

CITY OF KUNA
REGULAR CITY COUNCIL MEETING
AMENDED AGENDA
TUESDAY, DECEMBER 2, 2014
Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho

7:00 P.M. REGULAR CITY COUNCIL

Call to Order and Roll Call

Invocation: Chris Bent, Calvary Chapel

Pledge of Allegiance: Mayor Nelson

Request to Amend the Agenda

Amend the agenda originally posted on November 25, 2014 to include the following:

4I – Resolution No. R86-2014 First Addendum to the Master License Agreement between ACHD and the City of Kuna for the Installation of Pressurized Irrigation Piping and Valving Equipment within the Rights-of-Way of the City of Kuna, Idaho.

Revised Agreement for agenda item 4E Agreement with DHM Enterprises for Plumbing Plan Review and Inspection Services

Revised Agreement for agenda item 4F Agreement with Electrical Controls and Instrumentation, LLC to Provide Electrical Plan Review and Inspection Services

The documents for the above agenda amendments were received on December 2, 2014.

1. Consent Agenda:

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 Old Business or as instructed by the City Council.

A. City Council Meeting Minutes:

1. Minutes of November 18, 2014 Regular Meeting

B. Accounts Payable Dated December 2, 2014 in the Amount of \$111,092.88

C. Alcohol Licenses:

D. Resolutions:

E. Findings of Facts and Conclusions of Law:

2. Citizen's Reports or Requests:

A. Continued Discussion on 2015 Kuna Days Fireworks Funding Request and Park Fee Waiver – Fabiola Giddings, Kuna Chamber of Commerce President

3. Public Hearings: (7:00 p.m. or as soon thereafter as matters may be heard.)

A. **14-05-AN** (Annexation) **14-04-DA** (Develop Agreement) and **14-03-S** (Preliminary Plat) **Patagonia Subdivision** - Applicant requests annexation of approx. 150.35 acres to create a 470 lot residential subdivision. Applicant proposes 18 additional common lots approx. 11.95% of the site, or 17.96 acres. One will be developed for sports fields while another will be developed into a swimming pool facility. Others will house tot-lots for children. An HOA will be established. Applicant seeks an R-6 zone and proposes seven phases of development and driven by the consumer market. The applicant is aware a development agreement will be recorded to guide development for the project. Presented by Troy Behunin, P&Z

4. Business Items:

A. Consideration of \$1,250 Match for the Jeff Tunison Community Fund for Economic Development Grants for Downtown Revitalization Consultant Services – Chris Engels, Grant Administrator

B. Consideration to Approve Resolution No. R81-2014 – Arbor Ridge Park Drain

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE AGREEMENT WITH THE DEPARTMENT OF ARMY, CORPS OF ENGINEERS PERMITTING THE CITY OF KUNA, IDAHO TO FILL RELOCATE AND TILE A PORTION OF THE HUBBARD BEAL DRAIN THAT IS LOCATED WITHIN THE CITY OF KUNA'S ARBOR RIDGE PARK; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

C. Consideration to Approve Resolution No. R82-2014 Approving Award of Bid to Thueson Construction for Swan Falls Road PI Crossing Construction

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY OF KUNA, IDAHO IRRIGATION FUND TO AWARD A UNIT PRICE BID FOR CONSTRUCTION OF A PRESSURE IRRIGATION CROSSING OF SWAN FALLS ROAD IN THE AMOUNT OF \$14,075.00; AUTHORIZING THE CITY OF KUNA, IDAHO'S TREASURER, JOHN MARSH TO PAY THE INVOICES FOR SAID CONSTRUCTION IN THE AMOUNT OF \$14,075.00; AND AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS RELATED TO SAID AWARD OF BID.

- D. Consideration to Approve Resolution No. R83-2014 Adopting New Health Benefits Plan (information and documents forthcoming) – John Marsh, City Treasurer
- E. Consideration to Approve Resolution No. R84-2014 Agreement with DHM Enterprises for Plumbing Plan Review and Inspection Services

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE AGREEMENT WITH DHM ENTERPRISES AND THE CITY OF KUNA, IDAHO TO PROVIDE THE CITY WITH PLUMBING PLAN REVIEW AND INSPECTION SERVICES; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

- F. Consideration to Approve Resolution No. R85-2014 Agreement with Electrical Controls and Instrumentation, LLC to Provide Electrical Plan Review and Inspection Services

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE AGREEMENT WITH ELECTRICAL CONTROLS AND INSTRUMENTATION, LLC AND THE CITY OF KUNA, IDAHO TO PROVIDE THE CITY WITH ELECTRICAL PLAN REVIEW AND INSPECTION SERVICES; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

- G. Discussion to Set Date for Urban Renewal Special Meeting – Richard Roats, City Attorney
- H. Continued Consideration and Discussion on Advertising in Kuna Life 2015 Edition by Madison Publications – Mayor Nelson
- I. Consideration to Approve Resolution No. R86-2014 First Addendum to the Master License Agreement between ACHD and the City of Kuna for the Installation of Pressurized Irrigation Piping and Valving Equipment within the Rights-of-Way of the City of Kuna, Idaho.

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE FIRST ADDENDUM TO THE MASTER LICENSE AGREEMENT FOR MUNICIPAL PRESSURE IRRIGATION SYSTEM WITHIN THE RIGHTS-OF-WAY BETWEEN THE ADA COUNTY HIGHWAY DISTRICT AND THE CITY OF KUNA PERMITTING THE PLACEMENT OF THE CITY OF KUNA'S PRESSURIZED IRRIGATION SYSTEM CONSISTING OF PRESSURE IRRIGATION PIPING AND VALVING EQUIPMENT WITHIN THE ADA COUNTY HIGHWAY DISTRICT RIGHTS-OF-WAY ASSOCIATED WITH THE TIMBERMIST SUBDIVISION.

5. Ordinances:

- A. **First Reading of Ordinance No. 2014-14 Irrigation Annexation – Larry Smith**
Consideration to dispense with full reading and three consecutive readings.
Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING ALL OF LOT 10 OF KUNA VILLAGE ESTATES SUBDIVISION, PARCEL R5070750105, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

B. *First Reading of Ordinance No. 2014-18 Irrigation Annexation - Rea*

Consideration to dispense with full reading and three consecutive readings.

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING ALL OF PARCEL R5070504527, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

6. Mayor/Council Discussion Items:

7. Announcements:

8. Executive Session:

- A. Executive Session Pursuant to Idaho Code 67-2345(d) to Consider Records that are Exempt from Disclosure as Provided in Chapter 3, Title 9, Idaho Code. Case No. 2014-01-IND

9. Adjournment:

1
2 C. Alcohol Licenses:

3
4 D. Resolutions:

5
6 E. Findings of Facts and Conclusions of Law:

7
8 **Council Member Stear moved to approve the Consent Agenda as presented. Seconded**
9 **by Council Member Jones, all voting aye. Motion carried 3-0.**

10
11 Wendy Howell asked to amend the agenda by moving item 4A to be included under the
12 Public Hearings as 3B.

13
14 **Council Member Stear moved to amend the agenda by moving item 4A to item 3B.**
15 **Seconded by Council Member Jones, all voting aye. Motion carried 3-0.**

16
17 **2. Citizen's Reports or Requests:**

18
19 A. 2015 Kuna Days Fireworks Funding Request and Park Fee Waiver – Fabiola Giddings,
20 Kuna Chamber of Commerce President (*Timestamp 00:04:00*)

21
22 Fabiola Giddings represented the Chamber of Commerce and asked for an extra \$2,500
23 for fireworks at Kuna Days in 2015. She also asked for the park rental fee to be waived
24 and if they have money left over after Kuna Days, then they will pay it at that time.

25
26 John Marsh explained there was a budget amount of \$2,500 for the fireworks.

27
28 Council Member Jones recused himself from voting since he is directly involved with
29 Kuna Days. It was noted that the park fees are \$250.

30
31 This will be placed on the Dec. 2, 2014 council meeting when a quorum is present to vote.

32
33 B. American Cancer Society Relay for Life – Lauren Olsen (*Timestamp 00:08:38*)

34
35 No one was in attendance to represent this item.

36
37 **3. Public Hearings: (7:00 p.m. or as soon thereafter as matters may be heard.)**

38
39 A. A Hearing to Consider Adopting a Resolution Establishing Fees for a Temporary Mobile
40 Vendor Permit – Richard Roats, City Attorney (*Timestamp 00:08:52*)

41
42 Attorney Roats explained the proposed fee schedule for the Mobile Vendor's Permit: 30
43 day permit \$15; sixty day permit \$25; Ninety day permit \$30; and 90 day renewal fee of
44 \$25.

45
46 Mayor Nelson opened the public hearing at 7:14 p.m. reporting no one signed the list to
47 speak. An invitation was extended to the audience to make public comment.

1
2 There being no testimony offered, Mayor Nelson closed the Public Hearing.

3
4 1. Consideration to Approve Resolution No. R66-2014 Temporary Vendor Fee Schedule

5
6 A RESOLUTION OF THE CITY OF KUNA, IDAHO SETTING THE FEES FOR
7 CITY OF KUNA, IDAHO ORDINANCE NO. 2014-10 MOBILE VENDOR'S
8 LICENSE.

9
10 **Council Member Stear moved to approve Resolution No. R66-2014 the Mobile**
11 **Vendor License Fee. Seconded by Council Member Jones, all voting aye. Motion**
12 **carried 3-0.**

13
14 B. Continued Discussion on Development Agreement Modification 08-08-DA; Linder Farms
15 – Richard Roats, City Attorney (*Timestamp 00:13:20*)

16
17 Applicant has requested a modification of the Development Agreement (DA) for Linder
18 Farms, one-half mile south of Lake Hazel on the west side of Linder Road. This
19 application requests that the recorded Development Agreement be modified to include
20 Bus Guide Tours through corn fields and paintball activities. As a result of several
21 questions raised during the hearing on October 21, 2014, the matter was continued to
22 allow staff additional time to research the issues raised. Staff has completed the research
23 and recommends that in lieu of modifying the Development Agreement, the Development
24 Agreement be released from the property, after notice and hearing.

25
26 Attorney Roats explained the above information adding that at the time the Development
27 Agreement was approved the city did not have a zone for Agritainment. This has
28 subsequently been passed. Staff and the Planning Director made a decision that this
29 proposed use was Agritainment and is a permitted use within the zone. It was noted that
30 both Zombie Acres and the corn maze would need to obtain a Special Event Plan on an
31 annual basis.

32
33 Mr. Roats recommended the Development Agreement and the Special Use Permit be
34 released. It would be properly noticed to release the Development Agreement from the
35 property and processed through the Planning and Zoning Commission to release the
36 Special Use Permit.

37
38 Prior to the event, a meeting will be held with the event organizers to set up conditions for
39 the event noting there is a penalty if the conditions are violated. The conditions would be
40 structured under the Special Event Plan to take care of concerns raised by neighbors. The
41 intent is to make it work for everyone.

42
43 No vote took place at this time but it will be voted on after it is properly noticed to release
44 the Development Agreement.

45
46 **4. Business Items:**

- 1 A. Continued Discussion on Development Agreement Modification 08-08-DA; Linder Farms
2 – Richard Roats, City Attorney
3

4 Applicant has requested a modification of the Development Agreement (DA) for Linder
5 Farms, one-half mile south of Lake Hazel on the west side of Linder Road. This
6 application requests that the recorded Development Agreement be modified to include
7 Bus Guide Tours through corn fields and paintball activities. As a result of several
8 questions raised during the hearing on October 21, 2014, the matter was continued to
9 allow staff additional time to research the issues raised. Staff has completed the research
10 and recommends that in lieu of modifying the Development Agreement, the Development
11 Agreement be released from the property, after notice and hearing.
12

13 This item was discussed under agenda item 3B due to the motion made above to amend
14 the agenda.
15

- 16 B. Consideration to Approve Resolution No. R73-2014 Purchase of UTV from Campbell
17 Tractor for Parks Department (*Timestamp 00:27:36*)
18

19 A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY OF
20 KUNA, IDAHO PARK DEPARTMENT TO PURCHASE A 2014 JOHN DEERE UTV
21 FOR \$19,841.00 FROM CAMPBELL TRACTOR COMPANY; AUTHORIZING THE
22 CITY OF KUNA, IDAHO'S TREASURER, JOHN MARSH TO PAY THE INVOICE
23 FOR THE JOHN DEERE UTV IN THE AMOUNT OF \$19,841.00; AND
24 AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
25

26 **Council Member Stear moved to approve Resolution No. R73-2014 for the purchase**
27 **of the UTV from Campbell Tractor. Seconded by Council President Cardoza, all**
28 **voting aye. Motion carried 3-0.**
29

- 30 C. Consideration to Approve Resolution No. R74-2014 Right of Way – Richard Roats, City
31 Attorney (*Timestamp 00:22:40*)
32

33 A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR
34 TO EXECUTE THE LETTER TO ACHD STATING THE CITY'S SUPPORT FOR THE
35 VACATION OF THE RIGHT-OF-WAY AT THE WEST END OF DEER FLAT ROAD,
36 KUNA, IDAHO, SAID RIGHT-OF-WAY
37

38 Attorney Roats explained this is a portion of Deer Flat Road on the west end that has not
39 been constructed next to the Crimson Point Subdivision. The developer, Tim Eck, has
40 requested that the right-of-way and warranty deed be vacated and has been working with
41 city staff on the matter.
42

43 It was noted that ACHD has determined that this will not be one of the roads that crosses
44 Indian Creek.
45

46 **Council Member Stear moved to approve Resolution No. R74-2014 Right-of Way.**
47 **Seconded by Council President Cardoza, all voting aye. Motion carried 3-0.**

- 1
2 D. Consideration to Approve Resolution No. R75-2014 J&M Sanitation Agreement
3 Amendment – Richard Roats, City Attorney (*Timestamp 00:29:33*)
4

5 A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE
6 AMENDMENTS TO THE J&M SANITATION AGREEMENT.
7

8 **Council Member Stear moved to approve Resolution No. R75-2014. Seconded by**
9 **Council President Cardoza, all voting aye. Motion carried 3-0.**
10

- 11 E. Consideration to Approve Resolution No. R76-2014 Farm Lease with S&T Farms –
12 Richard Roats, City Attorney (*Timestamp 00:36:55*)
13

14 A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR
15 TO EXECUTE THE REAL ESTATE LEASE AGREEMENT WITH S&T FARMS,
16 LLC, FOR THE LEASE OF THE CITY OF KUNA, IDAHO'S PROPERTY LOCATED
17 AT MEADOW VIEW ROAD, KUNA, IDAHO.
18

19 **Council Member Stear moved to approve Resolution No. R76-2014. Seconded by**
20 **Council Member Jones, all voting aye. Motion carried 3-0.**
21

- 22 F. Consideration to Approve Resolution No. R77-2014 Farm Lease of City Property to
23 Silver Butte Holsteins – Richard Roats, City Attorney (*Timestamp 00:42:06*)
24

25 A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR
26 TO EXECUTE THE REAL ESTATE LEASE AGREEMENT FOR THE LEASE OF
27 THE CITY OF KUNA'S PROPERTY LOCATED AT SWAN FALLS ROAD, KUNA,
28 IDAHO.
29

30 **Council Member Stear moved to approve Resolution No. R77-2014. Seconded by**
31 **Council Member Jones, all voting aye. Motion carried 3-0.**
32

- 33 G. Consideration to Approve Resolution No. R78-2014 Purchase of Pickup from Kendall
34 Ford for Sewer Fund (*Timestamp 00:42:23*)
35

36 A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY OF
37 KUNA, IDAHO SEWER FUND TO PURCHASE A NEW 2014 FORD F-150 PICKUP
38 FROM KENDALL FORD FOR \$22,999.80; AUTHORIZING THE CITY OF KUNA,
39 IDAHO'S TREASURER, JOHN MARSH TO PAY THE INVOICE FOR SAID PICKUP
40 IN THE AMOUNT OF \$22,999.80; AND AUTHORIZING THE MAYOR TO
41 EXECUTE THE AGREEMENT
42

43 **Council Member Stear moved to approve Resolution No. R78-2014. Seconded by**
44 **Council President Cardoza, all voting aye. Motion carried 3-0.**
45
46

- 1 H. Consideration to Approve Resolution No. R79-2014 Bureau of Reclamation Consent to
2 Use Agreement – Richard Roats, City Attorney (*Timestamp 00:43:58*)
3

4 A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE CONSENT
5 TO USE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF
6 INTERIOR, BUREAU OF RECLAMATION AND AUTHORIZING THE MAYOR TO
7 EXECUTE THE AGREEMENT.
8

9 Richard Roats explained this is a use agreement for the pedestrian underpass bridge
10 crossing and easement encroachment of the New York Canal as part of the greenbelt
11 extension on Swan Falls going east.
12

13 Mayor Nelson expressed appreciation for Chris Engels efforts in obtaining this permit.
14

15 **Council Member Stear moved to approve Resolution No. R79-2014. Seconded by**
16 **Council Member Jones, all voting aye. Motion carried 3-0.**
17

- 18 I. Consideration to Approve Resolution No. R80-2014 City Parks and City Public Property
19 Fees – Amending Fee Schedule to Delete Deposit Requirement – Richard Roats, City
20 Attorney (*Timestamp 00:46:00*)
21

22 A RESOLUTION OF THE CITY OF KUNA, IDAHO, DELETING THE
23 REQUIREMENT FOR DEPOSITS FROM THE CITY PARKS AND CITY PUBLIC
24 PROPERTY FEE SCHEDULE FOR THE CITY OF KUNA, IDAHO, AND
25 PROVIDING AN EFFECTIVE DATE.
26

27 **Council Member Stear moved to approve Resolution No. R80-2014. Seconded by**
28 **Council President Cardoza, all voting aye. Motion carried 3-0.**
29

- 30 J. Consideration and Discussion on Advertising in Kuna Life 2015 Edition by Madison
31 Publications – Mayor Nelson (*Timestamp 00:48:47*)
32

33 Mayor Nelson explained the cost would be \$1,200 for next year's edition and it would be
34 paid out of the Economic Development funds.
35

36 Concern was noted on making payment in advance before the product was delivered.
37 Paying a percentage of the fee was suggested. The Mayor will check with the business
38 owner to see if it can be paid upon receipt.
39

40 **5. Ordinances:**
41

42 **6. Mayor/Council Discussion Items: (*Timestamp 00:54:30*)**
43

44 Mayor Nelson explained the BMX track is under consideration for moving next to the bike
45 jumps or south of town in a desert location so the current area can become more of a plaza
46 area in the center of town.
47

1 ACHD will still use their equipment to pave the greenbelt once the asphalt plant opens again
2 in the spring. The City will be purchasing the asphalt with grant funds.

3
4 Mayor reported a \$2,000 grant was received to move the History Center to the old City Hall
5 (Public Works building). The building will be remodeled by city staff.

6
7 Concern was noted on ACHD not plowing snow on roads in Kuna.

8
9 **7. Announcements:**

10
11 **8. Executive Session:**

12
13 **9. Adjournment:**

14
15 Council Member Stear moved to adjourn the meeting at 8:09 p.m.

16
17
18
19
20 _____
21 W. Greg Nelson, Mayor

22
23 ATTEST:

24
25
26 _____
27 Brenda S. Bingham, City Clerk

28
29 *Minutes prepared by Brenda Bingham*
30 *Date Approved: CCM 12/2/14*

31
32
33 ***An audio recording of this meeting is available at City Hall upon request or it can be accessed***
34 ***at the City of Kuna website www.kunacity.id.gov***

Payment Approval Report - City Council Approval
Report dates: 11/13/2014-11/25/2014

City of Kuna

Report Criteria:
Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
A COMPANY, INC. - BOI												
1463	A COMPANY, INC. - BOI	B217598		<u>RENTAL HITECH RESTROOM, SVCD 2X MO, SN#E140, CITY FARM, SEWER, NOV 14</u>	11/16/2014	90.50	.00	<u>21-6212 RENT-EQUIPMENT</u>	0	11/14		
Total A COMPANY, INC. - BOI:						90.50	.00					
ASSOCIATION OF IDAHO CITIES												
8	ASSOCIATION OF IDAHO CITIES	5273089		<u>2014 AIC DISTRICT MEETING, GREG NELSON, NOV 14</u>	11/17/2014	25.00	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	0	11/14		
8	ASSOCIATION OF IDAHO CITIES	5273089		<u>2014 AIC DISTRICT MEETING, RICHARD ROATS, ADMIN, NOV 14</u>	11/17/2014	8.28	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	0	11/14		
8	ASSOCIATION OF IDAHO CITIES	5273089		<u>2014 AIC DISTRICT MEETING, RICHARD ROATS, WATER, NOV 14</u>	11/17/2014	6.41	.00	<u>20-6155 MEETINGS/COMMITTEES</u>	0	11/14		
8	ASSOCIATION OF IDAHO CITIES	5273089		<u>2014 AIC DISTRICT MEETING, RICHARD ROATS, SEWER, NOV 14</u>	11/17/2014	7.63	.00	<u>21-6155 MEETINGS/COMMITTEES</u>	0	11/14		
8	ASSOCIATION OF IDAHO CITIES	5273089		<u>2014 AIC DISTRICT MEETING, RICHARD ROATS, PI, NOV 14</u>	11/17/2014	2.68	.00	<u>25-6155 MEETING/COMMITTEES</u>	0	11/14		
Total ASSOCIATION OF IDAHO CITIES:						50.00	.00					
BHS SPECIALTY CHEMICALS												
512	BHS SPECIALTY CHEMICALS	52055		<u>1 TOTE SODIUM HYPOCHLORITE STERILECLEAN, 330 GALS @ 2,2500, FUEL CHARGE, C DEYOUNG, WATER, NOV 14</u>	11/12/2014	755.08	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	11/14		

Payment Approval Report - City Council Approval
Report dates: 11/13/2014-11/25/2014

City of Kuna

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 BHS SPECIALTY CHEMICALS:						755.08	.00					
BUSY BEE SAND & GRAVEL												
10	BUSY BEE SAND & GRAVEL	0041880	2325	1 TRUCK-LOAD OF SAND FOR THE GREENBELT EXTENSION PROJECT. M.DAVILA, P.I. NOV.'14	11/06/2014	177.81	.00	25-6020 CAPITAL IMPROVEMENTS	0	11/14		
Total BUSY BEE SAND & GRAVEL:						177.81	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	7118	2335	4 EA. EXTENSION POLES TO RAISE ANTENNAS ABOVE TREE LINE. T.FLEMING, SCADA, SEWER, NOV.'14	11/10/2014	1,700.00	.00	21-6175 SMALL TOOLS	0	11/14		
147	CUSTOM ELECTRIC, INC.	7118	2335	4 EA. EXTENSION POLES TO RAISE ANTENNAS ABOVE TREE LINE. T.FLEMING, PL. NOV.'14	11/10/2014	1,700.00	.00	25-6175 SMALL TOOLS	0	11/14		
147	CUSTOM ELECTRIC, INC.	7120	2367	ELECTRICAL TROUBLE SHOOTING, INDIAN CREEK LIFT STATION. T.FLEMING, SEWER, NOV.'14	11/18/2014	195.00	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	11/14		
Total CUSTOM ELECTRIC, INC.:						3,595.00	.00					
D & B SUPPLY												
75	D & B SUPPLY	001 24462 001	2361	WORK COATS, WORK PANTS, FOR J DAVILA, STEEL TOED BOOKS FOR J WEBB, WATER, NOV.'14	11/14/2014	664.68	.00	20-6285 UNIFORMS EXPENSE	0	11/14		
75	D & B SUPPLY	001 25080 001	2366	3 PRS CARHART PANTS FOR R. JONES, C DEYOUNG, WATER, NOV 14	11/17/2014	111.17	.00	20-6285 UNIFORMS EXPENSE	0	11/14		
75	D & B SUPPLY	002 58258 001	2352	2 PR. WORK PANTS, N. PURKEY, PARKS, NOV.'14	11/13/2014	85.98	.00	01-6285 UNIFORMS	1004	11/14		
75	D & B SUPPLY	003 73694 001	2358	6 PR PANTS, 3 PR COVER-ALL BIBS, FOR M.DAVILA, R.FORD, J.COX, WATER, NOV.'14	11/14/2014	417.51	.00	20-6285 UNIFORMS EXPENSE	0	11/14		

City of Kuna
Payment Approval Report - City Council Approval
Report dates: 11/13/2014-11/25/2014

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
75	D & B SUPPLY	004 45117 001	2355	TARP AND BUNJI CORDS TO COVER SALT SPREADER, B BACHMAN, BLDG MAINT, NOV 14	11/14/2014	23.48	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/14		
Total D & B SUPPLY:						1,302.82	.00					
FERGUSON WATERWORKS #1701												
219	FERGUSON WATERWORKS #1701	0602852		2 EA 1-1/2 ANGLE VALVES, COUPLINGS AND BUSHINGS, GREENBELT EXTENSION, C DEYOUNG, WATER, NOV 14	11/06/2014	797.20	.00	25-6020 CAPITAL IMPROVEMENTS	0	11/14		
219	FERGUSON WATERWORKS #1701	0603000	2329	2 EA, 1 1/2" ANGLE VALVES AND 2 NIPPLES, FOR THE GREENBELT EXTENSION PROJECT, M. DAVILA, P.I., NOV.'14	11/10/2014	179.60	.00	25-6020 CAPITAL IMPROVEMENTS	0	11/14		
Total FERGUSON WATERWORKS #1701:						976.80	.00					
FLUID CONNECTOR PRODUCTS, INC. dba												
1083	FLUID CONNECTOR PRODUCTS, INC. dba	5871310	2356	PRESSURE GUAGE FOR CHLORINE SKID, M NADEAU, SEWER, NOV 14	11/14/2014	16.67	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	11/14		
Total FLUID CONNECTOR PRODUCTS, INC. dba:						16.67	.00					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	13793418	2337	PACKING SLIP #13793418, 4 EA GRIPPER PLUGS FOR GREENBELT EXTENSION PROJECT, B.BACHMAN, PARKS, NOV.'14	11/10/2014	57.35	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	11/14		
1552	H.D. FOWLER COMPANY	13793418	2337	PACKING SLIP #13793418, 12 PAIR WORK GLOVES, B.BACHMAN, PARKS, NOV.'14	11/10/2014	92.80	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/14		

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Total H.D. FOWLER COMPANY:						150.15	.00					
HD LEGAL MESSENGERS LLC												
1642	HD LEGAL MESSENGERS LLC	2767		<u>LEGAL PROCESS SERVICE FOR 2011 DELINQUENT IRRIGATION, 475 S THORNWOOD WAY, P.I. NOV.'14</u>	11/14/2014	65.00	.00	<u>25-6202 PROFESSIONAL SERVICES</u>	0	11/14		
Total HD LEGAL MESSENGERS LLC:						65.00	.00					
HD SUPPLY WATERWORKS LTD												
63	HD SUPPLY WATERWORKS LTD	D236186	2342	<u>BRASS SCREEN BEARINGS (STOCK) AND BRASS SCREEN BEARINGS FOR THE SADIE CREEK PI PUMP STATION, J.MORFIN, PI. NOV.'14</u>	11/13/2014	1,019.66	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	11/14		
Total HD SUPPLY WATERWORKS LTD:						1,019.66	.00					
HDR ENGINEERING, INC.												
1646	HDR ENGINEERING, INC.	184512-B		<u>FINE SCREEN CONSULTATION, G LAW, SEWER, NOV 14</u>	11/12/2014	622.38	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	11/14		
Total HDR ENGINEERING, INC.:						622.38	.00					
HOCOAN HOLDINGS, INC. dba												
1619	HOCOAN HOLDINGS, INC. dba	AR343997		<u>MONTHLY COPIER LEASE, MX4110N, ADMIN, NOV 14</u>	11/13/2014	66.10	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	11/14		
1619	HOCOAN HOLDINGS, INC. dba	AR343997		<u>MONTHLY COPIER LEASE, MCX4110N, P&Z, NOV 14</u>	11/13/2014	66.10	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	11/14		
1619	HOCOAN HOLDINGS, INC. dba	AR343997		<u>MONTHLY COPIER LEASE, MCX4110N, WATER, NOV 14</u>	11/13/2014	81.09	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/14		
1619	HOCOAN HOLDINGS, INC. dba	AR343997		<u>MONTHLY COPIER LEASE, MCX4110N, SEWER, NOV 14</u>	11/13/2014	105.87	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/14		

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1619	HOCOAN HOLDINGS, INC. dba	AR343997		<u>MONTHLY COPIER LEASE, MCX4110N, PI, NOV 14</u>	11/13/2014	34.34	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/14		
1619	HOCOAN HOLDINGS, INC. dba	AR343998		<u>MONTHLY COPIER CARE, INCL PARTS, LABOR, TONER, B/W, ADMIN, NOV 14</u>	11/13/2014	14.67	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	11/14		
1619	HOCOAN HOLDINGS, INC. dba	AR343998		<u>MONTHLY COPIER CARE, INCL PARTS, LABOR, TONER, B/W, P&Z, NOV 14</u>	11/13/2014	14.67	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	11/14		
1619	HOCOAN HOLDINGS, INC. dba	AR343998		<u>MONTHLY COPIER CARE, INCL PARTS, LABOR, TONER, B/W, WATER, NOV 14</u>	11/13/2014	17.99	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	11/14		
1619	HOCOAN HOLDINGS, INC. dba	AR343998		<u>MONTHLY COPIER CARE, INCL PARTS, LABOR, TONER, B/W, SEWER, NOV 14</u>	11/13/2014	23.50	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/14		
1619	HOCOAN HOLDINGS, INC. dba	AR343998		<u>MONTHLY COPIER CARE, INCL PARTS, LABOR, TONER, B/W, PI, NOV 14</u>	11/13/2014	7.63	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/14		
1619	HOCOAN HOLDINGS, INC. dba	AR343998		<u>MONTHLY COPIER CARE INCL PARTS, LABOR, TONER, COLOR COPIES, ADMIN, NOV 14</u>	11/13/2014	32.74	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	11/14		
1619	HOCOAN HOLDINGS, INC. dba	AR343998		<u>MONTHLY COPIER CARE INCL PARTS, LABOR, TONER, COLOR COPIES, P&Z, NOV 14</u>	11/13/2014	32.74	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	11/14		
1619	HOCOAN HOLDINGS, INC. dba	AR343998		<u>MONTHLY COPIER CARE INCL PARTS, LABOR, TONER, COLOR COPIES, WATER, NOV 14</u>	11/13/2014	40.16	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	11/14		
1619	HOCOAN HOLDINGS, INC. dba	AR343998		<u>MONTHLY COPIER CARE INCL PARTS, LABOR, TONER, COLOR COPIES, SEWER, NOV 14</u>	11/13/2014	52.43	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/14		
1619	HOCOAN HOLDINGS, INC. dba	AR343998		<u>MONTHLY COPIER CARE INCL PARTS, LABOR, TONER, COLOR COPIES, PI, NOV 14</u>	11/13/2014	17.00	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/14		

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Total HOCOCHAN HOLDINGS, INC. dba:						607.03	.00					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	NOV2014I		<u>CONTRACT SERVICES-NOV 14</u>	11/12/2014	-4,537.67	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	11/14		
Total IDAHO HUMANE SOCIETY:						-4,537.67	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	11182014I		<u>SERVICE FOR NOVEMBER 2014 - CITY HALL, ADMIN</u>	11/18/2014	245.43	.00	<u>01-6290 UTILITIES</u>	0	11/14		
38	IDAHO POWER CO	11182014I		<u>SERVICE FOR NOVEMBER 2014 - CITY HALL, P & Z</u>	11/18/2014	65.36	.00	<u>01-6290 UTILITIES</u>	1003	11/14		
38	IDAHO POWER CO	11182014I		<u>SERVICE FOR NOVEMBER 2014 - SENIOR CENTER</u>	11/18/2014	295.01	.00	<u>01-6290 UTILITIES</u>	1001	11/14		
38	IDAHO POWER CO	11182014I		<u>SERVICE FOR NOVEMBER 2014 - STREET LIGHTS</u>	11/18/2014	6,132.00	.00	<u>01-6290 UTILITIES</u>	1002	11/14		
38	IDAHO POWER CO	11182014I		<u>SERVICE FOR NOVEMBER 2014 - CITY PARKS</u>	11/18/2014	720.48	.00	<u>01-6290 UTILITIES</u>	1004	11/14		
38	IDAHO POWER CO	11182014I		<u>SERVICE FOR NOVEMBER 2014 - WATER MAINTENANCE SHOPS & WELLS</u>	11/18/2014	6,581.89	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	11/14		
38	IDAHO POWER CO	11182014I		<u>SERVICE FOR NOVEMBER 2014 - IRRIGATION PUMPS & WATER MAINTENANCE SHOPS, P.I</u>	11/18/2014	687.67	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	11/14		
38	IDAHO POWER CO	11182014I		<u>SERVICE FOR NOVEMBER 2014 - WELL @ FARM, LIFT STATIONS, & NWWTP, SEWER</u>	11/18/2014	21,465.44	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	11/14		
38	IDAHO POWER CO	11182014I		<u>SERVICE FOR NOVEMBER 2014 - LAGOONS, SEWER</u>	11/18/2014	258.42	.00	<u>21-6090 FARM EXPENDITURES</u>	0	11/14		
Total IDAHO POWER CO:						36,451.70	.00					

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INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	101314-11141		<u>NATURAL GAS CONSUMPTION SR CENTER, 10-13-14 TO 11-14-14, NOV 14</u>	11/19/2014	236.41	.00	01-6290 UTILITIES	1001	11/14		
37	INTERMOUNTAIN GAS CO	101314-11141		<u>NATURAL GAS CONSUMPTION, CITY HALL, 10-13-14 TO 11-14-14, NOV 14</u>	11/19/2014	73.50	.00	01-6290 UTILITIES	0	11/14		
Total INTERMOUNTAIN GAS CO:						309.91	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	11142014-112		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEE, 101-14-2014 TO 11-20-14 LESS FRANCHISE FEE, NOV 14</u>	11/21/2014	-4,278.98	-4,278.98	01-4170 FRANCHISE FEES	0	11/14	11/21/2014	
230	J & M SANITATION, INC.	11142014-112		<u>SANITATION RECEIPT TRANSFER 11-14-2014 TO 11-20-14, NOV 14</u>	11/21/2014	43,309.55	43,309.55	26-7000 SOLID WASTE SERVICE FEES	0	11/14	11/21/2014	
Total J & M SANITATION, INC.:						39,030.57	39,030.57					
JAMES MICHEL												
1721	JAMES MICHEL	5056-15	2328	<u>BLASTING SERVICES THROUGH LAVA ROCK AT THE GREENBELT EXTENSION PROJECT, R.FORD, GREENBELT P.I MAIN, IDPR-TRP GRANT, GREENBELT EXTENSION, ROCK LEDGE, NOV.'14</u>	11/17/2014	4,000.00	.00	03-6365 EXPENDITURE-ID PARKS & REC RTP	0	11/14		
Total JAMES MICHEL:						4,000.00	.00					
KAMAN INDUSTRIAL TECHNOLOGIES												
396	KAMAN INDUSTRIAL TECHNOLOGIES	Y413006	2321	<u>2 SETS BEARINGS FOR THE GRIT SNAIL, M. NADEAU, SEWER, NOV.'14</u>	11/07/2014	326.04	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/14		
Total KAMAN INDUSTRIAL TECHNOLOGIES:						326.04	.00					

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KC TOOL SUPPLY												
240	KC TOOL SUPPLY	534300	2370	<u>2 SAWS ALLS. 2 SAWS ALL BLADES, 2 4IN GRINDERS, BATTERY CHARGERS, C DEYOUNG, WATER, NOV 14</u>	11/18/2014	347.97	.00	<u>20-6175 SMALL TOOLS</u>	0	11/14		
240	KC TOOL SUPPLY	534300	2370	<u>2 SAWS ALLS. 2 SAWS ALL BLADES, 2 4IN GRINDERS, BATTERY CHARGERS, C DEYOUNG, WATER, NOV 14</u>	11/18/2014	86.99	.00	<u>25-6175 SMALL TOOLS</u>	0	11/14		
Total KC TOOL SUPPLY:						434.96	.00					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	214112-000		<u>2015 PI PROJECTS DESIGN, G LAW, WATER, NOV 14</u>	11/17/2014	4,558.75	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	11/14		
Total KELLER ASSOCIATES, INC.:						4,558.75	.00					
KENDALL FORD OF MERIDIAN LLC												
1616	KENDALL FORD OF MERIDIAN LLC	RN9554	2334	<u>PURCHASE 2014 FORD F-150 SEWER TRUCK VIN #1FTNF1EFOEK74956 (B. BACHMAN)</u>	11/24/2014	22,999.80	.00	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	0	11/14		
Total KENDALL FORD OF MERIDIAN LLC:						22,999.80	.00					
LES SCHWAB TIRES												
221	LES SCHWAB TIRES	12800127099	2341	<u>1 SET OF 4 NEW TIRES, CAR #70, BLDG INSPECTOR, NOV.'14</u>	11/12/2014	327.96	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1005	11/14		
Total LES SCHWAB TIRES:						327.96	.00					
LUBRICATION ENGINEERS, INC.												
1427	LUBRICATION ENGINEERS, INC.	IN263108		<u>OIL FOR THE BLOWERS, SEWER, NOV.'14</u>	11/05/2014	644.10	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/14		

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Total LUBRICATION ENGINEERS, INC.:						644.10	.00					
PAIGE MECHANICAL GROUP, INC.												
1654	PAIGE MECHANICAL GROUP, INC.	4606	2281	<u>COMPLETE SCHEDULED FALL HVAC MAINTENANCE, QUOTE #S14-418 FOR NWWTP, T.SHAFFER, SEWER, OCT.'14</u>	11/14/2014	1,118.00	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	11/14		
Total PAIGE MECHANICAL GROUP, INC.:						1,118.00	.00					
PARTS, INC.												
470	PARTS, INC.	071441	2354	<u>1 EA. TAIL LIGHT FOR TRUCK #10, B.GILLOGLY, PARKS, NOV.'14</u>	11/14/2014	39.38	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	11/14		
Total PARTS, INC.:						39.38	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	630861		<u>ALARM MONITOR FOR CEDAR, SNOWHAWK, DANSKIN, SEGO PRAIRIE, BUTLER, EL CAJON, & BEST BATH WELLS, FOR 12/1/14-12/31/14, WATER, DEC.'14</u>	12/01/2014	209.81	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	12/14		
1021	PEAK ALARM COMPANY, INC	630861		<u>ALARM MONITOR FOR CEDAR, SNOWHAWK, DANSKIN, SEGO PRAIRIE, BUTLER, EL CAJON, & BEST BATH WELLS, FOR 12/1/14-12/31/14, P.I, DEC.'14</u>	12/01/2014	30.88	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	12/14		
1021	PEAK ALARM COMPANY, INC	630923		<u>ALARM MONITOR FOR NWWTP, 12/1/14-12/31/14, SEWER, DEC.'14</u>	12/01/2014	83.10	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	12/14		
Total PEAK ALARM COMPANY, INC:						323.79	.00					
PIPELINE INSPECTION SERVICES,												
1238	PIPELINE INSPECTION SERVICES,	11601	2381	<u>PIPE CLEANING/SERVICE ON A 42"-48" HYDRO PIPE IN THE NEW PHASE OF ARBOR RIDGE, C.DEYOUNG, PARKS, NOV.'14</u>	10/24/2014	1,800.00	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	11/14		

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Total PIPELINE INSPECTION SERVICES,:						1,800.00	.00					
RENTAL CONNECTION												
893	RENTAL CONNECTION	35849		<u>CYLINDER RENTAL FOR WELDING, OCT.'14 - PARKS</u>	10/22/2014	7.75	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/14		
Total RENTAL CONNECTION:						7.75	.00					
REXEL, INC. dba												
1613	REXEL, INC. dba	F544316	2338	<u>10 EA. 250 WATT BULBS, 10 EA. PHOTOCELS, B.BACHMAN, PARKS, NOV.'14</u>	11/11/2014	153.19	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/14		
1613	REXEL, INC. dba	F544316	2338	<u>1 PAIR WIRE STRIPPERS, B.BACHMAN, PARKS, NOV.'14</u>	11/11/2014	13.95	.00	01-6175 SMALL TOOLS	1004	11/14		
1613	REXEL, INC. dba	F563260	2340	<u>2 EA FUSE CONNECTOR KITS FOR STREET LIGHTS, N.PURKEY, NOV.'14</u>	11/13/2014	29.90	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	11/14		
Total REXEL, INC. dba:						197.04	.00					
STAPLES ADVANTAGE												
1292	STAPLES ADVANTAGE	3247187504	2186	<u>1 EA CHAIR FOR K RICE, ADMIN, OCT 14</u>	11/01/2014	52.08	.00	01-6175 SMALL TOOLS	0	11/14		
1292	STAPLES ADVANTAGE	3247187504	2186	<u>1 EA CHAIR FOR K RICE, WATER, OCT 14</u>	11/01/2014	69.36	.00	20-6175 SMALL TOOLS	0	11/14		
1292	STAPLES ADVANTAGE	3247187504	2186	<u>1 EA CHAIR FOR K RICE, SEWER, OCT 14</u>	11/01/2014	69.36	.00	21-6175 SMALL TOOLS	0	11/14		
1292	STAPLES ADVANTAGE	3247187504	2186	<u>1 EA CHAIR FOR K RICE, P.I, OCT 14</u>	11/01/2014	17.50	.00	25-6175 SMALL TOOLS	0	11/14		
1292	STAPLES ADVANTAGE	3247187518	2230	<u>1 EA. 4-DRAWER FILE CABINET, G.LAW, OCT.'14, ADMIN</u>	11/01/2014	78.75	.00	01-6175 SMALL TOOLS	0	11/14		
1292	STAPLES ADVANTAGE	3247187518	2230	<u>1 EA. 4-DRAWER FILE CABINET, G.LAW, OCT.'14, WATER</u>	11/01/2014	108.99	.00	20-6175 SMALL TOOLS	0	11/14		

