,121	\$52,925	\$56,646	\$55,675	\$55,216	\$44,866	\$54,389
01-5800-1004	OASDI - Employer	\$33,263	\$28,468	\$31,166	\$24,069	\$24,231	\$24,058	\$23,594	\$19,794	\$19,805	\$15,025	\$16,069
01-5810-1004	Medicare - Employer	\$7,779	\$6,336	\$7,289	\$5,630	\$5,667	\$5,626	\$5,518	\$4,629	\$4,632	\$3,514	\$3,758
01-5820-1004	Group Medical Insurance	\$88,901	\$66,319	\$80,186	\$64,007	\$50,392	\$51,046	\$53,451	\$41,312	\$42,953	\$31,026	\$37,437
01-5830-1004	Group Life Insurance	\$390	\$316	\$390	\$320	\$276	\$296	\$276	\$224	\$221	\$168	\$175
01-5840-1004	PERSI Employer 401 (a)	\$56,642	\$51,990	\$54,259	\$43,141	\$38,602	\$36,107	\$37,467	\$30,240	\$30,564	\$24,175	\$23,690
01-5850-1004	Worker's Compensation Insurance	\$20,179	\$11,843	\$18,907	\$15,373	\$14,927	\$15,756	\$12,732	\$12,866	\$12,725	\$10,139	\$10,711
01-5860-1004	Group Dental & Vision Insurance	\$7,900	\$6,005	\$6,916	\$5,707	\$4,538	\$5,005	\$4,777	\$3,918	\$4,117	\$2,748	\$2,838
01-6280-1004	Unemployment Expenses	\$0	\$0	\$0	\$0	\$6,087	\$0	\$6,087	\$0	\$6,087	\$2,160	\$6,026
		<b>\$751,554</b>	<b>\$641,152</b>	<b>\$701,787</b>	<b>\$562,031</b>	<b>\$535,551</b>	<b>\$514,952</b>	<b>\$524,444</b>	<b>\$422,827</b>	<b>\$440,542</b>	<b>\$347,375</b>	<b>\$359,883</b>
<b>GENERAL GOVERNMENT - PARKS</b>												
01-6300-1004	Fuel Expenditures	\$13,500	\$11,022	\$12,200	\$11,624	\$12,200	\$15,138	\$12,200	\$9,213	\$12,200	\$10,679	\$12,200
01-6305-1004	Maintenance & Repair - Vehicles	\$6,000	\$991	\$6,000	\$3,568	\$5,000	\$3,240	\$5,000	\$3,797	\$3,000	\$4,051	\$5,000
01-6142-1004	Maintenance & Repair - Equipment	\$10,000	\$7,884	\$10,000	\$11,867	\$8,500	\$9,971	\$8,500	\$7,759	\$8,737	\$11,330	\$8,337
01-6140-1004	Maintenance & Repair - Building	\$10,000	\$9,867	\$10,000	\$2,824	\$5,000	\$10,587	\$5,000	\$4,565	\$3,750	\$2,530	\$5,500
01-6025-1004	Janitorial	\$6,954	\$2,069	\$6,954	\$4,705	\$3,300	\$3,046	\$3,000	\$2,643	\$3,000	\$3,265	\$2,500
01-6052-1004	Contract Services	\$1,000	\$683	\$500	\$0	\$0	\$438	\$0	\$0	\$0	\$0	\$0
01-6150-1004	Maintenance & Repair - System	\$110,000	\$71,191	\$69,000	\$51,625	\$61,500	\$54,935	\$52,000	\$51,664	\$30,000	\$28,028	\$34,500
01-6211-1004	Rent - Buildings & Land	\$2,082	\$2,082	\$2,082	\$2,082	\$2,082	\$1,934	\$2,082	\$2,082	\$2,082	\$1,488	\$2,082
01-6290-1004	Utilities	\$37,000	\$34,188	\$41,500	\$17,671	\$41,500	\$27,261	\$41,558	\$18,783	\$39,203	\$17,693	\$45,624
01-6255-1004	Telephone	\$9,700	\$8,211	\$5,402	\$6,114	\$3,848	\$4,803	\$3,848	\$3,231	\$3,256	\$2,807	\$2,753
01-6130-1004	Liability & Property Insurance	\$7,052	\$6,591	\$6,591	\$6,160	\$6,160	\$5,757	\$5,757	\$5,757	\$5,482	\$6,711	\$5,375
01-6135-1004	Public Entertainment	\$22,000	\$15,197	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
01-6125-1004	Legal Publications	\$300	\$0	\$300	\$293	\$0	\$242	\$0	\$0	\$0	\$0	\$0
01-6165-1004	Office Supplies	\$3,000	\$1,843	\$3,000	\$4,618	\$1,500	\$2,300	\$1,500	\$1,849	\$700	\$700	\$600
01-6265-1004	Training & Schooling	\$5,000	\$1,996	\$5,000	\$2,027	\$2,500	\$3,319	\$2,500	\$2,665	\$1,635	\$8,778	\$11,320
01-6175-1004	Small Tools	\$11,200	\$9,640	\$11,200	\$10,163	\$10,500	\$11,187	\$10,500	\$13,195	\$10,500	\$8,599	\$10,500

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
01-6188-1004	Signage	\$3,000	\$0	\$3,000	\$300	\$3,000	\$218	\$500	\$344	\$275	\$272	\$250
01-6212-1004	Rent - Equipment	\$26,600	\$24,488	\$25,000	\$23,182	\$8,260	\$14,424	\$8,260	\$7,772	\$5,000	\$3,918	\$5,700
01-6230-1004	Safety Training & Equipment	\$4,000	\$940	\$3,000	\$1,303	\$2,500	\$972	\$2,000	\$1,089	\$1,819	\$1,149	\$900
01-6285-1004	Uniforms	\$2,500	\$1,159	\$2,500	\$2,016	\$2,000	\$2,165	\$2,000	\$2,180	\$1,580	\$828	\$750
01-6075-1004	Dues & Memberships	\$600	\$390	\$600	\$196	\$600	\$450	\$600	\$525	\$415	\$305	\$365
		<b>\$291,488</b>	<b>\$210,431</b>	<b>\$243,829</b>	<b>\$162,337</b>	<b>\$179,949</b>	<b>\$172,388</b>	<b>\$166,805</b>	<b>\$139,112</b>	<b>\$132,634</b>	<b>\$113,130</b>	<b>\$154,257</b>
<b>MISCELLANEOUS - PARKS</b>												
01-6097-1004	Deposits on Account	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
01-6400-1004	Transfers Out	\$966,000	\$485,000	\$485,000	\$384,000	\$384,000	\$206,300	\$206,300	\$507,000	\$507,000	\$178,676	\$178,676
		<b>\$966,000</b>	<b>\$485,000</b>	<b>\$485,000</b>	<b>\$384,000</b>	<b>\$384,000</b>	<b>\$206,300</b>	<b>\$206,300</b>	<b>\$507,000</b>	<b>\$507,000</b>	<b>\$178,676</b>	<b>\$178,676</b>
<b>CAPITAL - PARKS</b>												
01-6166-1004	PP&E - Operations	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
01-6020-1004	Capital Improvements	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		<b>0</b>	<b>\$0</b>									
<b>LABOR &amp; BENEFITS - BUILDING</b>												
01-5005-1005	Salaries & Wages - Staff	\$205,843	\$229,362	\$232,673	\$110,560	\$117,012	\$102,102	\$115,646	\$84,202	\$87,089	\$82,312	\$72,987
01-5800-1005	OASDI - Employer	\$12,762	\$14,007	\$14,426	\$6,980	\$7,255	\$6,205	\$7,170	\$4,488	\$5,400	\$4,110	\$4,525
01-5810-1005	Medicare - Employer	\$2,985	\$3,276	\$3,374	\$1,633	\$1,697	\$1,451	\$1,677	\$1,050	\$1,263	\$998	\$1,058
01-5820-1005	Group Medical Insurance	\$29,998	\$24,808	\$30,452	\$12,109	\$11,287	\$11,003	\$11,287	\$5,979	\$7,650	\$9,330	\$7,919
01-5830-1005	Group Life Insurance	\$132	\$122	\$144	\$65	\$62	\$57	\$62	\$33	\$45	\$36	\$37
01-5840-1005	PERSI Employer 401 (a)	\$24,578	\$27,386	\$27,781	\$12,920	\$13,536	\$11,431	\$13,378	\$8,193	\$10,074	\$7,524	\$8,443
01-5850-1005	Worker's Compensation Insurance	\$2,002	\$3,041	\$3,751	\$2,484	\$2,886	\$2,161	\$2,765	\$1,197	\$1,702	\$1,281	\$1,221
01-5860-1005	Group Dental & Vision Insurance	\$2,735	\$2,225	\$2,680	\$998	\$1,016	\$937	\$1,016	\$596	\$733	\$564	\$600
01-6280-1005	Unemployment Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		<b>\$281,035</b>	<b>\$304,227</b>	<b>\$315,281</b>	<b>\$147,748</b>	<b>\$154,751</b>	<b>\$135,347</b>	<b>\$153,001</b>	<b>\$105,738</b>	<b>\$113,956</b>	<b>\$106,155</b>	<b>\$96,791</b>
<b>GENERAL GOVERNMENT - BUILDING</b>												
01-6052-1005	Contract Services	\$268,540	\$277,656	\$251,839	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
01-6300-1005	Fuel Expenditures	\$7,500	\$6,752	\$5,940	\$5,123	\$5,400	\$2,441	\$5,400	\$1,611	\$2,188	\$1,751	\$2,100
01-6305-1005	Maintenance & Repair - Vehicles	\$2,000	\$3,951	\$880	\$12	\$800	\$83	\$800	\$737	\$700	\$359	\$500
01-6255-1005	Telephone	\$2,000	\$1,505	\$1,463	\$1,560	\$1,028	\$1,014	\$1,028	\$761	\$865	\$493	\$627
01-6165-1005	Office Supplies	\$4,000	\$3,738	\$1,650	\$2,529	\$1,100	\$2,407	\$1,100	\$996	\$1,100	\$586	\$350
01-6265-1005	Training & Schooling	\$3,000	\$700	\$3,000	\$475	\$3,000	\$2,181	\$3,000	\$1,702	\$2,500	\$599	\$900
01-6175-1005	Small Tools	\$950	\$85	\$950	\$18	\$750	\$563	\$750	\$150	\$300	\$0	\$200
01-6188-1005	Signage	\$150	\$0	\$150	\$0	\$150	\$0	\$150	\$20	\$150	\$11	\$150
01-6130-1005	Liability & Property Insurance	\$6,044	\$5,649	\$5,649	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
01-6125-1005	Legal Publications	\$0	\$0	\$100	\$0	\$100	\$0	\$100	\$0	\$0	\$0	\$0
01-6142-1005	Maintenance & Repair - Equipment	\$550	\$0	\$550	\$10	\$550	\$5	\$550	\$0	\$0	\$0	\$0
01-6150-1005	Maintenance & Repair - System	\$1,400	\$47	\$1,200	\$1,501	\$200	\$80	\$200	\$0	\$0	\$0	\$0
01-6155-1005	Meetings/Committees	\$60	\$0	\$60	\$0	\$60	\$0	\$60	\$0	\$0	\$0	\$0
01-6230-1005	Safety Training & Equipment	\$600	\$0	\$300	\$0	\$300	\$113	\$300	\$0	\$0	\$0	\$0
01-6270-1005	Travel	\$0	\$0	\$0	\$0	\$0	\$6	\$0	\$0	\$50	\$0	\$50
01-6075-1005	Dues & Memberships	\$3,750	\$3,095	\$3,570	\$190	\$1,075	\$190	\$1,075	\$357	\$600	\$582	\$500
01-6505-1005	Bank Fees	\$14,000	\$11,467	\$13,528	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		<b>\$314,545</b>	<b>\$314,645</b>	<b>\$290,830</b>	<b>\$11,418</b>	<b>\$14,513</b>	<b>\$9,084</b>	<b>\$14,513</b>	<b>\$6,334</b>	<b>\$8,453</b>	<b>\$4,381</b>	<b>\$5,377</b>
<b>MISCELLANEOUS - BUILDING</b>												
01-6400-1005	Transfers Out	\$0	\$0	\$0	\$0	\$0	\$29,000	\$29,000	\$0	\$28,000	\$0	\$0
		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$29,000</b>	<b>\$29,000</b>	<b>\$0</b>	<b>\$28,000</b>	<b>\$0</b>	<b>\$0</b>
<b>LABOR &amp; BENEFITS - ECONOMIC DEVELOPMENT</b>												
01-5005-4000	Salaries & Wages - Staff	\$79,855	\$75,562	\$75,294	\$72,731	\$74,241	\$40,599	\$61,233	\$0	\$0	\$0	\$0
01-5800-4000	OASDI - Employer	\$4,951	\$4,662	\$4,668	\$4,584	\$4,603	\$2,432	\$3,796	\$0	\$0	\$0	\$0
01-5810-4000	Medicare - Employer	\$1,158	\$1,091	\$1,092	\$1,072	\$1,076	\$569	\$888	\$0	\$0	\$0	\$0
01-5820-4000	Group Medical Insurance	\$7,177	\$5,703	\$6,730	\$6,608	\$6,134	\$3,155	\$6,134	\$0	\$0	\$0	\$0

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
01-5830-4000	Group Life Insurance	\$35	\$31	\$35	\$35	\$34	\$17	\$34	\$0	\$0	\$0	\$0
01-5840-4000	PERSI Employer 401 (a)	\$9,535	\$9,022	\$8,990	\$8,502	\$8,588	\$4,441	\$7,083	\$0	\$0	\$0	\$0
01-5850-4000	Worker's Compensation Insurance	\$200	\$180	\$189	\$235	\$198	\$101	\$159	\$0	\$0	\$0	\$0
01-5860-4000	Group Dental & Vision Insurance	\$581	\$505	\$569	\$576	\$552	\$274	\$552	\$0	\$0	\$0	\$0
		<b>\$103,492</b>	<b>\$96,755</b>	<b>\$97,567</b>	<b>\$94,344</b>	<b>\$95,426</b>	<b>\$51,588</b>	<b>\$79,879</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>GENERAL GOVERNMENT - ECONOMIC DEVELOPMENT</b>												
01-6165-4000	Office Supplies	\$500	\$329	\$500	\$225	\$1,000	\$415	\$1,750	\$0	\$0	\$0	\$0
01-6160-4000	Miscellaneous Expense	\$550	\$0	\$800	\$472	\$0	\$0	\$0	\$0	\$0	\$0	\$0
01-6265-4000	Training & Schooling	\$3,100	\$2,227	\$2,600	\$2,290	\$2,375	\$2,535	\$1,500	\$0	\$0	\$0	\$0
01-6175-4000	Small Tools	\$2,000	\$2,000	\$2,050	\$1,350	\$2,000	\$2,525	\$2,000	\$0	\$0	\$0	\$0
01-6188-4000	Signage	\$0	\$0	\$0	\$0	\$300	\$0	\$300	\$0	\$0	\$0	\$0
01-6202-4000	Professional Services	\$15,000	\$500	\$5,000	\$1,850	\$6,000	\$90	\$0	\$0	\$0	\$0	\$0
01-6255-4000	Telephone	\$650	\$556	\$487	\$588	\$0	\$341	\$0	\$0	\$0	\$0	\$0
01-6155-4000	Meetings/Committees	\$9,353	\$6,681	\$8,290	\$7,592	\$8,290	\$245	\$1,100	\$0	\$0	\$0	\$0
01-6270-4000	Travel	\$4,700	\$1,064	\$4,700	\$3,241	\$4,525	\$0	\$1,100	\$0	\$0	\$0	\$0
01-6052-4000	Contract Services	\$0	\$0	\$0	\$2,000	\$0	\$37	\$0	\$0	\$0	\$0	\$0
01-6075-4000	Dues & Memberships	\$6,790	\$7,800	\$8,603	\$7,224	\$6,623	\$750	\$650	\$0	\$0	\$0	\$0
01-6125-4000	Legal Publications	\$0	\$300	\$2,000	\$0	\$5,000	\$0	\$5,000	\$0	\$0	\$0	\$0
		<b>\$42,643</b>	<b>\$21,457</b>	<b>\$35,030</b>	<b>\$26,832</b>	<b>\$36,113</b>	<b>\$6,937</b>	<b>\$13,400</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>GRAND TOTAL EXPENDITURES</b>		<b>\$10,792,622</b>	<b>\$7,296,805</b>	<b>\$9,547,100</b>	<b>\$5,794,173</b>	<b>\$7,265,072</b>	<b>\$5,172,413</b>	<b>\$6,105,872</b>	<b>\$4,623,580</b>	<b>\$5,712,503</b>	<b>\$3,780,000</b>	<b>\$4,804,288</b>
<b>GRAND TOTAL WITHOUT CONTINGENCY</b>		<b>\$7,253,554</b>	<b>\$7,198,272</b>	<b>\$7,351,117</b>	<b>\$5,628,207</b>	<b>\$5,586,829</b>	<b>\$4,836,616</b>	<b>\$4,880,023</b>	<b>\$4,320,711</b>	<b>\$4,485,266</b>	<b>\$3,592,000</b>	<b>\$3,634,526</b>