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1292	STAPLES ADVANTAGE	3247187518	2230	<u>1 EA. 4-DRAWER FILE CABINET, G.LAW, OCT.'14, SEWER</u>	11/01/2014	108.99	.00	<u>21-6175 SMALL TOOLS</u>	0	11/14		
1292	STAPLES ADVANTAGE	3247187518	2230	<u>1 EA. 4-DRAWER FILE CABINET, G.LAW, OCT.'14, P.I</u>	11/01/2014	18.26	.00	<u>25-6175 SMALL TOOLS</u>	0	11/14		
1292	STAPLES ADVANTAGE	3247187521	2293	<u>1 EA. APPOINTMENT BOOK, C.DEYOUNG, WATER, OCT.'14</u>	11/01/2014	15.19	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	11/14		
1292	STAPLES ADVANTAGE	3247187521	2293	<u>1 EA. APPOINTMENT BOOK, C.DEYOUNG, P.I, OCT.'14</u>	11/01/2014	3.80	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	11/14		
1292	STAPLES ADVANTAGE	3247187521	2293	<u>1 DZ. BLACK PENS, 1 PKG. PROJECTOR PENS, 2 DZ. POST -IT NOTES, 2 PKGS. STANDARD STAPLES, 1 PKG. KEY RING TAGS, ADMIN, NOV.'14</u>	11/01/2014	30.55	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	11/14		
Total STAPLES ADVANTAGE:						572.83	.00					
TATES RENTS, INC.												
59	TATES RENTS, INC.	721688-3	2357	<u>RENTAL OF TOWABLE BOOM TO REPAIR STREET LIGHTS, B.BACHMAN, ST.LIGHTS, NOV.'14</u>	11/14/2014	591.30	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1002	11/14		
Total TATES RENTS, INC.:						591.30	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:03849998	2369	<u>1 BOX COFFEE, 2 CONTAINERS OF CREAMER, CITY HALL, NOV.'14</u>	11/18/2014	58.70	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	11/14		
Total TREASURE VALLEY COFFEE:						58.70	.00					
USA BLUE BOOK												
265	USA BLUE BOOK	493452	2318	<u>REPLACEMENT STOCK FLOATS FOR THE LIFT STATIONS, T.FLEMING, SEWER, NOV.'14</u>	11/05/2014	269.11	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	11/14		

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Total USA BLUE BOOK:						269.11	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	27183		<u>POSTAGE, ESTATEMENT, OCT.'14, ADMIN</u>	10/31/2014	-875.16	.00	<u>01-6190 POSTAGE & BILLING</u>	0	10/14		
857	VALLI INFORMATION SYSTEMS, INC	27183		<u>POSTAGE, ESTATEMENT, OCT.'14, WATER</u>	10/31/2014	-1,219.84	.00	<u>20-6190 POSTAGE & BILLING</u>	0	10/14		
857	VALLI INFORMATION SYSTEMS, INC	27183		<u>POSTAGE, ESTATEMENT, OCT.'14, SEWER</u>	10/31/2014	-1,592.26	.00	<u>21-6190 POSTAGE & BILLING</u>	0	10/14		
857	VALLI INFORMATION SYSTEMS, INC	27183		<u>POSTAGE, ESTATEMENT, OCT.'14, P.I</u>	10/31/2014	-516.18	.00	<u>25-6190 POSTAGE & BILLING</u>	0	10/14		
857	VALLI INFORMATION SYSTEMS, INC	27183		<u>POSTAGE, ESTATEMENT, OCT.'14, ADMIN</u>	10/31/2014	-875.16	.00	<u>01-6190 POSTAGE & BILLING</u>	0	10/14		
857	VALLI INFORMATION SYSTEMS, INC	27183		<u>POSTAGE, ESTATEMENT, OCT.'14, WATER</u>	10/31/2014	-1,219.84	.00	<u>20-6190 POSTAGE & BILLING</u>	0	10/14		
857	VALLI INFORMATION SYSTEMS, INC	27183		<u>POSTAGE, ESTATEMENT, OCT.'14, SEWER</u>	10/31/2014	-1,592.26	.00	<u>21-6190 POSTAGE & BILLING</u>	0	10/14		
857	VALLI INFORMATION SYSTEMS, INC	27183		<u>POSTAGE, ESTATEMENT, OCT.'14, P.I</u>	10/31/2014	-516.18	.00	<u>25-6190 POSTAGE & BILLING</u>	0	10/14		
857	VALLI INFORMATION SYSTEMS, INC	27184		<u>POSTAGE, ESTATEMENT, OCT.'14, ADMIN</u>	10/31/2014	-74.89	.00	<u>01-6190 POSTAGE & BILLING</u>	0	10/14		
857	VALLI INFORMATION SYSTEMS, INC	27184		<u>POSTAGE, ESTATEMENT, OCT.'14, WATER</u>	10/31/2014	-104.39	.00	<u>20-6190 POSTAGE & BILLING</u>	0	10/14		
857	VALLI INFORMATION SYSTEMS, INC	27184		<u>POSTAGE, ESTATEMENT, OCT.'14, SEWER</u>	10/31/2014	-136.27	.00	<u>21-6190 POSTAGE & BILLING</u>	0	10/14		
857	VALLI INFORMATION SYSTEMS, INC	27184		<u>POSTAGE, ESTATEMENT, OCT.'14, P.I</u>	10/31/2014	-44.18	.00	<u>25-6190 POSTAGE & BILLING</u>	0	10/14		
857	VALLI INFORMATION SYSTEMS, INC	27184		<u>LOCKBOX TRANSACTIONS, POSTAGE, ESTATEMENT, OCT.'14, ADMIN</u>	10/31/2014	-74.90	.00	<u>01-6190 POSTAGE & BILLING</u>	0	10/14		
857	VALLI INFORMATION SYSTEMS, INC	27184		<u>LOCKBOX TRANSACTIONS, POSTAGE, ESTATEMENT, OCT.'14, WATER</u>	10/31/2014	-104.39	.00	<u>20-6190 POSTAGE & BILLING</u>	0	10/14		

City of Kuna
Payment Approval Report - City Council Approval
Report dates: 11/13/2014-11/25/2014

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
857	VALLI INFORMATION SYSTEMS, INC	27184		<u>LOCKBOX TRANSACTIONS.POSTAGE. ESTATEMENT, OCT.'14, SEWER</u>	10/31/2014	-136.27	.00	21-6190 <u>P0STAGE & BILLING</u>	0	10/14		
857	VALLI INFORMATION SYSTEMS, INC	27184		<u>LOCKBOX TRANSACTIONS. POSTAGE, ESTATEMENT, OCT.'14, PI</u>	10/31/2014	-44.17	.00	25-6190 <u>P0STAGE & BILLING</u>	0	10/14		
Total VALLI INFORMATION SYSTEMS, INC:						-9,126.34	.00					
WATER DEPOSIT REFUNDS #8												
1722	WATER DEPOSIT REFUNDS #8	165050.02		<u>165050.02. HARRY ALEXANDER, OVERPAYMENT</u>	11/19/2014	107.71	.00	99-1075 <u>Utility Cash Clearing</u>	0	11/14		
1722	WATER DEPOSIT REFUNDS #8	173100.01		<u>173100.01. HATHAWAY HOMES, 488 S WHIM AVE, OVERPAYMENT</u>	11/13/2014	62.57	.00	99-1075 <u>Utility Cash Clearing</u>	0	11/14		
1722	WATER DEPOSIT REFUNDS #8	201610.01		<u>201610.01. JAKE DAVIES, 223 E NORTHRIDGE CT, KUNA, OVERPAYMENT</u>	11/20/2014	82.37	.00	99-1075 <u>Utility Cash Clearing</u>	0	11/14		
1722	WATER DEPOSIT REFUNDS #8	203060.02		<u>203060.02. JOHN C JACOBS, OVERPAYMENT</u>	11/13/2014	35.23	.00	99-1075 <u>Utility Cash Clearing</u>	0	11/14		
1722	WATER DEPOSIT REFUNDS #8	220800.03		<u>220800.03. CORINNE CHASTAIN, OVERPAYMENT</u>	11/20/2014	47.79	.00	99-1075 <u>Utility Cash Clearing</u>	0	11/14		
1722	WATER DEPOSIT REFUNDS #8	250525.03		<u>250525.03. QUINN WATT, OVERPAYMENT</u>	11/19/2014	171.47	.00	99-1075 <u>Utility Cash Clearing</u>	0	11/14		
1722	WATER DEPOSIT REFUNDS #8	271065.01		<u>271065.01. TRADITION CUSTOM HOMES, 2188 W SEWARD ST, OVERPAYMENT</u>	11/13/2014	6.94	.00	99-1075 <u>Utility Cash Clearing</u>	0	11/14		
1722	WATER DEPOSIT REFUNDS #8	80420.01		<u>80420.01. MARK BENTON, OVERPAYMENT</u>	11/19/2014	149.32	.00	99-1075 <u>Utility Cash Clearing</u>	0	11/14		
1722	WATER DEPOSIT REFUNDS #8	91230.01		<u>91230.01. DONALD L ROWLING, OVERPAYMENT</u>	11/17/2014	211.92	.00	99-1075 <u>Utility Cash Clearing</u>	0	11/14		
1722	WATER DEPOSIT REFUNDS #8	92220.01		<u>92220.01. ALPHONSO H PECCHENINO, OVERPAYMENT</u>	11/19/2014	94.79	.00	99-1075 <u>Utility Cash Clearing</u>	0	11/14		

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 WATER DEPOSIT REFUNDS #8:						970.11	.00					
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	GY59544	2380	TROUBLESHOOT AND REPAIR GENERATOR @CRIMSON PT LIFT STN, RECEIVING CHECK ENGINE LIGHT/FAULT CODE, NOV.'14	11/20/2014	145.23	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	11/14		
Total WESTERN STATES EQUIPMENT CO.:						145.23	.00					
ZAMZOWS												
66	ZAMZOWS	977107		PROPANE EXCHANGE, WATER, NOV.'14	11/15/2014	19.99	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	11/14		
66	ZAMZOWS	977113		2 EA. PROPANE TANKS, WATER, NOV.'14	11/17/2014	130.97	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	11/14		
Total ZAMZOWS:						150.96	.00					
Grand Totals:						111,092.88	39,030.57					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
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Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:
 Detail report.
 Invoices with totals above \$0.00 included.
 Paid and unpaid invoices included.



City of Kuna

Council Staff Report

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

To: City Council

Case Number(s): **14-05-AN** (Annexation) **14-04-DA** (Develop Agreement) and **14-03-S** (Preliminary Plat)
Patagonia Subdivision

Location: North side of Hubbard Road, ½ mile east of Meridian Road
 Kuna, Idaho 83634

Planner: Troy Behunin, Senior Planner

Hearing Date: December 2, 2014

Applicant: **Westpark Company Inc., Taylor Merrill**
 P.O Box 344
 Meridian, ID, 83680
 208.870.3432
Taylor@westparkco.com

Engineer: **Civil-Innovations – Ben Thomas**
 P.O. Box 170811
 Boise, ID 83717
 208.884.8181
Ben@civil-innovations.com

Table of Contents:

- A. Course Proceedings
- B. Applicants Request
- C. Vicinity & Aerial Maps
- D. Site History
- E. General Project Facts
- F. Staff Analysis
- G. Applicable Standards
- H. Comprehensive Plan Analysis
- I. Proposed Findings of Fact
- J. Proposed Conclusions of Law
- K. Recommendation By the Planning and Zoning Commission
- L. Proposed Decision by the Council

A. Course of Proceedings

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states annexation, zone changes, subdivisions and development agreements are designated as public hearings, with the City Council as the decision making body. This land use was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

a. Notifications

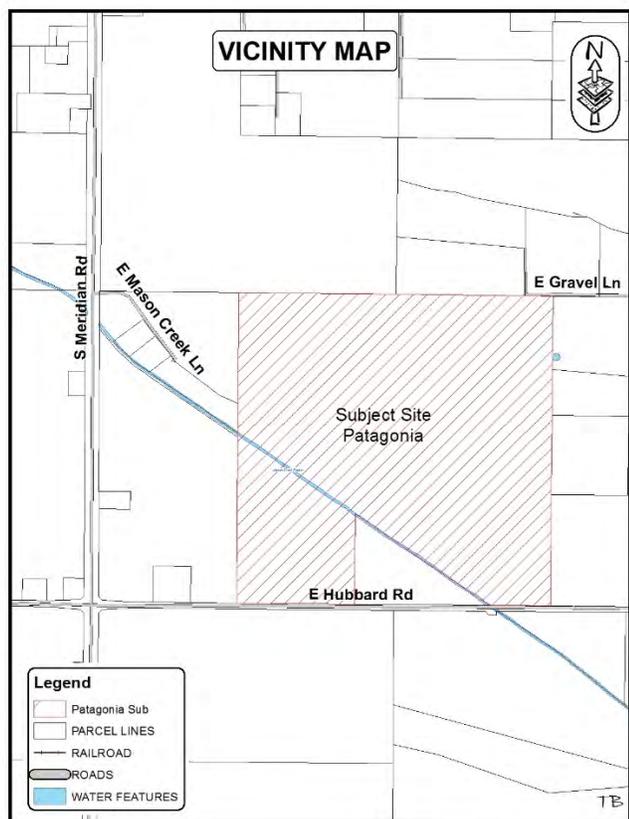
- | | |
|---------------------------|--------------------|
| i. Neighborhood Meeting | January 29, 2014 |
| ii. Agencies | August 19, 2014 |
| iii. 300' Property Owners | September 19, 2014 |
| iv. Kuna, Melba Newspaper | November 12, 2014 |
| v. Site Posted | November 22, 2014 |

B. Applicants Request:

1. Request:

Applicant requests approval to annex approximately 150.35 acres into the City limits in order to create a 470 lot residential subdivision (Patagonia). The applicant also proposes to develop 18 additional lots into common lots for the use and enjoyment of residents. These lots will make up 11.95% of the site, or 17.96 acres. One common lot will be developed with a park sufficient in size for sports fields while another common lot will be developed into a swimming pool facility. Two other (separate) lots will house tot-lots for children. An HOA will be established for the care and maintenance of the common lots. The applicant seeks an R-6 (Medium Density Residential) zone for the subdivision as a whole. Applicant is proposing seven (7) phases of development which will be driven by the consumer market. The applicant is aware a development agreement will be recorded to guide all future development for the project.

C. Vicinity and Aerial Maps:



D. History: The subject parcel is in Ada County, zoned RR (Rural Residential), and it is adjacent to Kuna City limits. This parcel has historically been farmed. The *Mason Creek Feeder* splits the property in the southwest corner.

E. General Projects Facts:

1. **Comprehensive Plan Designation:** The Future Land Use Map (FLU) identifies this site as Mixed-Use General, with a Public Designation nearby. Staff views this land use request to be consistent with the approved FLU map.

2. **Surrounding Land Uses:**

North	RR	Rural Residential – Ada County
South	RR	Rural Residential – Ada County
East	RR	Rural Residential – Ada County
West	A, R-2, RR	Agricultural Low Den. Resident; Kuna City AND Rural Residential – Ada County

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

- Approx. 150.35 total acres
- RR, Rural Residential
- Parcel # - S1407347110

4. **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

5. **Existing Structures, Vegetation and Natural Features:** Currently the land is being used for agricultural purposes and it is anticipated it will continue its historic uses on the remaining lands until development occurs. This site's topography is generally flat.
6. **Transportation / Connectivity:** The applicant proposes two access points on Hubbard Road and one on the north side of the project, for Mason Creek Road.
7. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts.
8. **Agency Responses:** The following agencies returned comments: City Engineer (Gordon Law, P.E.), Ada County Highway District (ACHD), Central District Health Department, the Idaho Transportation Department (ITD), Kuna Fire District, Boise-Kuna Irrigation District and Boise Project Board of Control. The responding agency comments are included as exhibits with this case file. The following agencies did not send in comments; Kuna Police Department, Kuna School District, Ada County Planning and Zoning, Idaho Power, J&M Sanitation, or the US Post Office.

F. Staff Analysis:

This site is located near the northeast corner (NEC) of Meridian & Hubbard Roads. The applicant proposes to annex 150.35 acres into the City and create a 470 buildable lot subdivision. The applicant is proposing 17.96 acres (11.95 % of the project – not including park-strips) of common space for the use and of residents to be owned and maintained by an HOA. This project will include a large centralized park, two tot-lots and a swimming pool and a pool house. Applicant also proposes a pathway on the north side of Mason Creek

Feeder including an accompanying ten foot path. Separated sidewalks throughout the project encourage a pedestrian friendly environment.

Public services will be extended to the property from the existing facilities west of the project. This project anticipates a new pressure irrigation pump to serve this property and others in the area as it could be extended in the future.

The applicant is proposing a 23 foot increase in the rights-of-way (ROW) along the north side of their Hubbard Road frontage. The existing ROW is 50 feet, total width, or 25 feet each side of centerline. This additional 23 feet would provide 48 total feet on the north side of centerline for Hubbard Road. In theory, 48 feet on each side of Hubbard Road Centerline would provide 96 total feet of ROW for Hubbard Road. Kuna City Code 6-3-4 (Road Widths) calls for 97 total feet of ROW for Hubbard.

The applicant is not proposing sidewalks along their Hubbard Road frontage which are required along all classified roads in Kuna at a minimum width of at least eight feet.

The Applicant is proposing a mid-mile collector through the project at 70 feet, Kuna's Functional Classified Road Map calls for 74 feet. The Applicant has worked with the Planning Department and ACHD for the best solution and while it does not meet the true mid-mile alignment, Planning and Zoning and ACHD believe it meets the spirit and intent of the mid-mile requirement.

Staff will rely on the Planning and Zoning Commission and City Council for a determination relating to any ROW width deficiencies for this project.

Staff has determined this application complies with 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 14-05-AN, 14-04-DA, 14-03-Sub and 14-06-DRC, subject to the recommended conditions of approval.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance No. 230, 546 and 570,
2. City of Kuna Subdivision Ordinance No. 2012-18, Title 5 Zoning Regulations,
3. City of Kuna Comprehensive Plan and Future Land Use Map,
4. City of Kuna Landscape Regulations, Title 5, Chapter 17, Section 1 thru 26,
5. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

H. Comprehensive Plan Analysis:

The Kuna City Council accepts the Comprehensive Plan components as described below.

1. The proposed applications for this site are consistent with the following Comprehensive Plan components:

GOALS AND POLICY – Property Rights

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

Policy 1: As part of a land use action review, the staff shall evaluate with guidance from the City's attorney; The Idaho Attorney General's six criterion established to determine the potential for property taking.

GOALS AND POLICY – Economic Development

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

Policy 1.3: The City will develop a policy to provide incentives and/or assistance in order to competitively attract firms.

GOALS AND POLICY – Land Use

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

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

Policy 2.3: Retail and residential land uses should be appropriately mixed and balanced with professional offices and service facilities to provide residents with a broader mix of services within walking distance from their homes.

I. Proposed Findings of Fact:

1. This request appears to be consistent and in compliance with all 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 application is not likely to cause adverse public health problems.
6. 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.
7. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.
8. The Kuna City Council accepts the facts as outlined in the staff report, any public testimony and the supporting evidence list as presented.
9. Based on the evidence contained in Case No.s 14-05-AN, 14-04-DA, 14-03-Sub and 14-06-DRC, this proposal appears to comply with the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map (FLU).
10. The City Council has the authority to approve or deny these applications.
11. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

J. Proposed Conclusions of Law:

1. Based on the evidence contained in Case No.s 14-05-AN, 14-04-DA, 14-03-Sub and 14-06-DRC, the Kuna City Council finds Case No.s 14-05-AN, 14-04-DA, 14-03-Sub and 14-06-DRC, comply with Kuna City Code.
2. Based on the evidence contained in Case No.'s 14-05-AN, 14-04-DA, 14-03-Sub and 14-06-DRC., the Kuna City Council finds Case No.s 14-05-AN, 14-04-DA, 14-03-Sub and 14-06-DRC, are 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.

K. Recommendation by the Planning and Zoning Commission:

On October 28, 2014, the Planning and Zoning Commission voted 4-0, to recommend approval for Case No. 14-05-AN, 14-04-DA and 14-03-Sub based on the facts outlined in staff's report and the public testimony at the public hearing. The Planning and Zoning Commission of Kuna, Idaho, hereby recommends approval of Case No.s 14-05-AN, 14-04-DA and 14-03-Sub, annexation, development agreement and preliminary plat, with the following conditions of approval to City Council:

- Follow all Staff recommended conditions of approval and any additional Kuna Rural Fire District requirements,
- Sidewalk will be placed throughout project according to City standards,
- Provide Rights-of-Way in sufficient width for the project at City and ACHD standards.

L. Proposed Decision by the City Council:

14-05-AN, 14-04-DA and 14-03-Sub, Note: *This proposed motion is to approve, conditionally approve, or deny this request.. If the Council wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.*

Based on the facts outlined in staff's report and the public testimony at the public hearing, the City Council of Kuna, Idaho, hereby (*approves/conditional approves/denies*) Case No.s 14-05-AN, 14-04-DA and 14-03-Sub, annexation, development agreement and preliminary plat, (*with or without*) the following conditions of approval:

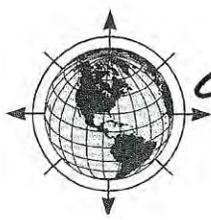
1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are 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. 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/or Idaho Transportation Department.
 - 2.1- With future development and as necessary, dedicate right-of-way in sufficient amounts to follow Kuna 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. Street lighting shall be LED lights and meet the approval of the City.
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).
8. Signage within the site shall comply with Kuna City Code (A sign permit is required prior to sign construction).
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. Submit a petition to the City (if necessary and 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 to the Kuna Municipal Pressure Irrigation system of the City (KMID).
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 Commission, or seek amending them through public hearing processes.
12. The applicant's proposed preliminary plat (dated 11.01.13) and landscape plan (dated 2.21.2014) shall be considered a binding site plans, or as modified and approved.
13. Applicant shall follow all staff, city engineer and other agency recommended requirements as applicable.
14. Developer shall comply with all local, state and federal laws.

DATED: This ____ day of December, 2014.

JUL 29 2014

CITY OF KUNA



CIVIL INNOVATIONS, PLLC
PROFESSIONAL ENGINEERING

PO Box 170811
Boise, ID 83717-0811
Phone: (208) 884-8181
www.civil-innovations.com

July 29, 2014

Mr. Troy Behunin
Senior Planner
City of Kuna
763 W. Avalon
Kuna, ID 83634

RE: Patagonia Subdivision

Dear Mr. Behunin

Enclosed for your consideration are applications for annexation/re-zone, preliminary plat, and design review for the subdivision project referenced above. Please allow the information that follows to serve as the letter of intent required by several of the applications.

Property Information:

Property Location: North side of Hubbard Road, approximately 1/2 mile east of Highway 69 (Meridian Road)
Parcel number: S1407347110
Area to be annexed: 151.20 acres
Existing zoning: RR
Proposed zoning: R-6

Project Overview:

The applicant is proposing to construct 470 single family residential lots and 18 common lots on this 150.35 acre property. The overall gross density is 3.13 units per acre and the average lot size is 8,865 SF. All of the proposed buildable lots meet the dimensional standards of the R-6 zone and vary in size from 5,408 SF to 33,106 SF. There are 17.96 acres of common area proposed comprising 11.95% of the total area which is in excess of the required 10% open space requirements. The opens space area above does not include any of the landscape parkway strips in between the curb and sidewalk as they are with the public right-of-way.

Proposed amenities include a 10' wide paved pathway along the north side of Mason Creek as it passes through the development, a swimming pool, and landscaped common areas connected

by micro-paths. Separated sidewalks will also provide for additional landscaping and a pedestrian friendly community. The applicant is willing to improve a 4.5 acre park area that could then be dedicated to the City for use by all residents in the community if desired by the City.

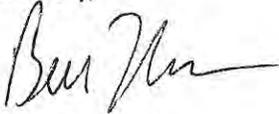
There are two proposed access points off of Hubbard Road. A collector street will be constructed through the entire development running north/south from Hubbard to the north end of the property that will serve as the ½ mile collector street. The collector street will be 36' wide from back of curb to back of curb with 8' wide planter strips and 8' wide sidewalks on both sides. Along the north boundary of the property, one-half plus 12' of the ½ mile collector will be constructed as part of this development. Eventually, as surrounding properties develop, this street will continue out to Meridian and Locust Grove Roads. Internal streets will be 36' wide with 8' wide planter strips and 5' wide sidewalks on both sides. As required, a traffic study has been prepared to accompany this application. The study indicates that a traffic signal will be needed at the intersection of Hubbard and Meridian Road prior to full build out of this project. While currently not funded, this signal is part of ACHD's Capital Improvement Plan (CIP) and should be constructed well before this project is completed.

City of Kuna water and sanitary sewer services will be extended to the site from existing facilities on the west side of Meridian Road. A new pressure irrigation pump station will be constructed to serve this property which can be expanded to serve other developments in the area as they occur. Existing power, phone, cable TV, and natural gas are available at Hubbard Road to provide utility service. Any existing gravity irrigation service and/or waste ditches (other than Mason Creek) will be piped through the project as required to maintain the existing waterways. Mason Creek will remain as an open ditch with a bridge where the main north/south collector road crosses.

It is estimated that, at full build out, approximately \$4,789,000 in one-time building permit and utility connection fees will be generated by this development to pay for upgrades to City services. In addition, it is estimated that residents of this subdivision will pay approximately \$957,000 annually in property taxes to the Kuna School District alone¹. This increased tax base can then be used to upgrade and/or construct new school facilities as the need arises.

Thank you for your consideration of these applications. Should you have questions or require any additional information, please contact us at 884-8181.

Sincerely,



Ben Thomas, PE

¹ See Patagonia Subdivision Estimate of Tax Revenue Generation in the submittal package.

PATAGONIA SUBDIVISION - 2013 PRELIMINARY PLAT

RECEIVED

JUL 29 2014

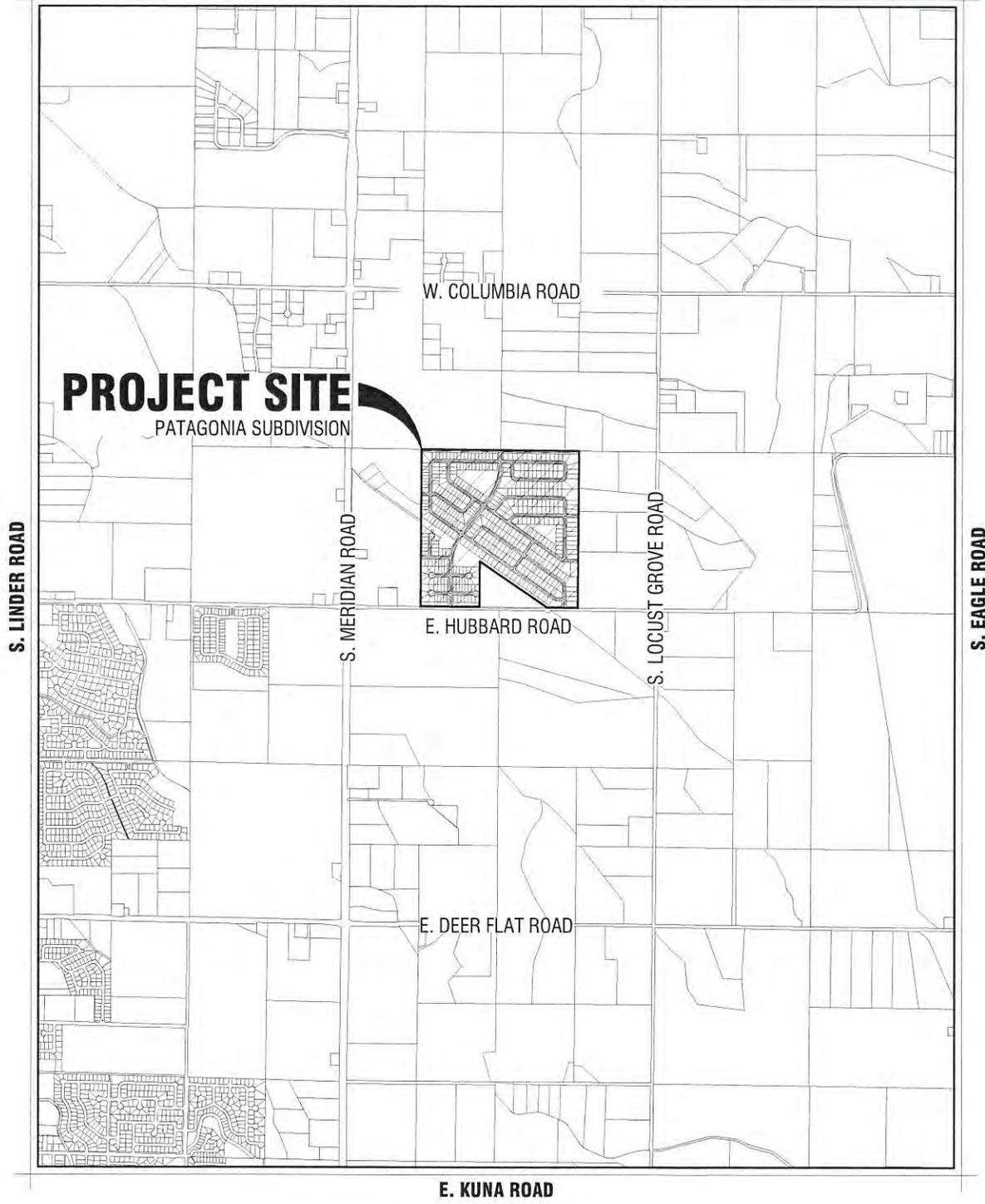
CITY OF KUNA

KUNA, IDAHO

LOCATED IN THE S 1/2 OF SECTION 7,

T. 2N., R. 1E., B.M., CITY OF KUNA, ADA COUNTY, IDAHO

E. LAKE HAZEL ROAD



PROJECT #	13-0910
DWG FILE	13-0910-PP
DESIGNED BY	BT
DRAWN BY	KDH
CHECKED BY	BT
ISSUE DATE	12/24/2013
SCALE	1" = 2500'
SHEET	1 OF 1

PATAGONIA SUBDIVISION

KUNA, IDAHO

VICINITY MAP

CIVIL INNOVATIONS, PLLC

P.O. BOX 170811
Boise, ID 83717

PHONE: (208) 914-0770
www.civil-innovations.com

AERIAL MAP



E Gravel Ln

PATAGONIA SUB

Mason Creek Feeder

E Hubbard Rd

Legend

- PARCEL LINES
- RAILROAD
- ROADS
- WATER FEATURES



CITY OF KUNA



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)	14-05-AN, 14-04-DA 14-03-S, 14-06-DR
Project name	PATAGONIA SUB
Date Received	7.29.2014
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: <u>Arbor Ridge, LLC</u>	Phone Number: <u>888-9946</u>
Address: <u>PO Box 344</u>	E-Mail: <u>taylor@westparkco.com</u>
City, State, Zip: <u>Meridian, ID 83680</u>	Fax #: _____
Applicant (Developer): <u>The Westpark Company</u>	Phone Number: <u>888-9946</u>
Address: <u>PO Box 344</u>	E-Mail: <u>taylor@westparkco.com</u>
City, State, Zip: <u>Meridian, ID 83680</u>	Fax #: _____
Engineer/Representative: <u>Ben Thomas</u>	Phone Number: <u>884-8181</u>
Address: <u>PO Box 170811</u>	E-Mail: <u>ben@civil-innovations.com</u>
City, State, Zip: <u>Boise, ID 83717</u>	Fax #: _____

Subject Property Information

Site Address: <u>E. Hubbard Road</u>
Site Location (Cross Streets): <u>N. side of Hubbard, 1/2 mile east of Meridian Road</u>
Parcel Number (s): <u>S1407347110</u>
Section, Township, Range: <u>Sec. 7, T2N, R1E</u>
Property size : <u>150.35 Acres</u>
Current land use: <u>Ag.</u> Proposed land use: <u>Residential</u>
Current zoning district: <u>RR</u> Proposed zoning district: <u>R-6</u>

Project Description

Project / subdivision name: <u>Patagonia Subdivision</u>
General description of proposed project / request: <u>Annex and rezone 150.35 acres to R-6. Construct 470 buildable and 18 common lots.</u>
Type of use proposed (check all that apply):
<input checked="" type="checkbox"/> Residential <u>470 single family detached homes</u>
<input type="checkbox"/> Commercial _____
<input type="checkbox"/> Office _____
<input type="checkbox"/> Industrial _____
<input type="checkbox"/> Other _____
Amenities provided with this development (if applicable): <u>Large open areas and 10' wide pathway along the north side of Mason Creek.</u>

Residential Project Summary (if applicable)

Are there existing buildings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please describe the existing buildings: _____
Any existing buildings to remain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Number of residential units: <u>470</u> Number of building lots: <u>470</u>
Number of common and/or other lots: <u>18</u>
Type of dwellings proposed:
<input checked="" type="checkbox"/> Single-Family <u>470</u>
<input type="checkbox"/> Townhouses _____
<input type="checkbox"/> Duplexes _____
<input type="checkbox"/> Multi-Family _____
<input type="checkbox"/> Other _____
Minimum Square footage of structure (s): <u>1,200 SF</u>
Gross density (DU/acre-total property): <u>3.13</u> Net density (DU/acre-excluding roads): <u>4.13</u>
Percentage of open space provided: <u>11.95%</u> Acreage of open space: <u>17.96 Ac.</u>
Type of open space provided (i.e. landscaping, public, common, etc.): <u>Landscaped common area</u>

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: Brian Munn FOR WESTPARK CO. Date: 2/13/14



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Annexation Checklist

Annexation requires public hearings with both the Planning & Zoning Commission and City Council. Public hearing signs will be required to be posted by the applicant for both meetings. Sign posting regulations are available online.

Project name: PATAGONIA SUB	Applicant: 1A-05-AN WESTPARK Co. / ARBEE RIDGE LLC
-------------------------------------------	------------------------------------------------------------------

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

Applicant (✓)	Description	Staff (✓)
✓	Completed and signed Commission & Council Review Application.	✓
	Letter of Intent indicating reasons for proposed annexation and the availability of public services. If reason for annexation is development, also submit a conceptual plan. ✓	✓
✓	Vicinity map drawn to scale, showing the location of the subject property. Map shall contain the following information: Shaded area showing the annexation property, Street names and names of surrounding subdivisions.	✓
✓	Legal description of the annexation area: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description. ✓	✓
✓	Recorded warranty deed for the property.	✓
✓	Proof of ownership—A copy of your deed <u>and</u> Affidavit of Legal Interest (All parties involved)	✓
✓	Development Agreement & Development Agreement Checklist	✓
✓	Neighborhood meeting certification (certification & neighborhood meeting list forms shall accompany this application).	✓
✓	Commitment of Property Posting form signed by the applicant/agent.	✓

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

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



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Development Agreement Checklist

A Development Agreement requires a public hearing with the Planning & Zoning Commission and the City Council. A public hearing sign will be required to be posted by the applicant for both meetings. Development Agreements are required to accompany annexation and/or rezone applications. Sign posting regulations and a Development Agreement template are available online.

14-04-DA

Project name: PATAGONIA SUB **Applicant:** WESTPARK / ARBOR RIDGE LLC

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

Applicant (✓)	Description	Staff (✓)
✓	Completed and signed Commission & Council Review Application.	✓
N/A	The proposed Development Agreement shall include the following information: <ul style="list-style-type: none"> ◇ The specific use or uses of the parcel for which the development agreement is sought. ◇ The allowed or conditional use in the conditional zone for which application has been made. ◇ A concept plan of the project to be developed on the parcel. The concept plan shall include a description of the density allowed or sought and maximum height, size and location of any structures on the property. ◇ The time required to begin the use on the property. ◇ A statement by the owner of the parcel that failure to comply with the commitments in the development agreement shall be deemed consent to rezone the use to the preexisting zone or, in the case of an initial zone at annexation, a zone deemed appropriate by the council. ◇ Any other matter mutually agreeable to the parties. 	
✓	Commitment of Property Posting form signed by the applicant/agent.	✓
✓	Neighborhood meeting certification (certification & neighborhood meeting list forms shall accompany this application).	✓
✓	Affidavit of Legal interest (All parties involved)	✓

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

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

14-03-5



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Preliminary Plat Checklist

Preliminary Plats require public hearings with both the Planning & Zoning Commission and City Council. Public hearing signs will be required to be posted by the applicant for both meetings. Sign posting regulations are available online.

Project name: PATAGONIA **Applicant:** WESTPARK / ARBOR LODGE LLC

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

Applicant (✓)	Description	Staff (✓)
<input checked="" type="checkbox"/>	Completed and signed Commission & Council Review Application.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Vicinity map showing relationship of the proposed plat to the surrounding area with a 2-mile radius.	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Homeowner's maintenance agreement for the care of landscaped common areas.	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Legal description of the preliminary plat area: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Proof of ownership—A copy of your deed and Affidavit of Legal Interest (for all interested parties involved).	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Letter of intent indicating reasons and details for preliminary plat.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Commitment of Property Posting form signed by the applicant/agent.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	If preliminary plat includes 100 lots or more, please submit a traffic impact study. If preliminary plat includes 50 lots or more, please submit an estimate of tax revenue generation and an estimate of the public service costs to provide adequate service to the development.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	A letter from Ada County Engineer with the Subdivision Name reservation. A name change needs to be submitted and approved by the Planning & Zoning Director and Ada County Engineer.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Phasing Plan <i>ON THE COVER OF THE PRE PLAT.</i>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Include Large Scale Development Requirements. 6-5-4	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Landscape plan for subdivision entrances, buffers, common areas, etc.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Neighborhood meeting certification (certification & neighborhood meeting list forms shall accompany this application).	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	8 1/2 x 11 proposed preliminary plat.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Preliminary plat drawing on 24x36 quality paper drawn to scale of 1 to 100' or more. The following information shall be contained on the preliminary plat: <ul style="list-style-type: none"> ◇ Topography at two foot (2') intervals ◇ Land uses (location, layout, types & dimensions): residential, commercial & industrial land uses. ◇ Street right-of-ways: dimensions of right-of-way dedication for all roadways, street sections, improvements, etc. ◇ Easements/common space: utility easements, parks, community spaces ◇ Lots: layout and dimensions of lots ◇ Preliminary improvement drawing: show water, sewer, drainage, electricity, irrigation, telephone, natural gas, proposed street lighting, proposed street names, proposed subdivision name, fire hydrant placement, storm water disposal, underground utilities, and sidewalks.. 	<input checked="" type="checkbox"/>

Note: Only one copy of the above items need to be submitted when applying for multiple applications. This application shall not be considered complete (nor will a Public Hearing be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.

14-06-DRC

Design Review Application

Applicant: The Westpark Company Phone: 888-9946

Owner Representative Fax/Email: taylor@westparkco.com

Applicant's Address: PO Box 344
Meridian, ID Zip: 83680

Owner: Arbor Ridge, LLC Phone: 888-9946

Owner's Address: PO Box 344 Email: taylor@westparkco.com
Meridian, ID Zip: 83680

Represented By: *(if different from above)* _____ Phone: _____

Address: _____ Email: _____

_____ Zip: _____

Address of Property: E. Hubbard Road

_____ Zip: 83634

Distance from Major Cross Street: 1/2 mile east of Meridian Road Street Name(s): _____

Please check the box that reflects the intent of the application

- BUILDING DESIGN REVIEW
- SUBDIVISION / COMMON AREA LANDSCAPE

- DESIGN REVIEW MODIFICATION
- STAFF LEVEL APPLICATION

This Design Review application is a request to construct, add or change the following: (Briefly explain the nature of the request.)

Construct pathways and landscaping on common area lots as part of the proposed Patagonia Subdivision.

1. Dimension of Property: Approximately 2640' x 2640'

2. Current Land Use(s): Ag.

3. What are the land uses of the adjoining properties?

North: Ag.

South: Ag.

East: Ag. and low density residential

West: Ag.

4. Is the project intended to be phased, if so what is the phasing time period? Yes, the project will be phased.

Please explain: Phasing will be determined by market conditions but it is estimated that construction will occur in 7 phases over a span of 6-8 years.

5. The number and use(s) of all structures: 470 single family residential homes are proposed.

6. Building heights: 35' Max. Number of stories: 1 and 2 story homes

The height and width relationship of new structures shall be compatible and consistent with the architectural character of the area and proposed use.

Note: The maximum building height for each zoning district is as follows:

L-O: 35'	C-2: 60'	CBD: 80'	M-2: 60'	P: 60'
C-1: 35'	C-3: 60'	M-1: 60'	M-3: 60'	

7. What is the percentage of building space on the lot when compared to the total lot area? 40% Max.

8. Exterior building materials & colors: (Note: This section must be completed in compliance with the City of Kuna Ordinance No. 2007-21 A (as amended); found online at www.cityofkuna.com) under the City Code.

MATERIAL

COLOR

Roof: _____ / _____

Walls: (State percentage of wall coverage for each type of building material below for each frontage wall) If there is not adequate space to identify the various building materials and applications, please list them on the attached sheet of this application. Please attach photos to support application types.

% of Wood application: _____ / _____

% EIFS: _____ / _____
(Exterior Insulation Finish System)

% Masonry: _____ / _____

% Face Block: _____ / _____

% Stucco: _____ / _____

& other material(s): _____ / _____

List all other materials: _____

Windows/Doors: _____ / _____

(Type of window frames & styles / doors & styles (material))

Soffits and fascia material: _____ / _____

Trim, etc.: _____ / _____

Other: _____ / _____

9. Please identify Mechanical Units: N/A
Type/Height: _____
Proposed Screening Method: _____

10. Please identify trash enclosure: *(size location screening & construction materials)* N/A

11. Are there any irrigation ditches/canals on or adjacent to the property? Yes.
If yes, what is the name of the irrigation or drainage provider? Boise Project Board of Control

12. Fencing: *(Please provide information about new fencing material as well as any existing fencing material)*
Type: _____
Size: _____
Location: _____

(Please note that the City has height limitations of fencing material and requires a fence permit to be obtained prior to installation)

13. Proposed method of On-site Drainage Retention/Detention:
Drainage will be retained on-site in seepage bed facilities.

14. Percentage of Site Devoted to Building Coverage: N/A
% of Site Devoted to Landscaping: _____ Square Footage: _____
(Including landscaped rights-of-way)
% of Site that is Hard Surface: _____ Square Footage: _____
(Paving, driveways, walkways, etc.)
% of Site Devoted to other uses: _____
Describe: _____
% of landscaping within the parking lot (landscaped islands, etc.): _____

15. For details, please provide dimensions of landscaped areas within public rights-of-way:
See landscape plan

16. Are there any existing trees of 4" or greater in caliper on the property? *(Please provide the information on the site plans.)*
If yes, what type, size and the general location? *(The City's goal is to preserve existing tree with greater than a four inch [4"] caliper whenever possible):*
None

17. Dock Loading Facilities:
Number of docking facilities and their location: N/A
Method of screening: _____

18. Pedestrian Amenities: *(bike racks, receptacles, drinking fountains, benches, etc.)* 10' paved pathway on the north side of Mason creek, swimming pool, large open areas connected by micropaths.

19. Setbacks of the proposed building from property lines:

Front 20 -feet Rear 15 -feet Side 5 -feet Side 5 -feet

20. Parking requirements: N/A

Total Number of Parking Spaces: _____ Width and Length of Spaces: _____

Total Number of Compact Spaces (8'x17'); _____

21. Is any portion of the property subject to flooding conditions? Yes _____ No X

IF THE PLANNING DIRECTOR OR DESIGNEE, THE DESIGN REVIEW BOARD AND/OR THE CITY COUNCIL DETERMINE THAT ADDITIONAL AND/OR REVISED INFORMATION IS NEEDED, AND/OR IF OTHER UNFORESEEN CIRCUMSTANCES ARISE, ANY DATES OUTLINED FOR PROCESSING MAY BE RECHEDULED BY THE CITY. APPLICANT/REPRESENTATIVE MUST ATTEND THE DESIGN REVIEW BOARD MEETING/PLANNING AND ZONING MEETINGS.

The Ada County Highway District may also conduct public meetings regarding this application. If you have questions about the meeting date or the traffic that this development may generate or the impact of that traffic on streets in the area, please contact the Ada County Highway District at 208.387.6170. In order to expedite you request, please have ready the file number indicated in this notice.

Signature of Applicant *Gary Johnson* Date 2/13/14
City staff comments: _____

Signature of receipt by City Staff _____ Date _____

FOR ADDITIONAL INFORMATION:
(Please list page number and item in reference)

DESCRIPTION FOR
PATAGONIA SUBDIVISION ANNEXATION

February 20, 2014

A PARCEL OF LAND BEING A PORTION OF SOUTH 1/2 OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW 1/4 (SOUTH 1/4 CORNER) OF SECTION 7, T.2 N., R.1 W., B.M.;

THENCE N 89°27'26" W 334.50 FEET ALONG THE SOUTH LINE OF THE SW 1/4 OF SECTION 7 TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 89°27'26" W 994.79 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SW 1/4;

THENCE N 00°21'14" E 2655.99 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SW 1/4;

THENCE S 89°19'11" E 1334.69 FEET TO THE NORTHEAST CORNER OF THE EAST 1/2 OF THE SW 1/4 (CENTER 1/4 CORNER);

THENCE S 89°19'11" E 1326.30 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SE 1/4;

THENCE S 00°28'57" W 2650.24 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SE 1/4;

THENCE N 89°25'45" W 478.86 FEET ALONG THE SOUTH LINE OF SAID SECTION 7 TO A POINT;

THENCE N 55°46'15" W 1035.26 FEET TO A POINT;

THENCE N 55°26'08" W 385.55 FEET TO A POINT;

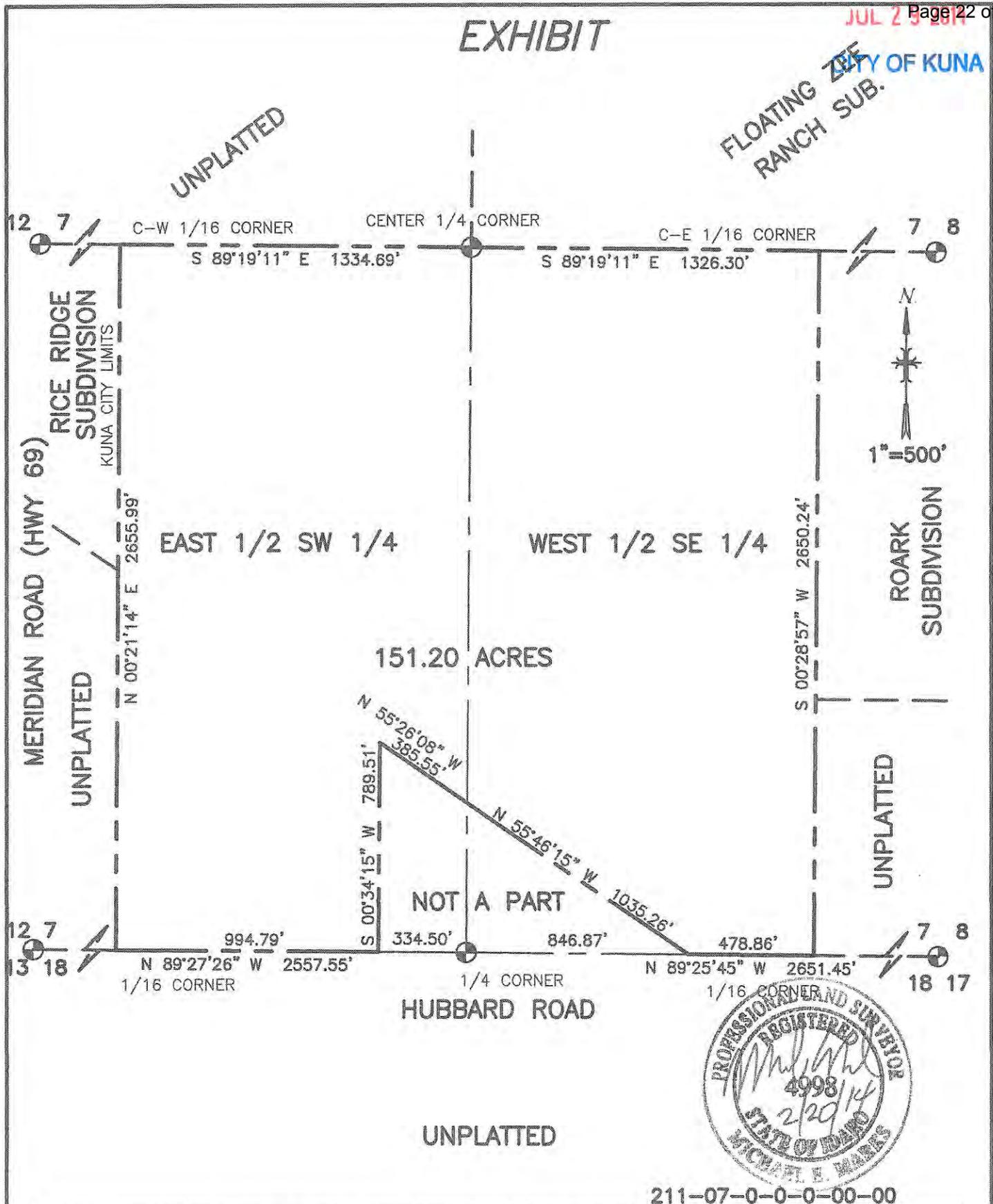
THENCE S 00°34'15" W 789.51 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION, SAID PARCEL CONTAINING 151.20 ACRES, MORE OR LESS..

MICHAEL E. MARKS P.L.S. NO.4998



EXHIBIT

FLOATING ZEE
RANCH SUB.
CITY OF KUNA



211-07-0-0-0-00-00

ANNEXATION FOR PATAGONIA SUBDIVISION
 LOCATED IN THE SOUTH 1/2 OF
 SECTION 7, T.2 N., R.1 W., B.M., ADA COUNTY, IDAHO

Coordinate File: C:\WESTBOUND\PROJECTS\14-0002PATAGONIA\140002ANNEX.crd

RECEIVED

JUL 29 2014

CITY OF KUNA

Closure Results

Starting Point 1: N 675543.750 E 2466098.951 Z 0.000

Ending Point 10: N 675543.752 E 2466098.951 Z 0.000

Azimuth Of Error: 359°18'26"

North Error : 0.00182

East Error : -0.00002

Vertical Error : -0.00000

Hz Dist Error : 0.00182

Sl Dist Error : 0.00182

Traverse Lines : 9

SideShots : 0

Store Points : 1

Horiz Dist Traversed: 11651.189

Slope Dist Traversed: 11651.189

Closure Precision: 1 in 6406644

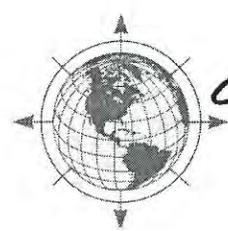
Starting Point 1: N 675543.750 E 2466098.951 Z 0.000

Point No.	Horizontal Angle	Vertical Angle	Slope Dist	Northing	Easting	Elev
	N89.2725W	0.0000	994.789	675553.179	2465104.207	0.000
	N0.2114E	0.0000	2655.990	678209.118	2465120.612	0.000
	S89.1911E	0.0000	1334.690	678193.272	2466455.208	0.000
	S89.1911E	0.0000	1326.300	678177.525	2467781.414	0.000
	S0.2857W	0.0000	2650.240	675527.379	2467759.096	0.000
	N89.2545W	0.0000	478.860	675532.150	2467280.260	0.000
	N55.4615W	0.0000	1035.260	676114.488	2466424.313	0.000
	N55.2608W	0.0000	385.550	676333.223	2466106.817	0.000
0	S0.3415W	0.0000	789.510	675543.752	2466098.951	0.000

Sideshots

JUL 29 2014

CITY OF KUNA



CIVIL INNOVATIONS, PLLC
PROFESSIONAL ENGINEERING

ESTIMATE OF TAX REVENUE GENERATION

PATAGONIA SUBDIVISION

Kuna, ID

Ada County Parcel S1407347110

February 18, 2014

Civil Innovations, PLLC

PO Box 170811

Boise, ID 83717-0811

Phone: (208) 884-8181

www.civil-innovations.com

Patagonia Subdivision
Estimate of Tax Revenue Generation

ONE-TIME FEES			
Item	Per Lot	# of Lots	Total
Sewer Hook-up Fee	\$ 5,155	470	\$ 2,422,850
Water Hook-up Fee	\$ 2,258	470	\$ 1,061,260
Irrigation Hook-up Fee	\$ 1,520	470	\$ 714,400
Mechanical Fee-w/o Gas Fireplace-25%	\$ 93	470	\$ 10,928
Mechanical Fee-with Gas Fireplace-75%	\$ 128	470	\$ 45,120
Building Permit-Zoning Fee	\$ 40	470	\$ 18,800
Building Permit-Application Fee	\$ 30	470	\$ 14,100
Building Permit-Energy Fee	\$ 25	470	\$ 11,750
Building Permit-Average SF Fee	\$ 1,000	470	\$ 470,000
Preliminary Submittal-Application Fee			\$ 20,016
TOTAL ONE-TIME FEES	\$ 10,249		\$ 4,789,224

ANNUAL TAXES AND FEES			
<u>Annual Fees</u>	Per Lot	# of Lots	Total
Annual Water Fee	\$ 186	470	\$ 87,420
Annual Sewer Fee	\$ 210	470	\$ 98,700
Annual Highway User Tax	\$ 150	470	\$ 70,500
Total Annual Fees	\$ 546	470	\$ 256,620
<u>Annual Taxes</u>			
Assessed Property Value	\$ 275,000		
# of Lots	470		
<u>Description</u>	Levy	Per Lot	Total
Ada County	0.003202782	\$ 881	\$ 413,959.57
Pest Extermination	0.000156847	\$ 43	\$ 20,272.47
Emergency Medical	0.00016944	\$ 47	\$ 21,900.12
Ada County Highway District	0.001194108	\$ 328	\$ 154,338.46
School District No. 3	0.007407821	\$ 2,037	\$ 957,460.86
Kuna Library	0.000709414	\$ 195	\$ 91,691.76
Kuna Cemetery	0.000163171	\$ 45	\$ 21,089.85
Kuna Fire	0.001625218	\$ 447	\$ 210,059.43
Mosquito Abatement	0.000033828	\$ 9	\$ 4,372.27
College of Western Idaho	0.000182128	\$ 50	\$ 23,540.04
Total Annual Taxes	0.014844757	\$ 4,082	\$ 1,918,685
TOTAL ANNUAL TAXES AND FEES		\$ 4,628	\$ 2,175,305



Ada County Assessor
 Land Records/GIS

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2014 Property Details for Parcel S1407347110

2014 Need Help? Email the Appraiser Assigned to this Parcel

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[Details](#) [Valuation](#) **[Tax Districts](#)** [Taxes](#) [Characteristics](#)

Tax Districts

Tax District	Levy	Description	Phone
1	0.003202782	ADA COUNTY	208-287-7000
2	0.000156847	PEST EXTERMINATION	208-577-4646
3	0.00016944	EMERGENCY MEDICAL	208-287-2962
6	0.001194108	ADA COUNTY HIGHWAY DIST	208-387-6123
9	0.007407821	SCHOOL DISTRICT NO 3	208-922-1000
11	0.000709414	KUNA LIBRARY	208-922-1025
22	0.000163171	KUNA CEMETERY	208-559-4017
28	0.001625218	KUNA FIRE	208-922-1144
43	0.000033828	MOSQUITO ABATEMENT	208-577-4646
100	0.000182128	COLLEGE OF WESTERN IDAHO	208-562-3299

Total Levy: 0.014844757

[Contact Us](#) | [Disclaimer](#)



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.cityofkuna.com

Telephone (208) 287-1727; Fax (208) 287-1731

Email: gordon@cityofkuna.com

MEMORANDUM

TO: Director of Kuna Planning and Zoning

FROM: Gordon N. Law
Kuna City Engineer

RE: Patagonia Subdivision, Preliminary Plat
14-05-AN, 14-04-DA, 14-03-S, 14-06-DR

DATE: August 27, 2014

The City Engineer has reviewed the Preliminary Plat request of the above applicant dated August 19, 2014. It is noted that the request and application do provide a detailed narrative description or plan for development of the site and comments will be structured accordingly. The request also proposes to complete the development in eight phases.

The City Engineer does not provide comments with the intent to promote a position for or against any project – even if he has a preference. Generally, comments are structured to address the question “What will it take to make a project work with respect to available infrastructure?” Consideration is given to local, state and federal regulations, adopted master plans, city policies, previous city commitments, system capacities and the reasonable duty of each developer.

1. Sanitary Sewer System

- a) The City has sufficient sewer treatment capacity to serve this site. The Sewer Master Plan for disposal of wastewater from this area proposes discharge through a gravity trunk line along Mason Creek to a regional Lift Station on Linder Road between Columbia and Lake Hazel. Neither the Lift Station nor the trunk line have been constructed. Also, the Lift Station and a major portion of the trunk line would pass through property not controlled by the Developer.
- b) Strict conformance with the Master Plan at this point in time would impose a very large off-site infrastructure cost on this developer. The cost would, in the opinion of the City Engineer, be prohibitive to the developer, and when considering cost recovery agreements, unduly burdensome on the City as well. As a temporary alternative, the City would propose allowing temporary connection to the future 18” Hubbard Trunk Line. This was an alternative used by the Greyhawk development.
- c) As necessary conditions to implement 1.b) above, the developer would be required to:

1. Construct a temporary lift station at developer expense and without eligibility for cost recovery from the City;
 2. Construct temporary force main(s) from the lift station across Highway 69 to the point of discharge to the Hubbard Trunk Line at developer expense and without eligibility for cost recovery from the City;
 3. Construct Master Plan gravity mains within the development (approximately 3000') at the diameter and depth consistent with the Master Plan at developer expense but which may be eligible for partial cost recovery consistent with adopted policies;
 4. Extend 18" Hubbard Trunk Line at minimum grade eastward as directed by City Engineer.
 5. Nothing in the forgoing is intended to prevent this developer from implementing the Master Plan at this time or in cooperating with other developers in the cost of construction of various components as long as capacity is available to accommodate them.
- d) Preliminary investigations have concluded that all wastewater flows from this project could be routed to the Danskin Lift Station for ultimate treatment at the North Wastewater Treatment facility. This site is not presently connected to the city system and would be subject to connection fees for the demand of the ultimate connected load as provided in the City's Standard Table.
- e) This property was not included in Local Improvement District 2006-1 and consequently does not have reserved treatment capacity. Treatment capacity may be secured for this site only from those who have reserved capacity or from capacity not reserved and upon payment of appropriate fees.
- f) The nearest existing gravity main (21-inch) is located in Hubbard Road at the entrance to Denali Subdivision. The City Engineer has approved extension of an 18-inch sewer main eastward at minimum grade in Hubbard Road.
- g) Specific recommendations of note are as follows:
1. City Code (6-4-2O) requires connection to the City sewer system for all sanitary sewer needs.
 2. For any connected load, it is recommended this application be conditioned to conform to the sewer master plan except as recommended otherwise in 1.a above.
 3. At all reasonable locations where sewer service could be extended to adjoining properties, sewer mains should be stubbed to the property line or extended in right-of-way adjacent to the project.
- h) For assistance in locating existing facilities and understanding issues associated with the Master Plan and connection, please contact the City Engineer.

2. Potable Water System

- a) The City has sufficient potable water supply to serve this site. This site is not connected to the city system and would be subject to connection fees for the demand of the ultimate connected load as provided in the City's Standard Table.
- b) The nearest available water main (12-inch) is located in Hubbard Road ¼ mile west of Highway 69. The City Engineer proposes the developer be allowed to extend a 12" water main to this location and serve their project. The costs would be at developer expense but may be eligible for partial cost recovery consistent with adopted policies.
- c) Water supply capacity is available for this site upon payment of appropriate fees. Specific recommendations of note are as follows:

- 1) City Code (6-4-2X) requires connection to the City water system for all potable water needs.
- 2) For any connected load, it is recommended this application be conditioned to conform to the water master plan. Specifically, a 12-inch water main is required of this development in the Hubbard frontage and in both mid-mile collectors in or adjacent to the project.
- 3) 8-inch water mains should be installed by developer in internal subdivision streets.
- 4) At least 8-inch water mains are to be stubbed by developer to the property line in each street required to be stubbed to the property line.
- 5) In consideration of the need for a redundant water supply, the City requests designation of a well site in the vicinity of Mason Creek, proximity to 12-inch water main and proximity to 3-phase power (see Item 3.c.2 below) which the City may acquire and develop.
- d) Improvements necessary to provide adequate fire protection as required by Kuna Fire District will be required of the development.
- e) For assistance in locating existing facilities and understanding issues associated with connection, please contact the City Engineer.
- f) Please verify there is adequate separation between potable water service lines and all non-potable water lines (storm drains, sewer services, etc.).

3. Pressure Irrigation

- a) The applicant's property is not connected to the City pressure irrigation system. The nearest pressure main (10-inch) is located in Hubbard Road ¼ mile west of Highway 69.
- b) The development is subject to connection fees based on number of dwellings and lot size for the residential area and based on ultimate landscaped area for the common lots, as provided in City Resolutions.
- c) The developer has proposed providing an expandable irrigation pump station for irrigation supply. The City Engineer agrees with the developer's proposal with the addition of the following conditions:
 1. City experience has demonstrated that the station water supply must be buffered with storage in order to operate efficiently and effectively. This is particularly critical where the station is isolated from storage elsewhere as in this case. It takes approximately 1,400 gallons of usable storage per acre, which may be constructed either on the surface or below ground.
 2. As an expandable station, sufficient property must be set aside to account for storage for the expanded station. The power supply must also be sufficient for the expanded station.
 3. The station needs to be supplied with live water – not irrigation return water or return water mingled with live water.
 4. The station must be constructed after the pattern of Sadie Creek, Tomorrow and Chapparosa pump stations and subject to the approval of the City.
 5. An overflow drain of sufficient size for the expanded station must be provided.
- d) Irrigation supply capacity is available for this site upon payment of appropriate fees. Specific recommendations of note are as follows:
 1. Relying on drinking water for irrigation purposes is contrary to City Code (6-4-2I) and the public interest and is not accounted for in the approved Water Master Plan. It is recommended this project be conditioned to require connection and annexation to the City Pressure Irrigation system at the time of development.

2. For any connected load, it is recommended this application be conditioned to conform to the Pressure Irrigation Master Plan within the property or along its frontages. The Master Plan applicable to this development designates the providing of a 10-inch trunk line along the Hubbard section line and 12-inch trunk lines in both mid-mile collectors.
3. It is further recommended that annexation into the municipal irrigation district and pooling of water rights is a requirement at the time of final platting.
4. It is recommended that conformity with approved City PI standards is required, including the providing of adequately sized internal loop lines.

4. Grading, Gravity Irrigation, Drainage

- a) Runoff from public right-of-way is regulated by ACHD or ITD, depending on the agency responsible for the right-of-way. Plans are required to conform to the appropriate agency standards.
- b) Exclusive of public right-of-way, any increase in quantity or rate of runoff or decrease in quality of runoff compared to historical conditions must be detained, treated and released at rates no greater than historical amounts. In the alternative, offsite disposal of storm water in excess of historical rates or conditions of disposal at locations different than provided historically, approval of the operating entity is required. The City of Kuna relies on the ACHD Storm Water Policy Manual to establish the requirements for design of any private disposal system.
- c) The city is now requiring with every new development, a documentation map that illustrates the surface and sub-surface water irrigation supply as well as drainage ways that exist in the applicant's property and in the right-of-way adjacent to the proposed development to be submitted with construction plans. The map must include 2-foot contours, a layout and essential features of existing irrigation ditches, drainage ditches and pipelines within and adjacent to the proposed development. Open and piped facilities should be noted. The map should include any proposed changes to the systems.
- d) All upstream drainage rights and downstream water delivery rights are to be preserved as a condition of development.

5. General

At the time of, or prior to redevelopment:

- a) Plan approvals and license agreements from any affected irrigation District will be required.
- b) The City reserves the right of prior approval to all agreements involving the applicant (or its successors) and the irrigation or drainage district related to the property of this application and any attempt to abandon surface water rights.
- c) Verify that existing and proposed elevations match sufficiently at property boundaries to not impose a slope burden on adjacent properties.
- d) Demonstrate that regulations applicable to floodways and flood plains are observed.
- e) State the vertical datum used for elevations on all plans.
- f) Provide engineering certification on all final engineering drawings.

6. Inspection Fees

An inspection fee will be required for any **public** water, sewer and irrigation construction work associated with this development. The developer will still require a qualified responsible engineer to do sufficient inspection to justly certify to DEQ the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City. The developer's engineer and the City's inspector are permitted to coordinate inspections as much as possible. The current City inspection fee is \$1.00 per lineal foot of sewer, water and pressure irrigation pipe and payment is due and payable prior to City's scheduling of a pre-construction conference.

7. Right-of-Way

Sufficient full and half right-of-way on section and quarter lines for arterial and collector streets shall be provided and developed pursuant to City, ITD and ACHD standards. In this instance, the site fronts on portions Hubbard, fronts one mid-mile collector and encompasses a portion of a second, each of which is considered a classified street. References to each are included in the developer's proposal. The recommendations of the City Engineer are as follows:

- a) The proposed right-of-way for local public streets exceeds the City standard of 51' and is acceptable.
- b) The right-of-way for mid-mile collectors is recommended to comply with the City Code or the ACHD standard, whichever is greater. In this instance, the City Code is controlling at 74'. (KCC 6-3-4)
- c) The right-of-way for Hubbard is recommended to comply with the City Code or the ACHD standard, whichever is greater. In this instance, the City Code is controlling at 97'. (KCC 6-3-4)
- d) The alignment for the north-south mid-mile collector has been placed substantially off of the true mid-mile line except at the far north end. This apparently was done to avoid splitting the triangular out-parcel on the north side of Hubbard Road at some point in the future. The flaw in this approach is that the proposed alignment simply forces the split to occur in the property south of Hubbard Road at some future point instead. The City Engineer recommends the collectors stay on alignment, especially where they intersect other classified streets, unless significant topographical constraints suggest a realignment is advisable.
- e) Residential Easements – City Code (6-3-8) requires the providing of 10-foot front and back lot line easements and side-lot easements, as necessary. The City Engineer recommends the following:
 1. 10-foot minimum street frontage easement (provided in pre-plat notes);
 2. 10-foot back lot line easement as required in code (provided in pre-plat notes);
 3. 5-foot side lot line easement (provided in pre-plat notes);
 4. 10-foot minimum subdivision boundary easement (the previous notes cover this request in most instances except where the boundary lot is a side lot or common lot – please adjust the easement for the exceptions).
- e) It is recommended approaches onto local, section line and quarter line streets comply with ACHD approach policies and generally are as far as practical from adjacent intersections.
- f) Curb and Gutter – City Code (6-4-2C) requires the installation of curb and gutter: vertical curb on classified streets (Linder, Hubbard, Kay) and either rolled or vertical elsewhere. The documents submitted with the application show an intent to construct curb and gutter as required. The City Engineer recommends compliance with City Code.

- g) Street Drainage – The application includes some facilities for handling storm drainage from local streets. The documents submitted with the application show an intent to construct storm drainage facilities as required. The City Engineer recommends compliance with ACHD policies.
- h) Sidewalk - City Code (6-4-2Q) requires the installation of sidewalk on all local streets and the highway. The documents submitted with the application show an intent to construct sidewalk as required. The City Engineer recommends compliance with City Code.
- i) Entrances/Approaches – The application proposes two entrances onto E. Hubbard Road. The City Engineer concurs with the entrances proposed.

8. As-Built Drawings

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 as a condition of final platting.

9. Property Description

- a) A metes and bounds description prepared by a licensed surveyor has been provided by the applicant.



Project/File: Patagonia/ KPP14-0004/ K14-03-S/ K14-06-DR/ K14-05-AN/ K14-04-DA
 This is an annexation, development agreement, subdivision and design review application to construct 470 buildable lots and 18 common lots on 150.35 acres. The site is located east of SH-69/ Meridian Road (SH-69) on Hubbard Road in Kuna, Idaho.

Lead Agency: City of Kuna

Site address: East of SH-69 on Hubbard Road

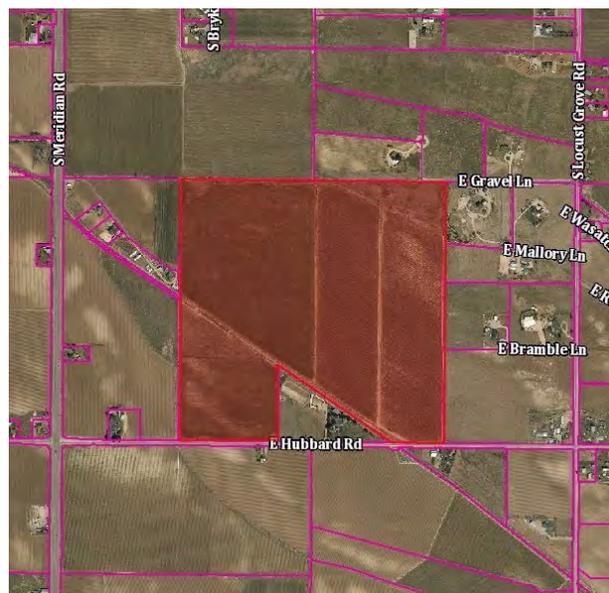
Staff Approval: October 21, 2014

Applicant: Greg Johnson
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 PO Box 344
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A. Findings of Fact

1. **Description of Application:** The applicant is requesting approval for annexation and design review for a new 470 buildable lot residential subdivision with 18 common lots on 150.35-acres. This application is consistent with the City of Kuna's Comprehensive Plan. The site is located east of SH-69 and Hubbard Roads in Kuna.

2. **Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Rural Residential	RR
South	Rural Residential	RR
East	Rural Residential	RR
West	Rural Residential	RR

3. **Site History:** ACHD previously reviewed this site as Criterion Orchards in May 2008; however, no action was taken as the applicant withdrew the application. The requirements of this staff report are not consistent with those of the prior review because the 45-acre parcel west of this site abutting SH-69 is no longer a part of the application.

4. **Adjacent Development:** The following developments are pending or underway in the vicinity of the site:

- Timbermist, a 211 single-family building lot subdivision, located approximately 0.5 miles west of the site, was approved by ACHD Commission on June 25, 2014.

5. **Transit:** Transit services are not available to serve this site.
6. **New Center Lane Miles:** The proposed development includes 4.87 centerline miles of new public road.
7. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time.
8. **Capital Improvements Plan / Integrated Five Year Work Plan:**

The following improvements are currently in the Integrated Five Year Work Plan (IFYWP) or the District's Capital Improvement Plan (CIP):

- The intersection of Linder Road and Deer Flat Road is listed in the IFYWP to be rebuilt in 2017.
- Deer Flat is listed in the CIP to be widened to 5-lanes from Linder Road to SH-69 between 2022 and 2026.
- The intersection of Lake Hazel Road and SH-69 is listed in the CIP to be widened to 7-lanes on the north and south legs, 7-lanes on the east and west legs, and signalized between 2022 and 2026.
- The intersection of Columbia and Ten Mile Roads is listed in the CIP to be widened to a dual lane roundabout between 2027 and 2031.
- The intersection of Hubbard Road and SH-69 is listed in the CIP to be widened to 6-lanes on the north leg, 5-lanes on the south, 3-lanes on the east and west legs, and signalized between 2027 and 2031.

B. Traffic Findings for Consideration

1. **Trip Generation:** This development is estimated to generate 4,474 additional vehicle trips per day (0 existing); 470 additional vehicle trips per hour in the PM peak hour (0 existing), based on the traffic impact study.
2. **Traffic Impact Study**

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

Executive Summary:

Proposed Development: The project is residential development including approximately 470 single family dwelling units. The site is expected to access the transportation system via Hubbard Road.

Study Area: The area of influence is anticipated to be Ada County, Idaho, including the vicinity of Kuna. The primary impacts will be along Hubbard Road and Locust Grove Road. The study area will include the intersections of SH 69 and Hubbard Road, Hubbard Road and Locust Grove Road, Columbia Road and Locust Grove Road, Lake Hazel Road and Locust Grove Road, and Amity Road and Locust Grove Road.

Findings: The intersections and roadways will operate at acceptable levels of service in the build-out year with the addition of site generated traffic, with the exception of the intersection of Hubbard Road and SH 69. This intersection will require the installation of a traffic signal, which is currently included in the ACHD 5 year Capital Improvement Plan.

Conclusions: Below are the findings of this report.

- Based on the trip generation methods recommended in the Trip Generation Manual, the site will generate 4,474 trips per day of which 352 trips will occur during the AM peak hour and 470 trips will occur during the PM peak hour.
- The site will access the transportation system by two collector road approaches on to Hubbard Road.
- The intersection of SH 69 and Hubbard Road will operate at poor levels of service under background and will operate at LOS F under total traffic conditions in build out year. The critical peak hour is in the PM peak hour. The construction of a signal at this intersection is included in the ACHD Capital Improvement Plan.
- The intersection of Hubbard Road and Locust Grove Road will operate at acceptable levels of service under background and total traffic conditions in the build out year as a two way stop controlled intersection. The critical peak hour is in the PM peak hour.
- The intersection of Columbia Road and Locust Grove Road will operate at acceptable levels of service under background and total traffic conditions in the build out year as a two way stop controlled intersection. The critical peak hour is in the PM peak hour.
- The intersection of Lake Hazel Road and Locust Grove Road will operate at acceptable levels of service under background and total traffic conditions in the build out year as an all way stop controlled intersection. The critical peak hour is in the PM peak hour.
- The intersection of Amity Road and Locust Grove Road will operate at acceptable levels of service under background and total traffic conditions in the build out year as an all way stop controlled intersection. The critical peak hour is in the PM Peak hour.
- Hubbard Road, Amity Road and three segments of Locust Grove Road were reviewed for roadway segment capacity. All five segments are predicted to carry significantly less than the maximum one way volume to allow operation at LOS D.
- The proposed site plan provides good internal circulation. All roadways with front on housing are anticipated to have less than 1,000 vehicles per day. Future development may require additional connections to the transportation system to prevent overloading the proposed local roads.

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

As identified in the traffic impact study, the intersections and roadways will operate at acceptable levels of service in the build out year with the addition of site generated traffic; with the exception of the intersection of SH-69 and Hubbard Road. This intersection will require a traffic signal, which is currently included in the Capital Improvement Plan for widening and signalization between 2027 and 2031. The critical approach is the eastbound approach with the left turn movement operating at LOS F (Hubbard Rd west side of SH-69 turning left onto SH-69). This project will not add to this movement. A center turn lane is not required on Hubbard Road as this segment of roadway is predicted to carry less than the maximum one way volume to allow operation at LOS D.

Staff agrees with the findings and recommendations of the traffic impact study.

3. Condition of Area Roadways

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service	Existing Plus Project
** State Highway 69	0-feet	Principal Arterial	560	N/A	N/A
Hubbard Road	1,511-feet	Minor Arterial	22	Better than "D"	Better than "D"
Locust Grove Road	0-feet	Minor Arterial	67	Better than "D"	Better than "D"

* Acceptable level of service for a two-lane minor arterial is "D" (550 VPH).

** ACHD does not set level of service thresholds for State Highways.

4. Average Daily Traffic Count (VDT)

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

- The average daily traffic count for SH-69 was 14,270 on ITD permanent counter on 5/21/2014.
- The average daily traffic count for Hubbard Road east of SH-69 was 290 on 01/24/2014.
- The average daily traffic count for Locust Grove north of Columbia was 823 on 01/23/2014.

C. Findings for Consideration

1. Hubbard Road

a. **Existing Conditions:** Hubbard Road is improved with 2-travel lanes, 24-feet of pavement, and no curb, gutter or sidewalk abutting the site. There is 50-feet of right-of-way for Hubbard Road (25-feet from centerline).

b. **Policy:**

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

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

Street Section and Right-of Way Width Policy: District Policy 7205.2.1 & 7205.5.2 states that the standard 3-lane street section shall be 46-feet (back-of-curb to back-of-curb) within 70 feet of right-of-way. This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalks at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Hubbard Road is designated in the MSM for future widening to 3-lanes and on-street bike lanes, a 46-foot street section within 70-feet of right-of-way.

- c. **Applicant Proposal:** The applicant is proposing to dedicate additional 23-feet of right-of-way to Hubbard Road abutting the site.
- d. **Staff Comments/Recommendations:** The applicant's proposal does not meet District policy because the applicant is not proposing to construct sidewalk along Hubbard Road abutting the site. Consistent with the MSM the applicant should be required to dedicate 35-feet of right-of-way from centerline of Hubbard Road abutting the site; or, provide a permanent right-of-way easement for any sidewalk placed outside of the dedicated right-of-way abutting the site. No compensation will be provided for right-of-way or easement dedications on Hubbard Road as it is not listed as impact fee eligible in the CIP.

2. Citrus Tree Avenue

- a. **Existing Conditions:** There are no existing collector streets internal to the site.
- b. **Policy:**
 - Collector Street Policy:** District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.
 - Master Street Map and Typologies Policy:** District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.
 - Street Section and Right-of-Way Policy:** District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

 - Residential Collector Policy:** District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District

will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalks at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. A new collector roadway was identified on the MSM. The new collector roadway should continue through the property stubbing to the north and south. The Collector typology as depicted in the Livable Street Design Guide recommends a 2-lane roadway with bike lanes, a 36-foot street section within 50-feet of right-of-way.

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

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

- c. Applicant Proposal:** The applicant is proposing to construct a new north/south residential collector street, located approximately 1,725-feet east of SH-69, as a 36-foot street section with vertical curb, gutter, and 8-foot wide detached sidewalk, within 70-feet of right-of-way.

The applicant is also proposing a 10-foot wide by 135-foot long landscape median within 88-feet of right-of-way and 54-foot street section at the entrance to Citrus Tree Avenue and Hubbard Road. The travel lanes are 21-feet wide on each side of the median.

- d. Staff Comments/Recommendations:** The applicant's proposal meets District policy.

Staff recommends approval of the applicant's proposal with the condition that the landscape median on Citrus Tree Avenue should be platted as right-of-way owned by ACHD; and the

Developer or Homeowners Association should apply for a license agreement if landscaping is to be placed within the median.

3. Mason Creek Road

a. **Existing Conditions:** There are no existing collector streets internal to the site.

b. **Policy:**

Collector Street Policy: District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Half Street Policy: District Policy 7207.2.2 required improvements shall consist of pavement widening to one-half the required width, including curb, gutter and concrete sidewalk (minimum 5-feet), plus 12-feet of additional pavement widening beyond the centerline established for the street to provide an adequate roadway surface, with the pavement crowned at the ultimate centerline. A 3-foot wide gravel shoulder and a borrow ditch sized to accommodate the roadway storm runoff shall be constructed on the unimproved side.

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalks at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. A new collector roadway was identified on the MSM with the street typology of Residential Collector. The new collector roadway should align with

Gravel Lane on the west side of Locust Grove Road and continue through the property stubbing to the west. The Residential Collector typology as depicted in the Livable Street Design Guide recommends a 2-lane roadway with bike lanes, a 36-foot street section within 50-feet of right-of-way.

- c. Applicant Proposal:** The applicant is proposing to dedicate 42-feet of right-of-way for Mason Creek Road along the north property line abutting the site. The applicant is proposing to construct Mason Creek Road as half of a 36-foot street section with curb, gutter, and 8-foot wide sidewalk within 42-feet of right-of-way.
- d. Staff Comments/Recommendations:** The applicant's proposal meets District policy. The applicant should be required to dedicate a minimum of 42-feet of right-of-way for Mason Creek Road abutting the site. The applicant should be required to construct Mason Creek Road as half of a 36-foot street section with vertical curb, gutter, and minimum 5-foot wide sidewalk, plus 12-feet of additional pavement from centerline with 3-foot wide shoulders and borrow ditch on the unimproved side.

If any portion of the sidewalk is located outside of the dedicated right-of-way, a permanent right-of-way easement shall be provided. 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.

4. Internal Streets

- a. Existing Conditions:** There are no existing roadways internal to the site.

b. Policy:

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

Street Section and Right-of-Way Policy: District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 50-feet wide and that the standard street section shall be 36-feet (back-of-curb to back-of-curb). The District will consider the utilization of a street width less than 36-feet with written fire department approval.

Standard Urban Local Street—36-foot to 33-foot Street Section and Right-of-way Policy: District Policy 7207.5.2 states that 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 concrete sidewalks on both sides and shall typically be within 50-feet of right-of-way.

The District will also consider the utilization of a street width less than 36-feet with written fire department approval. Most often this width is a 33-foot street section (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size.

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

- Reduces vehicle miles traveled.
- Increases pedestrian and bicycle connectivity.
- Increases access for emergency services.
- Reduces need for additional access points to the arterial street system
- Promotes the efficient delivery of services including trash, mail and deliveries.

- Promotes appropriate intra-neighborhood traffic circulation to schools, parks, neighborhood commercial centers, transit stops, etc.
- Promotes orderly development.

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

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

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

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

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

- c. **Applicant's Proposal:** The applicant is proposing to construct the internal streets as 36-foot street sections with curb, gutter, 8-foot wide park strip, and 5-foot wide sidewalk within 64-foot of right-of-way.

The applicant is proposing to construct 5 cul-de-sacs with turning radius of 46-feet, as follows:

- Dole Circle, north approximately 358-feet of the Banana Street/ Dole Circle intersection.
- Pumpkin Court, west approximately 318-feet of Citrus Tree Avenue/ Pumpkin Court intersection.
- Pumpkin Court, east approximately 320-feet of Citrus Tree Avenue/ Pumpkin Court intersection.
- Mandarin Court, west approximately 318-feet of Citrus Tree Avenue/ Mandarin Court intersection.
- Mandarin Court, east approximately 438-feet of Citrus Tree Avenue/ Mandarin Court intersection.

The applicant is also proposing a 10-foot wide by 45-foot long landscape median within 84-feet of right-of-way and 54-foot street section at the entrance to Wild Plum Avenue and Hubbard Road. The travel lanes are 21-feet wide on each side of the median.

- d. Staff Comments/Recommendations:** The applicant's proposal meets District policy.

Staff recommends approval of the applicant's proposal with the condition that the landscape median on Wild Plum Avenue be platted as right-of-way owned by ACHD; and the Developer or Homeowners Association should apply for a license agreement if landscaping is to be placed within the median.

5. Roadway Offsets

- a. Existing Conditions:** There are no existing roadways internal to the site.

b. Policy:

Local Street Intersection Spacing on Minor Arterials: District policy 7205.4.3 states that new local streets should not typically intersect arterials. Local streets should typically intersect collectors. If it is necessary, as determined by ACHD, for a local street to intersect an arterial, the minimum allowable offset shall be 660-feet as measured from all other existing roadways as identified in Table 1a (7205.4.6).

Collector Offset Policy: District policy 7205.4.2 states that the optimum spacing for new signalized collector roadways intersecting minor arterials is one half-mile.

Local Offset Policy: District policy 7206.4.5, requires local roadways to align or offset a minimum of 330-feet from a collector roadway (measured centerline to centerline).

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

- c. Applicant's Proposal:** The applicant is proposing to construct a new collector street, Citrus Tree Avenue, onto Hubbard Road, located approximately 1,725-feet east of SH-69 extending north to the north property line at approximately 2,548-feet east of SH-69 (measured centerline to centerline).

The applicant is proposing to construct a new local street onto Hubbard Road approximately 3,673-feet east of SH-69, 1,992-feet east of the proposed new collector street, Citrus Tree Avenue, and 1,515-feet west of Locust Grove Road (measured centerline to centerline).