\*Forecast

## REVENUE &amp; EXPENDITURE STATEMENT - CITY OF KUNA - FYE 2021

## GRANT FUND

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
<b>GRANT REVENUE</b>												
03-4200	Grant Revenue	\$896,856	\$2,066,427	\$2,270,196	\$24,524	\$1,100,000	\$449,324	\$1,100,000	\$378,635	\$945,000	\$103,635	\$161,550
03-4950	Carryover	\$0	\$5,261	\$13,233	(\$2,528)	\$114,216	\$105,061	\$209,725	\$80,217	\$209,725	\$0	\$0
		<b>\$896,856</b>	<b>\$2,071,688</b>	<b>\$2,283,429</b>	<b>\$21,996</b>	<b>\$1,214,216</b>	<b>\$554,385</b>	<b>\$1,309,725</b>	<b>\$458,852</b>	<b>\$1,154,725</b>	<b>\$103,635</b>	<b>\$161,550</b>
<b>GRANT EXPENDITURES</b>												
03-6354	Grant Expenditures	\$896,856	\$2,066,427	\$2,283,429	\$19,098	\$1,214,216	\$554,385	\$161,550	\$298,418	\$0	\$99,711	\$161,550
<b>GRAND TOTAL NET</b>		<b>\$896,856</b>	<b>\$2,066,427</b>	<b>\$2,283,429</b>	<b>\$19,098</b>	<b>\$1,214,216</b>	<b>\$554,385</b>	<b>\$161,550</b>	<b>\$298,418</b>	<b>\$0</b>	<b>\$99,711</b>	<b>\$161,550</b>

REVENUE BUDGET PROPOSAL - CITY OF KUNA - FYE 2021  
LATE COMERS FUND

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
<b>OPERATING REVENUE</b>												
05-4504	Water Main Capacity Fee	\$932,589	\$1,171,000	\$1,036,969	\$979,746	\$350,000	\$760,279	\$350,000	\$595,942	\$205,200	\$369,911	\$205,200
05-4604	Sewer Main Capacity Fee	\$718,162	\$978,000	\$721,230	\$682,051	\$250,000	\$553,992	\$250,000	\$416,805	\$145,075	\$256,741	\$145,000
05-4704	Irrigation Main Capacity Fee	\$410,226	\$504,000	\$492,525	\$468,779	\$205,000	\$355,539	\$205,000	\$265,565	\$108,500	\$216,428	\$108,500
05-4173	Interest Revenue	\$25,000	\$52,541	\$15,000	\$46,101	\$400	\$12,272	\$400	\$2,165	\$148	\$1,095	\$148
05-4950	Carryover	\$3,492,098	\$2,246,583	\$2,535,532	\$914,526	\$974,551	\$0	\$0	\$0	\$0	\$116,603	\$0
		<b>\$5,578,076</b>	<b>\$4,952,123</b>	<b>\$4,801,256</b>	<b>\$3,091,205</b>	<b>\$1,779,951</b>	<b>\$1,682,082</b>	<b>\$805,400</b>	<b>\$1,280,477</b>	<b>\$458,923</b>	<b>\$960,778</b>	<b>\$458,848</b>
<b>GRAND TOTAL REVENUE</b>		<b>\$5,578,076</b>	<b>\$4,952,123</b>	<b>\$4,801,256</b>	<b>\$3,091,205</b>	<b>\$1,779,951</b>	<b>\$1,682,082</b>	<b>\$805,400</b>	<b>\$1,280,477</b>	<b>\$458,923</b>	<b>\$960,778</b>	<b>\$458,848</b>
<b>GRAND TOTAL WITHOUT CARRYOVER</b>		<b>\$2,085,978</b>	\$2,705,541	\$2,265,724	\$2,176,679	\$805,400	\$1,682,082	\$805,400	\$1,280,477	\$458,923	\$844,175	\$458,848

\*Forecast

EXPENDITURE BUDGET PROPOSAL - CITY OF KUNA - FYE 2021  
LATE COMERS FUND

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
<b>OPERATING EXPENDITURES</b>												
05-6305	Water Main Capacity Reimburse	\$944,146	\$197,114	\$400,000	\$175,561	\$350,000	\$271,591	\$350,000	\$572,001	\$205,275	\$357,008	\$76,861
05-6306	Sewer Main Capacity Reimburse	\$1,848,502	\$730,342	\$487,481	\$259,163	\$250,000	\$254,184	\$250,000	\$334,787	\$145,075	\$254,366	\$145,074
05-6307	PI Main Capacity Reimburse	\$407,172	\$480,395	\$477,318	\$407,971	\$205,400	\$303,590	\$205,400	\$267,559	\$108,500	\$206,416	\$32,447
05-6400	Transfers Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$204,466
		<b>\$3,199,821</b>	<b>\$1,407,851</b>	<b>\$1,364,798</b>	<b>\$842,696</b>	<b>\$805,400</b>	<b>\$829,365</b>	<b>\$805,400</b>	<b>\$1,174,347</b>	<b>\$458,850</b>	<b>\$817,790</b>	<b>\$458,848</b>
<b>OTHER EXPENDITURES</b>												
05-6045	Contingency	\$2,378,255	\$0	\$3,436,458	\$0	\$73	\$0	\$0	\$0	\$0	\$0	\$0
		<b>\$2,378,255</b>	<b>\$0</b>	<b>\$3,436,458</b>	<b>\$0</b>	<b>\$73</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>GRAND TOTAL EXPENDITURES</b>		<b>\$5,578,076</b>	<b>\$1,407,851</b>	<b>\$4,801,256</b>	<b>\$842,696</b>	<b>\$805,473</b>	<b>\$829,365</b>	<b>\$805,400</b>	<b>\$1,174,347</b>	<b>\$458,850</b>	<b>\$817,790</b>	<b>\$458,848</b>
<b>GRAND TOTAL WITHOUT CONTINGENCY</b>		<b>\$3,199,821</b>	\$1,407,851	\$1,364,798	\$842,696	\$805,400	\$829,365	\$805,400	\$1,174,347	\$458,850	\$817,790	\$458,848

\*Forecast

REVENUE BUDGET PROPOSAL - CITY OF KUNA - FYE 2021  
WATER FUND

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
<b>OPERATING REVENUE</b>												
20-4500	Metered Water Sales	\$2,391,048	\$2,332,730	\$2,212,652	\$2,086,026	\$1,849,903	\$1,881,258	\$1,849,903	\$1,738,230	\$1,653,170	\$1,622,727	\$1,546,333
20-4507	Water Token Sales - Bulk Water	\$39,953	\$39,953	\$45,000	\$47,374	\$21,024	\$38,658	\$21,024	\$29,765	\$10,000	\$23,708	\$3,000
20-4510	Service Reconnect Fees	\$13,200	\$12,163	\$14,000	\$17,368	\$22,500	\$12,684	\$22,500	\$16,829	\$18,000	\$18,431	\$16,000
20-4358	Development Support Services	\$1,700	\$1,672	\$2,000	\$1,864	\$4,000	\$2,696	\$4,000	\$2,927	\$3,000	\$4,850	\$1,000
20-4775	Late Pay Fees	\$27,000	\$27,931	\$32,000	\$37,793	\$34,000	\$37,785	\$34,000	\$35,971	\$0	\$0	\$0
20-4185	Miscellaneous Income	\$70,000	\$69,487	\$75,000	\$97,805	\$99,907	\$161,971	\$99,907	\$476,767	\$130,055	\$200,243	\$128,413
20-4550	Water Line Inspections	\$65,334	\$65,334	\$45,000	\$64,646	\$20,000	\$41,546	\$20,000	\$15,232	\$15,000	\$29,619	\$4,000
		<b>\$2,608,234</b>	<b>\$2,549,269</b>	<b>\$2,425,652</b>	<b>\$2,352,876</b>	<b>\$2,051,334</b>	<b>\$2,176,600</b>	<b>\$2,051,334</b>	<b>\$2,315,721</b>	<b>\$1,829,225</b>	<b>\$1,899,578</b>	<b>\$1,698,746</b>
<b>CAPITAL REVENUE</b>												
20-4503	New Meter Revenue	\$240,487	\$240,487	\$263,240	\$254,854	\$127,346	\$192,532	\$56,000	\$141,496	\$56,000	\$100,495	\$56,000
20-4505	New Service Connection	\$804,176	\$804,176	\$881,020	\$894,300	\$440,024	\$697,293	\$189,875	\$488,915	\$189,875	\$344,350	\$189,875
20-4173	Interest Revenue	\$75,000	\$143,809	\$100,000	\$168,338	\$4,719	\$50,833	\$2,000	\$4,672	\$2,000	\$3,658	\$1,700
20-4900	Transfers In	\$0	\$0	\$0	\$0	\$14,000	\$48	\$0	\$0	\$0	\$0	\$165,413
20-4950	Carryover	\$8,376,718	\$8,473,779	\$7,650,137	\$6,328,662	\$5,407,215	\$0	\$2,754,793	\$0	\$886,104	\$0	\$408,994
		<b>\$9,496,382</b>	<b>\$9,662,252</b>	<b>\$8,894,397</b>	<b>\$7,646,155</b>	<b>\$5,993,304</b>	<b>\$940,706</b>	<b>\$3,002,668</b>	<b>\$635,083</b>	<b>\$1,133,979</b>	<b>\$448,503</b>	<b>\$821,982</b>
<b>GRAND TOTAL REVENUE</b>		\$12,104,616	\$12,211,520	\$11,320,048	\$9,999,031	\$8,044,638	\$3,117,306	\$5,054,002	\$2,950,804	\$2,963,204	\$2,348,081	\$2,520,728
<b>GRAND TOTAL WITHOUT CARRYOVER</b>		<b>\$3,727,898</b>	\$3,737,741	\$3,669,912	\$3,670,368	\$2,637,423	\$3,117,306	\$2,299,209	\$2,950,804	\$2,077,100	\$2,348,081	\$2,111,734

\*Forecast

EXPENDITURE BUDGET PROPOSAL - CITY OF KUNA - FYE 2021  
WATER FUND

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
<b>LABOR &amp; BENEFITS</b>												
20-5005	Salaries & Wages - Staff	\$642,870	\$604,638	\$605,013	\$544,166	\$583,745	\$483,039	\$520,382	\$423,301	\$462,634	\$410,494	\$401,132
20-5795	Salaries - Overtime	\$16,072	\$11,114	\$15,125	\$13,057	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20-5009	Salaries & Wages - Seasonal	\$0	\$0	\$0	\$0	\$0	\$305	\$9,063	\$0	\$0	\$201	\$0
20-5000	Salaries & Wages - Elected	\$4,393	\$4,473	\$4,311	\$4,385	\$4,130	\$3,961	\$4,107	\$3,920	\$4,060	\$3,587	\$3,767
20-5800	OASDI - Employer	\$41,127	\$37,574	\$38,716	\$34,194	\$36,448	\$28,733	\$33,080	\$25,704	\$28,935	\$26,202	\$25,104
20-5810	Medicare - Employer	\$9,618	\$8,788	\$9,055	\$7,997	\$8,524	\$6,095	\$7,737	\$6,012	\$6,767	\$6,073	\$5,245
20-5820	Group Medical Insurance	\$88,399	\$79,727	\$86,073	\$75,045	\$82,363	\$69,699	\$72,401	\$59,114	\$66,012	\$67,849	\$67,018
20-5830	Group Life Insurance	\$405	\$375	\$406	\$378	\$393	\$320	\$338	\$289	\$324	\$283	\$308
20-5840	PERSI Employer 401 (a)	\$79,203	\$73,494	\$74,560	\$64,739	\$68,024	\$51,198	\$60,692	\$45,555	\$54,006	\$47,986	\$46,839
20-5850	Worker's Compensation	\$20,171	\$13,750	\$20,563	\$15,108	\$22,140	\$11,780	\$18,987	\$11,294	\$11,637	\$16,340	\$10,408
20-5860	Group Dental/Vision Insurance	\$9,500	\$8,756	\$7,724	\$7,204	\$7,805	\$6,470	\$6,908	\$6,200	\$6,930	\$5,670	\$5,117
20-6280	Unemployment Expenses	\$0	\$0	\$0	\$0	\$0	\$28	\$0	\$0	\$0	\$0	\$713
		<b>\$911,758</b>	<b>\$842,691</b>	<b>\$861,545</b>	<b>\$766,272</b>	<b>\$813,573</b>	<b>\$661,627</b>	<b>\$733,695</b>	<b>\$581,388</b>	<b>\$641,305</b>	<b>\$584,686</b>	<b>\$565,651</b>
<b>MAINTENANCE &amp; GENERAL OPERATIONS</b>												
20-6025	Janitorial	\$7,000	\$3,913	\$3,700	\$3,473	\$3,000	\$2,410	\$1,449	\$1,852	\$1,449	\$1,332	\$1,533
20-6050	Contract Labor	\$1,500	\$0	\$5,000	\$0	\$2,500	\$0	\$2,500	\$0	\$2,500	\$89	\$2,500
20-6052	Contract Services	\$20,000	\$16,899	\$19,828	\$10,418	\$19,828	\$15,207	\$13,522	\$18,864	\$13,522	\$8,707	\$15,297
20-6060	DEQ Assessment Fees	\$30,671	\$21,498	\$30,671	\$21,498	\$20,447	\$19,650	\$18,564	\$16,812	\$18,564	\$16,812	\$17,337
20-6065	Dig Line Expenditures	\$29,000	\$2,893	\$2,700	\$3,081	\$2,000	\$2,265	\$2,000	\$1,639	\$2,000	\$1,064	\$2,000
20-6075	Dues & Memberships	\$2,800	\$788	\$2,793	\$819	\$2,793	\$1,824	\$2,100	\$2,034	\$2,100	\$1,762	\$2,100

20-6110	Interest Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$0	\$2,500	\$0	\$2,500
20-6125	Legal Publications	\$1,000	\$100	\$1,000	\$72	\$1,000	\$533	\$1,000	\$349	\$1,000	\$168	\$1,000
20-6130	Liability & Property Insurance	\$20,149	\$18,831	\$18,831	\$17,599	\$17,700	\$16,447	\$15,664	\$15,664	\$15,664	\$15,011	\$15,357
20-6131	Insurance Claims Paid	\$500	\$0	\$0	\$0	\$0	\$0	\$100	\$0	\$100	\$0	\$100
20-6140	Maint. & Repair - Bldng. & Grounds	\$14,950	\$7,937	\$14,950	\$9,873	\$14,950	\$10,857	\$13,000	\$12,979	\$10,000	\$6,834	\$10,000
20-6141	IT Small Equipment	\$9,702	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20-6142	Maint. & Repair - Equipment	\$12,500	\$10,186	\$11,500	\$11,149	\$11,000	\$9,663	\$10,000	\$8,602	\$15,502	\$12,710	\$15,502
20-6150	Maint. & Repair - System	\$133,000	\$79,999	\$133,000	\$51,323	\$133,000	\$32,777	\$75,000	\$49,475	\$133,000	\$81,680	\$150,000
20-6151	Maint. & Repair - Process Chemicals	\$30,000	\$17,548	\$30,000	\$14,620	\$15,000	\$20,927	\$10,000	\$9,785	\$8,000	\$0	\$0
20-6152	Maint. & Repair - Lab Costs	\$10,920	\$7,130	\$10,920	\$2,110	\$9,100	\$10,411	\$9,100	\$8,541	\$9,000	\$0	\$0
20-6155	Meetings/Committees	\$1,050	\$514	\$1,050	\$40	\$1,050	\$363	\$1,050	\$388	\$930	\$300	\$930
20-6160	Miscellaneous Expenditures	\$20,000	\$4,006	\$20,000	\$2,913	\$4,313	\$7,496	\$4,313	\$50	\$4,313	\$0	\$4,313
20-6165	Office Supplies	\$8,000	\$7,286	\$4,500	\$3,980	\$2,625	\$3,019	\$2,100	\$1,737	\$1,800	\$1,048	\$1,750
20-6175	Small Tools	\$15,000	\$14,131	\$15,000	\$5,559	\$15,000	\$8,268	\$15,000	\$10,057	\$22,248	\$8,900	\$25,425
20-6190	Postage & Billing	\$27,500	\$25,623	\$21,700	\$20,933	\$21,700	\$19,701	\$21,700	\$16,955	\$23,814	\$20,213	\$21,137
20-6202	Professional Services	\$32,000	\$3,937	\$32,000	\$28,310	\$14,000	\$17,870	\$8,557	\$3,712	\$6,451	\$3,142	\$8,263
20-6211	Rent - Buildings & Land	\$1,512	\$1,512	\$1,512	\$1,512	\$1,512	\$1,386	\$1,512	\$2,206	\$1,512	\$15,452	\$15,925
20-6212	Rent - Equipment	\$3,000	\$568	\$3,000	\$2,127	\$1,500	\$179	\$1,500	\$0	\$1,500	\$0	\$1,500
20-6230	Safety Training & Equipment	\$2,750	\$1,092	\$2,750	\$235	\$2,750	\$408	\$2,750	\$987	\$2,750	\$521	\$2,750
20-6255	Telephone	\$17,500	\$11,693	\$13,406	\$11,096	\$13,406	\$11,220	\$13,406	\$12,548	\$11,881	\$11,692	\$13,237
20-6265	Training & Schooling	\$6,500	\$2,377	\$6,500	\$3,139	\$6,500	\$1,516	\$6,500	\$2,131	\$6,500	\$880	\$6,500
20-6270	Travel	\$1,200	\$354	\$1,200	\$0	\$1,200	\$78	\$1,200	\$4	\$1,200	\$10	\$1,200
20-6285	Uniforms	\$4,800	\$1,408	\$4,800	\$1,911	\$4,000	\$1,141	\$4,000	\$2,226	\$3,250	\$1,604	\$3,200
20-6290	Utilities	\$150,000	\$97,328	\$150,000	\$107,479	\$150,000	\$122,514	\$150,000	\$141,144	\$150,000	\$116,740	\$148,085
20-6300	Fuel	\$14,500	\$10,748	\$14,500	\$10,093	\$14,500	\$18,393	\$14,500	\$12,717	\$13,000	\$8,725	\$13,000
20-6305	Maint. & Repair - Vehicles	\$6,500	\$4,770	\$6,500	\$3,268	\$6,500	\$3,140	\$6,500	\$4,243	\$6,500	\$1,165	\$6,500
20-6505	Bank Fees	\$27,500	\$24,364	\$25,000	\$22,186	\$16,050	\$18,566	\$16,050	\$15,863	\$15,971	\$11,907	\$12,280
		<b>\$663,003</b>	<b>\$399,433</b>	<b>\$608,310</b>	<b>\$370,814</b>	<b>\$528,924</b>	<b>\$378,229</b>	<b>\$447,137</b>	<b>\$373,565</b>	<b>\$508,521</b>	<b>\$348,469</b>	<b>\$521,221</b>
<b>DEBT COVERAGE</b>												
20-6015	Bond & Loan Payments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>CAPITAL EXPENDITURES</b>												
20-6020	Capital Improvements	\$2,084,200	\$280,505	\$1,654,480	\$366,326	\$2,500,000	\$39,441	\$1,813,420	\$534,342	\$1,435,000	\$717,477	\$1,133,875
20-6166	PP&E	\$197,160	\$81,370	\$256,350	\$14,776	\$359,604	\$237,266	\$294,604	\$78,427	\$244,332	\$73,151	\$88,664
		<b>\$2,281,360</b>	<b>\$361,876</b>	<b>\$1,910,830</b>	<b>\$381,102</b>	<b>\$2,859,604</b>	<b>\$276,706</b>	<b>\$2,108,024</b>	<b>\$612,769</b>	<b>\$1,679,332</b>	<b>\$790,628</b>	<b>\$1,222,539</b>
<b>OTHER EXPENDITURES</b>												
20-6045	Contingency	\$8,248,195	\$46,152	\$7,939,363	\$42,397	\$3,838,542	\$39,235	\$2,061,085	\$4,739	\$124,380	\$0	\$202,722
20-6095	Bad Debts Expense	\$300	\$74	\$0	\$105	\$4,000	\$294	\$4,000	\$0	\$4,000	\$0	\$4,000
20-6400	Transfers Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20-6500	Cash Over/Short	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000	-\$9	\$2,000
		<b>\$8,248,495</b>	<b>\$46,226</b>	<b>\$7,939,363</b>	<b>\$42,502</b>	<b>\$3,842,542</b>	<b>\$39,529</b>	<b>\$2,065,085</b>	<b>\$4,739</b>	<b>\$130,380</b>	<b>-\$9</b>	<b>\$208,722</b>
<b>GRAND TOTAL EXPENDITURES</b>		<b>\$12,104,616</b>	<b>\$1,650,225</b>	<b>\$1,132,048</b>	<b>\$1,560,691</b>	<b>\$8,044,644</b>	<b>\$1,356,091</b>	<b>\$5,353,941</b>	<b>\$1,572,461</b>	<b>\$2,959,538</b>	<b>\$1,723,774</b>	<b>\$2,518,133</b>
<b>GRAND TOTAL WITHOUT CONTINGENCY</b>		<b>\$3,856,421</b>	<b>\$1,604,073</b>	<b>\$3,380,685</b>	<b>\$1,518,294</b>	<b>\$4,206,101</b>	<b>\$1,316,856</b>	<b>\$3,292,856</b>	<b>\$1,567,722</b>	<b>\$2,835,158</b>	<b>\$1,723,774</b>	<b>\$2,315,411</b>