The applicant is proposing to construct the following streets onto Citrus Tree Avenue (measured centerline to centerline) as follows:

- Honeycrisp Street at approximately 190-feet south of Mason Creek Road.
- Golden Apple Drive at approximately 996-feet south of Mason Creek Road.
- Red Apple Drive at approximately 1595-feet south of Mason Creek Road.
- Mandarin Court at approximately 248-feet north of Hubbard Road
- Pumpkin Court at approximately 548-feet north of Hubbard Road
- Banana Street at approximately 848-feet north of Hubbard Road.

- d. Staff Comments/Recommendations:** The applicant's proposal meets District policy and should be approved, as proposed.

6. Stub Streets

- a. Existing Conditions:** There are no existing stub streets internal to the development.

b. Policy:

Stub Street Policy: District policy 7207.2.4 (local) states that stub streets will be required to provide circulation or to provide access to adjoining properties. Stub streets will conform with the requirements described in Section 7207.2.5.4 (local), except a temporary cul-de-sac will not be required if the stub street has a length no greater than 150-feet. A sign shall be installed at the terminus of the stub street stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

In addition, stub streets must meet the following conditions:

- A stub street shall be designed to slope towards the nearest street intersection within the proposed development and drain surface water towards that intersection; unless an alternative storm drain system is approved by the District.
- The District may require appropriate covenants guaranteeing that the stub street will remain free of obstructions.

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

c. Applicant Proposal: The applicant is proposing to construct 5 stub streets; 2 stub streets to the west, 1 stub street to the out parcel, and 2 stub streets to the east. The 2 stub streets to the west are proposed to be 150-feet or less. The 2 stub streets to the east are each 230-feet in length. The stub street to the out parcel to the east is proposed as a partial cul-de-sac. They are proposed to be located as follows:

- Fuji Drive, to the west, located between Block 1, Lot 30 and Block 16, Lot 1.
- Banana Street, to the west, located between Block 16, Lot 31 and Block 16, Lot 20.
- Mandarin Court, to the out parcel, located between Block 14, Lot 47 and Block 15, Lot 8.
- Nectarine Drive, to the east, located between Block 2, Lot 61 and Block 6, Lot 1.
- Golden Apple Drive, to the east, located between Block 6, Lot 9 and Block 11, Lots 9 and 10.

d. Staff Comments/Recommendations: The applicant's proposal meets District policy, with the exception of the 2 stub streets to the east, Nectarine Drive and Golden Apple Drive, as their length is greater than 150-feet. Therefore, the applicant should be required to construct temporary turnarounds for the 2 stub streets to the east. The temporary turnarounds shall have a minimum 45-foot radius and be paved. The developer should provide a temporary turnaround easement for those portions of the turnaround that extend beyond the dedicated street right-of-way; and where the temporary easement extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

The applicant should be required to construct the 2 stub streets to the west, Fuji Drive and Banana Street, and the stub street to the out parcel, Mandarin Court, as proposed.

The applicant should be required to install signage at the terminus of the 5 stub streets stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

7. Traffic Calming

- a. **Speed Control and Traffic Calming Policy:** District policy 7207.3.7 states that the design of local street systems should discourage excessive speeds by using passive design elements. If the design or layout of a development is anticipated to necessitate future traffic calming implementation by the District, then the District will require changes to the layout and/or the addition of passive design elements such as horizontal curves, bulb-outs, chokers, etc. The District will also consider texture changes to the roadway surface (i.e. stamped concrete) as a passive design element. These alternative methods may require a maintenance and/ or license agreement.
- b. **Applicant's Proposal:** The applicant is not proposing any traffic calming design elements internal to the site.
- c. **Staff Comments/Recommendations:** The applicant is proposing to construct 4 streets, Honeycrisp Street, Golden Apple Drive, Fuji Drive, and Red Apple Drive, that will exceed 1,000-feet in length. In order to provide future speed control and traffic calming, staff recommends the applicant be required to construct bulb-outs with a pavement width of 24-feet between the bulbs at the following intersections:
- Honeycrisp Street/ Golden Apple Drive,
 - Honeycrisp Street/ Ginger Gold Street,
 - Golden Apple Drive/ Citron Way Street,
 - Fuji Drive/ Citron Way Street,
 - Red Apple Drive/ Citron Way Street,
 - Red Apple Drive/ Fuji Drive.

8. Bridge for Mason Creek Feeder Canal Crossing

The District will require that the applicant submit the bridge plans for the crossing of the Mason Creek Feeder (Citrus Tree Avenue) for review and approval prior to the pre-construction meeting and final plat approval. Note: all plan submittals for bridges or pipe crossings of irrigation facilities should be submitted to ACHD for review no later than December 15th for construction in the following year prior to irrigation season.

9. Tree Planters

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

10. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

11. Other Access

Hubbard Road is classified as a minor arterial roadway. Citrus Tree Avenue and Mason Creek Road are classified as collector roadways. Other than the access specifically approved with this application, direct lot access is prohibited to these roadways and should be noted on the final plat.

D. Site Specific Conditions of Approval

1. Dedicate 35-feet of right-of-way from centerline of Hubbard Road abutting the site; or, provide a permanent right-of-way easement for any sidewalk placed outside of the dedicated right-of-way abutting the site. No compensation will be provided for right-of-way or easement dedications on Hubbard Road as it is not listed as impact fee eligible in the CIP.
2. Construct a 5-foot wide detached sidewalk located a minimum of 29-feet from the centerline of Hubbard Road abutting the site. Provide a permanent right-of-way easement for any sidewalk placed outside of the dedicated right-of-way.
3. Construct a new north/south residential collector street, located approximately 1,722-feet east of SH-69, as a 36-foot street section with vertical curb, gutter, and 8-foot wide detached sidewalk, within 70-feet of right-of-way.
4. Construct a 10-foot wide by 135-foot long landscape median within 88-feet of right-of-way and 54-foot street section at the entrance to Citrus Tree Avenue and Hubbard Road; with 21-foot wide travel lanes on each side of the median.
5. Plat the landscape median on Citrus Tree Avenue as right-of-way owned by ACHD; and the Developer or Homeowners Association to apply for a license agreement if landscaping is to be placed within the median. Provide written approval from the appropriate fire department.
6. Dedicate 42-feet of right-of-way for Mason Creek Road abutting the site.
7. Construct Mason Creek Road as half of a 36-foot street section with vertical curb, gutter, and minimum 5-foot wide sidewalk, plus 12-feet of additional pavement from centerline with 3-foot wide shoulders and borrow ditch on the unimproved side. Provide a permanent right-of-way easement for any sidewalk placed outside of the dedicated right-of-way.
8. Construct the internal streets as 36-foot street sections with curb, gutter, 8-foot wide park strip, and 5-foot wide sidewalk within 64-feet of right-of-way.
9. Construct a 10-foot wide by 45-foot long landscape median within 84-feet of right-of-way and 54-foot street section at the entrance to Wild Plum Avenue and Hubbard Road; with 21-foot wide travel lanes on each side of the median.
10. Plat the landscape median on Wild Plum Avenue as right-of-way owned by ACHD; and the Developer or Homeowners Association to apply for a license agreement if landscaping is to be placed within the median. Provide written approval from the appropriate fire department.
11. Construct a cul-de-sac at the terminus of Dole Circle, north approximately 358-feet of the Banana Street/ Dole Circle intersection, Pumpkin Court, west approximately 318-feet of Citrus Tree Avenue/ Pumpkin Court intersection, Pumpkin Court, east approximately 320-feet of Citrus Tree Avenue/ Pumpkin Court intersection, Mandarin Court, west approximately 318-feet of Citrus Tree Avenue/ Mandarin Court intersection, and Mandarin Court, west approximately 438-feet of Citrus Tree Avenue/ Mandarin Court intersection, with a minimum turning radius of 45-feet.
12. Construct the 2 stub streets to the west, Fuji Drive and Banana Street, and the stub street to the out parcel, Mandarin Court, as proposed.
13. Construct temporary turnarounds at the terminus of the 2 stub streets to the east, Nectarine Drive and Golden Apple Drive with a minimum 45-foot radius. Pave the temporary turnarounds and provide a temporary turnaround easement for those portions of the turnaround that extend beyond the dedicated street right-of-way. Where the temporary easement extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

14. Install signage at the terminus of the 5 stub streets stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."
15. Construct the following streets onto Citrus Tree Avenue (measured centerline to centerline), Honeycrisp Street at approximately 190-feet south of Mason Creek Road; Golden Apple Drive at approximately 996-feet south of Mason Creek Road; Red Apple Drive at approximately 1595-feet south of Mason Creek Road; Mandarin Court at approximately 248-feet north of Hubbard Road; Pumpkin Court at approximately 548-feet north of Hubbard Road; and Banana Street at approximately 848-feet north of Hubbard Road.
16. Construct bulb-outs with a minimum pavement width of 24-feet between the bulbs at the following intersections: Honeycrisp Street/ Golden Apple Drive, Honeycrisp Street/ Ginger Gold Street, Golden Apple Drive/ Citron Way Street, Fuji Drive/ Citron Way Street, Red Apple Drive/ Citron Way Street, and Red Apple Drive/ Fuji Drive.
17. Submit bridge plans for the crossing of the Mason Creek Feeder (Citrus Tree Avenue) for review and approval prior to the pre-construction meeting and final plat approval.
18. Payment of impacts fees are due prior to issuance of a building permit.
19. Comply with all Standard Conditions of Approval.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.

10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

G. Attachments

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

SITE PLAN



Patagonia/200 Construction Drawing/301 Base/13-0810-jed C:\work\big kva\lowell 12/27/2013 11:07 am

Development Process Checklist

Items Completed to Date:

- Submit a development application to a City or to Ada County
- The City or the County will transmit the development application to ACHD
- The ACHD **Planning Review Section** will receive the development application to review
- The **Planning Review Section** will do one of the following:
 - Send a “**No Review**” letter to the applicant stating that there are no site specific conditions of approval at this time.
 - Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
 - Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

- For **ALL** development applications, including those receiving a “**No Review**” letter:
 - The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
 - The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.
- Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:

Construction (Non-Subdivisions)

Driveway or Property Approach(s)

- Submit a “Driveway Approach Request” form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.

Working in the ACHD Right-of-Way

- Four business days prior to starting work have a bonded contractor submit a “Temporary Highway Use Permit Application” to ACHD Construction – Permits along with:
 - a) Traffic Control Plan
 - b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50’ or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)

Sediment & Erosion Submittal

- At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.

Idaho Power Company

- Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.

- Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.
 - a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.
 - b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary of Highway Systems, 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.

RICHARD DURRANT
CHAIRMAN OF THE BOARD

GRAHAM PATERSON
VICE CHAIRMAN OF THE BOARD

TIMOTHY M. PAGE
PROJECT MANAGER

ROBERT D. CARTER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

JERRI FLOYD
ASSISTANT SECRETARY-TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

OPERATING AGENCY FOR 167,000
ACRES FOR THE FOLLOWING
IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT
BOISE-KUNA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

TEL: (208) 344-1141
FAX: (208) 344-1437

05 September 2014

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

RE: Westpark Co. Inc., Taylor Merrill 14-05-AN, 14-04-DA, 14-03-S, 14-06-DR
 N.E Crnr. Of Meridian Rd. at Hubbard Rd.
 New York Irrigation District NY-104-271-00
 Mason Creek Feeder 140+00,144+30,144+90
 Stevens Lateral 100+50
 Sec. 07, T2N, R1E, BM.

RECEIVED

SEP 10 2014

KUNA CITY CLERK

Troy Behunin:

The United States' Mason Creek Feeder lies within the boundary of the above-mentioned location. The easement for this lateral 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 lateral. We assert the federal easement 37 feet north and 35 feet south of the lateral's centerline. Whereas this area is for the operation and maintenance of our facility, no activity should hinder our ability to do so.

As this development proceeds forward the developers and/or landowners must provide all necessary preliminary plats and irrigation plans for Boise Project Board of Control's review and approval with all appropriate easements clearly defined as determined by Boise Project prior to construction during the non-irrigation season.

Boise Project Board of Control must also review and approve any final plats prior to recording.

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.

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 lateral 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.

Pathways, which has been discussed with many landowners and developers has not been permissible within the boundaries of Project facilities. Boise Project cannot give its permission for pathways within Project facility easements.

Fencing (as may be required) must be constructed just off the lateral easement, to insure 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.

The Boise Project does not approve landscaping (other than grass) within its easements, as this will certainly increase our cost of maintenance.

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.

Should there be any small (neighborhood) irrigation/drainage ditches on this site, the developers and/or landowners will be obligated to protect them and allow water to pass to downstream neighbors.

Troy Behunin

From: Lauren Boehlke [laurenboehlke@yahoo.com]
Sent: Wednesday, August 20, 2014 4:16 PM
To: Troy Behunin
Subject: Patagonia Sub

Troy, just wanted to make sure that Tim Page at Boise Project Board of Control is getting these notifications. Patagonia is not one of Boise-Kuna's, it is New York Irrigation, but still Project delivery and facilities.

Lauren S Boehlke
Sec.-Treasurer
Boise-Kuna Irrigation District
Phone# 922-5608
Fax# 922-5659

PRELIMINARY

9/11/2014

ADA COUNTY STREET NAME EVALUATION

SUBDIVISION NAME: PATAGONIA SUB – OVER ALL
AGENCY and AGENCY FILE NO: Kuna:
TOWNSHIP/ RANGE/SECTION: 2N 1E 7
DEVELOPER: CIVIL INNOVATIONS PLLC

The street name comments listed below are made by the members of the ADA COUNTY STREET NAME COMMITTEE (Under the direction of the Ada County Assessor) regarding this development in accordance with the Ada County Street Name Ordinance. Overall final street names are subject to change at Final Plat phase levels due to design changes, time restraints and/or previous recorded plat street alignments.

THE FOLLOWING EXISTING STREET NAMES SHALL APPEAR ON THE PLAT:

E. HUBBARD RD

THE FOLLOWING PROPOSED STREET NAMES ARE RECOMMENDED FOR APPROVAL:

E. BANANA ST	S. CITRUS TREE WAY	S. DOLE PL
E. FUJI DR	E. GINGER GOLD ST	E. GOLDEN APPLE DR
E. HONEYCRISP ST	E. MASON CREEK ST	E. NECTARINE DR
E. PINK LADY DR	E. PUMPKIN CT	E. RED APPLE DR
S. WILD BERRY AVE	S. WILD PLUM AVE	

THE FOLLOWING PROPOSED STREET NAMES ARE RECOMMENDED FOR DENIAL:

MASON CREEK RD

E. MANDARIN CT – sounds like Mandolin

N. CITRON WAY – sounds similar to Citrine

THE FOLLOWING CHANGES OR CORRECTIONS NEED TO BE MADE:

Please change all “North” pre-directions to “South” due to plat location existing in the Meridian addressing grid.

Please change Mason Creek Rd to E. Mason Creek St

Please choose a new street name to replace E. Mandarin Ct. – no alignment

Please change N. Citrus Tree Ave. to S. Citrus Tree Way

Please label the unlabeled (S/Way) street segment west of S. Citrus Tree Way and connecting E. Fuji Dr and E. Golden Apple Dr.

Please label the unlabeled (S/Ave) street segment west of E. Ginger Gold and intersecting with E. Honeycrisp St.

Please choose a new street name (S/Way) to replace N. Citron Way – no alignment

Please label the unlabeled (S/Ave) street segment east of S. Citrus Tree Way and connecting E. Honeycrisp St and E. Ginger Gold St

Please label the unlabeled (S/Way) street segment east of S. Citrus Tree Way and connecting E. Fuji Dr and E. Red Apple St.

NOTE: IF THERE ARE CORRECTIONS AND CHANGES RECOMMENDED, PLEASE MAKE THESE CHANGES ON THE SUBDIVISION PLAT AND RESUBMIT TO THE COMMITTEE. A FINAL REVIEW WITH NO CHANGES REQUIRED AND THE MATCHING PLAT MUST BE PRESENTED TO THE ADA COUNTY SURVEYOR AT TIME OF RECORDING.



CENTRAL DISTRICT HEALTH DEPARTMENT

Environmental Health Division

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

Rezone # 14-05-AN 14-04-DA 14-06-DR

Conditional Use # _____

Preliminary / Final / Short Plat 14-03-S

RECEIVED

SEP 17 2014

KUNA CITY CLERK

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

**IDAHO TRANSPORTATION DEPARTMENT**

P.O. Box 8028
Boise, ID 83707-2028

(208) 334-8300
itd.idaho.gov

August 21, 2014

Troy Behunin
Senior Planner
City of Kuna
P.O. Box 13,
Kuna, Idaho 83634

VIA EMAIL

RE: 14-05-AN, 14-04-DA, 14-03-S AND 14-06-DR PATAGONIA SUBDIVISION

The Idaho Transportation Department (ITD) has reviewed the annexation, development agreement, subdivision and design review applications for the proposed Patagonia Subdivision at the Northeast corner of Meridian and Hubbard Roads. ITD has the following review comments:

- The application suggests the need for a traffic signal at the Meridian/Hubbard Intersection. The application mentioned a traffic study was prepared but was not included in the documents. Additional analyses are needed to verify the need of a new traffic signal.
- The application mentions future approaches will be added to Meridian Road (SH-69). No approaches were requested with this application and none are approved. Any approaches will need to be submitted thru the permit process meeting ITD's Access management Policy (IDAPA 39.03.42).

If you have any questions, you may contact me at 332-7191.

Sincerely,

A handwritten signature in blue ink that reads "James K. Morrison".

James K. Morrison
Development Services Manager
jim.morrison@itd.idaho.gov

PRELIMINARY
9/11/2014 page 2 of 2

ADA COUNTY STREET NAME EVALUATION

SUBDIVISION NAME: PATAGONIA SUB – OVER ALL

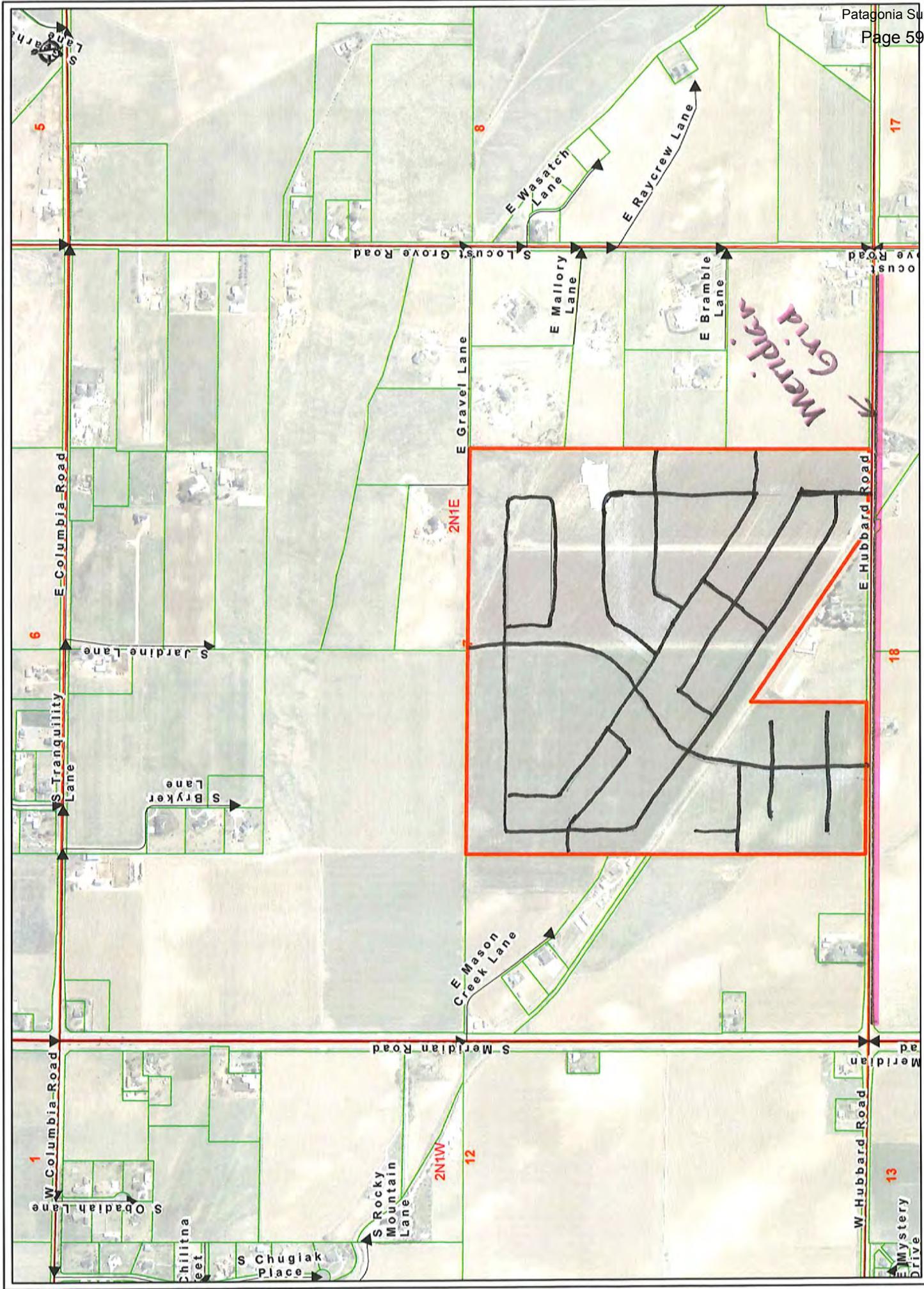
ADA COUNTY ASSESSOR Representative _____ DATE _____

KUNA Representative _____ DATE _____

FIRE Representative _____ DATE _____

ADA COUNTY HIGHWAY DIS. Representative _____ DATE _____

ADA COUNTY SHERIFF Representative _____ DATE _____



ADA COUNTY ASSESSOR
 Land Records Division
 Courthouse
 100 E. Front Street, Ste. 107
 Boise, ID 83702



This map is made from data copyrighted by Ada County Assessor's Office and is not to be used for any other purpose without the express written permission of Ada County.

PATAGONIA SUBDIVISION - 2013 PRELIMINARY PLAT

RECEIVED

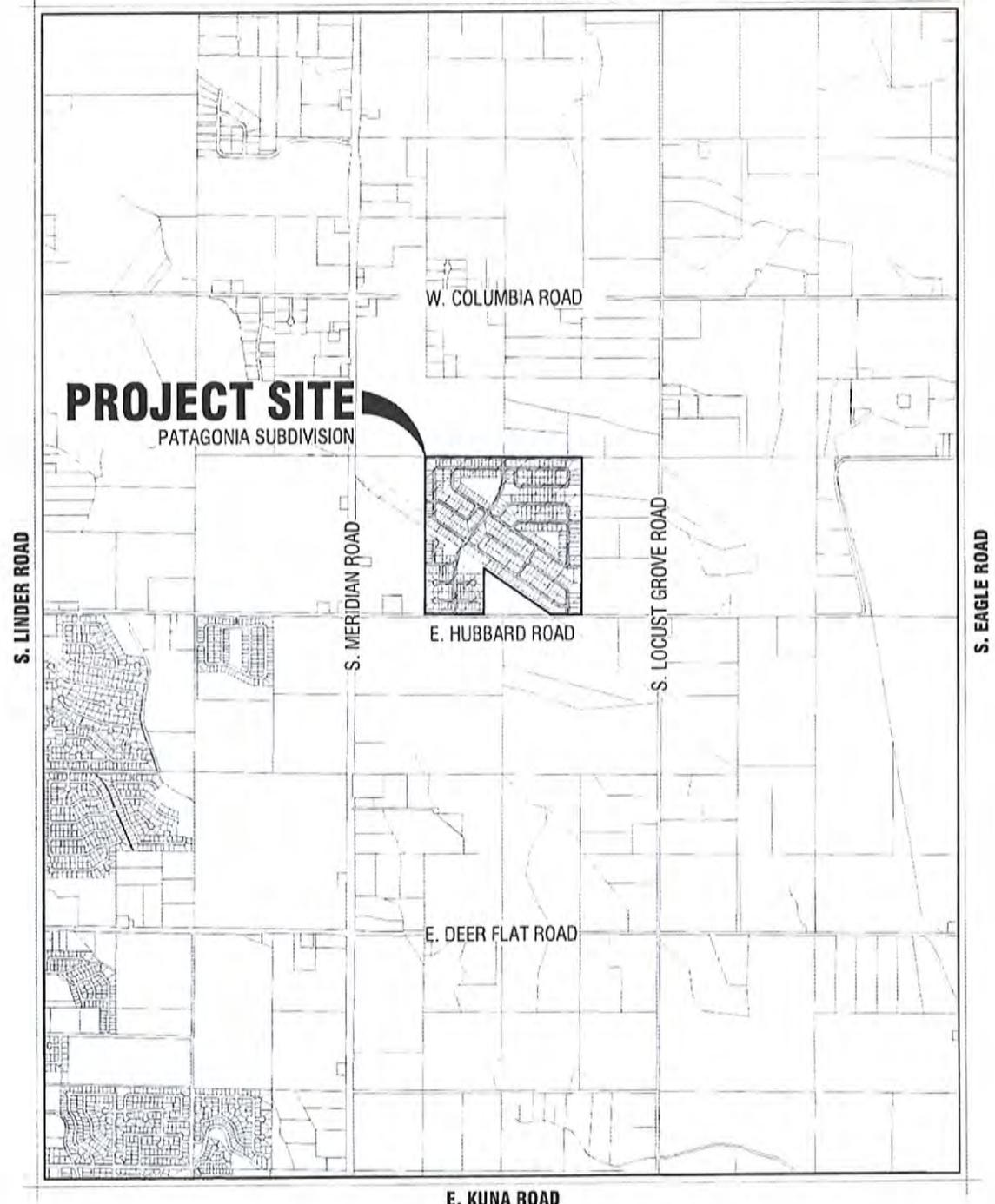
JUL 29 2014

CITY OF KUNA

KUNA, IDAHO

LOCATED IN THE S 1/2 OF SECTION 7,
T. 2N., R. 1E., B.M., CITY OF KUNA, ADA COUNTY, IDAHO

E. LAKE HAZEL ROAD



PROJECT #	13-0910
DWG FILE	13-0910-PP
DESIGNED BY	BT
DRAWN BY	KCH
CHECKED BY	BT
ISSUE DATE	12/24/2013
SCALE	1" = 2500'
SHEET	1 OF 1

PATAGONIA SUBDIVISION

KUNA, IDAHO

VICINITY MAP

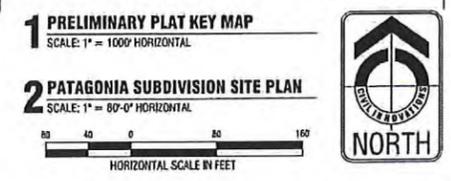
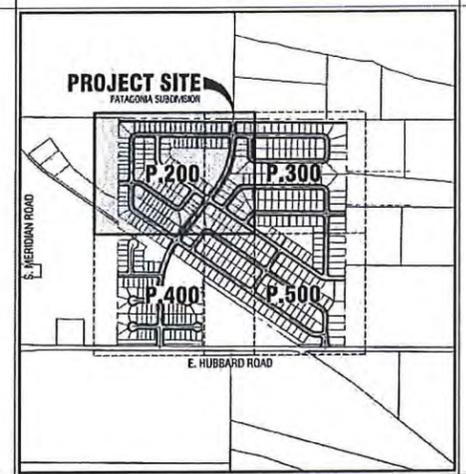
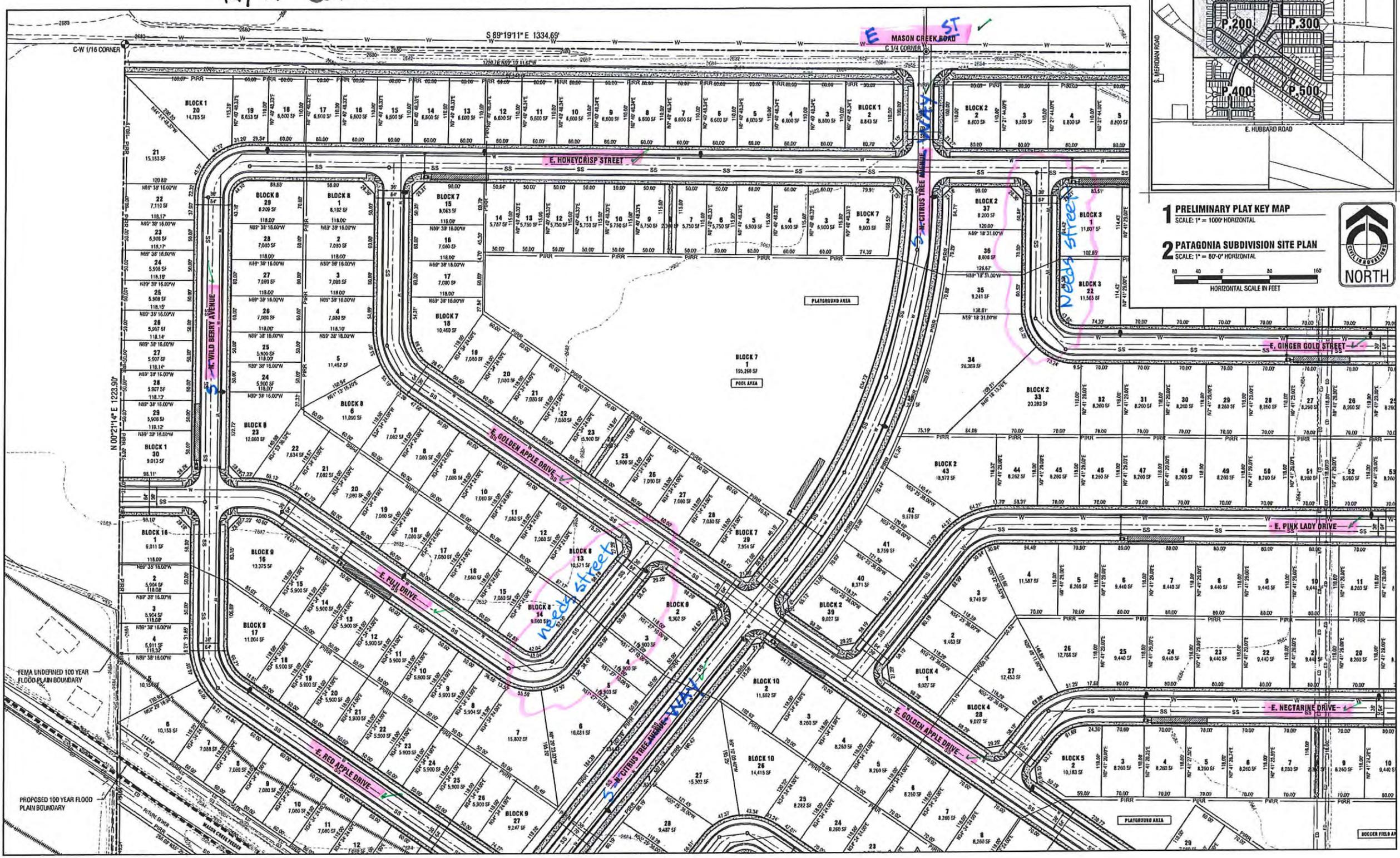
CIVIL INNOVATIONS, PLLC

P.O. BOX 170811
 Boise, ID 83717
 PHONE: (208) 914-0770
www.civil-innovations.com

PATAGONIA SUBDIVISION - 2013 PRELIMINARY PLAT

N/W Corner

KUNA, IDAHO
LOCATED IN THE S 1/2 OF SECTION 7,
T. 2N., R. 1E., B.M., CITY OF KUNA, ADA COUNTY, IDAHO



CIVIL INNOVATIONS, PLLC
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Boise, ID 83717
Phone: (208) 914-0770
www.civil-innovations.com



DRAWINGS MUST BE REPRODUCED WITHOUT WRITTEN CONSENT FROM CIVIL INNOVATIONS, PLLC

NO.	DESCRIPTION	BY	DATE

PATAGONIA SUBDIVISION
KUNA, IDAHO
PRELIMINARY PLAT

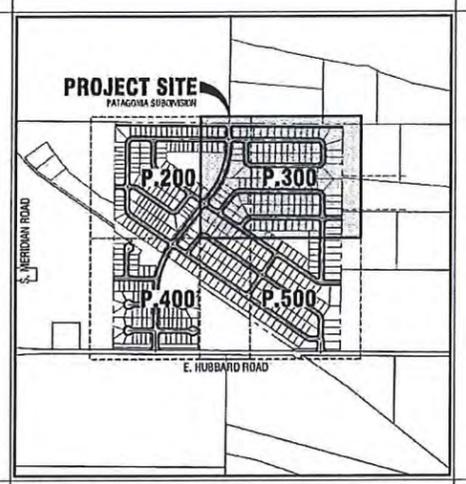
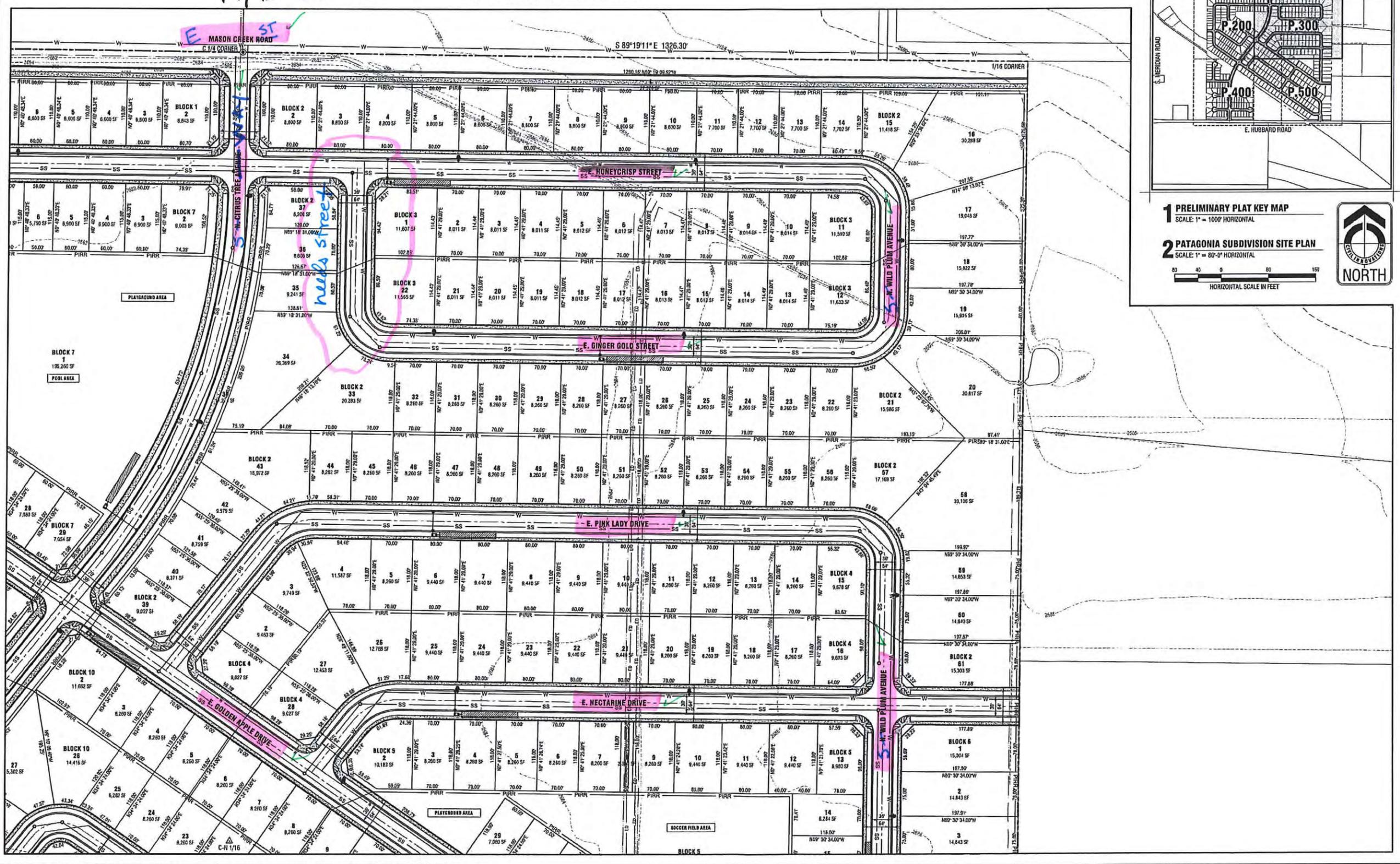
PROJECT #	PATAGONIA
DWG FILE	13-0910-PA
DESIGNED BY	BT
DRAWN BY	KDH
CHECKED BY	BT
ISSUE DATE	11/01/2013
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

P.200
SHEET 2 OF 5

PATAGONIA SUBDIVISION - 2013 PRELIMINARY PLAT

N/E corner

KUNA, IDAHO
LOCATED IN THE S 1/2 OF SECTION 7,
T. 2N., R. 1E., B.M., CITY OF KUNA, ADA COUNTY, IDAHO



- 1 PRELIMINARY PLAT KEY MAP
SCALE: 1" = 1000' HORIZONTAL
- 2 PATAGONIA SUBDIVISION SITE PLAN
SCALE: 1" = 80'-0" HORIZONTAL



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Boise, ID 83717
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NO.	REVISIONS	DESCRIPTION	BY	DATE

PATAGONIA SUBDIVISION
KUNA, IDAHO
PRELIMINARY PLAT

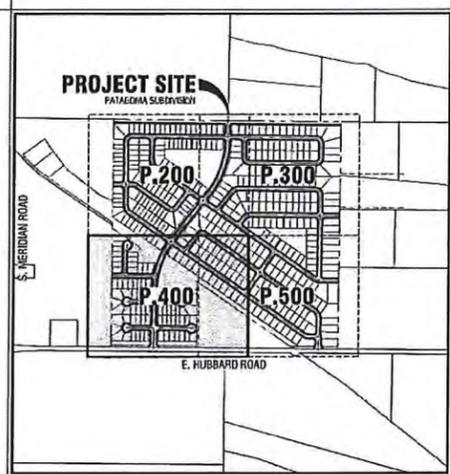
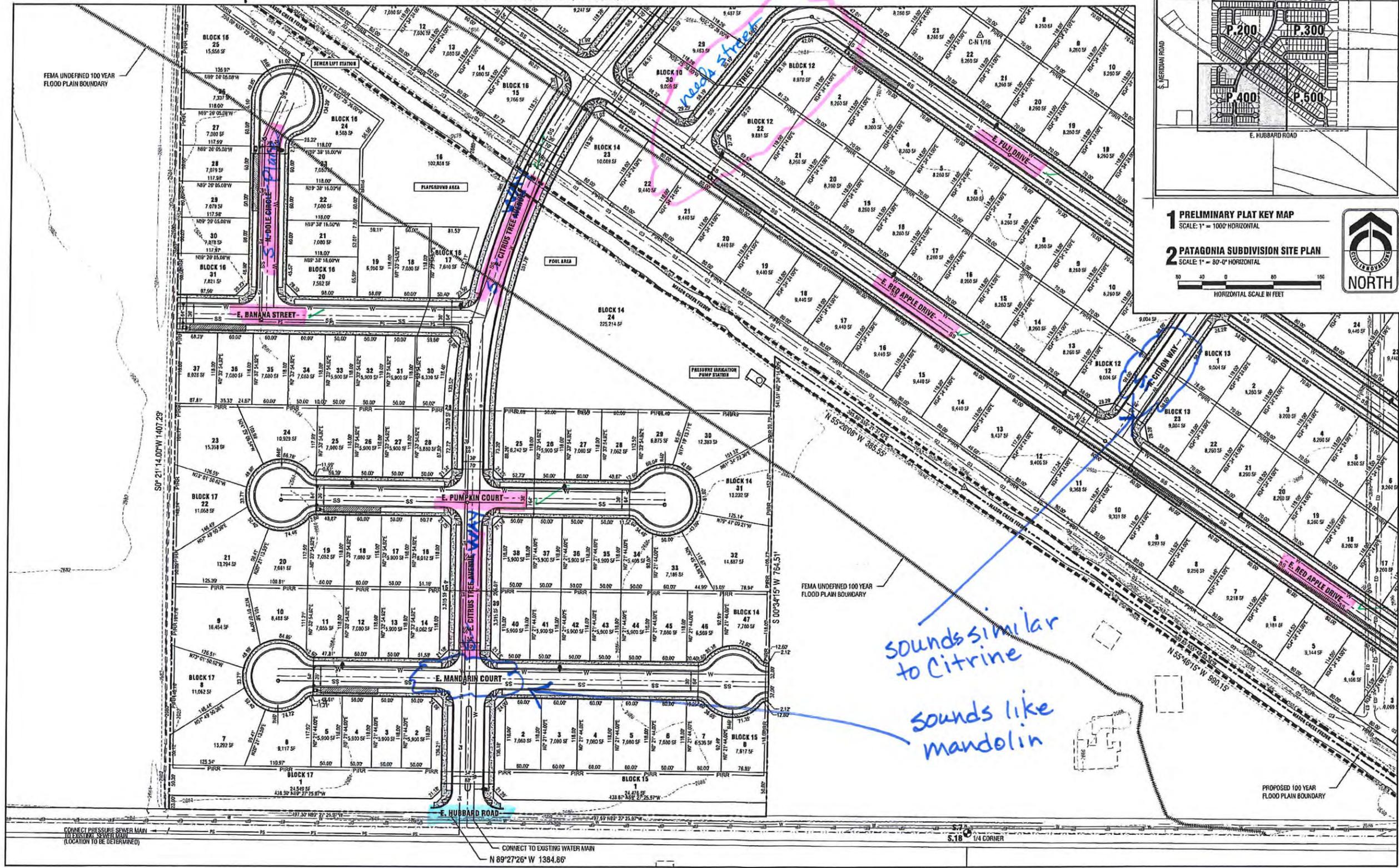
PROJECT #	PATAGONIA
DWG FILE	13-0910-PA
DESIGNED BY	BT
DRAWN BY	KDH
CHECKED BY	BT
ISSUE DATE	11/01/2013
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

P.300
SHEET 3 OF 5

PATAGONIA SUBDIVISION - 2013 PRELIMINARY PLAT

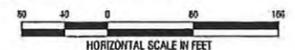
S/W Corner

KUNA, IDAHO
LOCATED IN THE S 1/2 OF SECTION 7,
T. 2N., R. 1E., B.M., CITY OF KUNA, ADA COUNTY, IDAHO



1 PRELIMINARY PLAT KEY MAP
SCALE: 1" = 100' HORIZONTAL

2 PATAGONIA SUBDIVISION SITE PLAN
SCALE: 1" = 80'-0" HORIZONTAL



Sounds similar to Citrine

Sounds like mandolin

CIVIL INNOVATIONS, PLLC
P.O. Box 170811
Boise, ID 83717
Phone: (208) 914-0770
www.civil-innovations.com



NO.	DESCRIPTION	BY	DATE

PATAGONIA SUBDIVISION
KUNA, IDAHO

PRELIMINARY PLAT

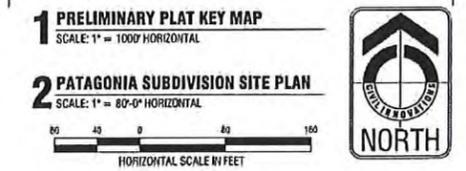
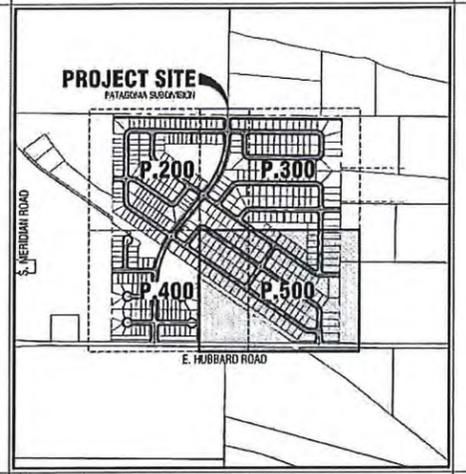
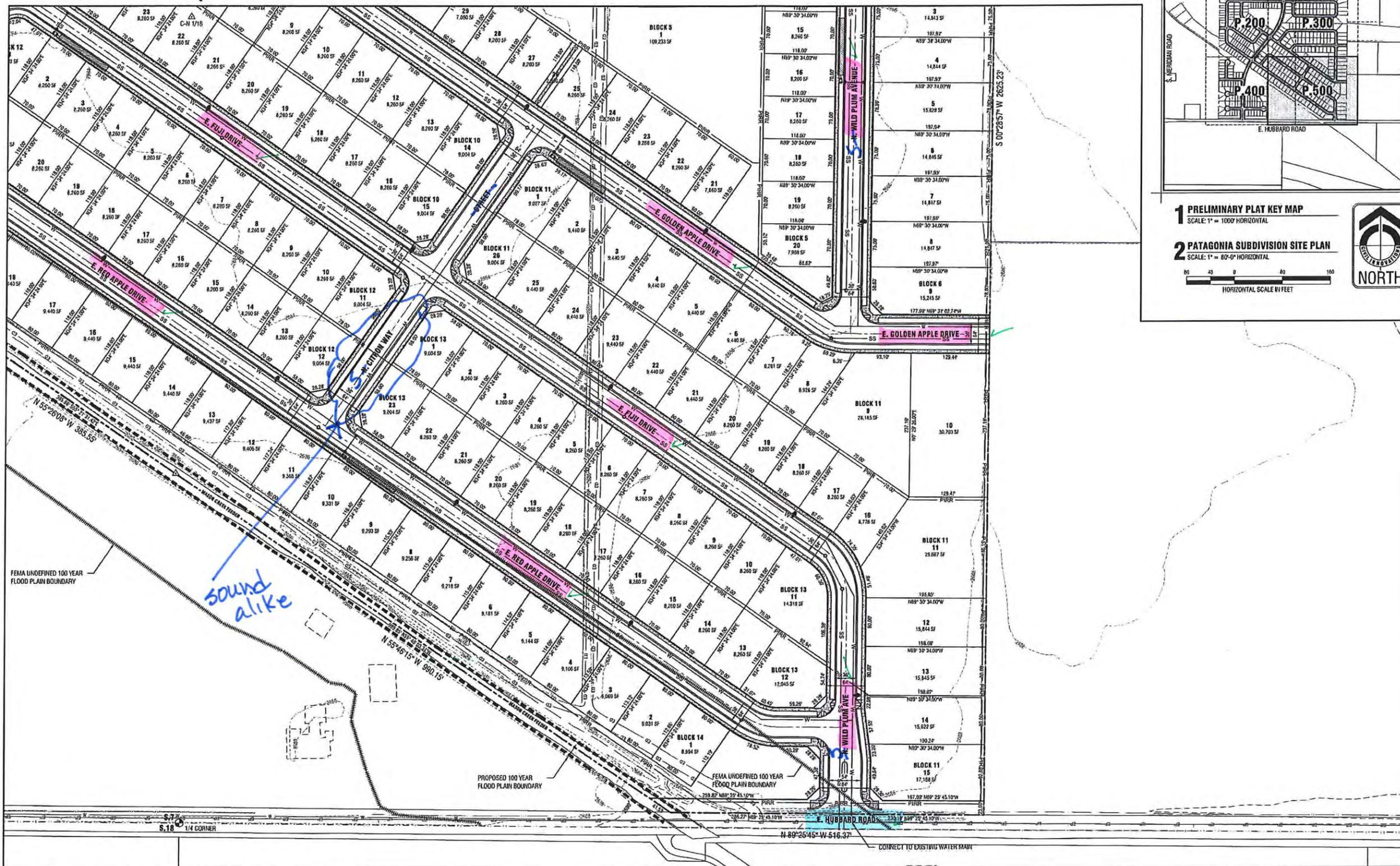
PROJECT #	PATAGONIA
DWG FILE	13-0910-PA
DESIGNED BY	BT
DRAWN BY	KDH
CHECKED BY	BT
ISSUE DATE	11/01/2013
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

P.400
SHEET 4 OF 5

PATAGONIA SUBDIVISION - 2013 PRELIMINARY PLAT

S/E Corner

KUNA, IDAHO
LOCATED IN THE S 1/2 OF SECTION 7,
T. 2N., R. 1E., B.M., CITY OF KUNA, ADA COUNTY, IDAHO



CIVIL INNOVATIONS, PLLC
P.O. Box 170811
Boise, ID 83717
Phone: (208) 914-0770
www.civil-innovations.com



REVISIONS

NO.	DESCRIPTION	BY	DATE

PATAGONIA SUBDIVISION
KUNA, IDAHO
PRELIMINARY PLAT

PROJECT #	PATAGONIA
DWG FILE	13-0910-PA
DESIGNED BY	BT
DRAWN BY	KDH
CHECKED BY	BT
ISSUE DATE	11/01/2013
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

P.500
SHEET 5 OF 5

Ben Thomas

From: Jerry Hastings <jhastings@adaweb.net>
Sent: Wednesday, February 19, 2014 9:25 AM
To: Ben Thomas
Subject: Patagonia Subdivision Name Reservation

RECEIVED

JUL 29 2014

CITY OF KUNA

February 19, 2014

Ben Thomas, PE
 Civil Innovations, PLLC

RE: Subdivision Name Reservation: "**Patagonia Subdivision**"

Dear Ben,

At your request, I will reserve the name "**Patagonia 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 next ten (10) years unless the project is terminated by the client or 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
Ex Officio Recorder
 Ada County Development Services
 200 W. Front St., Boise, ID 83702
 (208) 287-7912 office
 (208) 287-7909 fax

From: Ben Thomas [mailto:ben@civil-innovations.com]
Sent: Wednesday, February 19, 2014 9:14 AM
To: Jerry Hastings
Subject: RE: Subdivision Name Request

Sorry, I should have included that in the request. The parcel number is S1407347110.

Thanks,

Ben Thomas, PE
 Civil Innovations, PLLC
 P.O. Box 170811
 Boise, ID 83717
ben@civil-innovations.com
 Office: (208) 884-8181
 Cell: (208) 914-0770

From: Jerry Hastings [mailto:jhastings@adaweb.net]
Sent: Wednesday, February 19, 2014 9:12 AM

CITY OF KUNA



City of Kuna
**COMMITMENT TO
PROPERTY POSTING**

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

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

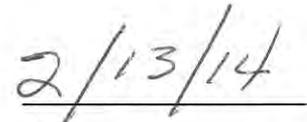
Per City Code 5-1A-8, the applicant for all applications requiring a public hearing shall post the subject property not less than ten (10) days prior to the hearing. The applicant shall post a copy of the public hearing notice or the application (s) on the property under consideration.

The applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the City no later than seven (7) days prior to the public hearing attesting to where and when the sign (s) were posted. Unless such Certificate is received by the required date, the hearing will be continued.

The sign (s) shall be removed no later than three (3) days after the end of the public hearing for which the sign (s) had been posted.

I am aware of the above requirements and will comply with the posting requirements as stated in Kuna City Code 5-1A-8


Applicant/agent signature


Date



EXECUTIVE SUMMARY

Introduction

Thompson Engineers, Inc. has been retained to prepare a traffic impact study for the proposed Patagonia Subdivision in Kuna, Idaho, approximately as shown in **Figure 1**. The purpose of this study is to evaluate the potential traffic impacts resulting from the project and make recommendations for mitigation of the impacts. The study is prepared in accordance with the requirements of the Ada County Highway District.

Proposed Development

The project is residential development including approximately 470 single family dwelling units. This project was originally submitted and approved in 2007, as a much larger subdivision. None of the originally approved development has been constructed. A preliminary site plan of the reduced plan is shown in **Figure 2**.

The site is expected to access the transportation system via Hubbard Road

Study Area

The area of influence is anticipated to be Ada County, Idaho, including the vicinity of Kuna. The primary impacts will be along Hubbard Road and Locust Grove Road. The study area will include the intersections of SH69 and Hubbard Road, Hubbard Road and Locust Grove Road, Columbia Road and Locust Grove Road, Lake Hazel Road and Locust Grove Road, and Amity Road and Locust Grove Road.

Findings

The intersections and roadways will operate at acceptable levels of service in the build out year with the addition of site generated traffic, with the exception of the intersection of Hubbard Road and SH 69. This intersection will require the installation of a traffic signal, which is currently included in the ACHD 5 year Capital Improvement Plan. The results of the capacity analysis is summarized in the following tables:

Table 3A - LOS Summary AM Peak Hour Conditions	2014			2020					
	Existing			Background			Total		
	Delay s/v	v/c	LOS	Delay s/v	v/c	LOS	Delay s/v	v/c	LOS
Locust Grove and Amity	10.5		B	11.6		B	12.3		B
Locust Grove and Lake Hazel	8.7		A	9.1		A	9.7		A
Locust Grove and Columbia	11.5	0.09	B	11.9	0.10	B	14.0	0.28	B
Locust Grove and Hubbard	9.4	0.05	A	9.5	0.1	A	11.0	0.07	B
SH69 and Hubbard Road with signal	23.5	0.52	C	37.6	0.7	E	136.9	1.16	F
							23.6		C
Citrus Tree and Hubbard							11.2	0.29	B
Wild Plum and Hubbard							11.0	0.2	B

Table 3B - LOS Summary PM Peak Hour Conditions	2011			2020					
	Existing			Background			Total		
	Delay s/v	v/c	LOS	Delay s/v	v/c	LOS	Delay s/v	v/c	LOS
Locust Grove and Amity	11.0		B	12.4		B	13.5		B
Locust Grove and Lake Hazel	8.4		A	8.6		A	9.6		A
Locust Grove and Columbia	11.0	0.07	B	11.9	0.12	B	13.7	0.24	B
Locust Grove and Hubbard	9.4	0.06	A	9.5	0.1	A	11.0	0.67	B
SH69 and Hubbard Road with signal	39.2	0.41	E	46.4	0.6	E	227.0 14.6	1.14	F B
Citrus Tree and Hubbard							11.6	0.20	B
Wild Plum and Hubbard							10.1	0.21	B

Conclusions

Below are the findings of this report:

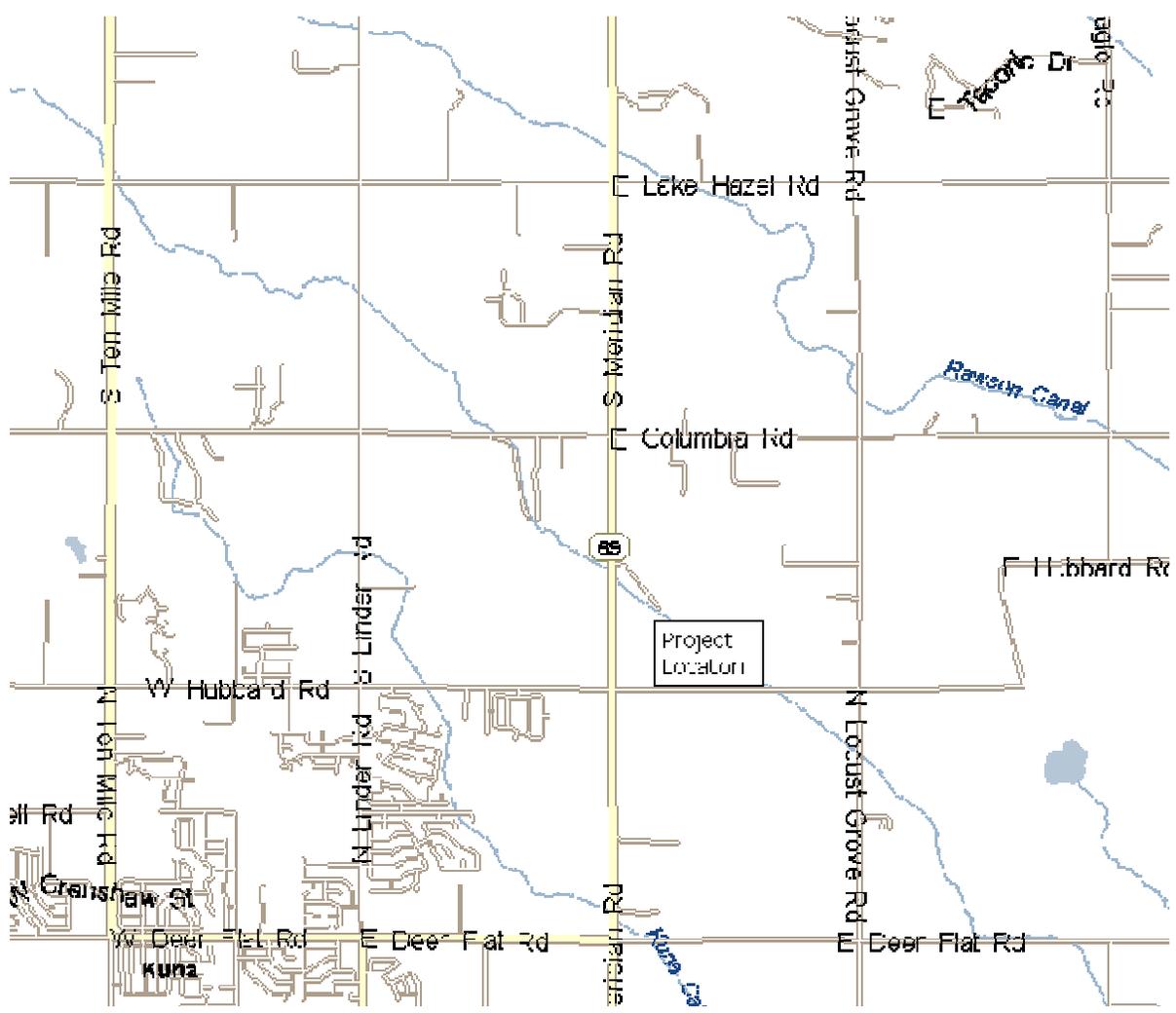
- Based on the trip generation methods recommended in the Trip Generation Manual, the site will generate 4474 trips per day of which 352 trips will occur during the AM peak hour and 470 trips will occur during the PM peak hour.
- The site will access the transportation system by two collector road approaches on to Hubbard Road.
- The intersection of SH69 and Hubbard Road will operate at poor levels of service under background and will operate at LOS F under total traffic conditions in build out year. The critical peak hour is in the PM peak hour. The construction of a signal at this intersection is included in the ACHD Five Year Capital Improvement Plan.
- The intersection of Hubbard Road and Locust Grove Road will operate at acceptable levels of service under background and total traffic conditions in the build out year as a two way stop controlled intersection. The critical peak hour is in the PM peak hour.
- The intersection of Columbia Road and Locust Grove Road will operate at acceptable levels of service under background and total traffic conditions in the build out year as a two way stop controlled intersection. The critical peak hour is in the PM peak hour.
- The intersection of Lake Hazel Road and Locust Grove Road will operate at acceptable levels of service under background and total traffic conditions in the build out year as an all way stop controlled intersection. The critical peak hour is in the PM peak hour.
- The intersection of Amity Road and Locust Grove Road will operate at acceptable levels of service under background and total traffic conditions in the build out year as an all way stop controlled intersection. The critical peak hour is in the PM peak hour.
- Hubbard Road, Amity Road and three segments of Locust Grove Road were reviewed for roadway segment capacity. All five segments are predicted to carry significantly less than the maximum one way volume to allow operation at LOS D,
- The proposed site plan provides good internal. All roadways with front on housing are anticipated to have less than 1000 vehicles per day. Future development may require additional connections to the transportation system to prevent overloading the proposed local roads.

INTRODUCTION

Thompson Engineers, Inc. has been retained to prepare a traffic impact study for the proposed Patagonia Subdivision in Kuna, Idaho, approximately as shown in **Figure 1**. The purpose of this study is to evaluate the potential traffic impacts resulting from the project and make recommendations for mitigation of the impacts. In particular, the scope of the study includes the following:

- Trip Generation of the proposed development
- Trip distribution and traffic assignment of the site generated traffic
- The capacity of the transportation system to support the development.
- Intersection treatment of the site access points.

Figure 1 Project Location

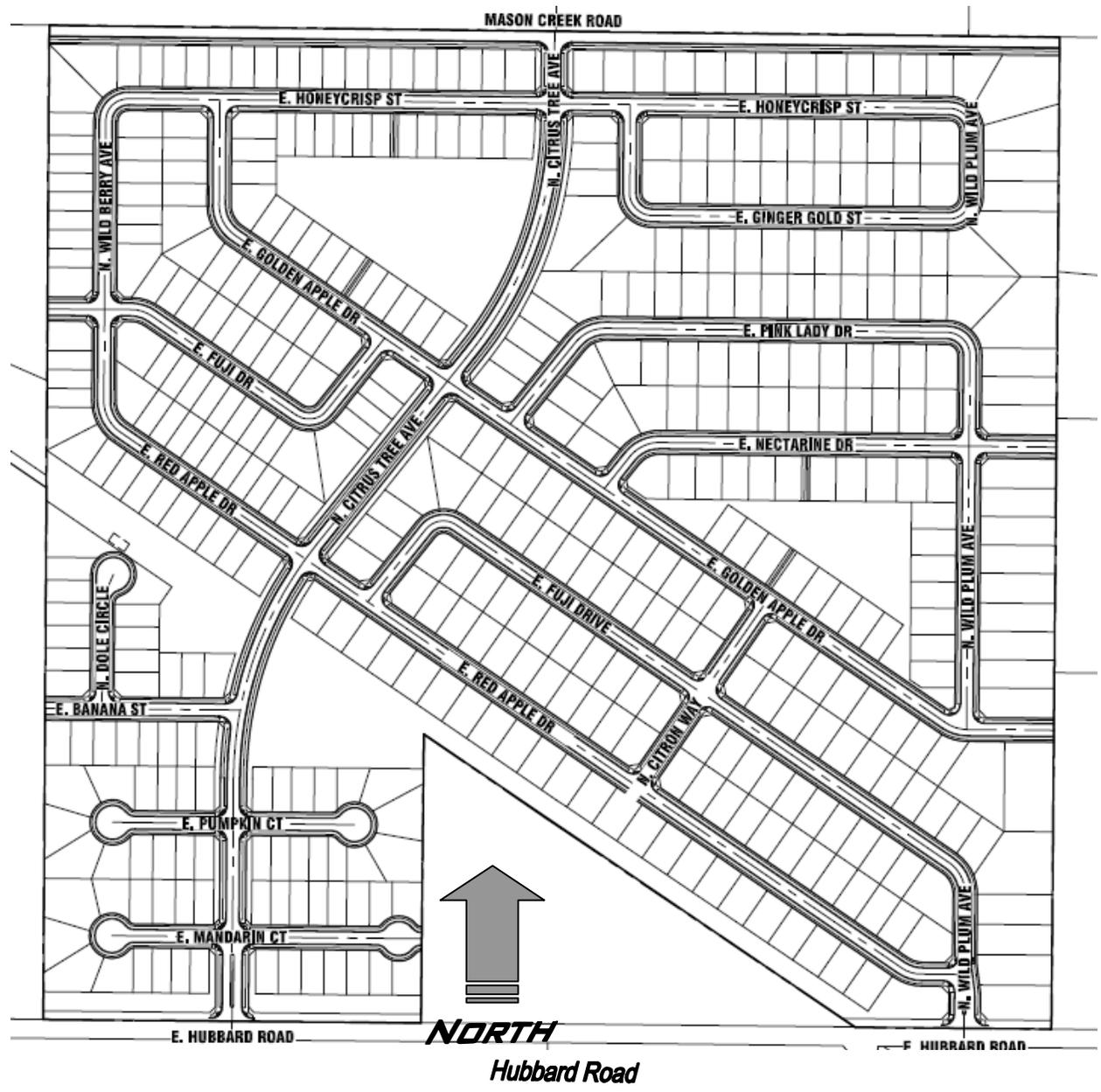


**PROPOSED
DEVELOPMENT**

The project is residential development including approximately 470 single family dwelling units. This project was originally submitted and approved in 2007, as a much larger subdivision. None of the originally approved development has been constructed. A preliminary site plan of the reduced plan is shown in **Figure 2**.

The site is expected to access the transportation system via Hubbard Road.

Figure 2 Preliminary Site Plan



STUDY AREA CONDITIONS

Study Area

The area of influence is anticipated to be Ada County, Idaho, including the vicinity of Kuna. The primary impacts will be along Hubbard Road and Locust Grove Road. The study area will include the intersections of SH69 and Hubbard Road, Hubbard Road and Locust Grove Road, Columbia Road and Locust Grove Road, Lake Hazel Road and Locust Grove Road, and Amity Road and Locust Grove Road.

Land Use

The site is within the Kuna city area of impact and is currently vacant. Existing zoning and land uses are for single family dwellings.

STUDY PERIOD

Build Out Year

The Build out Year for this project is assumed to be 2020 to correspond with COMPASS data. The actual build out of the site will depend on market conditions and project implementation.

Horizon Year

2030 was selected as the horizon year, in accordance with the requirements of the Ada County Highway District.

EXISTING CONDITIONS

Traffic Volumes

AM and PM Traffic counts were obtained at the intersections in the study area the week of January 23, 2014. Existing AM Peak Hour traffic volumes are shown in **Figure 3A**. Existing PM Peak Hour traffic volumes are shown in **Figure 3B**.

Road System

Hubbard Road is classified as a minor arterial road by COMPASS. In the vicinity of this project, it has two through lanes with no curb gutter or sidewalk. Lanes are approximately 12 feet wide. There are multiple driveways on both sides of the highway. It has a posted speed of 45 MPH in front of the project.

Locust Grove Road is classified as a minor arterial road by COMPASS. In the vicinity of this project, it has two through lanes with no curb gutter or sidewalk. Lanes are approximately 12 feet wide. There are multiple driveways on both sides of the highway. It has a posted speed of 50 MPH the vicinity of the project.

Amity Road is classified as a minor arterial road by COMPASS. In the vicinity of this project, it has two through lanes with no curb gutter or sidewalk. Lanes are approximately 12 feet wide. There are multiple driveways on both sides of the highway. It has a posted speed of 50 MPH in the vicinity the project.

SH69, or Meridian Road is classified as a major arterial road by COMPASS. In the vicinity of this project, it has two through lanes in each direction, a center left turn lane with no curb gutter or sidewalk. Lanes are approximately 12 feet wide. There are few driveways on both sides of the highway. It has a posted speed of 55 MPH in the vicinity of the project.

Figure 3A, Existing AM Peak Hour Conditions

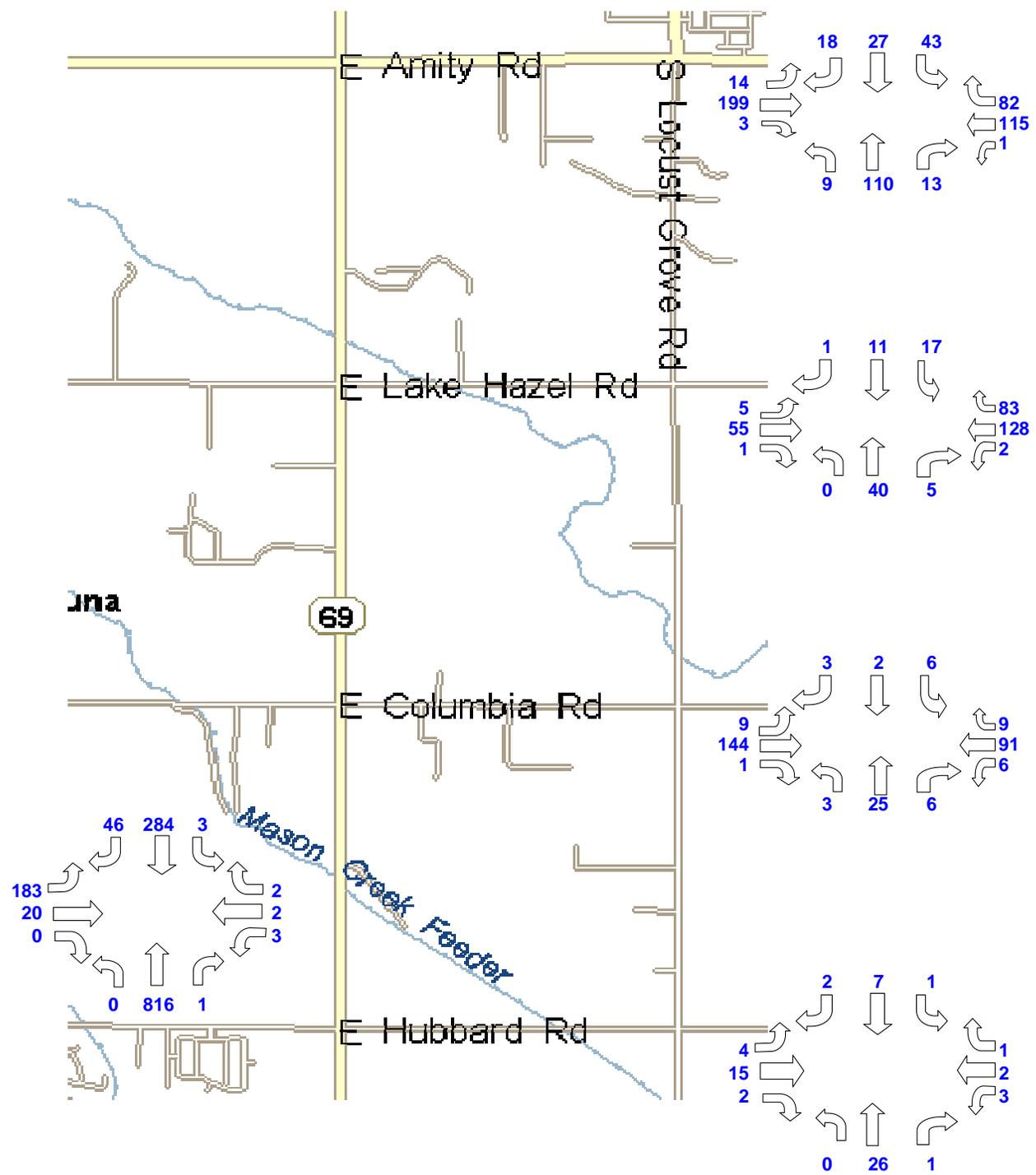
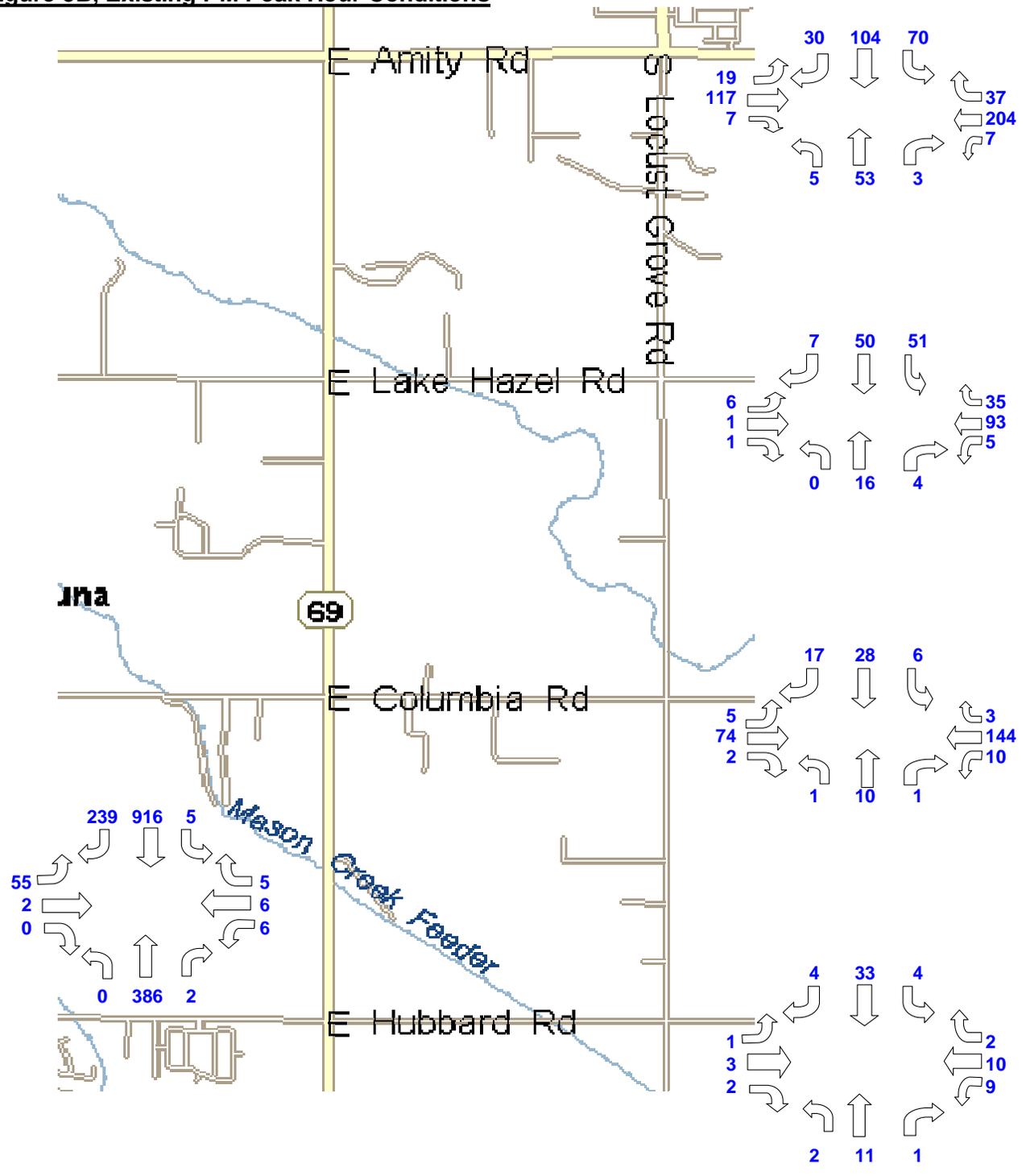


Figure 3B, Existing PM Peak Hour Conditions



System Improvements

The ACHD 5 year plan includes the signalization of SH69 and Hubbard Road. The project is in planning development. The 20 year Capital Improvement plan indicates that new lanes will not be added. It also indicates that ITD will be making improvements. It is assumed that these will not be capacity improvements.

Daily Traffic

Daily traffic counts were obtained by L2 Data Collection the week of January 23, 2014. Daily traffic and the peak directional flow for AM and PM peak hours are shown in Table 1. Copies of the count reports are included in the appendix.

Tables 1 – Daily Traffic Counts

Roadway Segment	Location	ADT Count	Peak AM Direction	Peak PM Direction	Date
Hubbard Road	E. of SH69	290	20	22	January 24, 2014
Locust Grove	N. of Hubbard	561	35	41	January 23, 2014
Locust Grove	N. of Columbia	823	45	67	January 23, 2014
Locust Grove	N. of Lake Hazel	1643	130	113	January 23, 2014
Amity	E. of Locust Grove	4313	289	274	January 23, 2014

PROJECTED TRAFFIC

Background Traffic

Future traffic is obtained by expanding the existing traffic volumes by a growth factor. Growth rates in Ada County have been very low, or even negative for the past seven years. The average growth rate from the 2002 study compared to the 2013 counts was slightly higher than 1% along State Street. Based on this information, a growth factor of 2% per year is used. Background AM Peak Hour traffic for build out year is shown in **Figure 4A**. Background PM Peak Hour traffic for the build out year is shown in **Figure 4B**.

Horizon year traffic projections should be viewed with caution. Due to the effects of a compounding growth rate over time, even low growth rates can have significant impacts. Review of horizon year analysis should be limited to future right-of-way preservation, and additional planning issues.

Off Site Traffic

The Merlin Subdivision is a major mixed used development located two miles south on SH 69. This development is in the approval process. Traffic from this development is added to the SH 69 traffic and was obtained from the original traffic study. This traffic is included in the background traffic. The site traffic from the Merlin Subdivision information is included in the appendix of this report.

Figure 4A, Background 2020 AM Peak Hour Conditions

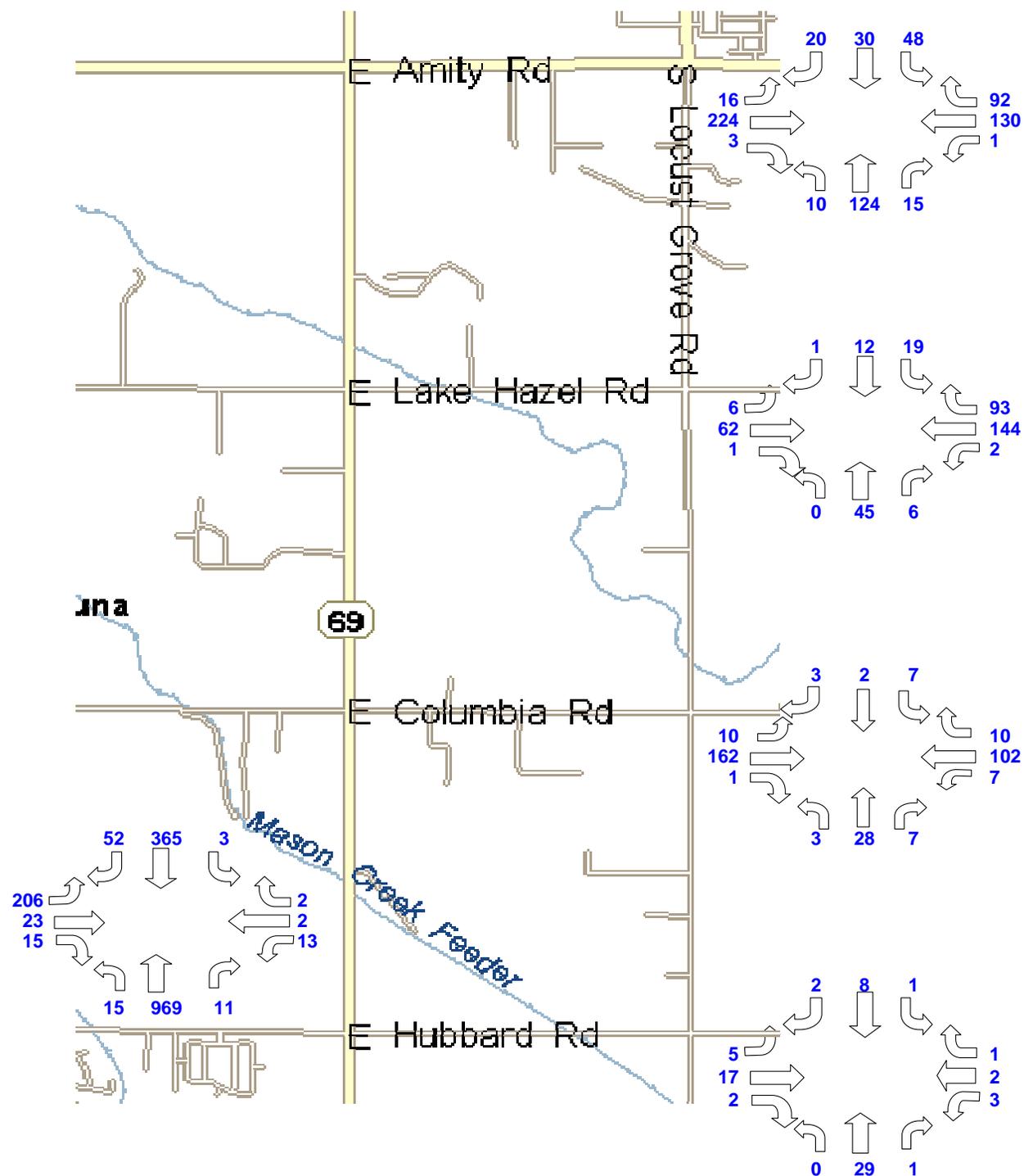
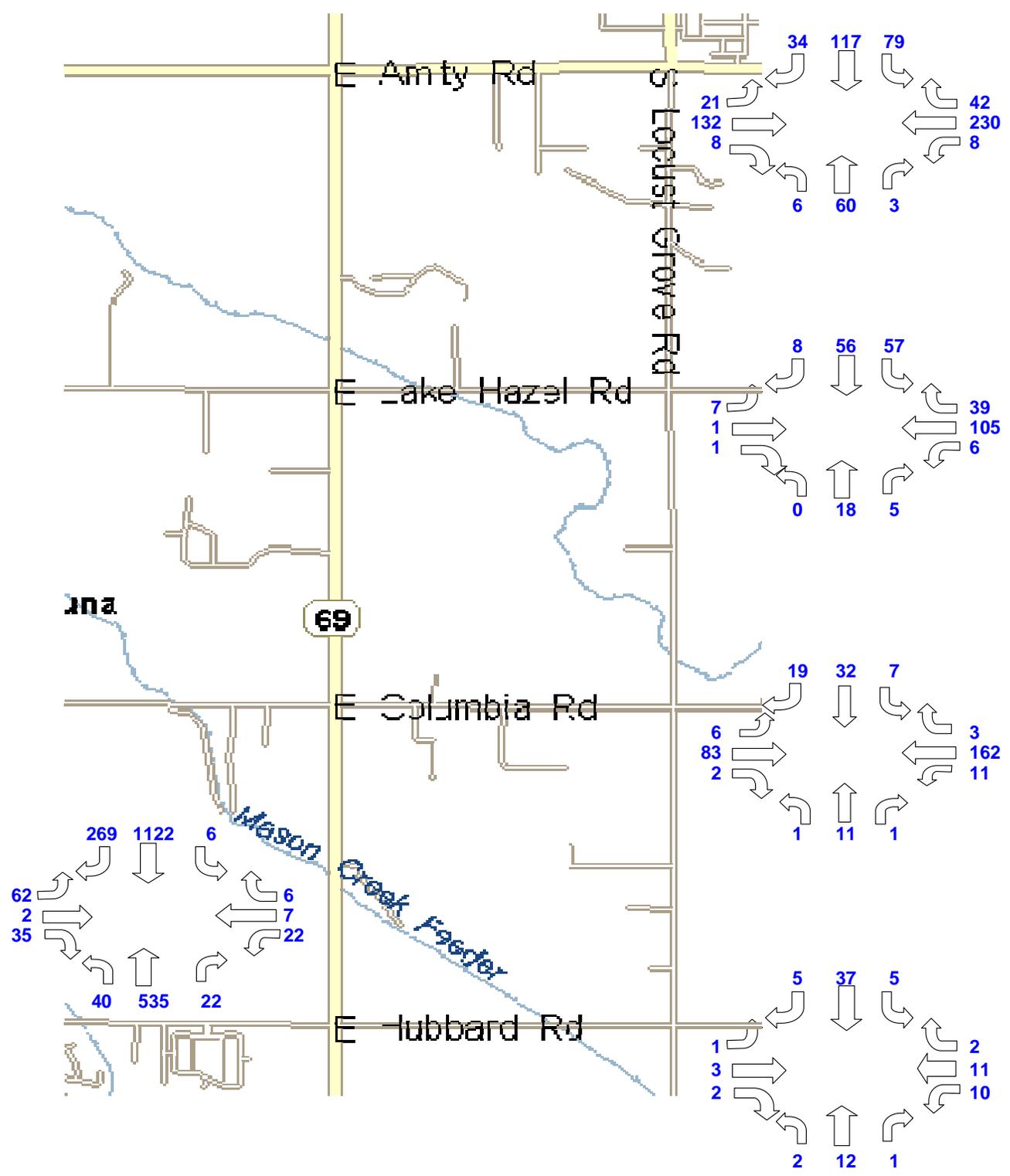


Figure 4B, Background 2020 PM Peak Hour Conditions



Trip Generation

Site trip generation is estimated using the procedures recommended in the latest edition of the Trip Generation Manual (9th edition), published by the Institute of Transportation Engineers, in the absence of site-specific data. The site trip generation is obtained by applying the trips generation rates obtained from the Manual for each category of land use within the development. **Table 2** shows the trip generation of the site.