REVENUE BUDGET PROPOSAL - CITY OF KUNA - FYE 2021  
SEWER FUND

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
<b>OPERATING REVENUE</b>												
21-4600	Sewer User Fees	\$3,888,000	\$3,294,173	\$2,741,199	\$2,611,732	\$2,227,403	\$2,366,842	\$2,227,403	\$2,117,037	\$2,041,173	\$1,965,466	\$1,892,948
21-4640	Sewer Farm Revenue	\$102,714	\$102,714	\$115,182	\$111,810	\$139,570	\$124,192	\$139,570	\$131,226	\$139,750	\$136,810	\$139,750
21-4185	Miscellaneous Income	\$50,000	\$68,307	\$50,000	\$92,482	\$138,450	\$78,198	\$138,450	\$58,948	\$900	\$80,139	\$76,550
21-4510	Service Reconnect Fees	\$17,000	\$17,272	\$17,000	\$21,748	\$13,000	\$26,111	\$13,000	\$16,829	\$0	\$0	\$0
21-4550	Sewer Line Inspections	\$35,000	\$49,570	\$30,000	\$50,354	\$9,000	\$33,422	\$9,000	\$18,509	\$8,000	\$30,154	\$4,000
21-4775	Late Payment Fee	\$35,000	\$34,454	\$35,000	\$47,276	\$23,000	\$42,580	\$23,000	\$35,970	\$0	\$0	\$0
21-4358	Development Support Services	\$1,500	\$1,610	\$1,500	\$1,780	\$4,000	\$2,696	\$4,000	\$3,127	\$2,000	\$4,850	\$2,000
		<b>\$4,129,214</b>	<b>\$3,568,100</b>	<b>\$2,989,881</b>	<b>\$2,937,182</b>	<b>\$2,554,423</b>	<b>\$2,674,042</b>	<b>\$2,554,423</b>	<b>\$2,381,647</b>	<b>\$2,191,823</b>	<b>\$2,217,420</b>	<b>\$2,115,248</b>
<b>CAPITAL REVENUE</b>												
21-4505	New Service Connection	\$0	\$0	\$0	\$276	\$0	\$4,555	\$0	\$3,277	\$0	\$1,092	\$0
21-4606	LID Reduced Sewer Connection	\$825,000	\$826,469	\$843,217	\$863,140	\$474,978	\$677,315	\$474,978	\$485,814	\$112,608	\$248,988	\$84,216
21-4173	Interest Revenue	\$50,000	\$93,396	\$65,000	\$99,648	\$5,900	\$42,617	\$5,900	\$6,886	\$2,300	\$4,535	\$1,750
21-4900	Transfers In	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21-4950	Carryover	\$4,967,275	\$4,796,646	\$3,863,199	\$5,310,831	\$4,695,560	\$0	\$2,984,664	\$0	\$1,229,447	\$2,937,035	\$1,234,602
		<b>\$5,842,275</b>	<b>\$5,716,511</b>	<b>\$4,771,416</b>	<b>\$6,273,894</b>	<b>\$5,176,438</b>	<b>\$724,487</b>	<b>\$3,465,542</b>	<b>\$495,977</b>	<b>\$1,344,355</b>	<b>\$3,191,650</b>	<b>\$1,320,568</b>
<b>GRAND TOTAL REVENUE</b>		<b>\$9,971,489</b>	<b>\$9,284,611</b>	<b>\$7,761,297</b>	<b>\$9,211,076</b>	<b>\$7,730,861</b>	<b>\$3,398,529</b>	<b>\$6,019,965</b>	<b>\$2,877,623</b>	<b>\$3,536,178</b>	<b>\$5,409,070</b>	<b>\$3,435,816</b>
<b>GRAND TOTAL WITHOUT CARRYOVER</b>		<b>\$5,004,214</b>	<b>\$4,487,965</b>	<b>\$3,898,098</b>	<b>\$3,900,245</b>	<b>\$3,035,301</b>	<b>\$3,398,529</b>	<b>\$3,035,301</b>	<b>\$2,877,623</b>	<b>\$2,306,731</b>	<b>\$2,472,035</b>	<b>\$2,201,214</b>

\*Forecast

EXPENDITURE BUDGET PROPOSAL - CITY OF KUNA - FYE 2021  
SEWER FUND

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
<b>LABOR &amp; BENEFITS</b>												
21-5005	Salaries & Wages - Staff	\$717,897	\$693,070	\$689,130	\$645,042	\$685,953	\$562,304	\$601,422	\$497,062	\$542,051	\$484,887	\$488,434
21-5795	Salaries - Overtime	\$17,947	\$8,065	\$17,228	\$6,952	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21-5009	Salaries & Wages - Seasonal	\$0	\$0	\$0	\$0	\$0	\$223	\$11,329	\$0	\$0	\$201	\$0
21-5000	Salaries & Wages - Elected	\$4,393	\$4,254	\$4,311	\$4,478	\$4,130	\$3,961	\$4,107	\$3,920	\$4,060	\$3,587	\$0
21-5800	OASDI - Employer	\$45,895	\$43,040	\$44,061	\$39,697	\$42,785	\$34,246	\$38,245	\$30,512	\$33,859	\$31,279	\$30,283
21-5810	Medicare - Employer	\$10,733	\$10,067	\$10,305	\$9,284	\$10,006	\$7,283	\$8,944	\$7,136	\$7,919	\$7,326	\$6,364
21-5820	Group Medical Insurance	\$106,587	\$91,191	\$100,320	\$87,153	\$74,151	\$71,780	\$74,004	\$60,218	\$67,561	\$71,362	\$77,314
21-5830	Group Life Insurance	\$461	\$343	\$461	\$443	\$387	\$371	\$386	\$329	\$372	\$323	\$356
21-5840	PERSI Employer 401 (a)	\$88,386	\$86,813	\$84,855	\$75,133	\$79,847	\$59,937	\$70,066	\$53,556	\$63,193	\$56,764	\$56,502
21-5850	Worker's Compensation	\$13,912	\$10,555	\$15,051	\$11,597	\$18,366	\$8,684	\$14,795	\$7,919	\$14,132	\$13,394	\$12,651
21-5860	Group Dental/Vision Insurance	\$8,419	\$8,649	\$8,657	\$7,220	\$6,638	\$5,844	\$6,625	\$5,787	\$7,157	\$6,391	\$5,897
21-6280	Unemployment Expenses	\$0	\$0	\$0	\$0	\$0	\$28	\$0	\$0	\$0	\$0	\$713
		<b>\$1,014,629</b>	<b>\$956,046</b>	<b>\$974,379</b>	<b>\$887,000</b>	<b>\$922,263</b>	<b>\$754,659</b>	<b>\$829,923</b>	<b>\$666,439</b>	<b>\$740,304</b>	<b>\$675,513</b>	<b>\$678,514</b>
<b>MAINTENANCE &amp; GENERAL OPERATIONS</b>												
21-6025	Janitorial	\$7,000	\$3,913	\$3,600	\$3,473	\$3,000	\$2,476	\$1,700	\$2,308	\$1,449	\$1,332	\$1,533
21-6050	Contract Labor	\$2,000	\$0	\$2,500	\$0	\$2,500	\$0	\$0	\$0	\$2,500	\$0	\$2,500
21-6052	Contract Services	\$17,000	\$15,712	\$15,500	\$10,413	\$15,500	\$12,527	\$15,500	\$11,344	\$15,079	\$8,787	\$15,573
21-6065	Dig Line Expenditures	\$3,500	\$2,893	\$2,700	\$3,081	\$2,000	\$2,265	\$2,000	\$1,421	\$2,000	\$1,064	\$2,000
21-6075	Dues & Memberships	\$3,500	\$797	\$3,632	\$1,178	\$3,632	\$1,428	\$2,731	\$2,315	\$2,731	\$2,153	\$2,575

21-6090	Farm Expenditures	\$102,714	\$118,588	\$116,000	\$73,606	\$116,000	\$97,057	\$116,000	\$92,699	\$112,000	\$116,341	\$110,000
21-6110	Interest Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21-6125	Legal Publications	\$1,300	\$474	\$1,300	\$267	\$1,300	\$683	\$1,300	\$647	\$1,300	\$33	\$1,300
21-6130	Liability & Property Insurance	\$41,305	\$38,603	\$38,603	\$36,077	\$36,077	\$33,717	\$33,717	\$32,111	\$32,111	\$30,614	\$31,481
21-6131	Insurance Claims Paid	\$500	\$230	\$0	\$1,503	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21-6140	Maint. & Repair - Bldng. & Grounds	\$25,000	\$20,908	\$25,000	\$17,284	\$23,900	\$27,509	\$18,500	\$14,902	\$23,900	\$6,768	\$23,900
21-6141	IT Small Equipment	\$9,702	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21-6142	Maint. & Repair - Equipment	\$60,000	\$54,748	\$51,000	\$28,213	\$51,000	\$42,845	\$51,000	\$36,686	\$62,000	\$39,249	\$62,000
21-6150	Maint. & Repair - System	\$155,210	\$96,514	\$155,210	\$132,747	\$141,100	\$88,155	\$111,100	\$74,314	\$54,600	\$257,784	\$215,000
21-6151	Maint. & Repair - Process Chemicals	\$119,427	\$101,615	\$119,427	\$113,034	\$108,570	\$119,112	\$103,400	\$85,436	\$123,400	\$0	\$0
21-6152	Maint. & Repair - Lab Costs	\$28,000	\$24,172	\$25,933	\$24,211	\$23,575	\$30,247	\$20,500	\$24,660	\$19,000	\$0	\$0
21-6153	Maint. & Repair - Sludge Disposal	\$37,500	\$35,120	\$36,383	\$36,030	\$34,650	\$34,110	\$33,000	\$34,300	\$34,000	\$0	\$0
21-6155	Meetings/Committees	\$1,450	\$514	\$1,450	\$40	\$1,450	\$612	\$1,450	\$245	\$1,450	\$323	\$1,450
21-6160	Miscellaneous Expenditures	\$35,000	\$17,740	\$30,000	\$45,147	\$242,473	\$4,938	\$242,473	\$1,708	\$4,813	\$236,973	\$3,813
21-6165	Office Supplies	\$8,500	\$7,284	\$5,500	\$5,165	\$4,000	\$2,909	\$3,700	\$2,053	\$3,700	\$1,464	\$3,700
21-6175	Small Tools	\$16,500	\$7,444	\$16,500	\$10,074	\$15,000	\$4,411	\$15,000	\$11,556	\$0	\$6,741	\$24,783
21-6190	Postage & Billing	\$27,500	\$25,935	\$21,000	\$20,933	\$17,955	\$19,685	\$17,955	\$19,532	\$23,814	\$19,255	\$23,612
21-6202	Professional Services	\$25,000	\$10,538	\$23,557	\$19,555	\$23,557	\$15,537	\$23,557	\$23,671	\$2,715	\$11,372	\$8,263
21-6211	Rent - Buildings & Land	\$2,400	\$1,458	\$2,400	\$1,458	\$2,400	\$1,337	\$2,400	\$2,139	\$1,512	\$15,739	\$15,925
21-6212	Rent - Equipment	\$3,000	\$490	\$3,000	\$2,254	\$2,000	\$1,505	\$2,000	\$1,185	\$2,000	\$1,177	\$1,750
21-6230	Safety Training & Equipment	\$3,500	\$3,276	\$2,640	\$3,351	\$2,400	\$1,445	\$2,400	\$2,438	\$2,400	\$1,435	\$2,400
21-6255	Telephone	\$20,000	\$13,071	\$14,500	\$12,374	\$14,500	\$11,838	\$14,500	\$14,048	\$11,917	\$12,123	\$13,343
21-6265	Training & Schooling	\$2,500	\$1,903	\$2,500	\$2,006	\$2,500	\$720	\$2,500	\$1,232	\$2,500	\$584	\$5,000
21-6270	Travel	\$750	\$708	\$750	\$0	\$750	\$78	\$750	\$4	\$2,500	\$10	\$2,500
21-6285	Uniforms	\$4,800	\$806	\$4,800	\$2,719	\$4,000	\$914	\$4,000	\$2,130	\$3,100	\$2,831	\$3,000
21-6290	Utilities	\$280,000	\$241,185	\$280,000	\$257,774	\$280,000	\$247,736	\$280,000	\$245,771	\$275,000	\$247,417	\$271,085
21-6300	Fuel	\$19,500	\$16,964	\$15,000	\$16,508	\$15,000	\$13,468	\$12,500	\$11,978	\$25,000	\$9,266	\$25,000
21-6305	Maint. & Repair - Vehicles	\$15,000	\$5,573	\$16,016	\$13,452	\$12,320	\$3,755	\$11,200	\$11,095	\$11,000	\$3,808	\$11,000
21-6505	Bank Fees	\$27,500	\$24,364	\$25,000	\$22,186	\$16,900	\$18,566	\$16,900	\$16,017	\$15,971	\$16,008	\$12,280
		<b>\$1,106,558</b>	<b>\$893,540</b>	<b>\$1,061,400</b>	<b>\$916,114</b>	<b>\$1,220,009</b>	<b>\$841,584</b>	<b>\$1,163,733</b>	<b>\$779,945</b>	<b>\$875,462</b>	<b>\$1,050,652</b>	<b>\$896,766</b>
<b>DEBT COVERAGE</b>												
21-6015	Bond & Loan Payments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		<b>\$0</b>										
<b>CAPITAL EXPENDITURES</b>												
21-6020	Capital Improvements	\$1,882,200	\$47,752	\$691,480	\$1,399,213	\$1,861,482	\$948,025	\$2,107,420	\$698,808	\$1,534,000	\$517,895	\$1,551,000
21-6166	PP&E	\$259,260	\$525,046	\$598,350	\$160,379	\$309,350	\$10,586	\$309,350	\$176,067	\$210,259	\$53,769	\$98,793
		<b>\$2,141,460</b>	<b>\$572,798</b>	<b>\$1,289,830</b>	<b>\$1,559,592</b>	<b>\$2,170,832</b>	<b>\$958,610</b>	<b>\$2,416,770</b>	<b>\$874,875</b>	<b>\$1,744,259</b>	<b>\$571,664</b>	<b>\$1,649,793</b>
<b>OTHER EXPENDITURES</b>												
21-6045	Contingency	\$5,708,842	\$36,929	\$4,435,688	\$470,481	\$3,411,206	\$21,085	\$1,624,342	\$4,768	\$168,153	\$0	\$198,743
21-6095	Bad Debts Expense	\$0	\$0	\$0	\$697	\$4,000	\$0	\$4,000	\$0	\$0	\$0	\$4,000
21-6400	Transfers Out	\$0	\$0	\$0	\$0	\$6,000	\$0	\$6,000	\$0	\$6,000	\$0	\$6,000
21-6500	Cash Over/Short	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000	\$36	\$2,000
		<b>\$5,708,842</b>	<b>\$36,929</b>	<b>\$4,435,688</b>	<b>\$471,178</b>	<b>\$3,421,206</b>	<b>\$21,085</b>	<b>\$1,634,342</b>	<b>\$4,768</b>	<b>\$176,153</b>	<b>\$36</b>	<b>\$210,743</b>
<b>GRAND TOTAL EXPENDITURES</b>		<b>\$9,971,489</b>	<b>\$2,459,314</b>	<b>\$7,761,297</b>	<b>\$3,833,884</b>	<b>\$7,734,310</b>	<b>\$2,575,939</b>	<b>\$6,044,768</b>	<b>\$2,326,027</b>	<b>\$3,536,178</b>	<b>\$2,297,865</b>	<b>\$3,435,816</b>
<b>GRAND TOTAL WITHOUT CONTINGENCY</b>		<b>\$4,262,647</b>	<b>\$2,422,385</b>	<b>\$3,325,609</b>	<b>\$3,363,403</b>	<b>\$4,323,104</b>	<b>\$2,554,854</b>	<b>\$4,420,426</b>	<b>\$2,321,259</b>	<b>\$3,368,025</b>	<b>\$2,297,865</b>	<b>\$3,237,073</b>