Tables 2A - 2C Daily Trip Generation Calculation

Table 2A - Summary of Trip Generation

Average Weekday Driveway Volumes

ITE Code	Land Use	No.	Units	24 hr 2-Way		Total
				Rate	Total	
210	Single Family Dwelling Units	470	DU	9.52	4474	4474
Total					4474	4474

Table 2B - Summary of Trip Generation

Average Weekday PM Peak Hour Driveway Volumes

ITE Code	Land Use	No.	Units	Enter		Enter Total	Exit		Exit Total	Total
				Rate	Total		Rate	Total		
210	Single Family Dwelling Units	470	DU	0.63	296	296	0.37	174	174	470
Total					296	296		174	174	470

Table 2C - Summary of Trip Generation

Average Weekday AM Peak Hour Driveway Volumes

ITE Code	Land Use	No.	Units	Enter		Enter Total	Exit		Exit Total	Total
				Rate	Total		Rate	Total		
210	Single Family Dwelling Units	470	DU	0.19	88	88	0.56	264	264	352
Total					88	88		264	264	352

Trip Distribution

In order to determine impacts, the trips generated by the site must be distributed to destinations throughout Ada County and assigned to the transportation system. Based on current travel patterns, the modal split is negligible, so all trips are assigned to vehicles, and the vehicles are assigned to the roadway system. The distribution for this development is based on information obtained from COMPASS and current travel patterns. The site traffic distribution for the development is shown in **Figure 5**.

Figure 5 Site Traffic Distribution

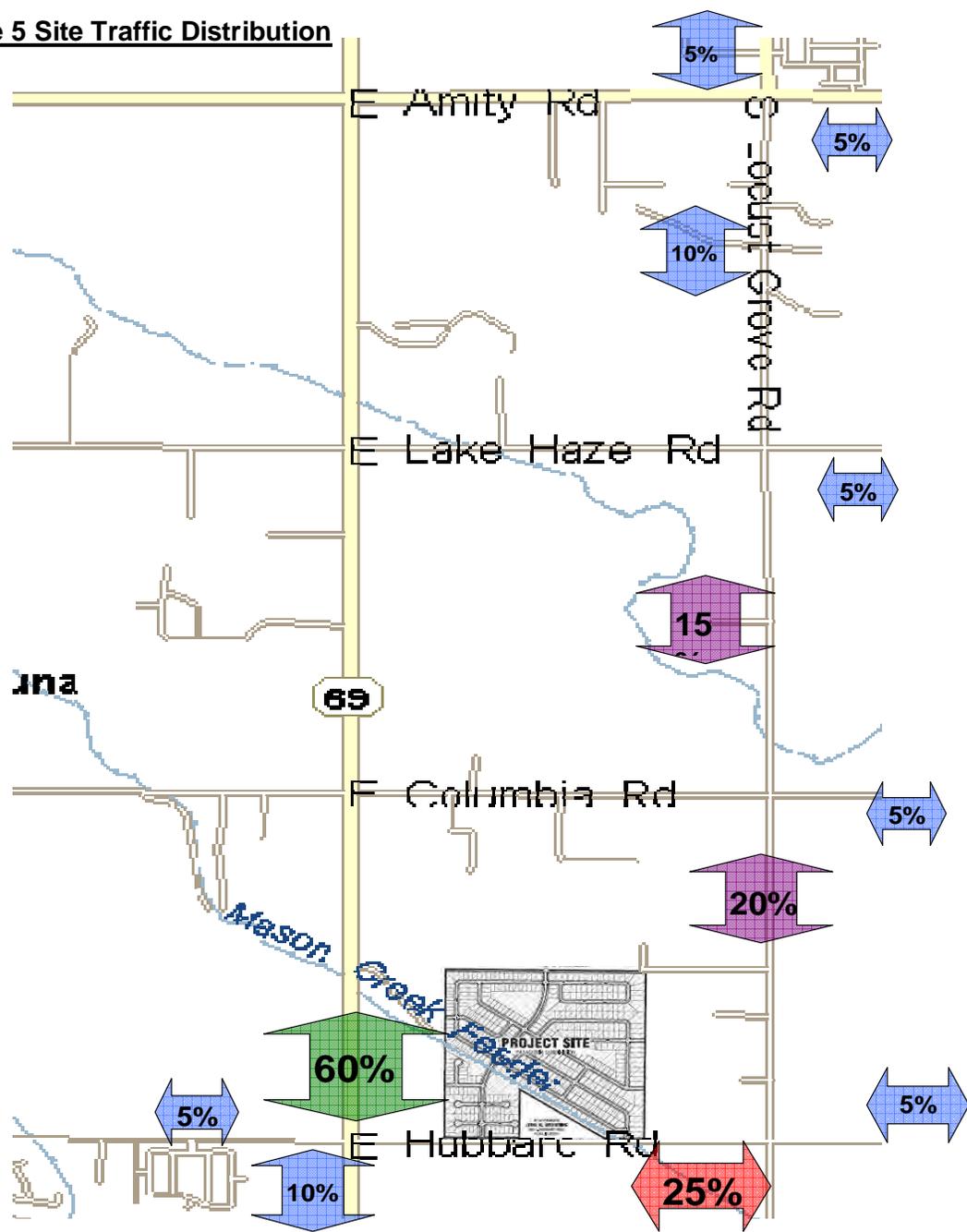
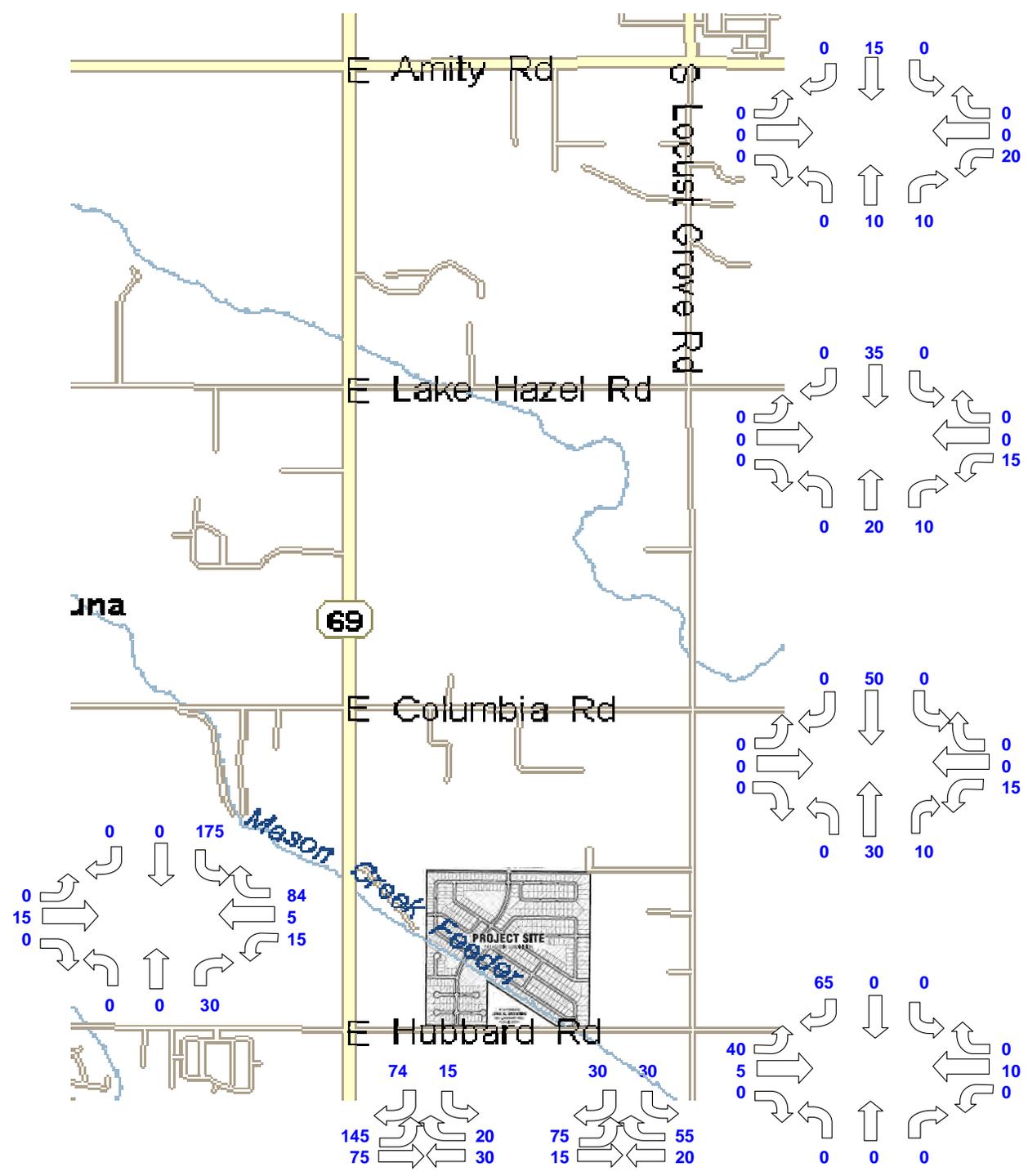


Figure 6B Site Traffic, PM Peak Hour



Total Traffic

The site traffic is then added to the background traffic as determined above. **Figure 7A** shows the total traffic at each intersection for AM peak hour conditions. **Figure 7B** shows the total traffic at each intersection for PM peak hour traffic conditions for the build out year of 2020.

Figure 7A, Total Traffic, 2020, AM Peak Hour

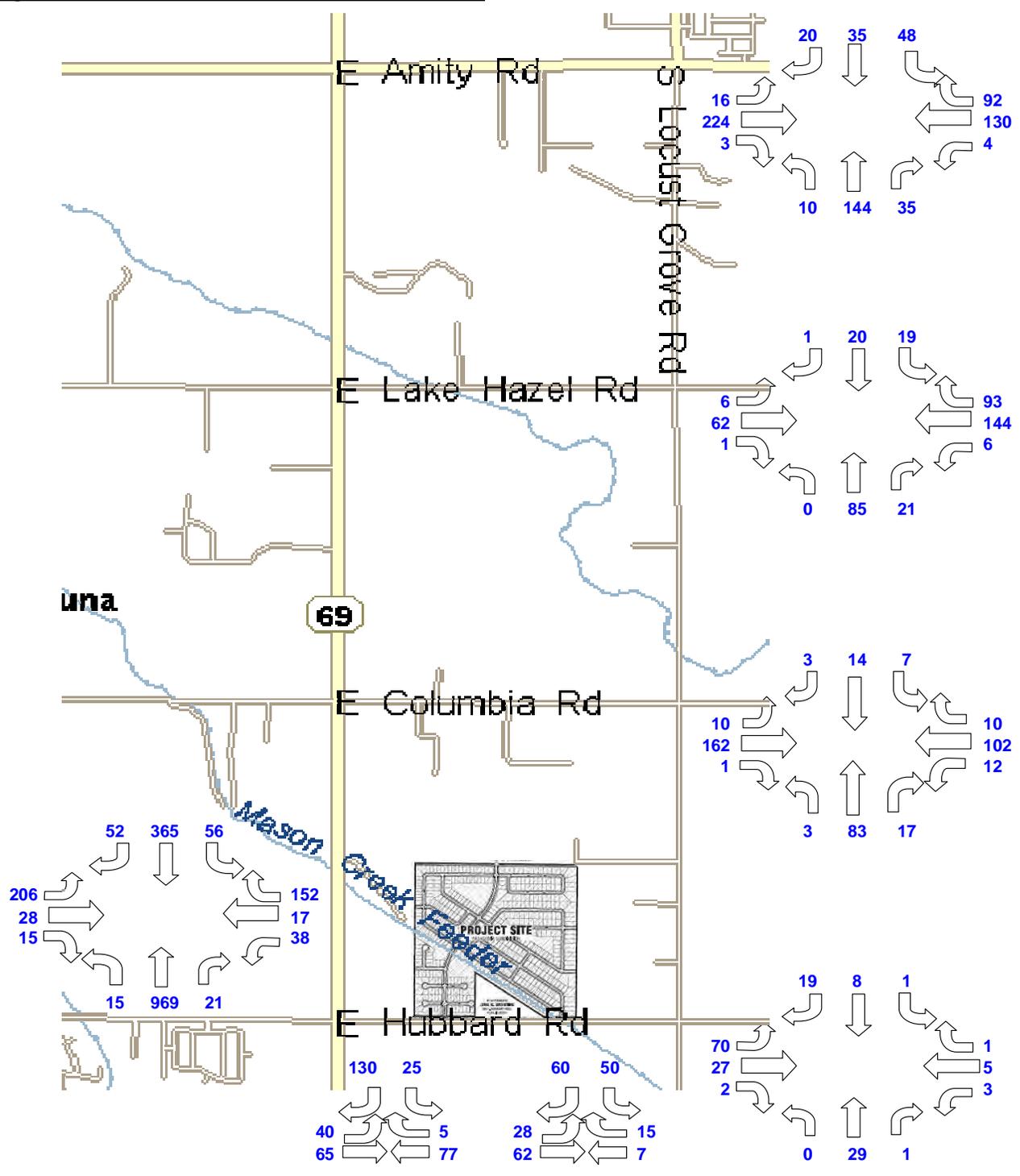
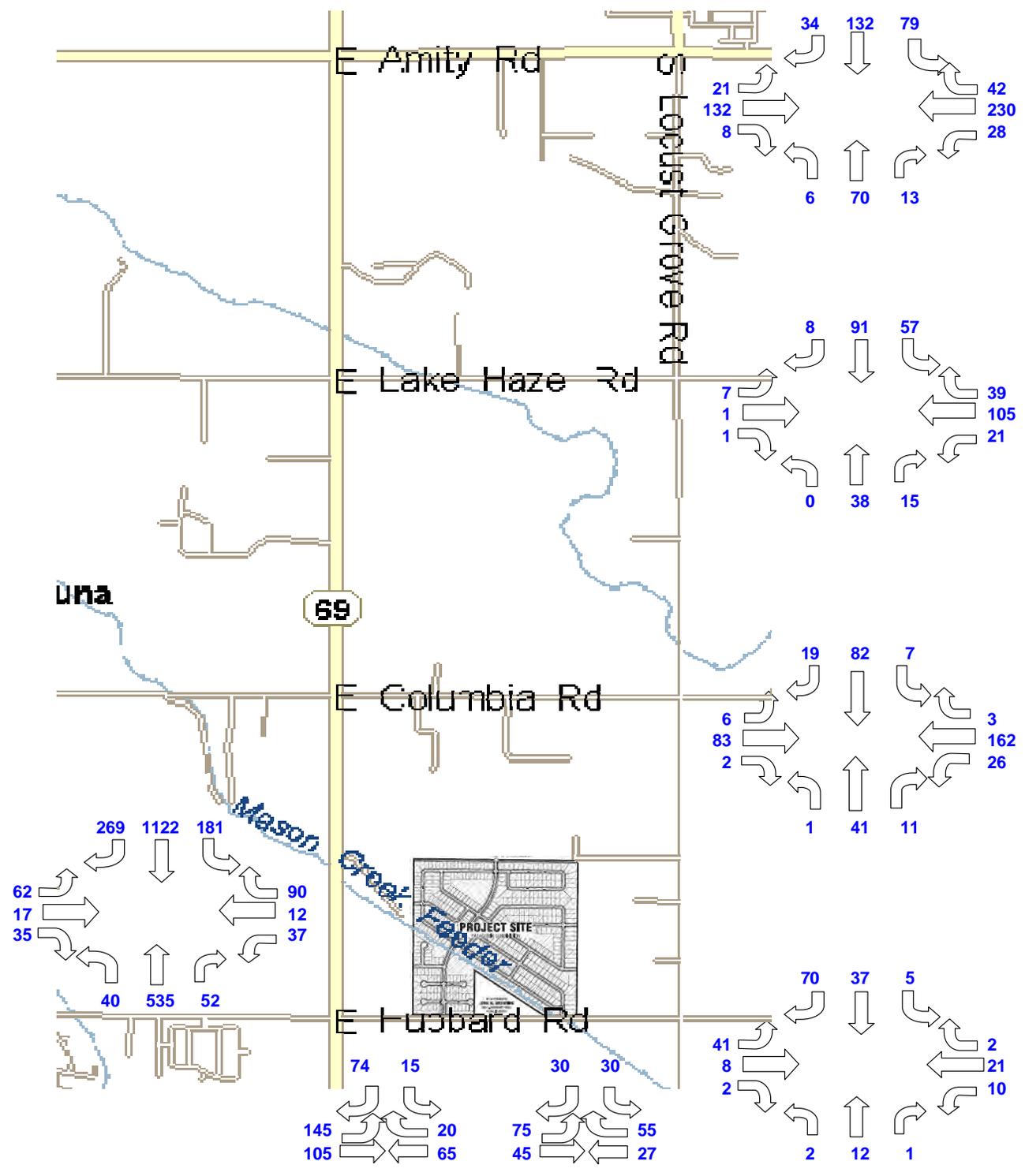


Figure 7B, Total Traffic, 2020, PM Peak Hour



TRAFFIC ANALYSIS

Capacity Analysis and Level of Service

Capacity analysis was performed using the Highway Capacity Software (HCS2010), based on the 2010 edition of the Highway Capacity Manual. Level of service for both stop controlled intersections and roundabout controlled intersections are based on the average delay of vehicles traveling through the intersection. For stop-controlled intersections, the average delay incurred by the minor movements is used to determine the level of service. Copies of the calculations are included in the appendix of this report.

Both AM and PM peak hour volumes are analyzed in the report. **Table 3A** shows the AM peak hour intersection. **Table 3B** shows the PM peak intersection analysis.

Table 3A – AM Peak Hour Intersection Analysis Summary

Table 3A - LOS Summary AM Peak Hour Conditions	2014			2020					
	Existing			Background			Total		
	Delay s/v	v/c	LOS	Delay s/v	v/c	LOS	Delay s/v	v/c	LOS
Locust Grove and Amity	10.5		B	11.6		B	12.3		B
Locust Grove and Lake Hazel	8.7		A	9.1		A	9.7		A
Locust Grove and Columbia	11.5	0.09	B	11.9	0.10	B	14.0	0.28	B
Locust Grove and Hubbard	9.4	0.05	A	9.5	0.1	A	11.0	0.07	B
SH69 and Hubbard Road	23.5	0.52	C	37.6	0.7	E	136.9	1.16	F
with signal							23.6		C
NB Approach							17.5	0.53	B
SB Approach							12.1	0.21	B
EB Approach							42.7	0.80	D
WB Approach							59.5	0.87	E
Citrus Tree and Hubbard							11.2	0.29	B
Wild Plum and Hubbard							11.0	0.2	B

Table 3B – PM Peak Hour Intersection Analysis Summary

Table 3B - LOS Summary PM Peak Hour Conditions	2011			2020					
	Existing			Background			Total		
	Delay s/v	v/c	LOS	Delay s/v	v/c	LOS	Delay s/v	v/c	LOS
Locust Grove and Amity	11.0		B	12.4		B	13.5		B
Locust Grove and Lake Hazel	8.4		A	8.6		A	9.6		A
Locust Grove and Columbia	11.0	0.07	B	11.9	0.12	B	13.7	0.24	B
Locust Grove and Hubbard	9.4	0.06	A	9.5	0.1	A	11.0	0.67	B
SH69 and Hubbard Road	39.2	0.41	E	46.4	0.6	E	227.0	1.14	F
with signal							14.6		B
NB Approach							8.6	0.27	A
SB Approach							11.5	0.62	B
EB Approach							49.0	0.41	D
WB Approach							55.9	0.78	E
Citrus Tree and Hubbard							11.6	0.20	B
Wild Plum and Hubbard							10.1	0.21	B

Intersection Analysis

All of the intersections under study are anticipated to function at an acceptable LOS through total AM and total PM peak hour traffic conditions in the build out year of 2020 with the exception of Hubbard Road and SH69. This intersection will require the installation of the planned traffic signal to operate at acceptable levels of service.

Roadway Analysis

Roadway segments are analyzed under horizon year peak hour traffic in accordance with Table 2 of the ACHD Development Policy Manual. The results are shown in Table 4.

Table 4 – Roadway Segment Analysis

Roadway	Existing	Background	Off Site	Site	Total
Hubbard Road E. of SH69	22	30	10	220	260
Locust Grove N. of Hubbard	35	50	10	65	125
Locust Grove N. of Columbia	67	90	10	50	150
Locust Grove N. of Lake Hazel	113	160	10	35	205
Amity E of Locust Grove	289	400	10	20	430

All of the roadway segments in the study are two lane, minor arterial roadways. Table 2 from section 7106 of the ACHD Development Policy Manual lists a maximum one way volume of 550 vehicles per hour in one direction for two lane minor arterials. All roadway segments in the study are expected to operate at LOS D or better in 2030.

Site Access

The developer is proposing to use two access points on Hubbard Road. Both access points will operate at an acceptable level of service.

Turn Lanes

A right turn lane is not warranted for Hubbard Rd at the site entrance based on the ACHD turn lane requirements. This is primarily due to the low volume on *Hubbard Road*. Analysis is shown in **Figure 8**.

A left turn lane is not warranted for Hubbard Road at the entrance to the site based on ACHD turn lane requirements. *Turn lanes area analyzed for both the east and west entrance and for AM and PM conditions.* Analysis is shown in **Figure 9**.

Figure 8 – ACHD Right Turn Lane Analysis for Two Lane Road

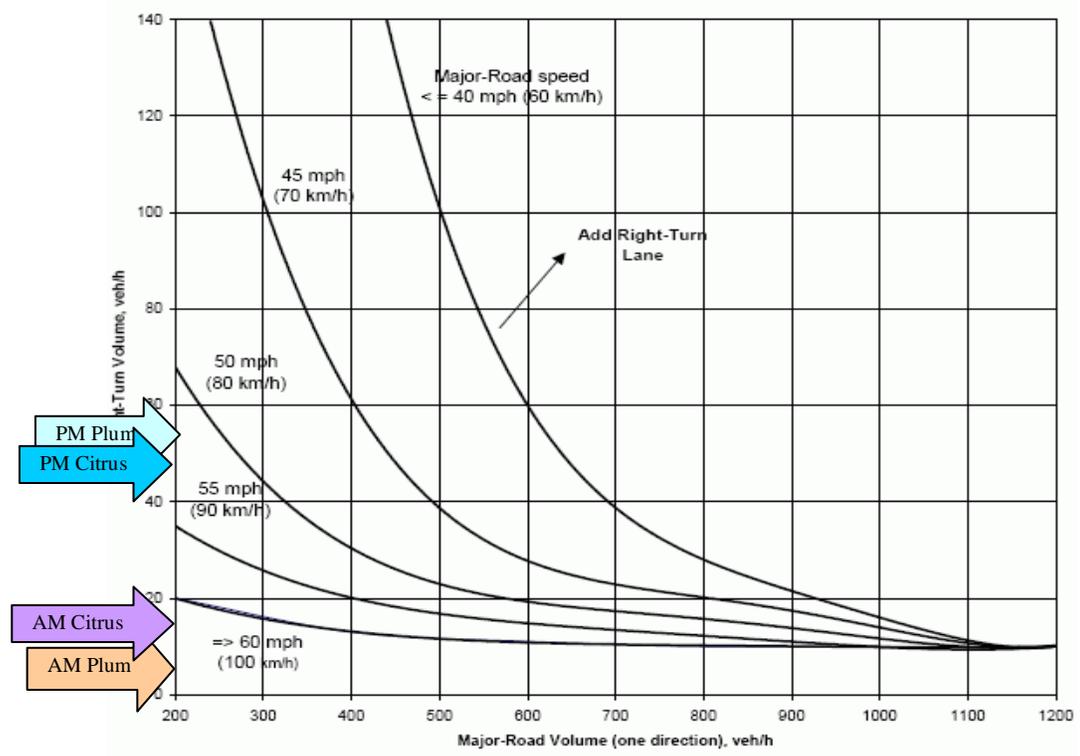
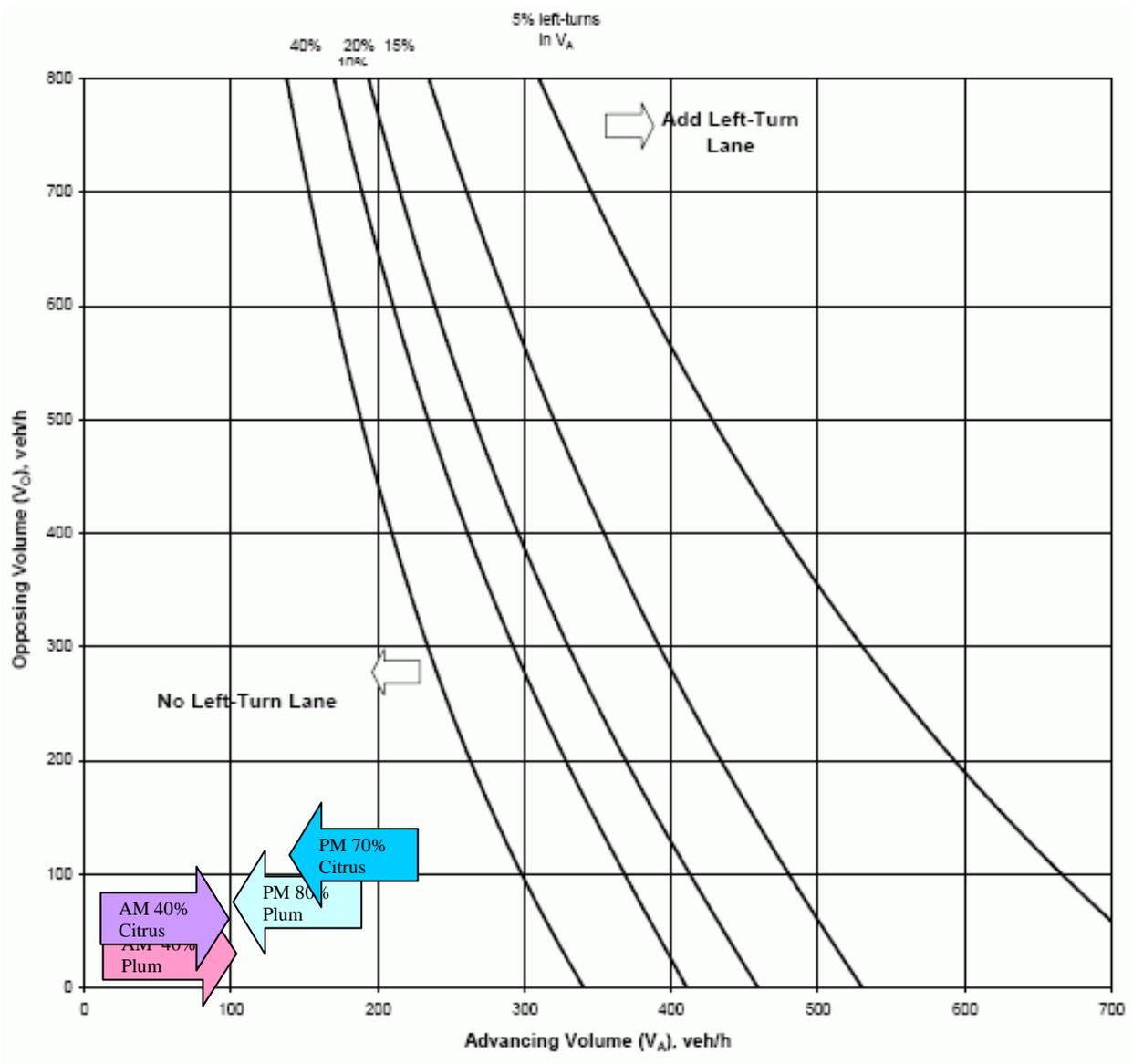


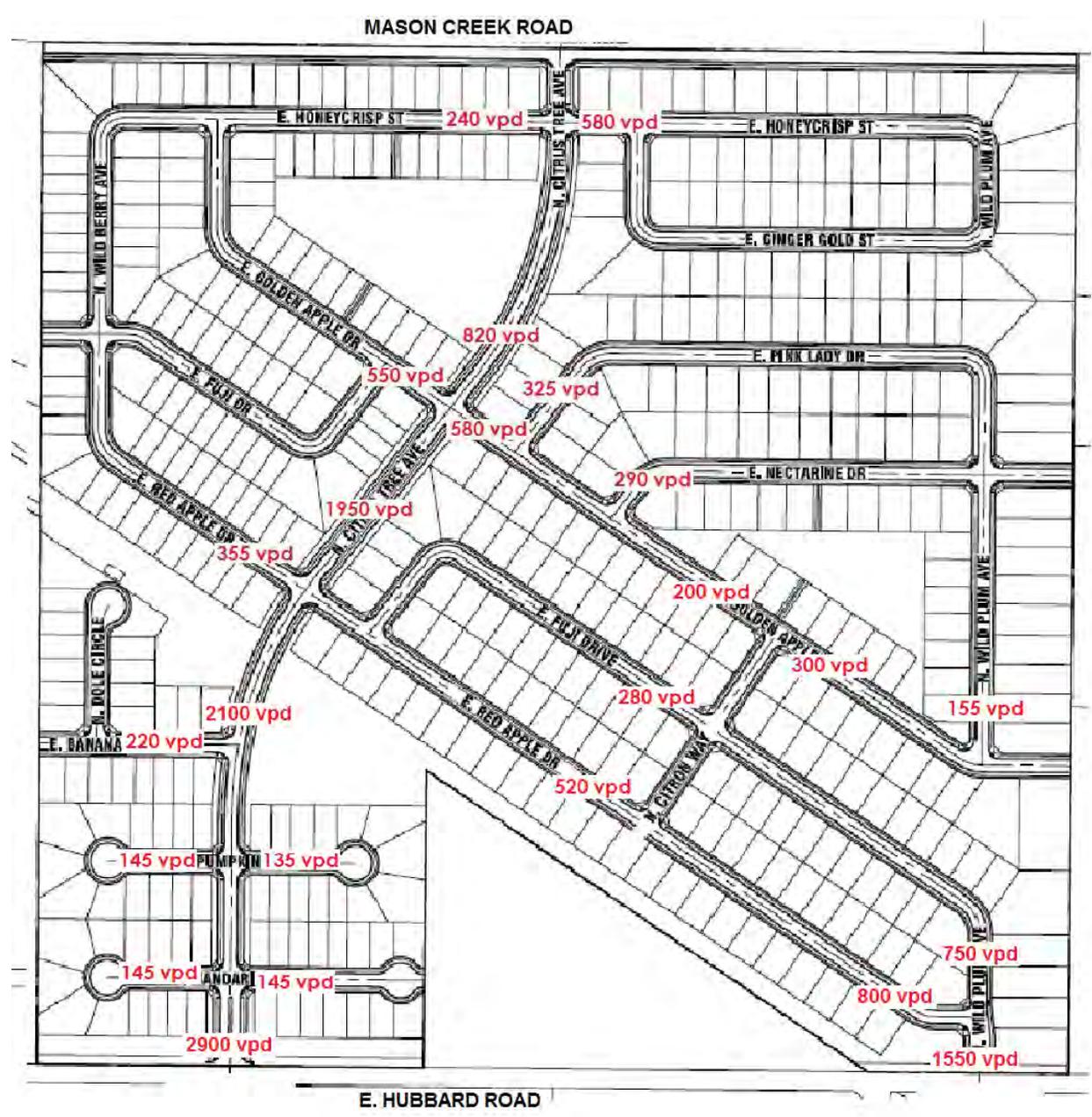
Figure 9 – ACHD Left Turn Lane Analysis Two Lane Road, 45 mph



Internal Circulation

Anticipated daily traffic volumes are shown in **Figure 10**. Traffic on all of the local roads should not exceed 1,000 vpd. The only road expected to exceed 1,000 vpd will not have front on housing and can function as a collector road. If future connections are made to SH69, this will provide alternate access to the transportation system and should reduce volumes on the collector roads.

Figure 10 – Internal Road Volumes



DISCUSSIONS

Roadway Improvements

Required Due to Existing Traffic Conditions

All stop controlled intersections and roadways function at an acceptable level of service under existing traffic conditions, except the intersection of SH 69 and Hubbard Road. This intersection is scheduled to have a signal installed under the Five Year Capital Improvement Plan. No improvements are required for any of the other intersections

Required Due to Background Traffic Conditions

All stop controlled intersections and roadways function at an acceptable level of service under Background traffic conditions, except the intersection of SH 69 and Hubbard Road. ***The critical approach is the eastbound approach with the left turn movement operating at LOS F.*** This intersection is scheduled to have a signal installed under the Five Year Capital Improvement Plan. No improvements are required for any of the other intersections.

Required Due to Total Traffic Conditions

Under total AM and total PM peak hour traffic conditions in the build out year of 2020, the intersection of SH69 and Hubbard Road will operate at LOS F as a stop controlled intersection. With the planned signal installed, the intersection will operate at an acceptable level of service without any additional capacity improvements. All of the other intersections under study will continue to operate at an acceptable level of service without capacity improvements.

The critical movement at the intersection of SH69 and Hubbard Road is the eastbound left turn movement. The Patagonia project will not add to this movement. Adding vehicles to the southbound left turn and the westbound through movement will cause further delay to the eastbound left turn movement. Virtually any additional traffic will increase the overall delay to the eastbound approach causing the approach to operate at LOS F.

Preservation of Right-of-Way

Horizon year traffic analysis should be reviewed for preservation of right-of-way.

All of the roadways included in the study will operate at an acceptable level of service under the predicted horizon year traffic with the current lane configurations. Both Hubbard Road and Locust Grove are section line roads and classified as minor arterial roadways. Right-of-way should be preserved for a center left turn lane on Hubbard Road.

On-site Traffic

The internal roadway system of will allow good site circulation and all local roads will operate below 1,000 vpd.

Stub roads are provided for future development. Additional access to the transportation system will be required if development occurs on these stub streets to prevent local roads from becoming overburdened. The northerly boundary of the project will construct 1/2 of Mason Creek Road. Mason Creek Road currently connects to SH 69. Completing this connection would provide access to the transportation system and relieve the left turning traffic at SH69 and Hubbard Road.

Mason Creek Road

The original study for this development included development to SH69 and extended Mason Creek Road to SH69, but did not connect to Mason Creek Road. However, ACHD policy will make it likely that Mason Creek Road will be completed between this development and will provide another connection to the transportation system. The primary users of this connection from the Patagonia subdivision will be those travelling to and from the north on SH69. How much of the Patagonia subdivision traffic will divert to Mason Creek will depend on the route of Mason Creek, the type of and the amount of development which will occur on other parcels. None of these are known at this time. For purposes of this study, we are assuming that 70% of the SH69 traffic would be diverted to Mason Creek if it were extended. Background traffic was obtained from COMPASS and based on current land uses for the TAZ. Traffic at the intersection is estimated to distribute as shown in **Figure 11**.

Figure 11A - 2020 AM TotalTraffic

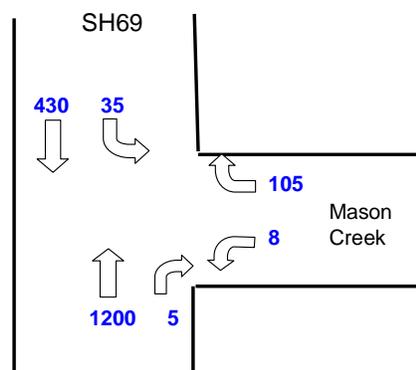
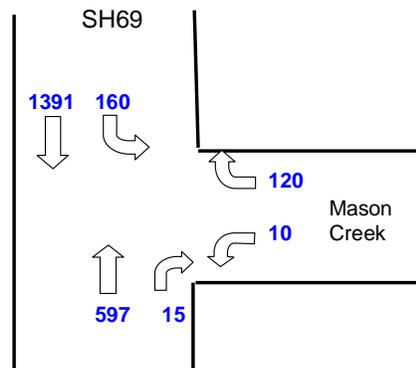


Figure 11B - 2020 PM TotalTraffic



It is assumed that the Mason Creek approach will have two lanes, and that SH69 will be 5 lanes as it exists today. Under these conditions, this intersection will operate at LOS B with an average delay of 12.2 seconds in the PM Peak hour. In the AM Peak hour, the intersection will operate at LOS C with an average delay of 15.0 seconds per vehicle.

Without knowledge of future development, the total impact at this intersection cannot be known. However, this connection would alleviate traffic at the intersection of SH69 and Hubbard Road.

CONCLUSIONS

This study identifies transportation impacts associated with the proposed Patagonia Subdivision in Kuna, Idaho. The development is a residential development. Below are the findings of this report:

- Based on the trip generation methods recommended in the Trip Generation Manual, the site will generate 4474 trips per day of which 352 trips will occur during the AM peak hour and 470 trips will occur during the PM peak hour.
- The site will access the transportation system by two collector road approaches on to Hubbard Road.
- The intersection of SH69 and Hubbard Road will operate at poor levels of service under background and will operate at LOS F under total traffic conditions in build out year. The critical peak hour is in the PM peak hour. The construction of a signal at this intersection is included in the ACHD Five Year Capital Improvement Plan.
- The intersection of Hubbard Road and Locust Grove Road will operate at acceptable levels of service under background and total traffic conditions in the build out year as a two way stop controlled intersection. The critical peak hour is in the PM peak hour.
- The intersection of Columbia Road and Locust Grove Road will operate at acceptable levels of service under background and total traffic conditions in the build out year as a two way stop controlled intersection. The critical peak hour is in the PM peak hour.
- The intersection of Lake Hazel Road and Locust Grove Road will operate at acceptable levels of service under background and total traffic conditions in the build out year as an all way stop controlled intersection. The critical peak hour is in the PM peak hour.
- The intersection of Amity Road and Locust Grove Road will operate at acceptable levels of service under background and total traffic conditions in the build out year as an all way stop controlled intersection. The critical peak hour is in the PM peak hour.
- Hubbard Road, Amity Road and three segments of Locust Grove Road were reviewed for roadway segment capacity. All five segments are predicted to carry significantly less than the maximum one way volume to allow operation at LOS D,
- The proposed site plan provides good internal. All roadways with front on housing are anticipated to have less than 1000 vehicles per day. Future development may require additional connections to the transportation system to prevent overloading the proposed local roads.



Neighborhood Meeting Certification

CITY OF KUNA PLANNING & ZONING * 763 W. Avalon, Kuna, Idaho, 83634 * www.cityofkuna.com * (208) 922-5274 * Fax: (208) 922-5989

GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 8-7A-3 of the Kuna City Code or ask one of our planners for more information on neighborhood meetings.

The meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 6 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: Annexation, Re-zone, and Preliminary Plat for Patagonia Subdivision

Date and time of neighborhood meeting: January 29, 2014 - 6:00 pm

Location of neighborhood meeting: Kuna City Library - Conference Room

SITE INFORMATION:

Location: Quarter: S 1/2 Section: 7 Township: 2N Range: 1E Total Acres: 150

Subdivision Name: Patagonia Subdivision

Site Address: E. Hubbard Road Lot: _____ Block: _____ Tax Parcel Number(s): S1407347110

Please make sure to include **all** parcels & addresses included in your proposed use.

CURRENT PROPERTY OWNER:

Name: Arbor Ridge, LLC

Address: PO Box 344 City: Meridian State: ID Zip: 83680

CONTACT PERSON (Mail recipient and person to call with questions):

Name: Ben Thomas Business (if applicable): Civil Innovations, PLLC

Address: PO Box 170811 City: Boise State: ID Zip: 83717

PROPOSED USE:

Application Type

- Annexation
- Re-zone
- Subdivision (Sketch Plat and/or Prelim. Plat)
- Special Use
- Variance
- Expansion of Extension of a Nonconforming Use
- Zoning Ordinance Map Amendment

Brief Description

Annex 150 acre property in to the City of Kuna

Change zoning to R-6

Patagonia Subdivision Preliminary Plat

APPLICANT:

Name: The Westpark Company, Inc.

Address: PO Box 344

City: Meridian State: ID Zip: 83680

Telephone: 888-9946 Fax: 888-9947

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 8-7A-3 of the Kuna City Code.

Ben Harris AGENT FOR WESTPARK CO.

Signature: (Applicant)

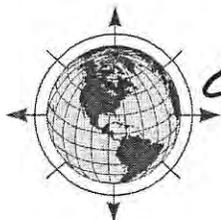
Date 2/01/2014

SIGN IN SHEET

PROJECT NAME: PATAGONIA SUB.

Date: 1/29/14

	<u>Name</u>	<u>Address</u>	<u>Zip</u>	<u>Phone</u>
1		SEE ATTACHED		
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www.civil-innovations.com

INVITATION

January 22, 2014

Dear Property Owner,

The City of Kuna requires applicants for land development projects to provide an opportunity for a meeting between the applicant and property owners within 300 feet of the development. This is an invitation to a neighborhood meeting concerning an application for annexation, rezone, and preliminary plat approval for Patagonia Subdivision.

The neighborhood meeting will be held:

When: Wednesday, January 29, 2014, at 6:00 p.m.
Where: Kuna Public Library – Conference Room
457 N. Locust St.
Kuna, ID 83634

The applicant, The Westpark Company, is proposing to construct 470 buildable lots and 18 common lots on approximately 150.35 acres located on the north side of Hubbard Road approximately 1/2 mile east of Meridian Road.

This is not a public hearing; public officials will not be present. If you have questions regarding this proposal, please contact me at 884-8181.