\*Forecast

REVENUE BUDGET PROPOSAL - CITY OF KUNA - FYE 2021  
IRRIGATION FUND

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
<b>OPERATING REVENUE</b>												
25-4700	Pressurized Irrigation User Fees	\$780,000	\$726,128	\$670,262	\$657,525	\$592,377	\$634,512	\$592,377	\$576,475	\$554,840	\$527,099	\$483,000
25-4177	Gravity Irrigation User Fees	\$18,000	\$22,852	\$18,268	\$18,157	\$26,210	\$20,424	\$26,210	\$24,417	\$22,000	\$23,929	\$12,000
25-4185	Miscellaneous Income	\$20,000	\$23,500	\$20,000	\$322,202	\$109,003	\$204,578	\$109,003	\$175,450	\$104,724	\$156,397	\$76,053
25-4510	Service Reconnect Fees	\$4,000	\$4,934	\$6,000	\$5,421	\$4,000	\$7,360	\$4,000	\$6,411	\$100	\$20	\$100
25-4550	Irrigation Line Inspections	\$30,000	\$60,309	\$30,000	\$68,124	\$20,000	\$55,812	\$20,000	\$24,736	\$10,000	\$38,819	\$4,000
25-4775	Late Pay Fees	\$10,000	\$9,574	\$10,000	\$11,666	\$8,500	\$13,799	\$8,500	\$14,246	\$400	\$801	\$800
25-4358	Development Support Services	\$700	\$686	\$800	\$640	\$1,200	\$1,027	\$1,200	\$1,115	\$750	\$1,863	\$200
		<b>\$862,700</b>	<b>\$847,983</b>	<b>\$755,329</b>	<b>\$1,083,735</b>	<b>\$761,290</b>	<b>\$937,512</b>	<b>\$761,290</b>	<b>\$822,850</b>	<b>\$692,814</b>	<b>\$748,927</b>	<b>\$576,153</b>
<b>CAPITAL REVENUE</b>												
25-4505	New Service Connection	\$636,488	\$636,488	\$687,305	\$697,169	\$315,557	\$506,686	\$315,557	\$385,807	\$180,000	\$305,850	\$157,500
25-4503	New Service Tap	\$0	\$0	\$500	\$351	\$500	\$429	\$500	\$756	\$0	\$2,348	\$0
25-4173	Interest Revenue	\$35,000	\$74,943	\$45,000	\$70,853	\$2,500	\$20,047	\$2,500	\$4,669	\$2,000	\$2,937	\$800
25-4900	Transfers In	\$0	\$0	\$0	\$0	\$100	\$0	\$100	\$0	\$100	\$0	\$100
25-4950	Carryover	\$3,634,872	\$3,742,129	\$3,457,211	\$2,499,141	\$2,215,413	\$0	\$1,588,537	\$0	\$505,944	\$1,584,954	\$536,037
		<b>\$4,306,360</b>	<b>\$4,453,560</b>	<b>\$4,190,016</b>	<b>\$3,267,514</b>	<b>\$2,534,070</b>	<b>\$527,162</b>	<b>\$1,907,194</b>	<b>\$391,232</b>	<b>\$688,044</b>	<b>\$1,896,089</b>	<b>\$694,437</b>
<b>GRAND TOTAL REVENUE</b>		<b>\$5,169,060</b>	<b>\$5,301,542</b>	<b>\$4,945,345</b>	<b>\$4,351,249</b>	<b>\$3,295,360</b>	<b>\$1,464,674</b>	<b>\$2,668,484</b>	<b>\$1,214,082</b>	<b>\$1,380,858</b>	<b>\$2,645,016</b>	<b>\$1,270,590</b>
<b>GRAND TOTAL WITHOUT CARRYOVER</b>		<b>\$1,534,188</b>	<b>\$1,559,414</b>	<b>\$1,488,134</b>	<b>\$1,852,109</b>	<b>\$1,079,947</b>	<b>\$1,464,674</b>	<b>\$1,079,947</b>	<b>\$1,214,082</b>	<b>\$874,914</b>	<b>\$1,060,062</b>	<b>\$734,553</b>

\*Forecast

EXPENDITURE BUDGET PROPOSAL - CITY OF KUNA - FYE 2021  
IRRIGATION FUND

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
<b>LABOR &amp; BENEFITS</b>												
25-5005	Salaries & Wages - Staff	\$161,164	\$160,396	\$155,988	\$145,782	\$156,113	\$142,583	\$135,462	\$117,510	\$118,488	\$113,355	\$112,919
25-5795	Salaries - Overtime	\$4,029	\$3,017	\$3,900	\$3,264	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25-5009	Salaries & Wages - Seasonal	\$0	\$0	\$0	\$0	\$0	\$111	\$2,268	\$0	\$0	\$77	\$0
25-5000	Salaries & Wages - Elected	\$2,197	\$2,183	\$2,155	\$2,181	\$2,065	\$1,972	\$2,053	\$1,960	\$2,030	\$1,794	\$0
25-5800	OASDI - Employer	\$10,378	\$10,182	\$10,047	\$9,224	\$9,807	\$8,754	\$8,666	\$7,229	\$7,472	\$7,244	\$7,001
25-5810	Medicare - Employer	\$2,427	2,379.55	\$2,350	\$2,156	\$2,294	\$1,897	\$2,027	\$1,690	\$1,748	\$1,696	\$1,445
25-5820	Group Medical Insurance	\$25,000	\$21,934	\$22,659	\$20,363	\$22,049	\$19,939	\$19,522	\$16,140	\$17,181	\$18,182	\$18,215
25-5830	Group Life Insurance	\$106	\$100	\$108	\$103	\$108	\$94	\$94	\$80	\$86	\$78	\$85
25-5840	PERSI Employer 401 (a)	\$19,987	\$19,904	\$19,349	\$17,437	\$18,308	\$15,221	\$15,918	\$12,755	\$13,951	\$13,099	\$13,063
25-5850	Worker's Compensation	\$5,212	\$3,571	\$5,344	\$3,917	\$5,836	\$2,909	\$5,021	\$2,854	\$3,017	\$2,810	\$2,832
25-5860	Group Dental/Vision Insurance	\$3,500	\$2,552	\$2,033	\$1,936	\$2,098	\$1,863	\$1,870	\$1,682	\$1,799	\$1,528	\$1,394
25-6280	Unemployment Expenses	\$0	\$0	\$0	\$0	\$0	\$14	\$0	\$0	\$0	\$0	\$272
		<b>\$233,999</b>	<b>\$226,218</b>	<b>\$223,933</b>	<b>\$206,364</b>	<b>\$218,677</b>	<b>\$195,358</b>	<b>\$192,901</b>	<b>\$161,900</b>	<b>\$165,772</b>	<b>\$159,862</b>	<b>\$157,226</b>
<b>MAINTENANCE &amp; GENERAL OPERATIONS</b>												
25-6025	Janitorial	\$4,000	\$1,286	\$3,600	\$1,337	\$900	\$917	\$765	\$845	\$527	\$488	\$587
25-6050	Contract Labor	\$1,000	\$0	\$1,000	\$0	\$1,000	\$0	\$1,000	\$0	\$1,000	\$0	\$1,000
25-6052	Contract Services	\$6,700	\$6,343	\$6,400	\$4,131	\$6,400	\$5,455	\$6,400	\$5,249	\$5,762	\$3,300	\$5,857
25-6065	Dig Line Expenditures	\$1,500	\$1,102	\$1,000	\$1,174	\$600	\$863	\$600	\$0	\$500	\$405	\$500
25-6075	Dues & Memberships	\$500	\$195	\$479	\$261	\$479	\$561	\$360	\$316	\$360	\$283	\$240

25-6115	M&R - Gravity	\$2,500	\$429	\$2,250	\$891	\$1,500	\$1,192	\$1,000	\$1,699	\$1,000	\$408	\$1,000
25-6110	Interest Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25-6116	Irrigation Water Costs	\$150,545	\$133,860	\$150,545	\$118,010	\$125,454	\$106,849	\$114,049	\$106,429	\$114,049	\$104,168	\$92,000
25-6125	Legal Publications	\$1,900	\$101	\$1,900	\$1,597	\$1,900	\$365	\$1,900	\$556	\$1,900	\$651	\$1,900
25-6130	Liability & Property Insurance	\$4,533	\$4,237	\$4,237	\$3,960	\$5,701	\$3,701	\$3,701	\$3,524	\$3,524	\$3,716	\$3,455
25-6131	Insurance Claims Paid	\$300	\$0	\$0	\$0	\$100	\$0	\$100	\$0	\$100	\$0	\$100
25-6140	Maint. & Repair - Bldng. & Grounds	\$3,300	\$2,024	\$3,300	\$1,767	\$3,300	\$2,578	\$3,300	\$2,425	\$3,100	\$1,027	\$3,100
25-6141	IT Small Equipment	\$2,646	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25-6142	Maint. & Repair - Equipment	\$8,800	\$3,711	\$8,800	\$4,458	\$8,800	\$3,761	\$8,800	\$3,640	\$8,800	\$4,573	\$8,800
25-6150	Maint. & Repair - Pressure	\$75,000	\$79,599	\$50,000	\$29,526	\$50,000	\$43,160	\$50,000	\$26,611	\$50,000	\$18,721	\$50,000
25-6155	Meetings/Committees	\$650	\$263	\$650	\$18	\$650	\$197	\$650	\$63	\$650	\$103	\$590
25-6160	Miscellaneous Expenditures	\$20,000	\$21	\$20,000	\$3,399	\$69,293	-\$19	\$69,293	\$0	\$5,313	\$0	\$1,313
25-6165	Office Supplies	\$3,600	\$2,303	\$1,500	\$1,369	\$969	\$1,006	\$775	\$687	\$750	\$365	\$750
25-6175	Small Tools	\$6,725	\$4,965	\$6,725	\$1,694	\$6,725	\$1,459	\$6,725	\$3,562	\$8,725	\$3,693	\$9,112
25-6190	Postage & Billing	\$9,500	\$8,904	\$8,000	\$8,070	\$7,125	\$7,720	\$7,125	\$7,638	\$9,336	\$7,985	\$8,327
25-6202	Professional Services	\$11,500	\$958	\$11,500	\$6,775	\$6,435	\$5,758	\$6,435	\$5,674	\$6,435	\$1,378	\$6,315
25-6211	Rent - Buildings & Land	\$950	\$648	\$950	\$648	\$950	\$594	\$950	\$934	\$648	\$6,029	\$6,191
25-6212	Rent - Equipment	\$1,200	\$274	\$1,200	\$914	\$800	\$110	\$800	\$4	\$800	\$0	\$800
25-6230	Safety Training & Equipment	\$900	\$329	\$900	\$77	\$900	\$140	\$900	\$263	\$900	\$157	\$900
25-6255	Telephone	\$4,520	\$4,041	\$4,520	\$3,638	\$4,520	\$3,819	\$4,520	\$4,450	\$3,977	\$3,955	\$4,159
25-6265	Training & Schooling	\$930	\$647	\$930	\$873	\$620	\$365	\$620	\$490	\$500	\$615	\$500
25-6270	Travel	\$200	\$193	\$200	\$0	\$200	\$22	\$200	\$1	\$200	\$4	\$200
25-6285	Uniforms	\$900	\$366	\$900	\$663	\$750	\$326	\$750	\$563	\$750	\$201	\$750
25-6290	Utilities	\$135,000	\$118,048	\$135,000	\$115,148	\$106,384	\$115,203	\$106,384	\$95,075	\$96,190	\$96,493	\$81,187
25-6300	Fuel	\$4,000	\$2,777	\$4,000	\$2,590	\$4,000	\$4,948	\$4,000	\$3,394	\$4,000	\$2,205	\$3,500
25-6305	Maint. & Repair - Vehicles	\$1,375	\$1,118	\$1,375	\$959	\$1,250	\$663	\$1,250	\$453	\$1,250	\$184	\$1,250
25-6505	Bank Fees	\$11,500	\$9,594	\$10,000	\$8,736	\$6,292	\$7,311	\$6,292	\$6,309	\$6,292	\$4,698	\$4,838
		<b>\$476,674</b>	<b>\$388,335</b>	<b>\$441,861</b>	<b>\$322,682</b>	<b>\$423,997</b>	<b>\$319,023</b>	<b>\$409,644</b>	<b>\$280,854</b>	<b>\$337,338</b>	<b>\$265,805</b>	<b>\$299,221</b>
<b>DEBT COVERAGE</b>												
25-6015	Bond & Loan Payments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>CAPITAL EXPENDITURES</b>												
25-6020	Capital Improvements	\$586,600	\$62,590	\$723,900	\$32,772	\$496,620	\$121,027	\$496,620	\$712,750	\$676,500	\$219,330	\$604,175
25-6166	PP&E	\$66,080	\$38,869	\$94,250	\$33,778	\$82,467	\$1,369	\$82,467	\$15,191	\$59,650	\$11,419	\$42,951
		<b>\$652,680</b>	<b>\$101,459</b>	<b>\$818,150</b>	<b>\$66,550</b>	<b>\$579,087</b>	<b>\$122,396</b>	<b>\$579,087</b>	<b>\$727,941</b>	<b>\$736,150</b>	<b>\$230,749</b>	<b>\$647,126</b>
<b>OTHER EXPENDITURES</b>												
25-6045	Contingency	\$3,805,707	\$14,587	\$3,461,402	\$27,372	\$2,073,501	\$10,101	\$1,486,754	\$1,845	\$141,498	\$101,300	\$150,982
25-6095	Bad Debts Expense	\$0	\$0	\$0	\$12	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25-6400	Transfers Out	\$0	\$0	\$0	\$0	\$100	\$0	\$100	\$0	\$100	\$0	\$15,000
25-6500	Cash Over/Short	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$3	\$0
		<b>\$3,805,707</b>	<b>\$14,587</b>	<b>\$3,461,402</b>	<b>\$27,383</b>	<b>\$2,073,601</b>	<b>\$10,101</b>	<b>\$1,486,854</b>	<b>\$1,845</b>	<b>\$141,598</b>	<b>\$101,297</b>	<b>\$165,982</b>
<b>GRAND TOTAL EXPENDITURES</b>		<b>\$5,169,060</b>	<b>\$730,599</b>	<b>\$4,945,345</b>	<b>\$622,980</b>	<b>\$3,295,362</b>	<b>\$646,878</b>	<b>\$2,668,486</b>	<b>\$1,172,540</b>	<b>\$1,380,858</b>	<b>\$757,713</b>	<b>\$1,269,555</b>
<b>GRAND TOTAL WITHOUT CONTINGENCY</b>		<b>\$1,363,353</b>	<b>\$716,012</b>	<b>\$1,483,943</b>	<b>\$595,608</b>	<b>\$1,221,861</b>	<b>\$636,777</b>	<b>\$1,181,732</b>	<b>\$1,170,695</b>	<b>\$1,239,360</b>	<b>\$656,413</b>	<b>\$1,118,573</b>

\*Forecast

REVENUE & EXPENDITURE STATEMENT - CITY OF KUNA - FYE 2021  
SOLID WASTE FUND

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
<b>SOLID WASTE REVENUE</b>												
26-4173	Interest Revenue	\$200	\$618	\$1,000	\$1,961	\$0	\$810	\$0	\$202	\$0	\$120	\$0
26-4950	Carryover	\$90,000	\$96,389	\$90,000	\$89,881	\$0	\$0	\$0	\$0	\$0	\$0	\$0
26-4975	Solid Waste User Fees	\$2,399,301	\$2,329,418	\$2,372,055	\$2,189,217	\$2,029,335	\$1,933,037	\$1,858,827	\$1,753,386	\$1,674,519	\$1,620,715	\$1,456,066
		<b>\$2,489,501</b>	<b>\$2,426,425</b>	<b>\$2,463,055</b>	<b>\$2,281,059</b>	<b>\$2,029,335</b>	<b>\$1,933,847</b>	<b>\$1,858,827</b>	<b>\$1,753,588</b>	<b>\$1,674,519</b>	<b>\$1,620,835</b>	<b>\$1,456,066</b>
<b>SOLID WASTE EXPENDITURES</b>												
26-6045	Contingency	\$126,171	\$131,930	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
26-7000	Solid Waste Service Fees	\$2,363,330	\$2,294,495	\$2,373,055	\$2,187,225	\$2,029,335	\$1,912,978	\$1,858,827	\$1,749,562	\$1,674,519	\$1,613,549	\$1,456,066
		<b>\$2,489,501</b>	<b>\$2,426,425</b>	<b>\$2,463,055</b>	<b>\$2,187,225</b>	<b>\$2,029,335</b>	<b>\$1,912,978</b>	<b>\$1,858,827</b>	<b>\$1,749,562</b>	<b>\$1,674,519</b>	<b>\$1,613,549</b>	<b>\$1,456,066</b>
<b>GRAND TOTAL NET</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$93,834</b>	<b>\$0</b>	<b>\$20,869</b>	<b>\$0</b>	<b>\$4,026</b>	<b>\$0</b>	<b>\$7,286</b>	<b>\$0</b>

\* Forecast

REVENUE & EXPENDITURE STATEMENT - CITY OF KUNA - FYE 2021  
CAPITAL PROJECTS FUND (GOVERNMENTAL FUNDS)\*

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
<b>CAPITAL PROJECTS REVENUE</b>												
40-4900	Transfers In	\$1,118,269	\$1,582,259	\$1,582,259	\$631,500	\$631,500	\$388,110	\$388,110	\$631,875	\$608,075	\$147,200	\$147,200
40-4950	Fund Balance Carryover	\$696,070	\$258,998	\$245,000	\$213,419	\$100,000	\$182,390	\$75,000	\$75,000	\$55,000	\$25,000	\$25,000
		<b>\$1,814,339</b>	<b>\$1,841,257</b>	<b>\$1,827,259</b>	<b>\$844,919</b>	<b>\$731,500</b>	<b>\$570,500</b>	<b>\$463,110</b>	<b>\$706,875</b>	<b>\$663,075</b>	<b>\$172,200</b>	<b>\$172,200</b>
<b>CAPITAL PROJECTS EXPENDITURES</b>												
40-6166	PP&E - Operations	\$131,000	\$43,113	\$1,520,269	\$169,836	\$252,600	\$96,665	\$214,650	\$83,029	\$225,375	\$62,200	\$62,200
40-6020	Capital Improvements	\$1,576,269	\$795,058	\$61,990	\$95,093	\$378,900	\$56,790	\$173,460	\$200,426	\$382,700	\$35,905	\$60,000
40-6400	Transfers Out	\$96,687	\$380,239	\$0	\$244,682	\$0	\$206,712	\$0	\$50,095	\$0	\$0	\$0
40-6045	Contingency	\$10,383	\$0	\$245,000	\$0	\$100,000	\$0	\$75,000	\$0	\$55,000	\$0	\$50,000
		<b>\$1,814,339</b>	<b>\$1,218,410</b>	<b>\$1,827,259</b>	<b>\$509,611</b>	<b>\$731,500</b>	<b>\$360,167</b>	<b>\$463,110</b>	<b>\$333,550</b>	<b>\$663,075</b>	<b>\$98,105</b>	<b>\$172,200</b>
<b>GRAND TOTAL NET</b>		<b>\$0</b>	<b>\$622,846</b>	<b>\$0</b>	<b>\$335,308</b>	<b>\$0</b>	<b>\$210,332</b>	<b>\$0</b>	<b>\$373,325</b>	<b>\$0</b>	<b>\$74,095</b>	<b>\$0</b>

\*Capital projects in the enterprise funds are handled within the funds themselves.

REVENUE & EXPENDITURE STATEMENT - CITY OF KUNA - FYE 2021  
PARK IMPACT FEE FUND & CAPITAL PROJECTS FUND (GOVERNMENTAL FUNDS)

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
<b>CAPITAL PROJECTS REVENUE</b>												
50-4173	Interest Revenue	\$15,000	\$17,370	\$18,000	\$12,406	\$0	\$0	\$0	\$0	\$0	\$0	\$0
50-4650	Park Impact Fee Revenue	\$699,555	\$699,555	\$717,396	\$722,091	\$413,279	\$563,457	\$403,241	\$456,364	\$187,800	\$0	\$0
50-4950	Carryover	\$1,661,928	\$1,111,275	\$917,273	\$837,293	\$438,007	\$0	\$448,045	\$0	\$0	\$0	\$0
		<b>\$2,376,483</b>	<b>\$1,828,200</b>	<b>\$1,652,669</b>	<b>\$1,571,790</b>	<b>\$851,286</b>	<b>\$563,457</b>	<b>\$851,286</b>	<b>\$456,364</b>	<b>\$187,800</b>	<b>\$0</b>	<b>\$0</b>
<b>CAPITAL PROJECTS EXPENDITURES</b>												
50-6045	Contingency	\$2,376,483	\$15,000	\$1,652,669	\$462,056	\$851,286	\$204,124	\$851,286	\$0	\$187,800	\$0	\$0
		<b>\$2,376,483</b>	<b>\$15,000</b>	<b>\$1,652,669</b>	<b>\$462,056</b>	<b>\$851,286</b>	<b>\$204,124</b>	<b>\$851,286</b>	<b>\$0</b>	<b>\$187,800</b>	<b>\$0</b>	<b>\$0</b>
<b>GRAND TOTAL NET</b>		<b>\$0</b>	<b>\$1,813,200</b>	<b>\$0</b>	<b>\$1,109,735</b>	<b>\$0</b>	<b>\$359,333</b>	<b>\$0</b>	<b>\$456,364</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

\*Forecast

REVENUE & EXPENDITURE STATEMENT - CITY OF KUNA - FYE 2021  
POLICE IMPACT FEE FUND (GOVERNMENTAL FUNDS)

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
<b>CAPITAL PROJECTS REVENUE</b>												
51-4650	Police Impact Fee Revenue	\$57,526	\$57,526	\$16,380	\$12,731	\$0	\$0	\$0	\$0	\$0	\$0	\$0
51-4950	Carryover	\$70,257	\$12,731	\$4,545	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		<b>\$127,783</b>	<b>\$70,257</b>	<b>\$20,925</b>	<b>\$12,731</b>	<b>\$0</b>						
<b>CAPITAL PROJECTS EXPENDITURES</b>												
51-6045	Contingency	\$127,783	\$0	\$20,925	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		<b>\$127,783</b>	<b>\$0</b>	<b>\$20,925</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>GRAND TOTAL NET</b>		<b>\$0</b>	<b>\$70,257</b>	<b>\$0</b>	<b>\$12,731</b>	<b>\$0</b>						

\*Forecast

Activity Number	Priority	Project	Contact	Details	Proposed Amount	Approved Amount	Carryover Project	Transfer In to Fund 40	Grant	CPF (40)		Water (20)		Sewer (21)		Irrigation (25)		Park Impact	
									Various	6020	6166	6020	6166	6020	6166	6020	6166	6045	
	1	Park Restroom Sinking Fund	Bobby	Sinking fund for park restrooms	175,000.00		150,000.00	25,000.00											
	1	Well 2 Rehabilitation	Bobby	Rehabilitation of the irrigation well used to irrigate BF Park, Greenbelt, and ball fields	100,000.00			100,000.00											
	1	Pathways	Bobby	Add additional park pathways	15,000.00			15,000.00											
	2	Splash Pad Concessions Stand	Bobby	Addition of a concession stand near the splash pad	15,000.00			15,000.00											
	1	Maglocks at Restrooms	Bobby	Addition of maglocks for restrooms	22,000.00			22,000.00											
	1	Concrete at Bernie Fisher Park	Bobby	Concrete pad at Bernie Fisher basketball court	24,000.00		24,000.00	-											
	2	Picnic Table Shelter	Bobby	Addition of Bernie Fisher picnic table shelter	30,000.00			30,000.00											
	1	Land Improvements	Bobby	Park development not covered by impact fees	350,000.00		150,000.00	200,000.00											
	1	Large Area Mower	Bobby	Mower needed due to additional 27 acres of parks: Patagonia (7), Ashton Estates (3), Zamzows (14), other (3)	76,000.00			76,000.00											
	1	UTV	Bobby	New UTV to replace UTVs that have broken down	23,000.00			23,000.00											
	1	Rock Rake	Bobby	Attachment for the bobcat skidsteer and toolcat, which will assist in park construction	10,000.00			10,000.00											
	1	Bernie Fisher Playground Equipment	Bobby	Refresh of Bernie Fisher Park playground equipment due to safety concerns	450,000.00			450,000.00											
	1	Greenbelt Purchase	Chris	Purchase of portion of greenbelt from Union Pacific	367,538.00		150,000.00	33,769.00	183,769.00										
	2	Grant Matching	Chris	Grant Matching for grants that are currently unplanned that may arise	81,000.00			81,000.00											
	1	Retail Incubator	Lisa	Construction of small retail locations to be used for promotion of start up businesses	100,000.00		100,000.00	-											
	1	Urban Renewal District	Lisa	Eligibility (10-15), Feasibility (20-40), Legal (25-30), Misc (15)	81,687.36		66,687.36	30,000.00											
	2	City Hall Basement	Paul	Finish constructing wall to secure IT equipment and City records	7,500.00			7,500.00											
	2	Senior Center Exterior	Paul	Face lift of Senior Building; fix potential problems with roof.	15,000.00		15,000.00	-											
	1	Energy Efficiency	Paul	Potentially upgrading our operational systems city-wide to save on expenses long-term.	95,000.00		90,000.00	-											
1097	1	Downtown Gravity to Pl	Paul	Converting old gravity system to pressure in prep for phase II of downtown revitalization	100,000.00		100,000.00	-											
1156	1	Ashton Pump and Pond	Paul	Irrigation storage for east side of hwy 69	400,000.00		400,000.00	-											
	1	Chaparosa and Tomorrow Pump Station Roof	Paul	Roof installation or rehabilitation to prolong the life of the pump station	15,000.00														
	2	Lightpole at Patagonia Pump Station	Paul	Installation of lightpole at Patagonia pump station for security purposes	11,000.00														
	1	Chaparosa and Tomorrow Panel Upgrades	Paul	Panel upgrades at pump stations to improve performance	35,000.00														
1057	1	Misc Pumps, Motors, Equipment	Paul	Misc Pumps, Motors, Equipment	220,000.00		220,000.00	-											
	1	Scada Upgrade Phase II	Paul	Scada Upgrade and Synchronization	60,000.00														
	2	NWWTP Remodel	Paul	Improve entryway and increase security measures at Ten Mile Plant	20,000.00														
	1	West Well Rehabilitation	Paul	Lagoons West Well Rehab Phase III	40,000.00														
	1	Membrane Replacement	Paul	Emergency budget for membrane replacement (getting to the end of the life of current)	315,000.00		105,000.00												
	1	Lift Station Pump Around	Paul	Emergency budget to allow for pumping to occur in event of failure of lift station	20,000.00		20,000.00	-											
	1	Membrane Upgrade	Paul	Membrane upgrade at NWWTP to improve longevity and output of facility	125,000.00		125,000.00	-											
	1	Danskin Feasibility Study	Paul	Capacity study at Danskin lift station	50,000.00														
	1	Fine Screen Overhaul	Paul	Planned replacement of aging component	15,000.00		15,000.00	-											
	1	Autoclave	Paul	Laboratory equipment to provide completely sterile equipment for bacterial tests	6,500.00		6,500.00	-											
	2	Sewer Pickup	Paul	Replacement of aging vehicle at Sewer Lagoons	30,000.00		30,000.00	-											
	1	Storage Building	Paul	Storage building construction for Vac Truck purchased in 2020 and other misc PW equipment	30,000.00														
	2	Parking Lot NWWTP	Paul	Addition of parking at NWWTP in order to add 5-6 spaces	35,000.00														
	2	Dump Trailer	Paul	Dump trailer for public works use	18,000.00														
	2	Solids Trailer	Paul	Trailer to dispose of solids currently handled by J&M	90,000.00														
	2	Pond 3 Rehabilitation	Paul	To dredge pond and replace liner at lagoons on Swan Falls Road	400,000.00														
	1	Aeration Lines Pond 7	Paul	Improvements at lagoons to ensure bacterial efficacy in solid and waste break down	350,000.00														
	1	Hubbard Lift Station Rehabilitation	Paul	Lift station rehabilitation to address capacity concerns	35,000.00														
	1	Falcon Crest Storage Tank	Paul	Water storage tank for Falcon Crest Development	750,000.00		700,000.00												
	1	Water Meters	Paul	Water Meters for building	350,000.00														
	1	Water Rights Strategy	Paul	Future needs and management of water rights	30,000.00		30,000.00	-											
	1	New Production Well	Paul	Well to preserve water rights	800,000.00														
	1	Scissor Hydrants	Paul	Replacement of obsolete hydrants that are prone to fail and not serviceable	30,000.00														
	1	Access Point	Mike	Tool for field operators to be able to access critical info with their phone or tablet	5,000.00														
	1	Fixed Base Meter Reading	Paul	New system for taking water meter readings from stationary towers instead of through readings taken by driving at close proximity	40,000.00														
	2	Fence for Well Heads	Paul	Security measures to protect various well heads	12,000.00														
	2	Rain Gutters at Well Houses	Paul	Installation of gutters at well houses in order to improve longevity of facility	20,000.00														
	2	Pavement at Danskin Well	Paul	Installation of turnaround at Danskin well to improve access	15,000.00														
	2	Parking Lot at Pavement/New Well	Paul	Enlargement of Arbor Ridge parking lot in order to promote public safety	40,000.00														
	2	Service Truck Crane Retrofit	Paul	Installation of crane for service truck	18,000.00														
	1	Patagonia Lift Station Rehabilitation	Paul	Rehabilitation of Patagonia Lift Station to increase capacity	100,000.00														
	1	Danskin Rehabilitation	Paul	Rehabilitation of Danskin Lift Station to increase capacity	75,000.00														
	1	Ten Mile Lift Station	Paul		500,000.00														
					7,243,225.36	-	2,497,187.36	1,118,269.00	183,769.00	1,576,269.00	131,000.00	2,084,200.00	197,160.00	1,882,200.00	259,260.00	586,600.00	66,080.00	-	

**RESOLUTION NO. R43-2020  
CITY OF KUNA, IDAHO  
FOREGONE PROPERTY TAX LEVY**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA:**

- **SETTING FORTH FINDINGS; AND**
- **CERTIFYING THE INTENT OF THE CITY COUNCIL OF THE CITY OF KUNA TO LEVY, AS A PART OF THE GENERAL TAX LEVY PURSUANT TO ORDINANCE NO. 2020-26 THE RECOVERY OF ITS FORGONE PROPERTY TAX; AND**
- **DIRECTING THE CITY CLERK; AND**
- **SETTING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Kuna, Ada County, state of Idaho:

**Section 1: Findings**

It is hereby found by the City Council that:

- 1.1** On the 1<sup>st</sup> day of August, 2020, the City Treasurer was provided with the 2020 L-2 Worksheet which identifies the sum of one thousand one hundred six and No/100ths Dollars [ \$1106] as the Maximum Allowable forgone amount recovery of non-exempt Property Tax the City of Kuna can levy for fiscal year 2020-2021; and
- 1.2** The City Council has determined to budget the sum of one thousand one hundred six and No/100ths Dollars [ \$1106] as the Maximum Allowable forgone increase recovery of property taxes for fiscal year 2020-2021 and is part of the general tax levy on all taxable property within the City of Kuna for the operation of the General Fund during the fiscal year beginning October 1, 2020 as adopted by the Kuna City Council pursuant to Ordinance No. 2020-26, entitled *Annual Appropriation Ordinance*. (the “Forgone Increase”); and
- 1.3** The City Council provided notice of its intent to recover the Forgone Increase and held a public hearing in conjunction with its annual budget hearing on the 15<sup>th</sup> day of September, 2020; and
- 1.4** It is necessary therefore, pursuant to Idaho Code Section 63-802 (e), that the City Council make these findings and approve this resolution.

**Section 2: Council Action Recover of Forgone Amount**

- 2.1** The City Council has budgeted the sum of one thousand one hundred six and No/100ths Dollars [ \$1106] as the Maximum Allowable forgone increase recovery of property taxes for fiscal year 2020-2021 and the same is part of the general tax levy on all taxable property within the City of Kuna for the operation of the General Fund during the fiscal year beginning October 1, 2020 as adopted by the Kuna City Council pursuant to Ordinance No. 2020-26, entitled *Annual Appropriation Ordinance*.

**Section 3: Directing the City Clerk**

**3.1** The Clerk is hereby directed to retain this Resolution in the official records of the City and to certify a copy thereof and provide and file the same with the Ada County Clerk and the Idaho State Tax Commission.

**Section 4. Effective Date**

**4.1** This resolution shall be in full force and effect after its passage, approval.

**PASSED BY THE COUNCIL** of Kuna Idaho this 15<sup>th</sup> day of September, 2020.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 15<sup>th</sup> day of September, 2020.

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Joe L. Stear, Mayor

ATTEST:

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Chris Engels, City Clerk

**RESOLUTION NO. R44-2020  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA;**

- **SETTING FORTH FINDINGS; AND**
- **ELECTION TO BUDGET LESS THAN THE MAXIMUM ALLOWABLE NON-EXEMPT PROPERTY TAX INCREASE FOR FISCAL YEAR 2020-2021; AND**
- **RESERVING THE RIGHT TO RECOVER FISCAL YEAR 2020-2021 FORGONE ALLOWABLE NON-EXEMPT PROPERTY TAX INCREASE IN A SUBSEQUENT YEAR BY ADOPTION OF THIS RESOLUTION AND SPECIFYING THE AMOUNT OF THE FORGONE ALLOWABLE NON-EXEMPT PROPERTY TAX INCREASE BEING RESERVED; AND**
- **DIRECTING THE CITY CLERK; AND**
- **SETTING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Kuna, Ada County, state of Idaho:

**Section 1: Findings**

It is hereby found by the City Council that:

- 1.1** On the 1<sup>st</sup> day of August, 2020, the City Treasurer was provided with the 2020 L-2 Worksheet which identifies the sum of three million six hundred sixty-six thousand nine hundred thirteen dollars [\$3,666,913] as the Maximum Allowable Non-exempt Property Tax the City of Kuna can levy for fiscal year 2020-2021; and
- 1.2** The City Council has determined to budget the sum of ninety-five thousand seven hundred ninety-four dollars [\$95,794] less than its maximum allowable increase in the dollar amount of property taxes for fiscal year 2020-2021 (the “Forgone Increase”); and
- 1.3** The City Council has determined to reserve its right to recover the Forgone Increase in a subsequent year; and
- 1.4** The City Council provided notice of its intent to reserve its right to recover the Forgone Increase and held a public hearing in conjunction with its annual budget hearing on the 15<sup>th</sup> day of September, 2020; and
- 1.5** It is necessary therefore, pursuant to Idaho Code Section 63-802 (f), that the City Council make these findings and approve this resolution.