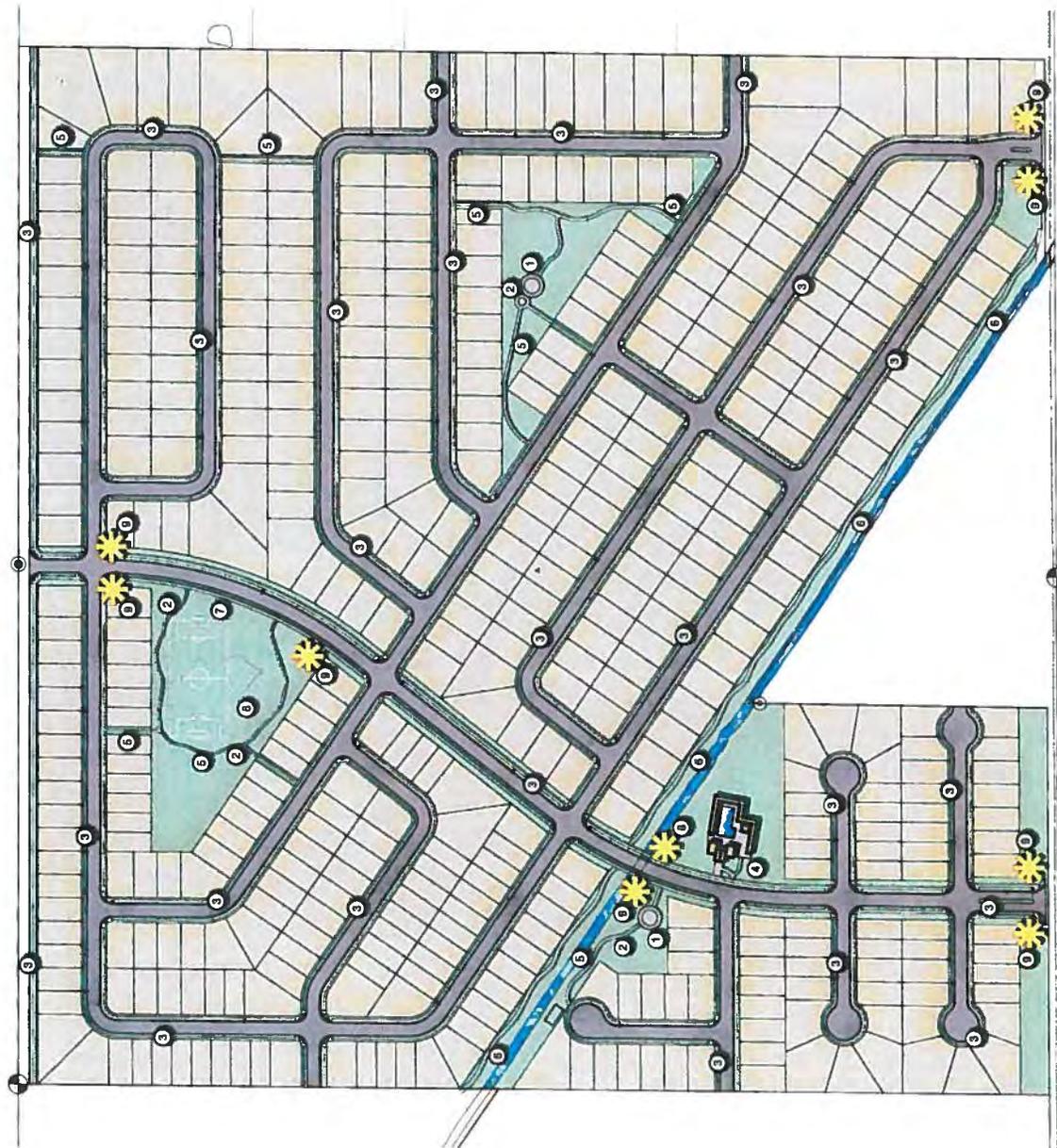
Sincerely,

Ben Thomas, PE



CALLOUT LEGEND

- 1 TOT LOT / PLAY GROUND AREA
- 2 FITNESS SYSTEM STATION
- 3 TYPICAL PARKWAY LANDSCAPE AREA
- 4 POOL AREA
- 5 COMMON LOT PATHWAY SYSTEM
- 6 CANAL GREENBELT PATHWAY
- 7 SOCCER FIELD
- 8 SOFTBALL FIELD
- 9 ENTRANCE / LANDSCAPE THEME AREA



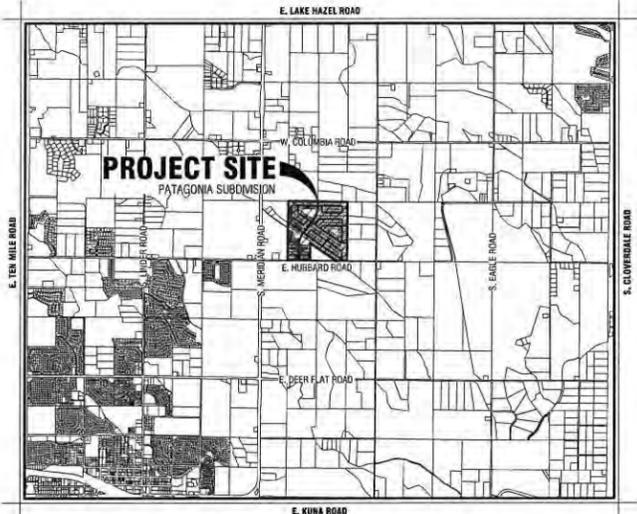
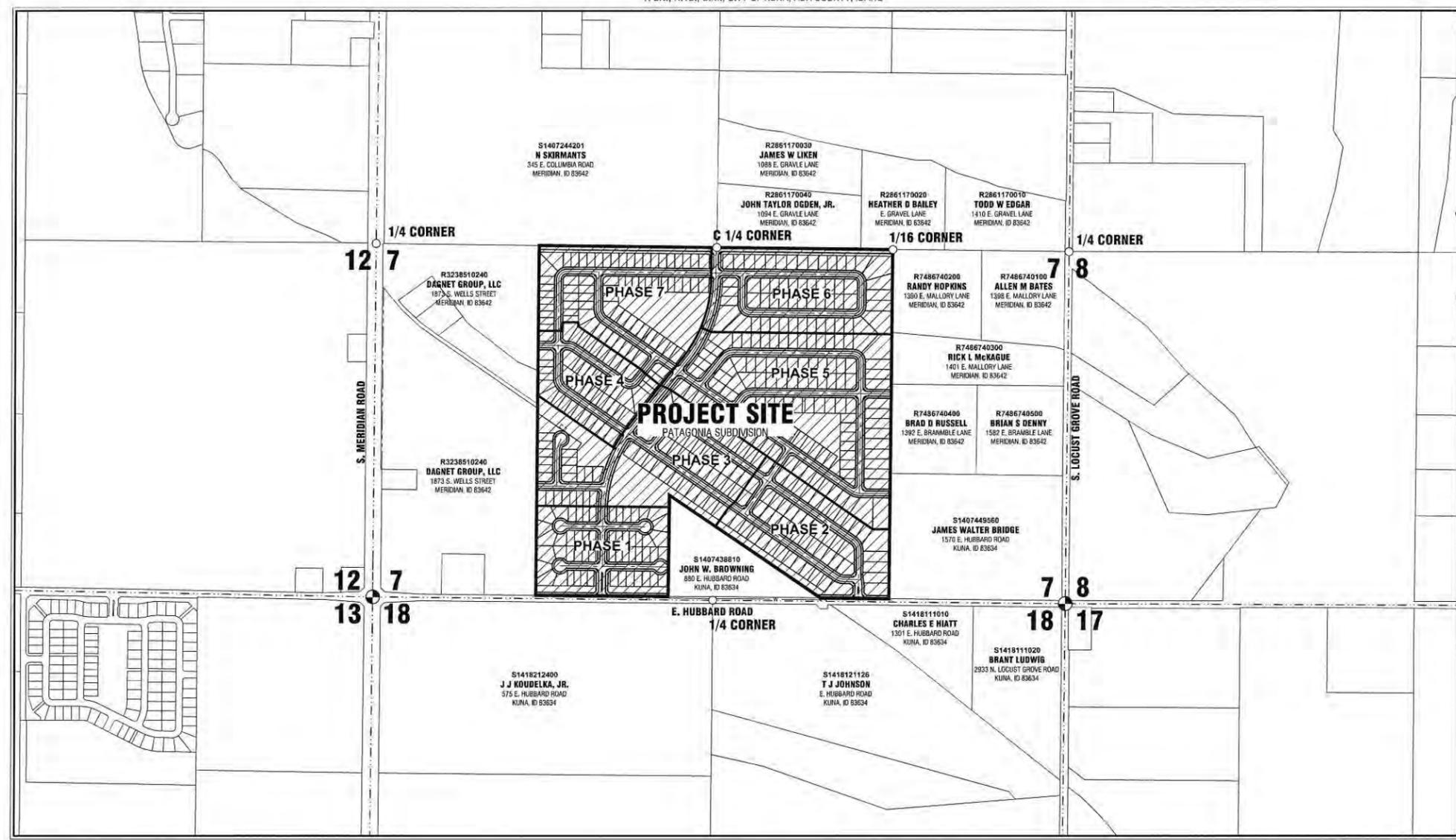
HUBBARD ROAD

PATAGONIA SUBDIVISION
KUNA, IDAHO
SCALE: 1" = 140'-0"



PATAGONIA SUBDIVISION - 2013 PRELIMINARY PLAT

KUNA, IDAHO
LOCATED IN THE S 1/2 OF SECTION 7,
T. 2N., R.1E., B.M., CITY OF KUNA, ADA COUNTY, IDAHO



1 VICINITY MAP
SCALE: 1" = 5000' HORIZONTAL

2 PATAGONIA SUBDIVISION SHEET INDEX

1 OF 5	P.100	TITLE SHEET
2 OF 5	P.200	PRELIMINARY PLAT
3 OF 5	P.300	PRELIMINARY PLAT
4 OF 5	P.400	PRELIMINARY PLAT
5 OF 5	P.500	PRELIMINARY PLAT

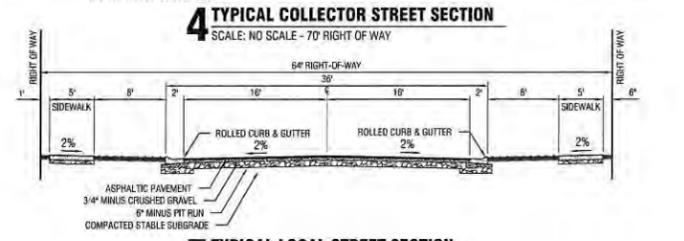
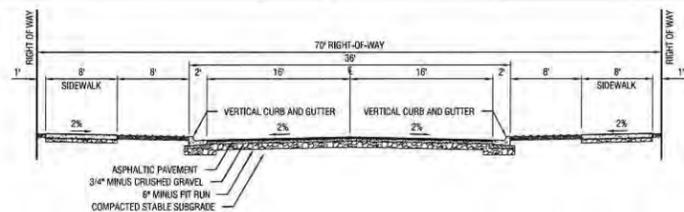
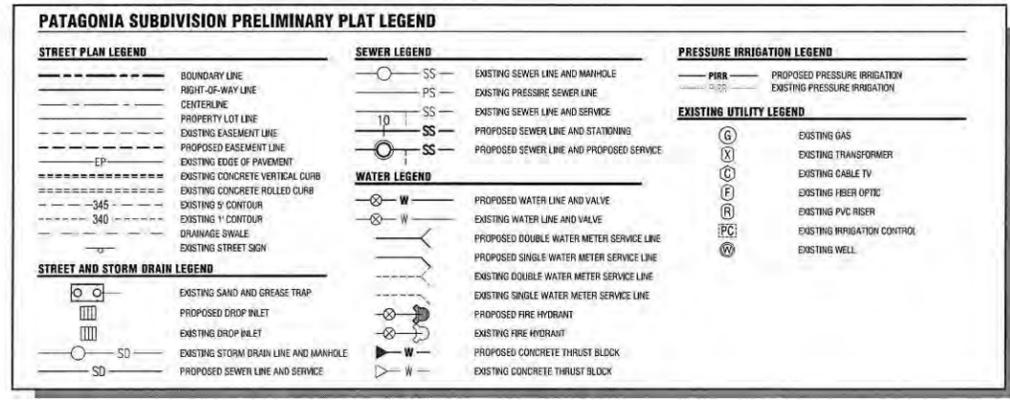
3 PATAGONIA SUBDIVISION PRELIMINARY PLAT DATA

TOTAL ACRES	150.35 AC	ZONING	EXISTING: RR PROPOSED: R-8
PUBLIC RIGHT-OF-WAY	36.46	MINIMUM LOT SIZE (SF)	5,408
RESIDENTIAL AREA	95.93	AVERAGE LOT SIZE	8,885
COMMON AREA	17.96	RESIDENTIAL GROSS DENSITY (Du/Ac)	3.25
COMMON AREA PERCENTAGE	11.95%		
TOTAL LOTS	488		
SINGLE FAMILY LOTS	470		
COMMON LOTS	18		

- PRELIMINARY PLAT NOTES**
- UNLESS OTHERWISE SHOWN, ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, CITY OF KUNA STREET LIGHTS, IRRIGATION AND LOT DRAINAGE OVER THE TEN (10) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
 - UNLESS OTHERWISE SHOWN, ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE OVER THE TEN (10) FEET ADJACENT TO ALL REAR LOT LINES; OR AS SHOWN AND DIMENSIONED, OVER THE FIVE (5) FEET ADJACENT TO ANY INTERIOR SIDE LOT LINES.
 - ANY RESUBDIVISION OF THE PLAT SHALL COMPLY WITH THE APPLICATION ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
 - LOT 1, BLOCK 1; LOT 1 AND LOT 88, BLOCK 2; LOT 1, LOT 8, AND LOT 26, BLOCK 5; LOT 1, LOT 8, AND LOT 24, BLOCK 7; LOT 1, BLOCK 9; LOT 1, BLOCK 10; LOT 24 AND LOT 39, BLOCK 14; LOT 1, BLOCK 15; LOT 16, BLOCK 16, AND LOT 1, LOT 15, AND LOT 29, BLOCK 17 ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE PATAGONIA SUBDIVISION HOMEOWNERS ASSOCIATION. THIS OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF THE CITY OF KUNA.
 - THE DEVELOPMENT AND/OR OWNER SHALL COMPLY WITH THE IDAHO CODE SECTION 31-3805 OR ITS PROVISIONS THAT APPLY TO IRRIGATION RIGHTS.
 - MAINTENANCE OF ANY IRRIGATION, DRAINAGE PIPE, OR DITCH CROSSING A LOT LINE IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION AND/OR DRAINAGE DISTRICT.
 - IRRIGATION WATER SHALL BE PROVIDED BY NEW YORK IRRIGATION DISTRICT IN COMPLIANCE WITH IDAHO CODE SECTION 31-3905(b). ALL LOTS WITHIN THIS SUBDIVISION SHALL BE ENTITLED TO IRRIGATION RIGHTS, AND SHALL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA VIA NEW YORK IRRIGATION DISTRICT. THE CITY OF KUNA SHALL OWN, OPERATE, AND MAINTAIN THE SYSTEM.
 - DIRECT LOT ACCESS TO W. HUBBARD ROAD SHALL BE PROHIBITED UNLESS SPECIFICALLY ALLOWED BY THE ADA COUNTY HIGHWAY DISTRICT AND THE CITY OF KUNA.
 - MINIMUM BUILDING SETBACK AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF KUNA APPLICABLE ZONING AND SUBDIVISION REGULATION AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED, OR AS SHOWN ON THE PLAT.
 - THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE: 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 OR APPURTENANCE TO IT."
 - RESTRICTIVE COVENANTS ARE IN EFFECT FOR THIS SUBDIVISION.

PATAGONIA SUBDIVISION CONTACT INFORMATION

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REVISIONS

NO.	DESCRIPTION	BY	DATE

PATAGONIA SUBDIVISION
KUNA, IDAHO
TITLE SHEET

PROJECT #	PATAGONIA
DWG FILE	13-0910-PA
DESIGNED BY	BT
DRAWN BY	KDH
CHECKED BY	BT
ISSUE DATE	11/01/2013
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

P.100
SHEET 1 OF 5

ORIGINAL SURVEY ON FILE AT FOX LAND SURVEYS, INC.

TREE PROTECTION NOTES:

- PROTECT THE CRITICAL ROOT ZONE (THE AREA DIRECTLY BELOW THE DRIFLINE OF THE TREE) OF THE TREES TO REMAIN ON SITE BY:
 - CONSTRUCTING A TEMPORARY CHAINLINK FENCE AROUND THE CRITICAL ROOT ZONE OF THE TREE TO BE PROTECTED PRIOR TO DEMOLITION, CONSTRUCTION, OR ANY SITE WORK.
 - NOT ALLOWING COMPACTION BY EQUIPMENT TRAFFIC DURING CONSTRUCTION OR DURING DEMOLITION.
 - NOT ALLOWING CONCRETE TRUCKS TO RISE WITHIN THE PROTECTION AREA, OR ANYWHERE NEAR EXISTING TREE ROOTS OR IN PLANNED PLANTING BED AREAS. SEE EROSION AND SEDIMENT CONTROL PLAN FOR APPROVED CONCRETE WASHOUT AREAS.
 - NOT STOCKPILING MATERIALS, DEBRIS, OR DIRT WITHIN THE TREE PROTECTION AREA.
 - WATERING WITHIN THE CRITICAL ROOT ZONE FROM MID-APRIL TO MID-OCTOBER AT THE RATE OF NOT LESS THAN THE EQUIVALENT OF 1/2" OF WATER OVER THE ENTIRE AREA PER WEEK.
 - NOT TRENCHING, EXCAVATING, FILLING, OR OTHERWISE DISTURBING THE SOIL WITHIN THE CRITICAL ROOT ZONE.
 - ADJUST PROPOSED IMPROVEMENT LOCATIONS AS REQUIRED TO AVOID DAMAGING TREE ROOTS.
- PROTECT THE CROWN AND TRUNK OF TREES TO BE RETAINED BY:
 - OPERATING EQUIPMENT IN SUCH A MANNER AS TO AVOID CONTACT WITH TREE TRUNKS OR BRANCHES.
 - HAVING TREES PRUNED BY A LICENSED ARBORIST.
- ALL TREES DESTROYED DURING CONSTRUCTION SHALL BE REPLACED USING THE FOLLOWING CRITERIA:

EXISTING TREE 1" TO 6" CALIPER	REPLACEMENT 2X CALIPER OF TREE REMOVED
6" TO 12" CALIPER	1.5X CALIPER OF TREE REMOVED
12" OR LARGER CALIPER	1X CALIPER OF TREE REMOVED

EXAMPLE: IF AN 8" CALIPER TREE IS REMOVED, AN ACCEPTABLE REPLACEMENT WOULD BE (3) 4" CALIPER TREES OR (4) 3" CALIPER TREES.

WEED ABATEMENT NOTES:

- ALL AREAS TO BE PLANTED OR HYDROSEEDS SHALL HAVE WEED ABATEMENT OPERATIONS PERFORMED ON THEM PRIOR TO PLANTING OR HYDROSEEDING.
- CONTRACTOR SHALL SPRAY ALL EXPOSED WEEDS WITH ROUND-UP (CONTACT HERBICIDE) OR APPROVED EQUAL.
- DO NOT WATER FOR AT LEAST SEVEN (7) DAYS. REMOVE EXPOSED WEEDS FROM THE SITE.
- CONTRACTOR SHALL OPERATE THE AUTOMATIC IRRIGATION SYSTEM FOR A PERIOD OF FOURTEEN (14) DAYS. AT CONCLUSION OF THIS WATERING PERIOD, DISCONTINUE WATERING FOR THREE TO FIVE (3-5) DAYS.
- APPLY 50% APPLICATION OF ROUND-UP TO ALL EXPOSED WEEDS. APPLY IN STRICT CONFORMANCE WITH MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS. DO NOT WATER FOR AT LEAST SEVEN (7) DAYS. REMOVE WEEDS FROM THE SITE.
- IF ANY EVIDENCE OF WEED GERMINATION EXISTS AFTER TWO (2) APPLICATIONS, CONTRACTOR SHALL BE DIRECTED TO PERFORM A THIRD APPLICATION.
- AT THE TIME OF PLANTING AND HYDROSEEDING, ALL PLANTING AREAS SHALL BE WEED FREE.

IRRIGATION NOTES:

- ALL LANDSCAPED AREAS SHALL HAVE AN AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH INSURES COMPLETE COVERAGE AND PROPERLY ZONED FOR RESERVED WATER USES. EACH HYDROZONE IS TO BE IRRIGATED WITH SEPARATE INDIVIDUAL STATIONS.
- PLANTER BEDS AND LAWN AREAS ARE TO HAVE SEPARATE HYDRO-ZONES. POP-UP SPRINKLER HEADS SHALL HAVE A MINIMUM RISER HEIGHT OF 4 INCHES AT LAWN AREAS AND 18" AT PLANTER BEDS.
- PLANTER BEDS ARE TO HAVE DRIP IRRIGATION SYSTEM OR POP-UP SPRAY SYSTEM. ANNUALS, PERENNIALS GROUND COVERS OR SHRUB MASSINGS SHALL HAVE A POP-UP SPRAY SYSTEM.
- ELECTRONIC WATER DISTRIBUTION/TIMING CONTROLLERS ARE TO BE PROVIDED. MINIMUM CONTROLLER REQUIREMENTS ARE AS FOLLOWS:
 - PRECISE INDIVIDUAL STATION TIMING.
 - RUN TIME CAPABILITY FOR EXTREMES IN PRECIPITATION RATES.
 - AT LEAST ONE PROGRAM FOR EACH HYDROZONE.
 - SUFFICIENT MULTIPLE CYCLES TO AVOID WATER RUN-OFF.
- POWER FAILURE BACKUP FOR ALL PROGRAMMED INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
- INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
- THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% HEAD TO HEAD COVERAGE WITH TRIANGULAR SPACING.
- SPRINKLER HEADS ARE TO BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES (BUILDINGS, SIDEWALKS, DRIVEWAYS, AND ASPHALT AREAS).
- PROVIDE MINIMUM (1) QUICK COUPLER VALVE PER EACH (6) AUTOMATIC VALVE ZONES. APPROVE G.C.V. LOCATIONS WITH LANDSCAPE ARCHITECT.

TURF AREA PREPARATION NOTES:

- LIMIT TURF SUBGRADE PREPARATION TO AREAS TO BE PLANTED.
- NEWLY SOGRADES LOOSEN SUBGRADE TO MINIMUM DEPTH OF 4 INCHES. REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH AND OTHER EXTRANEIOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
 - SPREAD PLANTING SOIL TO A DEPTH OF 4 INCHES IN TURF AREAS AND 18 INCHES AT SHRUB BED AREAS BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER LIGHT ROLLING AND NATURAL SETTLEMENT. DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
 - SPREAD PLANTING SOIL OVER LOOSENED SUBGRADE.
 - REDUCE ELEVATION OF PLANTING SOIL TO ALLOW FOR SOIL THICKNESS OF SOG.
- UNCHANGED SUBGRADES: IF TURF IS TO BE PLANTED IN AREAS UNALTERED OR UNDISTURBED BY EXCAVATING, GRADES, SURFACE-SOIL STRIPPING OPERATIONS, PREPARE SURFACE SOIL AS FOLLOWS:
 - REMOVE EXISTING GRASS, VEGETATION, AND TURF. DO NOT MIX INTO SURFACE SOIL.
 - LOOSEN SURFACE SOIL TO A DEPTH OF AT LEAST 6 INCHES. PROVIDE WEED ABATEMENT PROCEDURE. APPLY SOIL AMENDMENTS AND FERTILIZERS ACCORDING TO PLANTING SOIL MIX PROPORTIONS AND MIX THOROUGHLY INTO TOP 6 INCHES OF SOIL. TILL SOIL TO A HOMOGENEOUS MIXTURE OF FINE TEXTURE.
- APPLY SOIL AMENDMENTS DIRECTLY TO SURFACE SOIL BEFORE LOOSENING.
 - REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, TRASH, AND OTHER EXTRANEIOUS MATTER.
 - LEGALLY DISPOSE OF WASTE MATERIAL, INCLUDING GRASS, VEGETATION, AND TURF, OFF OWNER'S PROPERTY.
- FINISH GRADING: GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORM-FINE TEXTURE. GRADE TO WITHIN PLUS OR MINUS 1/2 INCH OF FINISH ELEVATION. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES. LIMIT FINISH GRADING TO AREAS THAT CAN BE PLANTED IN THE IMMEDIATE FUTURE.
- MOISTEN PREPARED AREA BEFORE PLANTING IF SOIL IS DRY. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE PLANTING. DO NOT CREATE MUDDY SOIL.
- BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISH GRADING; RESTORE PLANTING AREAS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING.
- DO NOT SOG IMMEDIATELY FOLLOWING RAIN, OR WHEN GROUND IS TOO DRY. TEMPERATURE SHALL BE BETWEEN 55 F AND 85 F FOR A 24 HOUR PERIOD. WIND SHALL BE LESS THAN 15 MPH.
- TURF SEED SHALL BE SOGN AT A RATE PER SEED SUPPLIER RECOMMENDATIONS.
- SEED SHALL BE HYDROSEEDS OR DRILL SEEDS AT THE CONTRACTORS OPTION. AREAS WITH A 4:1 OR GREATER SLOPE SHALL BE HYDROSEEDS.

TOPSOIL NOTES

- TOPSOIL REQUIREMENTS: ASTM D 5268, PH RANGE OF 5.5 TO 7, FOUR PERCENT ORGANIC MATERIAL MINIMUM, FREE OF STONES 1/2 INCH OR LARGER IN ANY DIMENSION, AND OTHER EXTRANEIOUS MATERIALS HARMFUL TO PLANT GROWTH.
- TOPSOIL SOURCE: STRIP EXISTING TOPSOIL FROM ALL AREAS OF THE SITE TO BE DISTURBED. TOPSOIL SHALL BE FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, ORGANIC MATTER LARGER THAN 2 INCHES IN ANY DIMENSION, AND OTHER EXTRANEIOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. TOPSOIL SHALL BE SCREENED TO ACHIEVE THIS REQUIREMENT.
- REPRESENTATIVE SAMPLES SHALL BE TESTED FOR ACIDITY, FERTILITY AND GENERAL TEXTURE BY A RECOGNIZED COMMERCIAL OR GOVERNMENT AGENCY AND COPIES OF THE TESTING AGENCY'S FINDINGS AND RECOMMENDATIONS SHALL BE FURNISHED TO THE ARCHITECT'S REPRESENTATIVE BY THE CONTRACTOR. ALL TOPSOIL SHALL BE AMENDED TO ACHIEVE SPECIFIED PH AND ORGANIC REQUIREMENTS. RE-TEST TOPSOIL PRIOR TO FINAL COMPLETION TO ENSURE REQUIREMENTS HAVE BEEN MET. NO TOPSOIL SHALL BE PLACED WHILE IN A FROZEN OR MUDDY CONDITION.
- PLACE TOPSOIL IN AREAS WHERE REQUIRED TO OBTAIN THICKNESS AS SCHEDULED. PLACE TOPSOIL DURING DRY WEATHER. PROVIDE ADDITIONAL IMPORTED TOPSOIL REQUIRED TO BRING SURFACE TO PROPOSED FINISH GRADE, AS REQUIRED.
- CONTRACTED TOPSOIL THICKNESS AT THE FOLLOWING AREAS:
 - LAWN AREAS, 4 INCHES MINIMUM OR AS NECESSARY TO ACHIEVE EVEN GRADES WITH SURROUNDING LAWN AREAS.
 - PLANTER BEDS, 18 INCHES MINIMUM
- FINE GRADE TOPSOIL TO SMOOTH EVEN SURFACE WITH LOOSE, UNIFORM-FINE TEXTURE. REMOVE RIDGES AND FILL DEPRESSIONS, AS REQUIRED TO MEET FINISH GRADES. FINISH GRADE OF TOPSOIL SHALL BE 2" BELOW FINISH GRADE OF PAVEMENTS AREAS FOR SOG AND 1" FOR SEED.
- TOPSOIL STOCKPILE LOCATIONS TO BE COVERED COORDINATE WITH EROSION AND SEDIMENT CONTROL PLAN.
- ALL GRAVEL, SUBBASE, AND OTHER IMPORTED FILL MATERIALS OTHER THAN TOPSOIL SHALL ONLY BE STOCKPILED IN PROPOSED IMPERVIOUS AREAS. NO GRAVEL OR ROCK MATERIALS SHALL BE STOCKPILED OR TEMPORARILY PLACED IN PROPOSED LANDSCAPE AREAS TO PREVENT LANDSCAPE AREAS FROM BEING CONTAMINATED WITH ROCK MATERIALS. CONTRACTOR SHALL SUBMIT A DETAILED STOCKPILE PLAN TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO ANY EARTHWORK OPERATIONS.

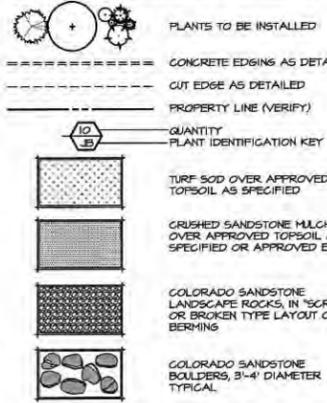
LANDSCAPE NOTES:

- CONTRACTOR SHALL REPORT TO LANDSCAPE ARCHITECT ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK, PRIOR TO BEGINNING WORK.
- NO MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT THE LANDSCAPE ARCHITECT'S PRIOR WRITTEN APPROVAL. ALTERNATE MATERIALS OF SIMILAR SIZE AND CHARACTER MAY BE CONSIDERED IF SPECIFIED PLANT MATERIALS CAN NOT BE OBTAINED.
- COORDINATE ALL WORK WITH ALL OTHER SITE RELATED DEVELOPMENT DRAWINGS.
- COORDINATE WORK SCHEDULE AND OBSERVATIONS WITH LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION START-UP.
- ALL PLANT MATERIAL SHALL BE INSTALLED AS PER DETAILS.
- 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.
- IN THE EVENT OF A PLANT COUNT DISCREPANCY, PLANT SYMBOLS SHALL OVERRIDE SCHEDULE QUANTITIES AND CALL OUT SYMBOL NUMBERS.
- ALL PLANTING BEDS SHALL BE COVERED WITH A MINIMUM OF 3" DEPTH OF SMALL 2" MINUS SANDSTONE MULCH. SUBMIT SAMPLE FOR APPROVAL.
- ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE BY THE 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.
- FINISH GRADES SHALL PROVIDE A SMOOTH TRANSITION WITH ADJACENT SURFACES AND ENSURE POSITIVE DRAINAGE IN ACCORDANCE WITH THE SITE GRADING PLAN.
- AMEND EXISTING APPROVED TOPSOIL AT A RATIO OF THREE CUBIC YARDS OF APPROVED COMPOST PER 1000 SQUARE FEET. ROTO-TILL ORGANIC MATTER A MINIMUM OF 6 INCHES INTO TOPSOIL.
- FERTILIZE ALL TREES AND SHRUBS WITH AGRIFORM PLANTING TABLETS. QUANTITY PER MANUFACTURER'S RECOMMENDATIONS.
- ALL PLANTING BEDS SHALL HAVE A MINIMUM 12" DEPTH OF TOPSOIL. SPREAD, COMPACT, AND FINE GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE 3" BELOW ADJACENT SURFACES OF PLANTER BED AREAS, 1-1/2" BELOW ADJACENT SURFACES OF TURF SOG AREAS, AND 1" BELOW ADJACENT SURFACES OF TURF SEED AREAS.
- REUSE EXISTING TOPSOIL STOCKPILED ON THE SITE. SUPPLEMENT WITH IMPORTED TOPSOIL WHEN QUANTITIES ARE INSUFFICIENT. VERIFY SUITABILITY AND CONDITION OF TOPSOIL AS A GROWING MEDIUM. PERFORM SOIL TEST/ ANALYSIS AND PROVIDE ADDITIONAL AMENDMENT AS DETERMINED BY SOIL TESTS. TOPSOIL SHALL BE A LOOSE, FRIABLE, SANDY LOAM, CLEAN AND FREE OF TOXIC MATERIALS, NOXIOUS WEEDS, WEED SEEDS, ROCKS, GRASS OR OTHER FOREIGN MATERIAL AND HAVE A PH OF 5.5 TO 7.0. IF ON-SITE TOPSOIL DOES NOT MEET THESE MINIMUM STANDARDS, CONTRACTOR IS RESPONSIBLE TO EITHER:
 - PROVIDE APPROVED IMPORTED TOPSOIL OR
 - IMPROVE ON-SITE TOPSOIL WITH METHODS APPROVED BY THE LANDSCAPE ARCHITECT.
- IF IMPORTED TOPSOIL FROM OFF-SITE SOURCES IS REQUIRED, ENSURE IT IS FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, STONES LARGER THAN 2 INCHES IN ANY DIMENSION, AND OTHER EXTRANEIOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.
- OBTAIN TOPSOIL FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THOSE FOUND ON THE PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL-DRAINED SITES WHERE TOPSOIL OCCURS AT A DEPTH OF NOT LESS THAN 4 INCHES.
- REPRESENTATIVE SAMPLES SHALL BE TESTED FOR ACIDITY, FERTILITY, TOXICITY, AND GENERAL TEXTURE BY A RECOGNIZED COMMERCIAL OR GOVERNMENT AGENCY AND COPIES OF THE TESTING AGENCY'S FINDINGS AND RECOMMENDATIONS SHALL BE FURNISHED TO THE OWNER'S REPRESENTATIVE BY THE CONTRACTOR. NO TOPSOIL SHALL BE DELIVERED IN A FROZEN OR MUDDY CONDITION. ACIDITY/ALKALINITY RANGE - PH. 5.5 TO 7.6.
- IMMEDIATELY CLEAN UP ANY TOPSOIL OR OTHER DEBRIS ON THE SITE CREATED FROM LANDSCAPE OPERATIONS AND DISPOSE OF PROPERLY OFF SITE.
- TREES SHALL NOT BE PLANTED WITHIN THE 10'-0" CLEAR ZONE OF ALL STORM DRAIN PIPE, STRUCTURES, OR FACILITIES.
- SEWAGE BEDS AND OTHER STORM DRAINAGE FACILITIES MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
- IN THE EVENT OF A DISCREPANCY, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.
- THERE ARE NO EXISTING TREES OR SHRUBS ON THE PROPERTY.
- THERE ARE NO EXISTING STRUCTURES ON THE PROPERTY.
- CERTIFICATION SHALL BE PROVIDED TO THE CITY OF CALDWELL ENSURING THAT PLANTS INSTALLED SHALL BE FREE FROM DISEASE AND ARE NON TOXIC, POISONOUS OR OTHERWISE A NUISANCE.
- THE H.O.A. SHALL MAINTAIN ALL LANDSCAPING AND/OR WEED ABATEMENT OF ALL IRRIGATION, DRAINAGE AND UTILITY EASEMENTS AND/OR RIGHTS OF WAY.

PLANT SCHEDULE

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES	CLASS
DECIDUOUS SHADE TREES						
-	AP	Acer platanoides 'Deborah'	Deborah Norway Maple	2" CAL.	D4B	II
-	AG	Acer platanoides 'Green Sentry'	Green Sentry Maple	2" CAL.	D4B	II
-	GT	Gleditsia triacanthos 'Inermis' 'Shademaster'	Shademaster Honeylocust	2" CAL.	D4B	II
-	TC	Tilia cordata	Little Leaf Linden	2" CAL.	D4B	II
-	ZS	Zelkova serrata 'Green Vase'	Green Vase Zelkova	2" CAL.	D4B	II
ORNAMENTAL FLOWERING TREES						
-	PC	Pyrus calleryana 'Chanticleer'	Chanticleer Pear	2" CAL.	D4B	II
-	PN	Prunus cerasifera 'Newport'	Newport Plum	2" CAL.	D4B	II
-	PV	Prunus virginiana 'Canada Red'	Canada Red Chokecherry	2" CAL.	D4B	II
CONIFER TREES						
-	CE	Cedrus atlantica 'Glauca'	Blue Atlas Cedar	6'-7" HGT.	D4B	II
-	CN	Chamaecyparis nootkatensis 'pendula'	Weeping Alaska Cedar	6'-7" HGT.	D4B	II
-	PI	Pinus alba	Norway Spruce	6'-7" HGT.	D4B	II
SHRUBS/PERENNIALS/ORNAMENTAL GRASSES						
-	AL	Artemisia ludoviciana 'Silver King'	Silver King Artemisia		II	
-	CA	Calamagrostis x acutiflora 'Karl Foerster'	Silverstar's Feather Reed Grass		#2	
-	CS	Comus sericea 'Isanti'	Isanti Dogwood		#5	
-	EA	Eubonymus alatus 'Compactus'	Winged Burning Bush		#2	
-	HE	Helianthus scaberrimus	Big Cat Grass		#2	
-	JS	Juniperus squamata 'Blue Star'	Blue Star Juniper		#2	
-	PA	Penstemon alpiniflorus	Russian Sage		#5	
-	RC	Rhus copallina var. latifolia 'Morton'	Prickly Flame Sumac		#5	
-	RF	Rudbeckia fulgida 'Goldstrum'	Black Eyed Susan		#1	
-	MA	Mahonia aquifolium 'Compacta'	Compact Oregon Grape		#2	
-	HR	Hemerocallis 'Red Rum'	Red Rum Daylily		#2	

LANDSCAPE LEGEND

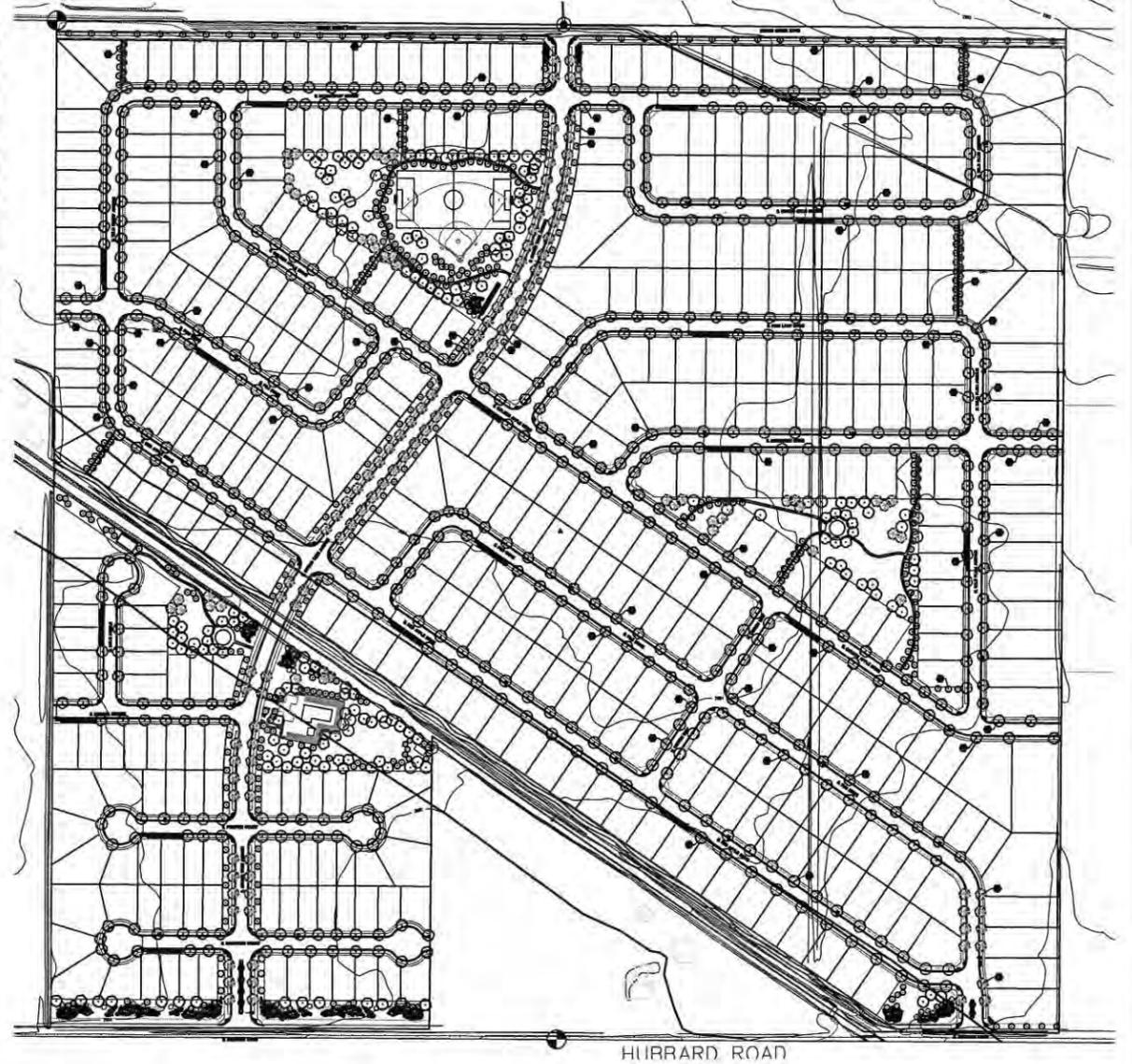


CALLOUT LEGEND

- 40'-0" VISION TRIANGLE
- COMMON LOT PATHWAY SYSTEM
- 10' WIDE GREENBELT PATHWAY & CANAL
- ENTRY MONUMENT STONEWORK - BY OWNER
- SHIMMING POOL FACILITY
- COMMON AREA OPEN SPACE
- 6'-0" FENCING
- PROPOSED IRRIGATION PUMP STATION
- PROPOSED SEWER LIFT STATION
- TOT LOT / PLAYGROUND AREA
- SOCCER FIELD / SOFTBALL FIELD
- MASON CREEK CANAL

LANDSCAPE REQUIREMENTS

HUBBARD ROAD	COMMON AREA	GREENBELT PATHWAY
BUFFER REQUIREMENTS: 20-30 FT WIDTH 2 DECID. SHADE TREE PER 100 LINEAR FEET. 3 EVERGREEN TREES PER 100 LINEAR FEET. 12 SHRUBS PER 100 LINEAR FEET. TOTAL LINEAR FEET = 1,371 (both sections) ALONG HUBBARD DECIDUOUS TREES REQUIRED = 27 DECIDUOUS TREES PROVIDED = 27 EVERGREEN TREES REQUIRED = 42 EVERGREEN TREES PROVIDED = 42 SHRUBS REQUIRED = 155 SHRUBS PROVIDED = 204	REQUIREMENTS: 1 TREE PER 1000 SQ. FEET COMMON AREA #1 (POOL AREA) TOTAL SQ. FT. = 10,177 5/F. REQUIRED TREES = 102 PROVIDED TREES = 102 COMMON AREA #2 (TOT LOT-WEST) TOTAL SQ. FT. = 44,451 5/F. REQUIRED TREES = 44 PROVIDED TREES = 44 COMMON AREA #3 (TOT LOT-EAST) TOTAL SQ. FT. = 102,940 5/F. REQUIRED TREES = 112 PROVIDED TREES = 112 COMMON AREA #4 (SOCCER/SOFTBALL) TOTAL SQ. FT. = 14,560 5/F. REQUIRED TREES = 142 PROVIDED TREES = 142 TOTAL COMMON AREA PER ENGINEERING	PATHWAY PROVIDED: - 10' WIDE PAVED PATHWAY ALONG NORTH SIDE OF MASON CREEK CANAL - FUTURE LIGHTING - LAWN ADJACENT PATH AND LOTS-LANDSCAPING TO BE DETERMINED BY OWNER - FUTURE FENCING ALONG LOT LINES LANDSCAPE GENERAL - TOTAL TREES PROVIDED = 1294 - NUMBER OF SPECIES OF TREES PROVIDED = 11



OVERALL LANDSCAPE PLAN
SCALE: 1" = 3200'-0"



BRECKON
 PRELIMINARY NOT FOR CONSTRUCTION
 Landscape Architecture
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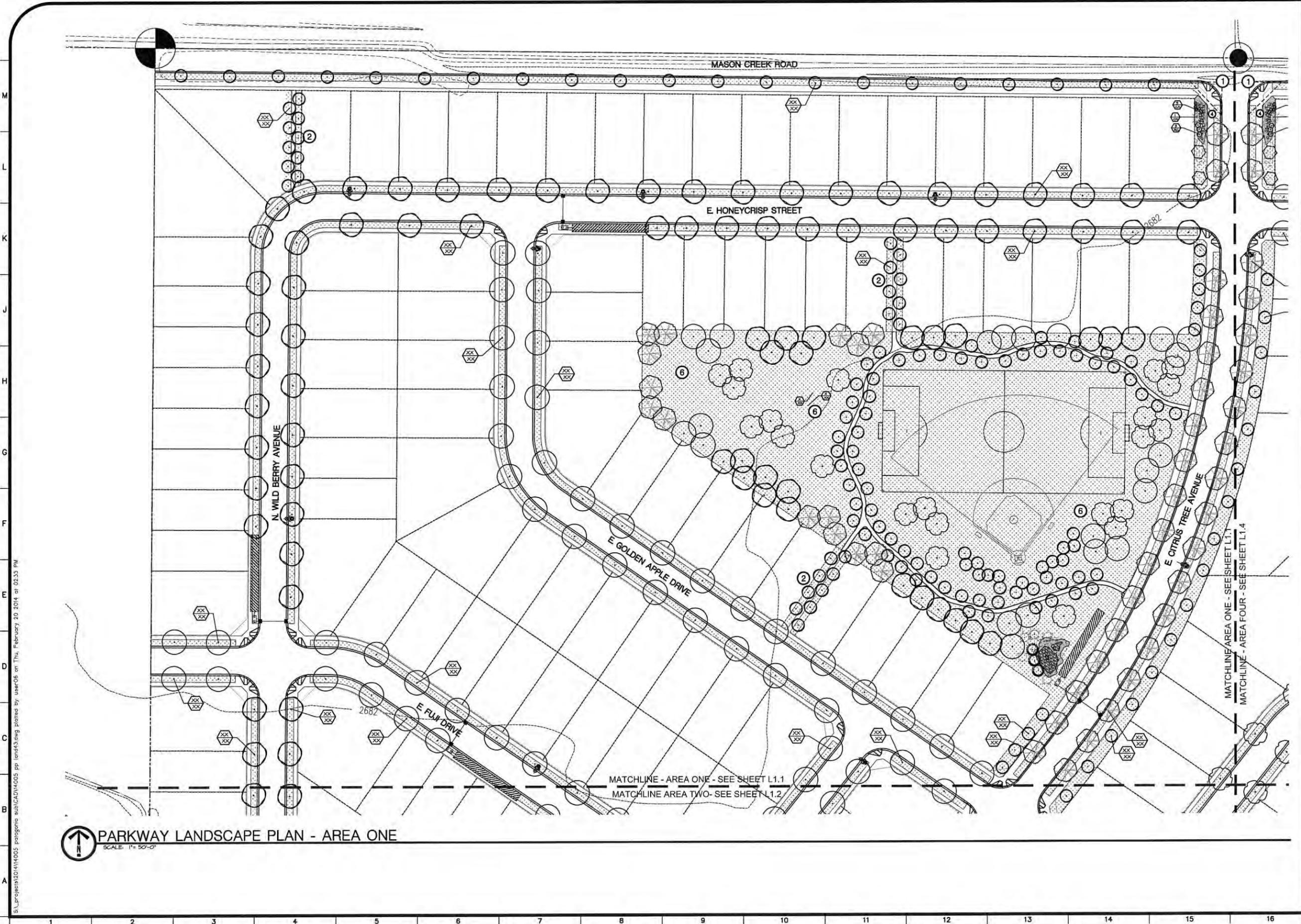
PATAGONIA SUBDIVISION KUNA, IDAHO OVERALL LANDSCAPE PLAN

SCALE: 1" = 80'-0"

NO.	DATE	REVISIONS

PROJECT NO.: 14005
 DRAWN BY:
 CHECKED BY:
 DATE: 02/21/2014
 SHEET NUMBER: L10

ORIGINAL SURVEY ON FILE AT FOX LAND SURVEYS, INC.