**Section 2:**

- 2.1** The City Council reserves the right to recover its fiscal year 2020-2021 allowable non-exempt property tax Forgone Increase in the sum of ninety-five thousand seven hundred ninety-four dollars [\$95,794] in a subsequent year.

**Section 3: Directing the City Clerk**

- 3.1** The Clerk is hereby directed to retain this Resolution in the official records of the City and to certify a copy thereof and provide and file the same with the Ada County Clerk and the Idaho State Tax Commission.

**Section 4. Effective Date**

- 4.1** This resolution shall be in full force and effect after its passage, approval.

**PASSED BY THE COUNCIL** of Kuna Idaho this 15<sup>th</sup> day of September, 2020.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 15<sup>th</sup> day of September, 2020.

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

ATTEST:

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

# CITY OF KUNA

## State of Idaho *Proclamation*

### DOMESTIC VIOLENCE AWARENESS MONTH

**WHEREAS**, Domestic violence is defined as abusive behavior in a personal relationship that gives one member control and power over another through physical, emotional, sexual, economic or psychological actions or threats; and

**WHEREAS**, An estimated one in four women and one in seven men will face domestic abuse in their lifetime, and in 2018 there were 5,284 calls for service related to domestic violence and sexual assault in Ada County; and

**WHEREAS**, A range of services and programs exist throughout the Treasure Valley providing safety, healing and freedom from domestic abuse and sexual assault including forensic exams and medical care, secure shelters, court advocacy, counseling, childcare, as well as case management; and

**WHEREAS**, The City of Kuna is an important partner with the Women’s and Children’s Alliance and Faces of Hope to provide a safety net of crisis services and create a community where individuals thrive in safe, healthy relationships.

**NOW, THEREFORE, BE IT RESOLVED** that I, Joe L. Stear, Mayor of the City of Kuna, Idaho, do hereby join national and local officials in proclaiming October as

DOMESTIC VIOLENCE AWARENESS MONTH.

**IN WITNESS WHEREOF,**  
I set my hand on this the 15<sup>th</sup> day of September  
in the year of two thousand and twenty.



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**Joe L. Stear**  
Mayor of Kuna, Idaho

**RESOLUTION NO. R50-2020  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE COST OF LIVING INCREASE OF ONE AND 26/100 PERCENT (1.26%) FOR ALL FULL-TIME CITY EMPLOYEES; ADOPTING THE FISCAL YEAR 2021 STEP AND GRADE CHART FOR ALL FULL-TIME NON-DIRECTOR EMPLOYEES AS ATTACHED HERETO AS EXHIBIT A; AND DECLARING THE EFFECTIVE DATE.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the cost of living increase of one and 26/100 percent (1.26%) for all full-time city employees is approved.

**BE IT FURTHER RESOLVED** that the 2020-2021 Step and Grade Chart for the non-director employees attached hereto as **EXHIBIT A** is hereby adopted.

**BE IT FURTHER RESOLVED** that all prior Step and Grade Charts are hereby repealed.

**BE IT FURTHER RESOLVED** that the cost of living increase shall be effective commencing with the first pay period after October 1, 2020.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 15<sup>th</sup> day of September, 2020.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 15<sup>th</sup> day of September, 2020.

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

ATTEST:

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

### EXHIBIT A FISCAL YEAR 2021 STEP AND GRADE CHART

STEPS	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC	DD	EE	FF	GG	HH		
GRADES																																				
↓																																				
13	\$47.88	\$48.36	\$48.84	\$49.33	\$49.82	\$50.32	\$50.83	\$51.33	\$51.85	\$52.37	\$52.89	\$53.42	\$53.95	\$54.49	\$55.04	\$55.59	\$56.14	\$56.70	\$57.27	\$57.84	\$58.42	\$59.01	\$59.60	\$60.19	\$60.79	\$61.40	\$62.02	\$62.64	\$63.26	\$63.90	\$64.54	\$65.18	\$65.83	\$66.49		
12	\$41.64	\$42.06	\$42.48	\$42.90	\$43.33	\$43.76	\$44.20	\$44.64	\$45.09	\$45.54	\$46.00	\$46.46	\$46.92	\$47.39	\$47.86	\$48.34	\$48.83	\$49.31	\$49.81	\$50.31	\$50.81	\$51.32	\$51.83	\$52.35	\$52.87	\$53.40	\$53.93	\$54.47	\$55.02	\$55.57	\$56.12	\$56.69	\$57.25	\$57.83		
11	\$36.21	\$36.57	\$36.94	\$37.31	\$37.68	\$38.06	\$38.44	\$38.82	\$39.21	\$39.60	\$40.00	\$40.40	\$40.80	\$41.21	\$41.62	\$42.04	\$42.46	\$42.88	\$43.31	\$43.75	\$44.18	\$44.62	\$45.07	\$45.52	\$45.98	\$46.44	\$46.90	\$47.37	\$47.84	\$48.32	\$48.81	\$49.29	\$49.79	\$50.28		
10	\$31.48	\$31.79	\$32.11	\$32.43	\$32.76	\$33.09	\$33.42	\$33.75	\$34.09	\$34.43	\$34.77	\$35.12	\$35.47	\$35.83	\$36.19	\$36.55	\$36.91	\$37.28	\$37.65	\$38.03	\$38.41	\$38.80	\$39.18	\$39.58	\$39.97	\$40.37	\$40.77	\$41.18	\$41.59	\$42.01	\$42.43	\$42.85	\$43.28	\$43.72		
9	\$27.37	\$27.64	\$27.92	\$28.20	\$28.48	\$28.77	\$29.05	\$29.34	\$29.64	\$29.93	\$30.23	\$30.54	\$30.84	\$31.15	\$31.46	\$31.78	\$32.09	\$32.41	\$32.74	\$33.07	\$33.40	\$33.73	\$34.07	\$34.41	\$34.75	\$35.10	\$35.45	\$35.81	\$36.16	\$36.53	\$36.89	\$37.26	\$37.63	\$38.01		
8	\$23.81	\$24.05	\$24.29	\$24.53	\$24.78	\$25.02	\$25.27	\$25.53	\$25.78	\$26.04	\$26.30	\$26.56	\$26.83	\$27.10	\$27.37	\$27.64	\$27.92	\$28.20	\$28.48	\$28.77	\$29.05	\$29.34	\$29.64	\$29.93	\$30.23	\$30.53	\$30.84	\$31.15	\$31.46	\$31.77	\$32.09	\$32.41	\$32.74	\$33.06		
7	\$21.64	\$21.86	\$22.07	\$22.30	\$22.52	\$22.74	\$22.97	\$23.20	\$23.43	\$23.67	\$23.90	\$24.14	\$24.38	\$24.63	\$24.87	\$25.12	\$25.37	\$25.63	\$25.88	\$26.14	\$26.40	\$26.67	\$26.94	\$27.21	\$27.48	\$27.75	\$28.03	\$28.31	\$28.59	\$28.88	\$29.17	\$29.46	\$29.75	\$30.05		
6	\$19.68	\$19.88	\$20.08	\$20.28	\$20.48	\$20.68	\$20.89	\$21.10	\$21.31	\$21.52	\$21.74	\$21.96	\$22.18	\$22.40	\$22.62	\$22.85	\$23.08	\$23.31	\$23.54	\$23.78	\$24.01	\$24.25	\$24.50	\$24.74	\$24.99	\$25.24	\$25.49	\$25.75	\$26.00	\$26.26	\$26.53	\$26.79	\$27.06	\$27.33		
5	\$17.89	\$18.07	\$18.25	\$18.43	\$18.62	\$18.80	\$18.99	\$19.18	\$19.37	\$19.57	\$19.76	\$19.96	\$20.16	\$20.36	\$20.56	\$20.77	\$20.98	\$21.19	\$21.40	\$21.61	\$21.83	\$22.05	\$22.27	\$22.49	\$22.72	\$22.94	\$23.17	\$23.40	\$23.64	\$23.87	\$24.11	\$24.35	\$24.60	\$24.84		
4	\$16.06	\$16.22	\$16.38	\$16.55	\$16.71	\$16.88	\$17.05	\$17.22	\$17.39	\$17.56	\$17.74	\$17.92	\$18.10	\$18.28	\$18.46	\$18.65	\$18.83	\$19.02	\$19.21	\$19.40	\$19.60	\$19.79	\$19.99	\$20.19	\$20.39	\$20.60	\$20.80	\$21.01	\$21.22	\$21.43	\$21.65	\$21.86	\$22.08	\$22.30		
3	\$14.78	\$14.93	\$15.08	\$15.23	\$15.38	\$15.53	\$15.69	\$15.85	\$16.00	\$16.16	\$16.33	\$16.49	\$16.65	\$16.82	\$16.99	\$17.16	\$17.33	\$17.50	\$17.68	\$17.86	\$18.03	\$18.21	\$18.40	\$18.58	\$18.77	\$18.95	\$19.14	\$19.34	\$19.53	\$19.72	\$19.92	\$20.12	\$20.32	\$20.52		
2	\$13.44	\$13.57	\$13.71	\$13.85	\$13.99	\$14.13	\$14.27	\$14.41	\$14.55	\$14.70	\$14.85	\$14.99	\$15.14	\$15.30	\$15.45	\$15.60	\$15.76	\$15.92	\$16.08	\$16.24	\$16.40	\$16.56	\$16.73	\$16.90	\$17.07	\$17.24	\$17.41	\$17.58	\$17.76	\$17.94	\$18.12	\$18.30	\$18.48	\$18.66		
1	\$12.21	\$12.33	\$12.46	\$12.58	\$12.71	\$12.83	\$12.96	\$13.09	\$13.22	\$13.35	\$13.49	\$13.62	\$13.76	\$13.90	\$14.04	\$14.18	\$14.32	\$14.46	\$14.60	\$14.75	\$14.90	\$15.05	\$15.20	\$15.35	\$15.50	\$15.66	\$15.82	\$15.97	\$16.13	\$16.29	\$16.46	\$16.62	\$16.79	\$16.96		
COST OF LIVING ADJUSTMENT(COLA) FACTOR																																				
	1.26%																																			

**RESOLUTION NO. R51-2020  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY OF KUNA, IDAHO AMENDING THE STEP AND GRADE POLICY REMOVING THE PARKS DEPARTMENT FROM ADDENDUM NO. 1 PUBLIC WORKS DEPARTMENT AND CREATING ADDENDUM NO. 3 PARKS DEPARTMENT; ALIGNING THE PARKS DEPARTMENT STARTING WAGE WITH THE REST OF THE CITY OF KUNA DEPARTMENTS' STARTING WAGES AS ATTACHED HERETO; AMENDING R08-2019A; AND DECLARING THE EFFECTIVE DATE.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the Step and Grade Policy and Chart for the Parks Department is hereby amended.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 15<sup>th</sup> day of September, 2020.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 15<sup>th</sup> day of September, 2020.

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

ATTEST:

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

**Addendum No. 3 City of Kuna  
STEP AND GRADE POLICY – Parks Department**

1. PURPOSE:

1.1. The purpose of this policy is to establish the procedures for consistent handling of employee advancements. Consideration is given to the following:

1.1.1. Experience or longevity.

1.1.2. Tests and Licenses or equivalent employee improvements.

1.1.3. Promotions.

1.1.4. Assignments of Responsible Charge.

1.1.5. Each of the above will be explained further below.

2. ORGANIZATIONS AFFECTED:

2.1. This policy applies to all employees in the Parks Department.

2.2. This policy does not apply to appointed officials.

3. COST OF LIVING ADJUSTMENTS (COLA)

3.1. The application of an inflationary adjustment to employee salaries does not address employee advancement but, if done equitably, simply maintains the purchasing power of existing salaries. The City of Kuna has historically addressed COLAs as a percentage adjustment to gross salaries, applied across the board, at budget time. This policy does not change this historical practice.

4. EXPERIENCE OR LONGEVITY

4.1. The City of Kuna has historically adjusted salary based on years of service. The premise for longevity compensation is that sustained work experience is of value to the City. The following steps will apply to performance and longevity. Increased compensation will be directly tied to the performance evaluation scores at two (2) year intervals. (see attached performance evaluation)

4.1.1. 4% increase based on 2 annual reviews during the preceding two (2) years of performance reviews with an average of 24 or more category "Good" performance ratings and 2 or more category

"Excellent" performance ratings and no "Unsatisfactory" category ratings.

- 4.1.2. 3% increase based on 2 annual reviews during the preceding two (2) years of performance reviews with an average of 24 or more category "Good" performance ratings and no "Unsatisfactory" category ratings.
- 4.1.3. 2% increase based on 2 annual reviews during the preceding two (2) years of performance reviews with an average of 24 or more category "Satisfactory" performance ratings and no "Unsatisfactory" category ratings.
- 4.1.4. 1% increase based on 2 annual reviews during the preceding two (2) years of performance reviews with an average of 20 or more category "Satisfactory" performance and no "Unsatisfactory" category ratings.

## 5. PARKS DEPARTMENT – GRADE ADVANCEMENTS

5.1. Within the City of Kuna, the Parks Department does not have comparable testing and certifications as positions in the Public Works Department or Planning and Zoning do; therefore in an effort to keep the opportunity for advancement, and to reduce subjectivity, employees in the Parks Department may advance upward on the Grade Scale as follows:

5.1.1. An employee may be designated to pursue either the Parks or Arborist track. An employee in the Arborist Track must demonstrate by experience or training the ability to tend, care for and maintain the living vegetation in the system. An employee in the Parks Track must demonstrate by experience or training the ability to tend, use, care for and maintain the equipment and facilities in the system. A novice employee is assigned a salary based on Grade 4, Step A. For advancement Parks Department employees have the following options available:

5.1.1.1. Parks 2 or Arborist 2 (4,000 HRS Experience, Certified Pesticide Applicator, and receive Supervisor recommendation) Grade 5 and a salary increase of at least one step.

5.1.1.2. Parks 3 or Arborist 3 (8,000 HRS Experience, comply with 5.4.1.7 or 5.4.1.8, and receive Supervisor recommendation) Grade 6 and a salary increase of at least one step.

- 5.1.1.3 Parks 4 or Arborist 4 (12,000 HRS Experience, comply with 5.4.1.9 or 5.4.1.10, and receive Supervisor recommendation) Grade 7 and a salary increase of at least one step.
- 5.1.1.4 Alternate Responsible Charge (Parks or Arborist 3, Supervisor recommendation) A salary increase of 3 steps.
- 5.1.1.5 Lead 1 or Responsible Charge (Parks or Arborist 4, Supervisor recommendation) Grade 8 and a salary increase of at least one step.
- 5.1.1.6 Director (Mayor recommendation) Grade 10 and a salary increase of at least one step.
- 5.1.1.7 Certified Parks & Recreation Professional; Pass Test; 2 years non- concurrent experience; Must keep license current. Increase of 3 steps.
- 5.1.1.8 Heavy Equipment Operator 1; Pass City Written Test; Pass City Field Test #1; Log of 100 in-the-cab hours (backhoe, loader, mini- excavator, skid steer, grader, dozer); 2 years non-concurrent experience; Subject to Random Drug Tests. Increase of 3 steps
- 5.1.1.9 Certified Playground Safety Inspector; Pass Test; 2 years non- concurrent experience; Must keep license current. Increase of 3 steps.
- 5.1.1.10 Sprinkler System Designer; 2 years non-concurrent experience. Increase of 3 steps.
- 5.1.1.11. CDL. Increase of 3 Steps.

## 6. PROMOTIONS AND RESPONSIBLE CHARGE

- 6.1. The promotion to lead/foreman or superintendent shall have the grade as established in the approved EMPLOYEE PAY GRADE CHART and at least the salary of Step A within Grade. No advancement should occur, however, without a salary adjustment up of at least one step and no advancement should result in a lower salary from the present for the employee.

- 6.2. The State of Idaho requires the City designate a Responsible Charge Operator for Water Distribution, Sewer Treatment and Sewer Collection. This policy proposes there also be a Responsible Charge Operator for Irrigation and Parks. Designation as Responsible Charge Operator should be accompanied by a salary adjustment of two steps. The State also requires appointment of a Back-up Responsible Charge Operator. Designation as Backup Responsible Charge Operator should be accompanied by a salary adjustment of one step.

## 7. APPLICATION OF STEPS

- 7.1. In initiating this policy, the application of multiple steps, over multiple grades, should be done in a consistent sequence as follows:
  - 7.1.1. Start with the base salary at the date of initiation at novice Grade, Step A.
  - 7.1.2. Apply the number of steps earned within that grade.
  - 7.1.3. Repeat the process on the subsequent earned grades until all steps the employee has earned are used up.
  - 7.1.4. If an employee is promoted to a grade, the employee is assigned to a step within grade that provides at least a full step salary increase from salary before promotion. Steps earned subsequent to the grade promotion will be applied to initial assigned step within the new grade.
  - 7.1.5. Salary adjustments for Steps and Grades are applied at the time they are earned.

### Attachments

- Step & Grade Salary Chart
- Employee Pay Grade Chart
- City of Kuna Performance Evaluation

### STEP AND GRADE SALARY SCHEDULE

STEPS	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC	DD	EE	FF	GG	HH		
GRADES																																				
↓																																				
13	\$47.88	\$48.36	\$48.84	\$49.33	\$49.82	\$50.32	\$50.83	\$51.33	\$51.85	\$52.37	\$52.89	\$53.42	\$53.95	\$54.49	\$55.04	\$55.59	\$56.14	\$56.70	\$57.27	\$57.84	\$58.42	\$59.01	\$59.60	\$60.19	\$60.79	\$61.40	\$62.02	\$62.64	\$63.26	\$63.90	\$64.54	\$65.18	\$65.83	\$66.49		
12	\$41.64	\$42.06	\$42.48	\$42.90	\$43.33	\$43.76	\$44.20	\$44.64	\$45.09	\$45.54	\$46.00	\$46.46	\$46.92	\$47.39	\$47.86	\$48.34	\$48.83	\$49.31	\$49.81	\$50.31	\$50.81	\$51.32	\$51.83	\$52.35	\$52.87	\$53.40	\$53.93	\$54.47	\$55.02	\$55.57	\$56.12	\$56.69	\$57.25	\$57.83		
11	\$36.21	\$36.57	\$36.94	\$37.31	\$37.68	\$38.06	\$38.44	\$38.82	\$39.21	\$39.60	\$40.00	\$40.40	\$40.80	\$41.21	\$41.62	\$42.04	\$42.46	\$42.88	\$43.31	\$43.75	\$44.18	\$44.62	\$45.07	\$45.52	\$45.98	\$46.44	\$46.90	\$47.37	\$47.84	\$48.32	\$48.81	\$49.29	\$49.79	\$50.28		
10	\$31.48	\$31.79	\$32.11	\$32.43	\$32.76	\$33.09	\$33.42	\$33.75	\$34.09	\$34.43	\$34.77	\$35.12	\$35.47	\$35.83	\$36.19	\$36.55	\$36.91	\$37.28	\$37.65	\$38.03	\$38.41	\$38.80	\$39.18	\$39.58	\$39.97	\$40.37	\$40.77	\$41.18	\$41.59	\$42.01	\$42.43	\$42.85	\$43.28	\$43.72		
9	\$27.37	\$27.64	\$27.92	\$28.20	\$28.48	\$28.77	\$29.05	\$29.34	\$29.64	\$29.93	\$30.23	\$30.54	\$30.84	\$31.15	\$31.46	\$31.78	\$32.09	\$32.41	\$32.74	\$33.07	\$33.40	\$33.73	\$34.07	\$34.41	\$34.75	\$35.10	\$35.45	\$35.81	\$36.16	\$36.53	\$36.89	\$37.26	\$37.63	\$38.01		
8	\$23.81	\$24.05	\$24.29	\$24.53	\$24.78	\$25.02	\$25.27	\$25.53	\$25.78	\$26.04	\$26.30	\$26.56	\$26.83	\$27.10	\$27.37	\$27.64	\$27.92	\$28.20	\$28.48	\$28.77	\$29.05	\$29.34	\$29.64	\$29.93	\$30.23	\$30.53	\$30.84	\$31.15	\$31.46	\$31.77	\$32.09	\$32.41	\$32.74	\$33.06		
7	\$21.64	\$21.86	\$22.07	\$22.30	\$22.52	\$22.74	\$22.97	\$23.20	\$23.43	\$23.67	\$23.90	\$24.14	\$24.38	\$24.63	\$24.87	\$25.12	\$25.37	\$25.63	\$25.88	\$26.14	\$26.40	\$26.67	\$26.94	\$27.21	\$27.48	\$27.75	\$28.03	\$28.31	\$28.59	\$28.88	\$29.17	\$29.46	\$29.75	\$30.05		
6	\$19.68	\$19.88	\$20.08	\$20.28	\$20.48	\$20.68	\$20.89	\$21.10	\$21.31	\$21.52	\$21.74	\$21.96	\$22.18	\$22.40	\$22.62	\$22.85	\$23.08	\$23.31	\$23.54	\$23.78	\$24.01	\$24.25	\$24.50	\$24.74	\$24.99	\$25.24	\$25.49	\$25.75	\$26.00	\$26.26	\$26.53	\$26.79	\$27.06	\$27.33		
5	\$17.89	\$18.07	\$18.25	\$18.43	\$18.62	\$18.80	\$18.99	\$19.18	\$19.37	\$19.57	\$19.76	\$19.96	\$20.16	\$20.36	\$20.56	\$20.77	\$20.98	\$21.19	\$21.40	\$21.61	\$21.83	\$22.05	\$22.27	\$22.49	\$22.72	\$22.94	\$23.17	\$23.40	\$23.64	\$23.87	\$24.11	\$24.35	\$24.60	\$24.84		
4	\$16.06	\$16.22	\$16.38	\$16.55	\$16.71	\$16.88	\$17.05	\$17.22	\$17.39	\$17.56	\$17.74	\$17.92	\$18.10	\$18.28	\$18.46	\$18.65	\$18.83	\$19.02	\$19.21	\$19.40	\$19.60	\$19.79	\$19.99	\$20.19	\$20.39	\$20.60	\$20.80	\$21.01	\$21.22	\$21.43	\$21.65	\$21.86	\$22.08	\$22.30		
3	\$14.78	\$14.93	\$15.08	\$15.23	\$15.38	\$15.53	\$15.69	\$15.85	\$16.00	\$16.16	\$16.33	\$16.49	\$16.65	\$16.82	\$16.99	\$17.16	\$17.33	\$17.50	\$17.68	\$17.86	\$18.03	\$18.21	\$18.40	\$18.58	\$18.77	\$18.95	\$19.14	\$19.34	\$19.53	\$19.72	\$19.92	\$20.12	\$20.32	\$20.52		
2	\$13.44	\$13.57	\$13.71	\$13.85	\$13.99	\$14.13	\$14.27	\$14.41	\$14.55	\$14.70	\$14.85	\$14.99	\$15.14	\$15.30	\$15.45	\$15.60	\$15.76	\$15.92	\$16.08	\$16.24	\$16.40	\$16.56	\$16.73	\$16.90	\$17.07	\$17.24	\$17.41	\$17.58	\$17.76	\$17.94	\$18.12	\$18.30	\$18.48	\$18.66		
1	\$12.21	\$12.33	\$12.46	\$12.58	\$12.71	\$12.83	\$12.96	\$13.09	\$13.22	\$13.35	\$13.49	\$13.62	\$13.76	\$13.90	\$14.04	\$14.18	\$14.32	\$14.46	\$14.60	\$14.75	\$14.90	\$15.05	\$15.20	\$15.35	\$15.50	\$15.66	\$15.82	\$15.97	\$16.13	\$16.29	\$16.46	\$16.62	\$16.79	\$16.96		
COST OF LIVING ADJUSTMENT(COLA) FACTOR																																				
	1.26%																																			

**Employee Pay Grade Chart  
Parks Department**

PAY GRADE	PARKS
13	
12	
11	
10	Park Director, Fleet Supervisor
9	
8	Lead 1, R Charge
7	Parks 4, Fleet 4, Backup R Charge, Arbor 4
6	Parks 3, Fleet 3, Arbor3
5	Parks 2, Fleet 2, Arbor2
4	Parks 1, Fleet 1, Arbor 1
3	Parks 1, Arbor 1
2	
1	Maint. Temp.



# City of Kuna Performance Evaluation

EMPLOYEE INFO				
EMPLOYEE NAME		DEPARTMENT		
EMPLOYEE ID		REVIEWER NAME		
POSITION HELD		HR REP		
	HIRE DATE		DATE OF REVIEW	
BEHAVIORS				
QUALITY	UNSATISFACTORY	SATISFACTORY	GOOD	EXCELLENT
Works to Full Potential				
Quality of Work				
Work Consistency				
Communication				
Independent Work				
Takes Initiative				
Group Work				
Productivity				
Creativity				
Honesty				
Integrity				
Coworker Relations				
Client Relations				
Technical Skills				
Dependability				
Punctuality				
Attendance				
STRENGTHS / TRAINING NEEDS				
DETAIL EMPLOYEE'S GREATEST STRENGTHS				

DETAIL ASPECTS REQUIRING IMPROVEMENT

GOALS
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ACHIEVED GOALS SET IN PREVIOUS REVIEW?
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GOALS FOR NEXT REVIEW PERIOD
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COMMENTS AND APPROVAL
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EMPLOYEE COMMENTS	REVIEWER COMMENTS
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EMPLOYEE SIGNATURE	REVIEWER SIGNATURE	HR REP SIGNATURE

**RESOLUTION NO. R51-2020  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY OF KUNA, IDAHO AMENDING THE STEP AND GRADE POLICY REMOVING THE PARKS DEPARTMENT FROM ADDENDUM NO. 1 PUBLIC WORKS DEPARTMENT AND CREATING ADDENDUM NO. 3 PARKS DEPARTMENT; ALIGNING THE PARKS DEPARTMENT STARTING WAGE WITH THE REST OF THE CITY OF KUNA DEPARTMENTS' STARTING WAGES AS ATTACHED HERETO; AMENDING R08-2019A; AND DECLARING THE EFFECTIVE DATE.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the Step and Grade Policy and Chart for the Parks Department is hereby amended.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 15<sup>th</sup> day of September, 2020.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 15<sup>th</sup> day of September, 2020.

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

ATTEST:

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

**Addendum No. 3 City of Kuna  
STEP AND GRADE POLICY – Parks Department**

1. PURPOSE:

1.1. The purpose of this policy is to establish the procedures for consistent handling of employee advancements. Consideration is given to the following:

1.1.1. Experience or longevity.

1.1.2. Tests and Licenses or equivalent employee improvements.

1.1.3. Promotions.

1.1.4. Assignments of Responsible Charge.

1.1.5. Each of the above will be explained further below.

2. ORGANIZATIONS AFFECTED:

2.1. This policy applies to all employees in the Parks Department.

2.2. This policy does not apply to appointed officials.

3. COST OF LIVING ADJUSTMENTS (COLA)

3.1. The application of an inflationary adjustment to employee salaries does not address employee advancement but, if done equitably, simply maintains the purchasing power of existing salaries. The City of Kuna has historically addressed COLAs as a percentage adjustment to gross salaries, applied across the board, at budget time. This policy does not change this historical practice.

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"Excellent" performance ratings and no "Unsatisfactory" category ratings.

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## 5. PARKS DEPARTMENT – GRADE ADVANCEMENTS

5.1. Within the City of Kuna, the Parks Department does not have comparable testing and certifications as positions in the Public Works Department or Planning and Zoning do; therefore in an effort to keep the opportunity for advancement, and to reduce subjectivity, employees in the Parks Department may advance upward on the Grade Scale as follows:

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5.1.1.1. Parks 2 or Arborist 2 (4,000 HRS Experience, Certified Pesticide Applicator, and receive Supervisor recommendation) Grade ~~54~~ and a salary increase of at least one step.

5.1.1.2. Parks 3 or Arborist 3 (8,000 HRS Experience, Comply with 5.4.1.7 or 5.4.1.8, and receive Supervisor recommendation) Grade ~~65~~ and a salary increase of at least one step.

- 5.1.1.3 Parks 4 or Arborist 4 (12,000 HRS Experience, Comply with 5.4.1.9 or 5.4.1.10, and receive Supervisor recommendation) Grade ~~7~~6 and a salary increase of at least one step.
- 5.1.1.4 ~~Lead 1 or~~ Alternate Responsible Charge (Parks or Arborist 3, Supervisor recommendation) ~~Grade 7 and~~ A salary increase of ~~at least 3~~one steps.
- 5.1.1.5 Lead ~~12~~ or Responsible Charge (Parks or Arborist 4, Supervisor recommendation) Grade 8 and a salary increase of at least one step.
- 5.1.1.6 ~~Superintendent—Director~~ (Supervisor or Mayor recommendation) Grade 10 and a salary increase of at least one step.
- 5.1.1.7 Certified Parks & Recreation Professional; Pass Test; 2 years non- concurrent experience; Must keep license current. Increase of 3 steps
- 5.1.1.8 Heavy Equipment Operator 1; Pass City Written Test; Pass City Field Test #1; Log of 100 in-the-cab hours (backhoe, loader, mini- excavator, skid steer, grader, dozer); 2 years non-concurrent experience; Subject to Random Drug Tests. Increase of 3 steps
- 5.1.1.9 Certified Playground Safety Inspector; Pass Test; 2 years non- concurrent experience; Must keep license current. Increase of 3 steps
- 5.1.1.10 Sprinkler System Designer; 2 years non-concurrent experience. Increase of 3 steps.
- 5.1.1.11. CDL. Increase of 3 Steps.

## 6. PROMOTIONS AND RESPONSIBLE CHARGE

- 6.1. The promotion to lead/foreman or superintendent shall have the grade as established in the approved EMPLOYEE PAY GRADE CHART and at least the salary of Step A within Grade. No advancement should occur, however, without a salary adjustment up of at least one step and no advancement should result in a lower salary from the present for the employee.

6.2. The State of Idaho requires the City designate a Responsible Charge Operator for Water Distribution, Sewer Treatment and Sewer Collection. This policy proposes there also be a Responsible Charge Operator for Irrigation and Parks. Designation as Responsible Charge Operator should be accompanied by a salary adjustment of two steps. The State also requires appointment of a Back-up Responsible Charge Operator. Designation as Backup Responsible Charge Operator should be accompanied by a salary adjustment of one step.

## 7. APPLICATION OF STEPS

7.1. In initiating this policy, the application of multiple steps, over multiple grades, should be done in a consistent sequence as follows:

- 7.1.1. Start with the base salary at the date of initiation at novice Grade, Step A.
- 7.1.2. Apply the number of steps earned within that grade.
- 7.1.3. Repeat the process on the subsequent earned grades until all steps the employee has earned are used up.
- 7.1.4. If an employee is promoted to a grade, the employee is assigned to a step within grade that provides at least a full step salary increase from salary before promotion. Steps earned subsequent to the grade promotion will be applied to initial assigned step within the new grade.
- 7.1.5. Salary adjustments for Steps and Grades are applied at the time they are earned.

### Attachments

- Step & Grade Salary Chart
- Employee Pay Grade Chart
- City of Kuna Performance Evaluation

STEP AND GRADE  
SALARY SCHEDULE

filfi	AB	<del>CD</del>	G	H	M	N	O	Q	S	T	U	V	W	X	X	AA	BB	CC	DD	EE	FF	GG	HH
<u>GRADES</u>																							
12	\$39.96	\$40.36	<del>\$40.76</del>	\$41.16	\$41.57	\$41.98	\$42.39	\$42.81	\$43.23	\$43.67	\$44.11	\$44.54	\$44.98	\$45.43	\$45.88	\$46.32	\$46.78	\$47.25	\$47.71	\$48.19			
	\$48.66	\$49.15	\$49.64	\$50.14	<del>\$50.62</del>	\$51.13	\$51.64	\$52.14	\$52.66	\$53.19	\$53.70	\$54.24	\$54.78	\$55.33									
11	\$34.75	\$35.10	\$35.44	\$35.79	<del>\$36.15</del>	\$36.51	\$36.87	\$37.23	\$37.60	\$37.97	\$38.35	\$38.72	\$39.11	\$39.50	\$39.89	\$40.28	\$40.68	\$41.08	\$41.49	\$41.90			
	\$42.32	\$42.74	\$43.16	\$43.59	\$44.02	\$44.42	<del>\$44.86</del>	\$45.34	\$45.79	\$46.25	\$46.70	\$47.17	\$47.64	\$48.12									
10	\$30.22	\$30.52	\$30.82	\$31.13	\$31.43	\$31.74	\$32.06	<del>\$32.38</del>	\$32.70	\$33.02	\$33.35	\$33.68	\$34.01	\$34.35	<del>\$34.69</del>	\$35.03	\$35.38	\$35.73	\$36.08				
	\$36.44	\$36.80	\$37.17	\$37.53	\$37.90	\$38.28	\$38.66	\$39.06	\$39.43	<del>\$39.81</del>	\$40.21	\$40.61	\$41.02	\$41.43	\$41.83								
	\$26.27	\$26.53	\$26.79	\$27.06	\$27.33	\$27.60	\$27.87	\$28.15	\$28.43	\$28.71	\$29.00	\$29.28	<del>\$29.57</del>	\$29.87	\$30.16	\$30.45	\$30.76	\$31.07	\$31.37				
	\$31.68	\$32.00	\$32.31	\$32.63	\$32.95	\$33.28	\$33.61	\$33.95	\$34.28	\$34.62	<del>\$34.97</del>	\$35.30	\$35.66	\$36.02	\$36.36								
	\$22.85	\$23.08	\$23.31	\$23.54	\$23.76	\$24.00	\$24.24	\$24.48	\$24.72	<del>\$24.97</del>	\$25.22	\$25.47	\$25.72	\$25.97	\$26.23	\$26.49	\$26.75	\$27.02					
	\$27.28	\$27.55	\$27.82	\$28.10	\$28.38	\$28.66	\$28.95	<del>\$29.23</del>	\$29.52	\$29.81	\$30.11	\$30.41	\$30.71	\$31.01	\$31.32	\$31.63							
	\$17.17	\$17.34	\$17.51	\$17.69	<del>\$17.86</del>	\$18.04	\$18.22	\$18.39	\$18.57	\$18.76	\$18.95	\$19.13	\$19.32	\$19.51	\$19.71	\$19.90	\$20.10	<del>\$20.30</del>	\$20.50				
	\$20.70	\$20.91	\$21.12	\$21.32	\$21.53	\$21.75	\$21.96	\$22.18	\$22.40	\$22.62	\$22.85	\$23.08	\$23.30	\$23.53	\$23.77								
	\$15.61	\$15.77	\$15.92	\$16.08	\$16.23	\$16.39	\$16.56	\$16.72	\$16.88	\$17.06	\$17.22	\$17.39	\$17.57	\$17.73	\$17.91	\$18.10	\$18.27	\$18.45					
	<del>\$18.64</del>	\$18.82	\$19.00	\$19.20	\$19.38	\$19.57	\$19.77	\$19.97	\$20.17	\$20.37	\$20.56	\$20.77	\$20.98	\$21.18	\$21.39	\$21.61							
	\$14.19	\$14.33	\$14.47	\$14.62	\$14.76	\$14.91	\$15.05	\$15.20	\$15.35	\$15.51	\$15.65	\$15.81	\$15.97	\$16.13	\$16.29	\$16.45	\$16.61	\$16.78					
	\$16.94	\$16.91	\$17.08	\$17.45	\$17.62	\$17.80	\$17.98	\$18.15	\$18.33	\$18.51	\$18.70	\$18.88	\$19.07	\$19.36	\$19.55	\$19.74							
	\$12.90	\$13.03	\$13.15	\$13.29	\$13.41	\$13.54	\$13.69	\$13.82	\$13.96	\$14.10	\$14.23	\$14.37	\$14.52	\$14.66	\$14.81	\$14.95	\$15.10	\$15.25					
	\$15.40	\$15.55	\$15.71	\$15.87	\$16.02	\$16.18	\$16.34	\$16.50	\$16.66	\$16.83	\$17.00	\$17.17	\$17.34	\$17.50	\$17.67	\$17.86							

COST OF LIVING ADJUSTMENT COLA FACTOR

MS%

STEPS	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC	DD	EE	FF	GG	HH		
GRADES																																				
13	\$47.88	\$48.36	\$48.84	\$49.33	\$49.82	\$50.32	\$50.83	\$51.33	\$51.85	\$52.37	\$52.89	\$53.42	\$53.95	\$54.49	\$55.04	\$55.59	\$56.14	\$56.70	\$57.27	\$57.84	\$58.42	\$59.01	\$59.60	\$60.19	\$60.79	\$61.40	\$62.02	\$62.64	\$63.26	\$63.90	\$64.54	\$65.18	\$65.83	\$66.49		
12	\$41.64	\$42.06	\$42.48	\$42.90	\$43.33	\$43.76	\$44.20	\$44.64	\$45.09	\$45.54	\$46.00	\$46.46	\$46.92	\$47.39	\$47.86	\$48.34	\$48.83	\$49.31	\$49.81	\$50.31	\$50.81	\$51.32	\$51.83	\$52.35	\$52.87	\$53.40	\$53.93	\$54.47	\$55.02	\$55.57	\$56.12	\$56.69	\$57.25	\$57.83		
11	\$36.21	\$36.57	\$36.94	\$37.31	\$37.68	\$38.06	\$38.44	\$38.82	\$39.21	\$39.60	\$40.00	\$40.40	\$40.80	\$41.21	\$41.62	\$42.04	\$42.46	\$42.88	\$43.31	\$43.75	\$44.18	\$44.62	\$45.07	\$45.52	\$45.98	\$46.44	\$46.90	\$47.37	\$47.84	\$48.32	\$48.81	\$49.29	\$49.79	\$50.28		
10	\$31.48	\$31.79	\$32.11	\$32.43	\$32.76	\$33.09	\$33.42	\$33.75	\$34.09	\$34.43	\$34.77	\$35.12	\$35.47	\$35.83	\$36.19	\$36.55	\$36.91	\$37.28	\$37.65	\$38.03	\$38.41	\$38.80	\$39.18	\$39.58	\$39.97	\$40.37	\$40.77	\$41.18	\$41.59	\$42.01	\$42.43	\$42.85	\$43.28	\$43.72		
9	\$27.37	\$27.64	\$27.92	\$28.20	\$28.48	\$28.77	\$29.05	\$29.34	\$29.64	\$29.93	\$30.23	\$30.54	\$30.84	\$31.15	\$31.46	\$31.78	\$32.09	\$32.41	\$32.74	\$33.07	\$33.40	\$33.73	\$34.07	\$34.41	\$34.75	\$35.10	\$35.45	\$35.81	\$36.16	\$36.53	\$36.89	\$37.26	\$37.63	\$38.01		
8	\$23.81	\$24.05	\$24.29	\$24.53	\$24.78	\$25.02	\$25.27	\$25.53	\$25.78	\$26.04	\$26.30	\$26.56	\$26.83	\$27.10	\$27.37	\$27.64	\$27.92	\$28.20	\$28.48	\$28.77	\$29.05	\$29.34	\$29.64	\$29.93	\$30.23	\$30.53	\$30.84	\$31.15	\$31.46	\$31.77	\$32.09	\$32.41	\$32.74	\$33.06		
7	\$21.64	\$21.86	\$22.07	\$22.30	\$22.52	\$22.74	\$22.97	\$23.20	\$23.43	\$23.67	\$23.90	\$24.14	\$24.38	\$24.63	\$24.87	\$25.12	\$25.37	\$25.63	\$25.88	\$26.14	\$26.40	\$26.67	\$26.94	\$27.21	\$27.48	\$27.75	\$28.03	\$28.31	\$28.59	\$28.88	\$29.17	\$29.46	\$29.75	\$30.05		
6	\$19.68	\$19.88	\$20.08	\$20.28	\$20.48	\$20.68	\$20.89	\$21.10	\$21.31	\$21.52	\$21.74	\$21.96	\$22.18	\$22.40	\$22.62	\$22.85	\$23.08	\$23.31	\$23.54	\$23.78	\$24.01	\$24.25	\$24.50	\$24.74	\$24.99	\$25.24	\$25.49	\$25.75	\$26.00	\$26.26	\$26.53	\$26.79	\$27.06	\$27.33		
5	\$17.89	\$18.07	\$18.25	\$18.43	\$18.62	\$18.80	\$18.99	\$19.18	\$19.37	\$19.57	\$19.76	\$19.96	\$20.16	\$20.36	\$20.56	\$20.77	\$20.98	\$21.19	\$21.40	\$21.61	\$21.83	\$22.05	\$22.27	\$22.49	\$22.72	\$22.94	\$23.17	\$23.40	\$23.64	\$23.87	\$24.11	\$24.35	\$24.60	\$24.84		
4	\$16.06	\$16.22	\$16.38	\$16.55	\$16.71	\$16.88	\$17.05	\$17.22	\$17.39	\$17.56	\$17.74	\$17.92	\$18.10	\$18.28	\$18.46	\$18.65	\$18.83	\$19.02	\$19.21	\$19.40	\$19.60	\$19.79	\$19.99	\$20.19	\$20.39	\$20.60	\$20.80	\$21.01	\$21.22	\$21.43	\$21.65	\$21.86	\$22.08	\$22.30		
3	\$14.78	\$14.93	\$15.08	\$15.23	\$15.38	\$15.53	\$15.69	\$15.85	\$16.00	\$16.16	\$16.33	\$16.49	\$16.65	\$16.82	\$16.99	\$17.16	\$17.33	\$17.50	\$17.68	\$17.86	\$18.03	\$18.21	\$18.40	\$18.58	\$18.77	\$18.95	\$19.14	\$19.34	\$19.53	\$19.72	\$19.92	\$20.12	\$20.32	\$20.52		
2	\$13.44	\$13.57	\$13.71	\$13.85	\$13.99	\$14.13	\$14.27	\$14.41	\$14.55	\$14.70	\$14.85	\$14.99	\$15.14	\$15.30	\$15.45	\$15.60	\$15.76	\$15.92	\$16.08	\$16.24	\$16.40	\$16.56	\$16.73	\$16.90	\$17.07	\$17.24	\$17.41	\$17.58	\$17.76	\$17.94	\$18.12	\$18.30	\$18.48	\$18.66		
1	\$12.21	\$12.33	\$12.46	\$12.58	\$12.71	\$12.83	\$12.96	\$13.09	\$13.22	\$13.35	\$13.49	\$13.62	\$13.76	\$13.90	\$14.04	\$14.18	\$14.32	\$14.46	\$14.60	\$14.75	\$14.90	\$15.05	\$15.20	\$15.35	\$15.50	\$15.66	\$15.82	\$15.97	\$16.13	\$16.29	\$16.46	\$16.62	\$16.79	\$16.96		
COST OF LIVING ADJUSTMENT(COLA) FACTOR	1.26%																																			

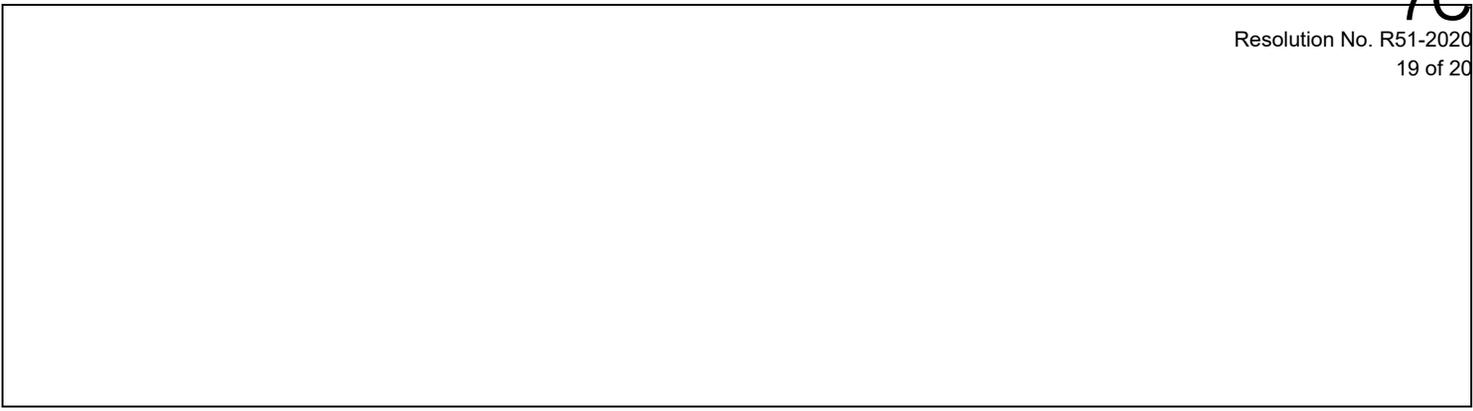
**Employee Pay Grade Chart  
Parks Department**

PAY GRADE	PARKS
13	
12	
11	
10	Park <del>Supervisor</del> <u>Director</u> , Fleet Supervisor
9	
8	Lead <u>21</u> , R Charge
7	<del>Lead 1</del> , <u>Parks 4</u> , Fleet 4, Backup R Charge, <u>Arbor 4</u>
6	Parks <u>43</u> , Fleet 3, Arbor <u>43</u>
5	Parks <u>32</u> , Fleet 2, Arbor <u>32</u>
4	Parks <u>21</u> , Fleet 1, Arbor <u>21</u>
3	Parks 1, Arbor 1
2	
1	Maint. Temp.



# City of Kuna Performance Evaluation

EMPLOYEE INFO				
EMPLOYEE NAME		DEPARTMENT		
EMPLOYEE ID		REVIEWER NAME		
POSITION HELD		HR REP		
	HIRE DATE		DATE OF REVIEW	
BEHAVIORS				
QUALITY	UNSATISFACTORY	SATISFACTORY	GOOD	EXCELLENT
Works to Full Potential				
Quality of Work				
Work Consistency				
Communication				
Independent Work				
Takes Initiative				
Group Work				
Productivity				
Creativity				
Honesty				
Integrity				
Coworker Relations				
Client Relations				
Technical Skills				
Dependability				
Punctuality				
Attendance				
STRENGTHS / TRAINING NEEDS				
DETAIL EMPLOYEE'S GREATEST STRENGTHS				



DETAIL ASPECTS REQUIRING IMPROVEMENT

GOALS
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ACHIEVED GOALS SET IN PREVIOUS REVIEW?
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GOALS FOR NEXT REVIEW PERIOD
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COMMENTS AND APPROVAL
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EMPLOYEE COMMENTS	REVIEWER COMMENTS
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EMPLOYEE SIGNATURE	REVIEWER SIGNATURE	HR REP SIGNATURE

Rev. 01.08.19



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

Paul A. Stevens, P.E.  
Kuna City Engineer  
208-287-1727

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## Memorandum

TO: Mayor Stear; Members of City Council

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

RE: Contingency Request: City Hall and Parks' Roofs

DATE: 10 September 2020

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The roofs of City Hall and the Parks' Orchard office need repairs to prevent continued water leaks. Both projects are non-budgeted and need to be completed before the weather becomes unfavorable.

The City Hall repair is estimated at \$15,000. This requested amount would be split between general, water, sewer and pressurized irrigation funds.

The Parks' Orchard office repair is estimated at \$5,000. This requested amount would derive from the general fund.

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



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7E  
Contingency Request - Danskin PI Pond  
1 of 1  
Paul A. Stevens, P.E.  
Kuna City Engineer  
208-287-1727

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## Memorandum

TO: Mayor Stear, Members of City Council

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

RE: Contingency Request: Danskin PI Pond

DATE: 10 September 2020

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This project decommissions the Danskin Subdivision wastewater pond and repurposes it for an irrigation pond. The developer explained that the engineering fees of \$15,188.80 for civil engineering and \$6,192.50 for electrical engineering (total = 21,381.30) are the City's responsibility.

No money was allocated for this project in either the current budget or in the next fiscal year budget. In order to pay the current engineering fees and provide a buffer for additional unforeseen engineering fees, we are requesting \$30,000 from the pressurized irrigation fund.

Construction funds will be needed for this project when completed.

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



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

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## Memorandum

TO: Mayor Stear; Members of City Council

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

RE: Contingency Request- Prospector Gravity; Cougar Excavation

DATE: 10 September 2020

---

The Prospector gravity sewer project is almost complete. The new pipeline is functioning and the contractor is working on punch list items.

Several obstacles came up during construction. Additional sewer line depth due to a survey mistake, more rock removal than shown by the exploratory rock profile, and various school irrigation components that were not as described (location, size, and type).

The final pay quantities have been reviewed by the design engineer (HECO) and the final amounts were negotiated with the contractor. The attached change order represents the adjusted final cost of the project. The adjusted cost is \$91,360.96 above the low bid (awarded) amount. The attached change order provides details and explanations of the various costs.

We are requesting \$91,360.96 from contingency funds to finalize the project.

Thank you,

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

# Change Order No. 1

Date of Issuance: Sept. 10, 2020

Effective Date: \_\_\_\_\_

Project: Prospector Gravity Sewer Project -	Owner: City of Kuna	Owner's Contract No.:
Contract: Prospector Gravity Sewer Project		Date of Contract: June 4, 2020
Contractor: Cougar Excavation		Engineer's Project No.: KU19-0311

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: Revised unit pricing for sewer main resulting from the sewer main needing to be deepened by 3.7 feet along the entire alignment. This results in deeper excavation for 2,430 lineal feet of pipeline and manhole and Additional Rock removal. In addition, the saw cut and asphalt removal quantity of 218 square yards was and the Incorrect and sawcut and asphalt removal required was adjusted to actual quantity of required by ACHD to be Removed and replaced. Additional sprinkler line materials & associated repairs on school grounds for relocation Of valves and laterals. Also

Attachments: Change Order Calculations and Summary Sheet

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

Original Contract Times:  Working days  Calendar days

\$419,902

Substantial completion (days or date): August 4, 2020

Ready for final payment (days or date): August 24, 2020

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

\$ \_\_\_\_\_

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$419,902

Substantial completion (days or date): August 4, 2020

Ready for final payment (days or date): August 24, 2020

[Increase] [Decrease] of this Change Order:

[Increase] [Decrease] of this Change Order:

\$91,360.96

Substantial completion (days or date): September 11, 2020

Ready for final payment (days or date): September 30, 2020

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$511,262.96

Substantial completion (days or date): September 11, 2020

Ready for final payment (days or date): September 30, 2020

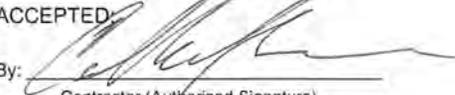
RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:   
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By:   
Contractor (Authorized Signature)

Date: 9-10-20

Date: \_\_\_\_\_

Date: 9-10-20

**Prospector Gravity Sewer Main  
Change Order #1 Summary**

**Enrg's Estimate**

Engineers Estimate for Sewer Main	\$ 492,000
Engineers Estimate for Asphlat Pathway	\$ 95,000
Total Project Estimate Sewer & Pathway	<u>\$ 587,000</u>

**Cougar Excavation's Original Bid**

Sewer Main Base Bid	\$354,202
Railcar Removal Bid Option	\$18,900
9 ft Wide Asphalt Pathway Bid Option	<u>\$46,800</u>
Total of Cougars Original Bid	<b>\$419,902</b>

Reimbursement from Inaki for four Services	-18000
Credit for one Service not constructed	<u>-4500</u>
Adjusted Total of Cougars Original Bid	<b>\$397,402</b> City Obligation for sewer and Pathway

**Change Order No. 1 Items**

Added cost to Deepen Sewer Main 3.7 ft	\$52,586
Added cost to deepen MH's 3.7 ft	\$6,988
Additional Saw Cut and Asphlat removal in Ten Mile	\$12,660
Added Rock Removal Due to Deeper Sewer	\$14,125
Sprinkler Lateral Relocation	<u>\$9,502</u>
	<b>\$95,861</b>

Adjusted Contract Amount after CO #1	\$515,763
credits for 1 service lateral	<u>(\$4,500)</u>
Net Contract Adjustments for CO#1	\$511,263
Less reimbursement from Inaki	<u>(\$18,000)</u>
Net Contract Amount for Project	<b>\$493,263</b>