LANDSCAPE ARCHITECTURE
 • Exterior Site Plans
 • Graphic Communication
 • Site Planning
 • Land Planning
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PATAGONIA
 SUBDIVISION
 KUNA, IDAHO
 LANDSCAPE PLAN - AREA ONE



SCALE: 1"=50'-0"

REVISIONS		
No.	Date	Description

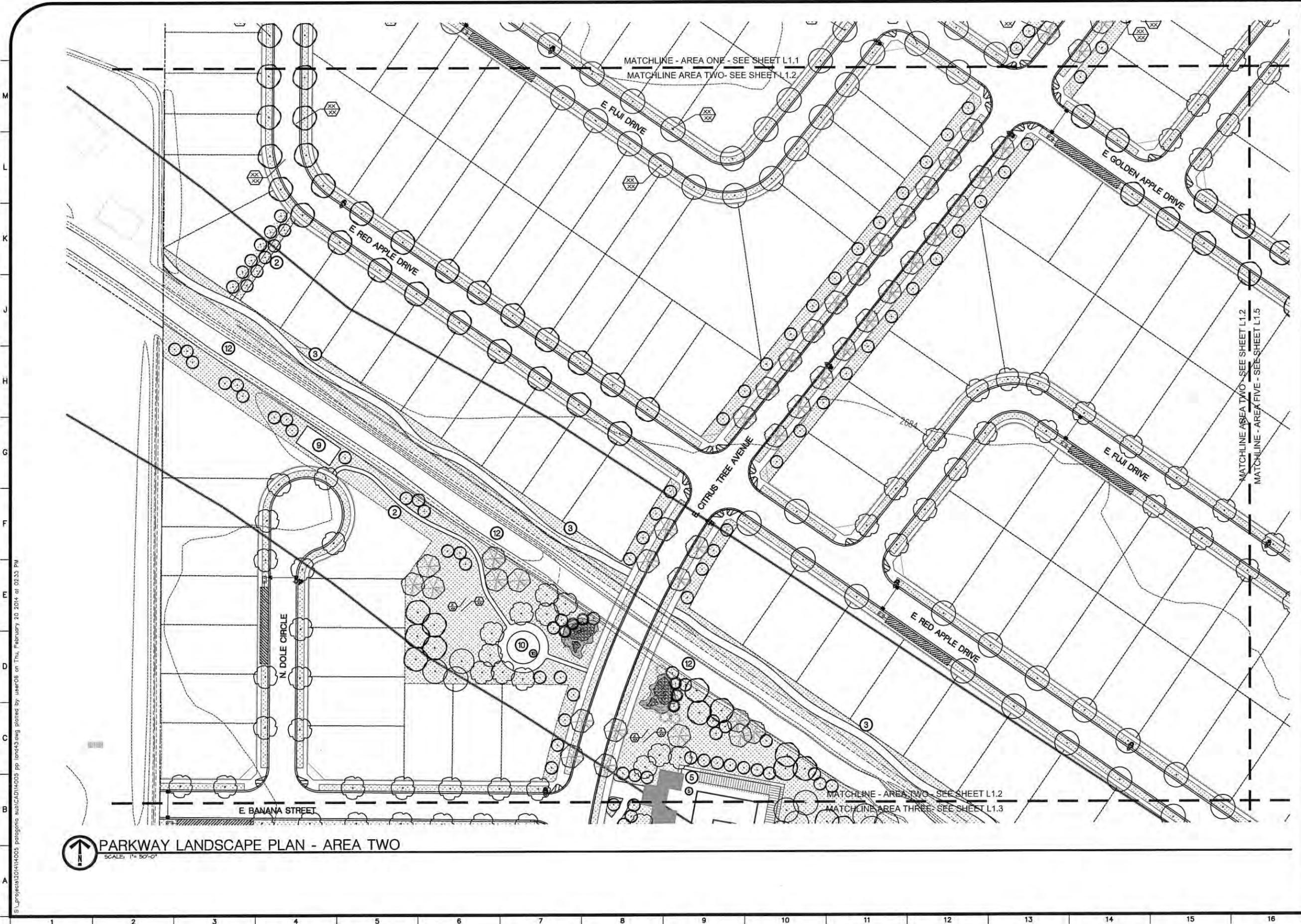
PROJECT NO.:
 14005
 DRAWN BY:
 CHECKED BY:
 DATE:
 02/21/2014

SHEET NUMBER
 L1.1

S:\Projects\150111\15005 patagonia sub\CAD\14005 pp land.dwg plotted by user06 on Thu, February 20, 2014 at 02:33 PM

PARKWAY LANDSCAPE PLAN - AREA ONE
 SCALE: 1"=50'-0"

ORIGINAL SURVEY ON FILE AT FOX LAND SURVEYS, INC.



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 LANDSCAPE PLAN - AREA TWO



SCALE: 1" = 50'-0"

REVISIONS	
No.	Description

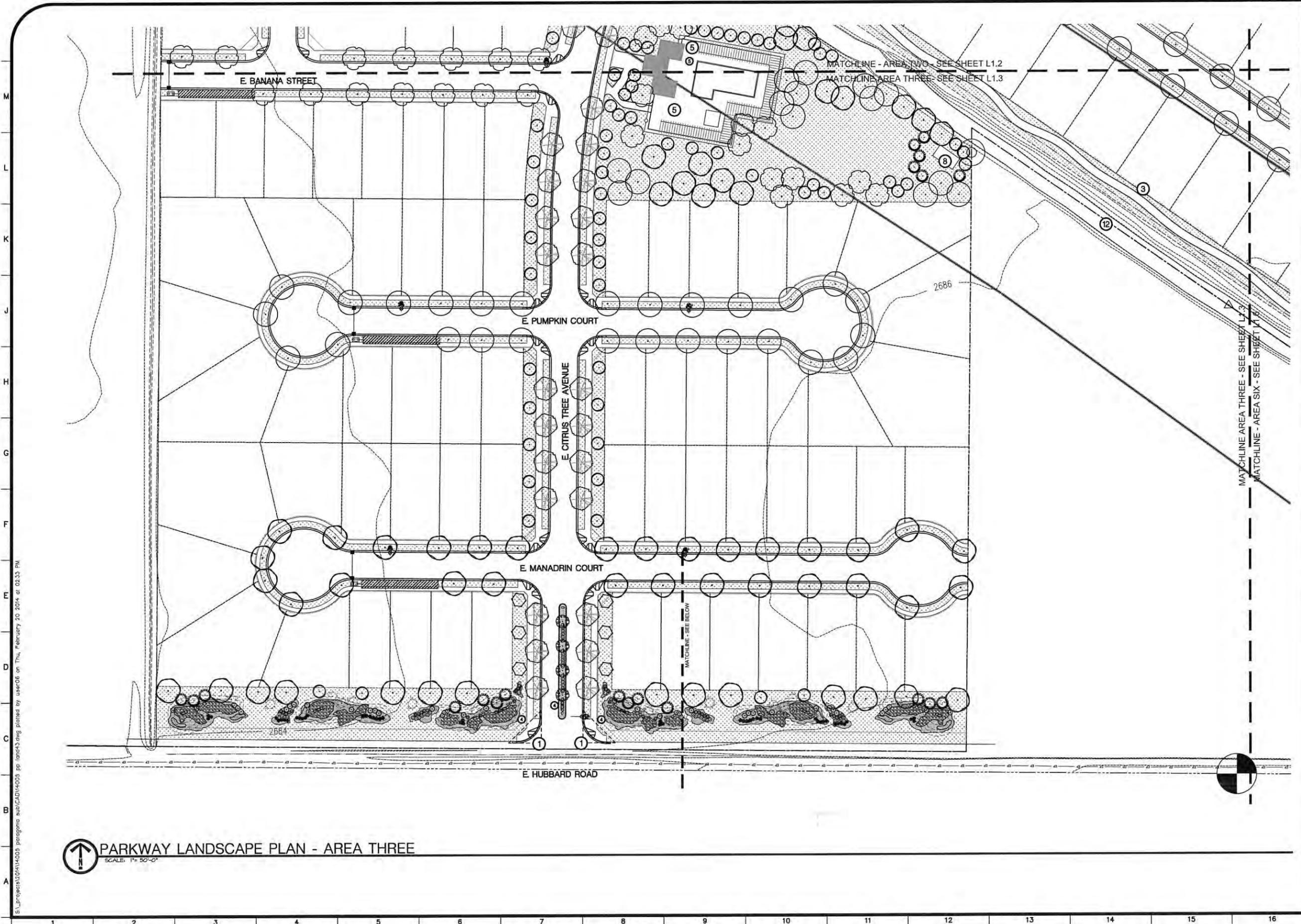
PROJECT NO.:
 14005
 DRAWN BY:
 CHECKED BY:
 DATE:
 02/21/2014

SHEET NUMBER
 L12

PARKWAY LANDSCAPE PLAN - AREA TWO
 SCALE: 1" = 50'-0"

S:\Projects\14005\14005 patagonia sub\CAD\14005 pp land3.dwg plotted by user06 on Thu, February 20, 2014, at 02:33 PM

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 LANDSCAPE PLAN - AREA THREE

SCALE: 1"=50'-0"

REVISIONS		
No.	Date	Description

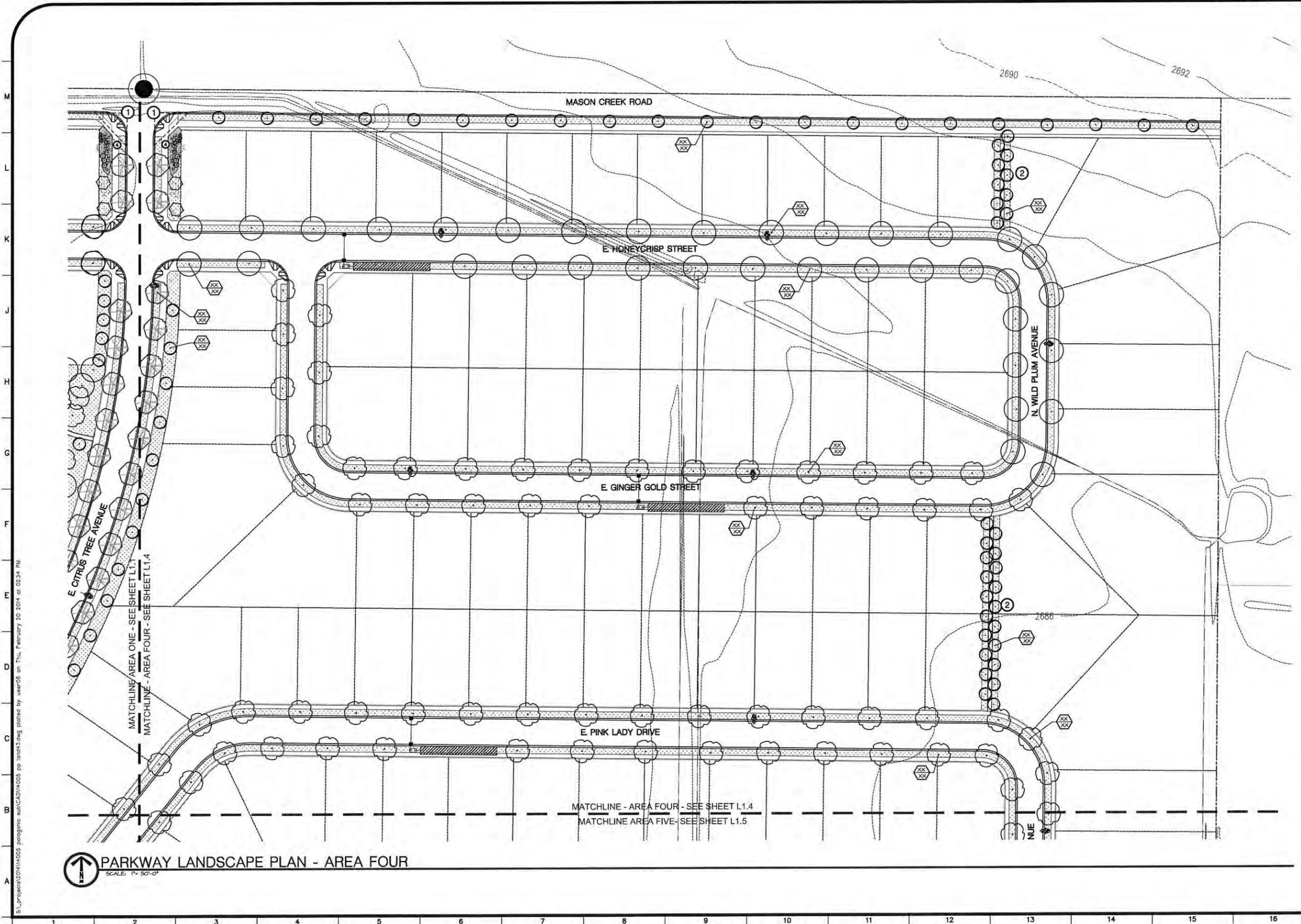
PROJECT NO.:
 14005
 DRAWN BY:
 CHECKED BY:
 DATE:
 02/21/2014
 SHEET NUMBER

L13

PARKWAY LANDSCAPE PLAN - AREA THREE
 SCALE: 1"=50'-0"

E:\projects\14005 patagonia sub\CAD\14005 pp landscape.dwg plotted by user06 on Thu, February 20, 2014, at 02:33 PM

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 LANDSCAPE PLAN - AREA FOUR



SCALE: 1" = 50'-0"

REVISIONS		
No.	Date	Description

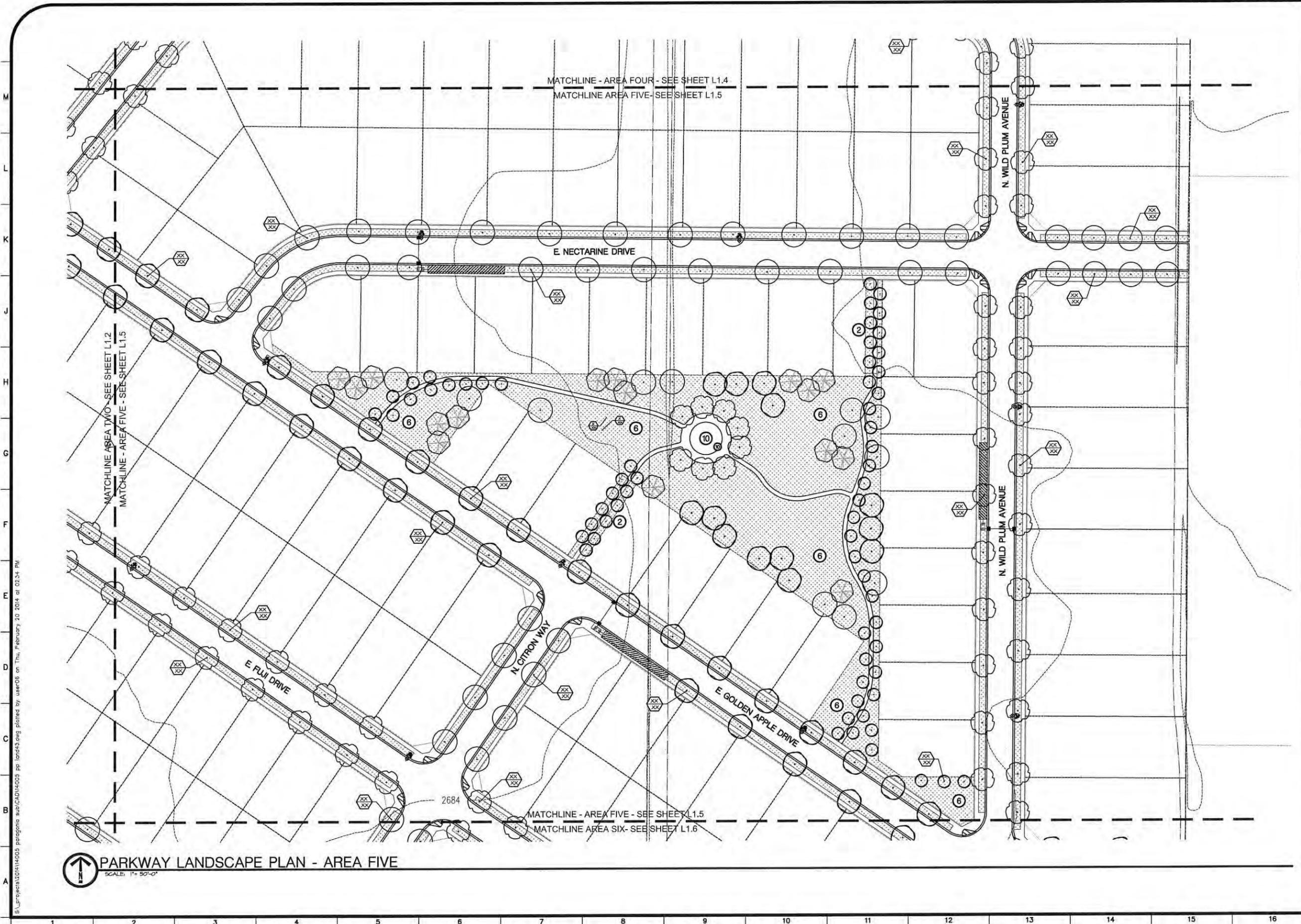
PROJECT NO.:
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 DRAWN BY:
 CHECKED BY:
 DATE:
 02/21/2014

SHEET NUMBER
 L14


 PARKWAY LANDSCAPE PLAN - AREA FOUR
 SCALE: 1" = 50'-0"

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 LANDSCAPE PLAN - AREA FIVE



SCALE: 1" = 80'-0"

REVISIONS		
No.	Date	Description

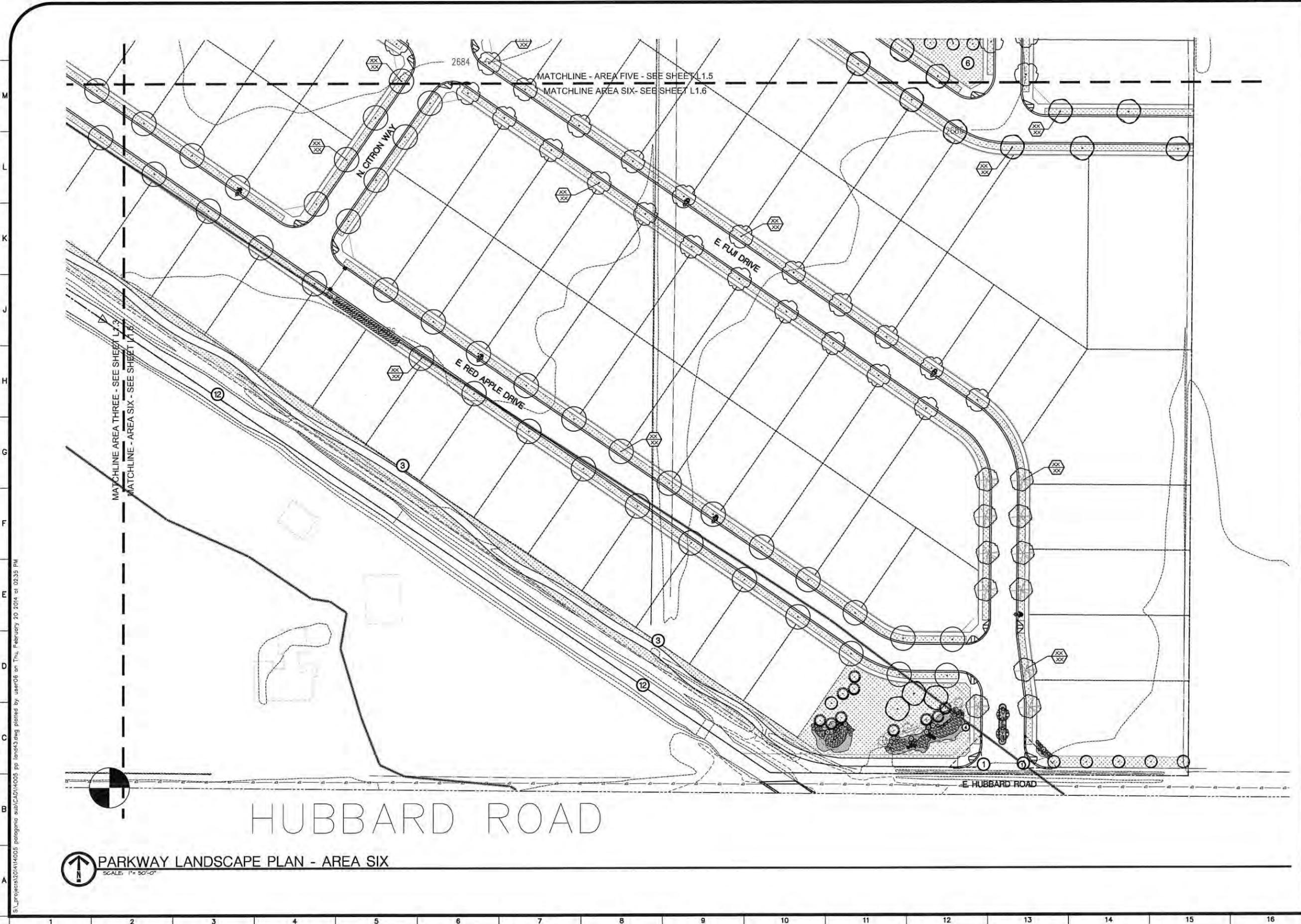
PROJECT NO.:
 14005
 DRAWN BY:
 CHECKED BY:
 DATE:
 02/21/2014

SHEET NUMBER
 L15

PARKWAY LANDSCAPE PLAN - AREA FIVE
 SCALE: 1" = 50'-0"

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 LANDSCAPE PLAN - AREA SIX**

SCALE: 1"= 80'-0"

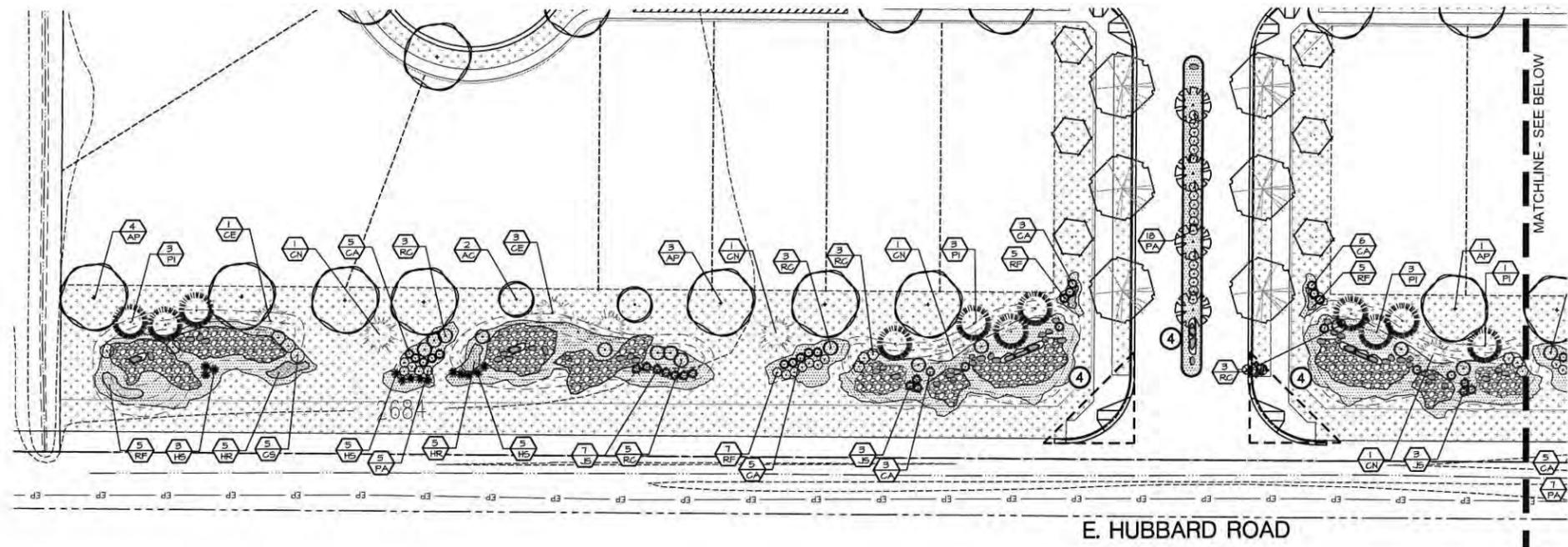
REVISIONS		
No.	Date	Description

PROJECT NO:
14005
 DRAWN BY:
 CHECKED BY:
 DATE:
02/21/2014
 SHEET NUMBER
L16

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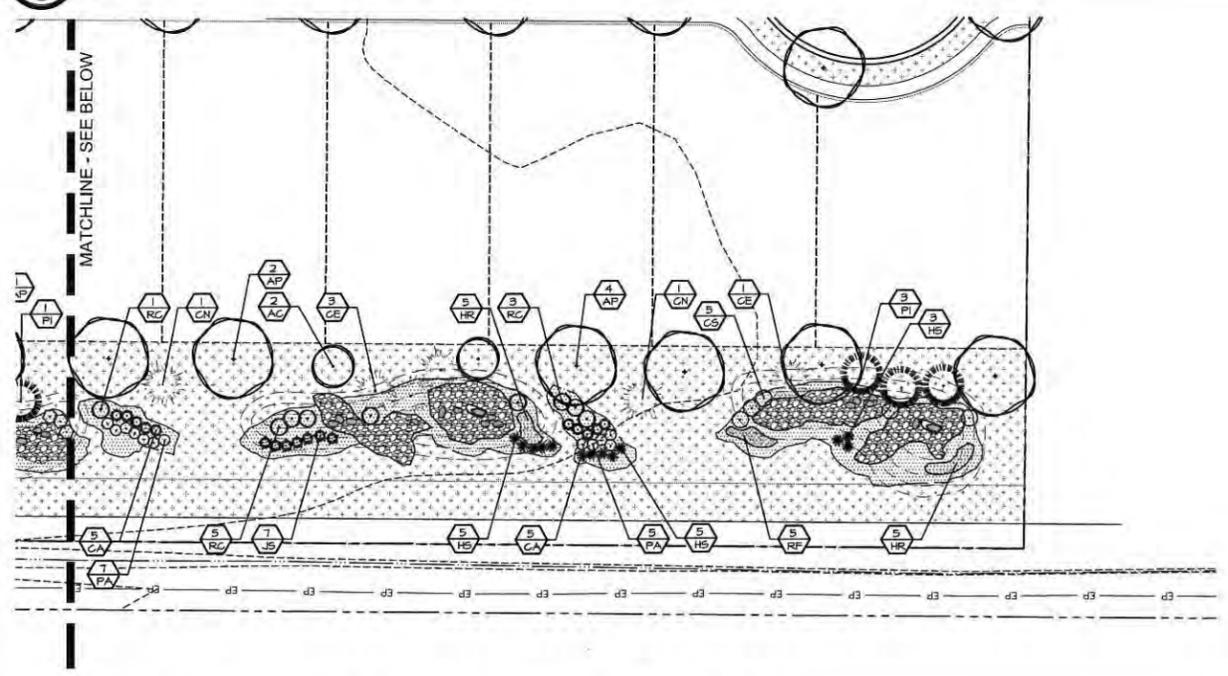
PARKWAY LANDSCAPE PLAN - AREA SIX
 SCALE: 1"= 50'-0"

ORIGINAL SURVEY ON FILE AT FOX LAND SURVEYS, INC.



E. HUBBARD ROAD

ENLARGED LANDSCAPE PLAN - AREA A
SCALE: 1" = 30'-0"

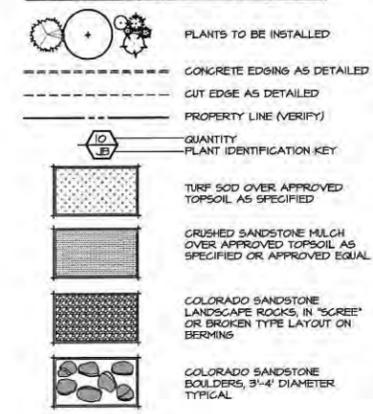


ENLARGED LANDSCAPE PLAN - AREA A - CONT
SCALE: 1" = 30'-0"

PLANT SCHEDULE

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES	CLASS
DECIDUOUS SHADE TREES						
	AF	Acer platanoides 'Deborah'	Deborah Norway Maple	2" CAL.	B4B	II
	AC	Acer platanoides 'Crimson Sentry'	Crimson Sentry Maple	2" CAL.	B4B	II
	TC	Tilia cordata	Shademaster Homelocust	2" CAL.	B4B	II
	ZS	Zelkova serrata 'Green Vase'	Green Vase Zelkova	2" CAL.	B4B	II
ORNAMENTAL FLOWERING TREES						
	PC	Pyrus calleryana 'Charicleer'	Charicleer Pear	2" CAL.	B4B	I
	PN	Prunus cerasifera 'Newport'	Newport Plum	2" CAL.	B4B	I
	PV	Prunus virginiana 'Canada Red'	Canada Red Chokecherry	2" CAL.	B4B	I
CONIFER TREES						
	CE	Cedrus atlantica 'Glauca'	Blue Atlas Cedar	6'-11' hgt.	B4B	I
	CN	Chamaecyparis nootkatensis 'pendula'	weeping Alaska Cedar	6'-7' hgt.	B4B	I
	PI	Picea abies	Norway Spruce	6'-7' hgt.	B4B	I
SHRUBS/PERENNIALS/ORNAMENTAL GRASSES						
	AL	Artemisia ludoviciana 'Silver King'	Silver King Artemisia	#1		
	CA	Calamagrostis x acutiflora 'Karl Foerster'	Foerster's Feather Reed Grass	#2		
	CS	Cornus sericea 'Isanti'	Isanti Dogwood	#5		
	EA	Euonymus alatus 'Compactus'	Winged Burning Bush	#2		
	HS	Helleborus scaberrimus	Blue Oat Grass	#1		
	JS	Juniperus squamata 'Blue Star'	Blue Star Juniper	#2		
	PA	Perovskia atriplicifolia	Russian Sage	#1		
	RG	Rhus copallina var. latifolia 'Morton'	Fraine Flame Sumac	#5		
	RF	Rubus odoratus 'Goldstrum'	Black Braid Susan	#1		
	MA	Mahonia aquifolium 'Compacta'	Compact Oregon Grape	#2		
	HR	Hemerocallis 'Red Rum'	Red Rum Daylily	#1		

LANDSCAPE LEGEND



CALLOUT LEGEND

- 40'-0" VISION TRIANGLE
- COMMON LOT PATHWAY SYSTEM
- 10' WIDE GREENBELT PATHWAY @ CANAL
- ENTRY MONUMENT STONEWORK - BY OWNER
- SWIMMING POOL FACILITY
- COMMON AREA OPEN SPACE
- 6'-0" FENCING
- PROPOSED IRRIGATION PUMP STATION
- PROPOSED SEWER LIFT STATION
- TOT LOT / PLAYGROUND AREA
- SOCCER FIELD / SOFTBALL FIELD
- MASON CREEK CANAL



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PATAGONIA
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KUNA, IDAHO
LANDSCAPE PLAN - AREA A



SCALE: 1" = 80'-0"

REVISIONS		
No.	Date	Description

PROJECT NO.:
14005
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CHECKED BY:
DATE:
02/21/2014

SHEET NUMBER
L17

S:_Project\101\14005 patagonia sub\CAD\14005 pp_landscape.dwg plotted by user06 on Thu, February 20, 2014, at 02:35 PM

ORIGINAL SURVEY ON FILE AT FOX LAND SURVEYS, INC.

M
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 ENLARGED LANDSCAPE PLAN - AREA B
 SCALE: 1"= 80'-0"



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 LANDSCAPE PLAN - AREA B



SCALE: 1"= 80'-0"

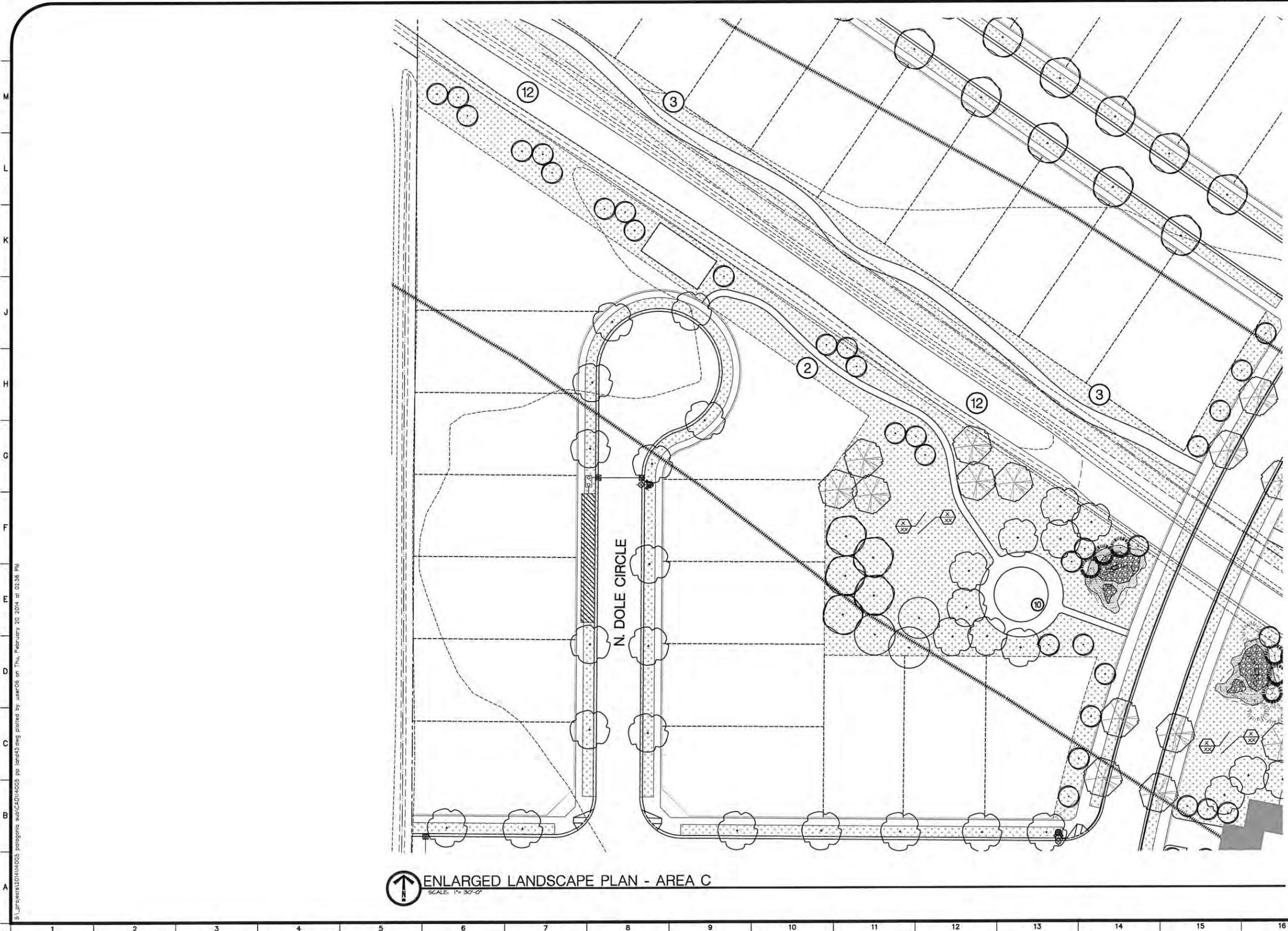
REVISIONS		
No.	Date	Description

PROJECT NO.:
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 DRAWN BY:
 CHECKED BY:
 DATE:
 02/21/2014

SHEET NUMBER
 L18

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S:_Project\A\101414005 patagonia sub\CAD\14005 ps landscape.dwg plotted by user06 on Thu, February 20, 2014, at 02:36 PM

ENLARGED LANDSCAPE PLAN - AREA C
 SCALE: 1" = 30'-0"



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 LANDSCAPE PLAN - AREA C**



SCALE: 1" = 30'-0"

REVISIONS		
No.	Date	Description

PROJECT NO.:
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 CHECKED BY:
 DATE:
02/21/2014

SHEET NUMBER
L19

ORIGINAL SURVEY ON FILE AT FOX LAND SURVEYS, INC.

M
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 ENLARGED LANDSCAPE PLAN - AREA D
 SCALE: 1" = 30'-0"



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 LANDSCAPE PLAN - AREA D



SCALE: 1" = 80'-0"

No.	Date	Description

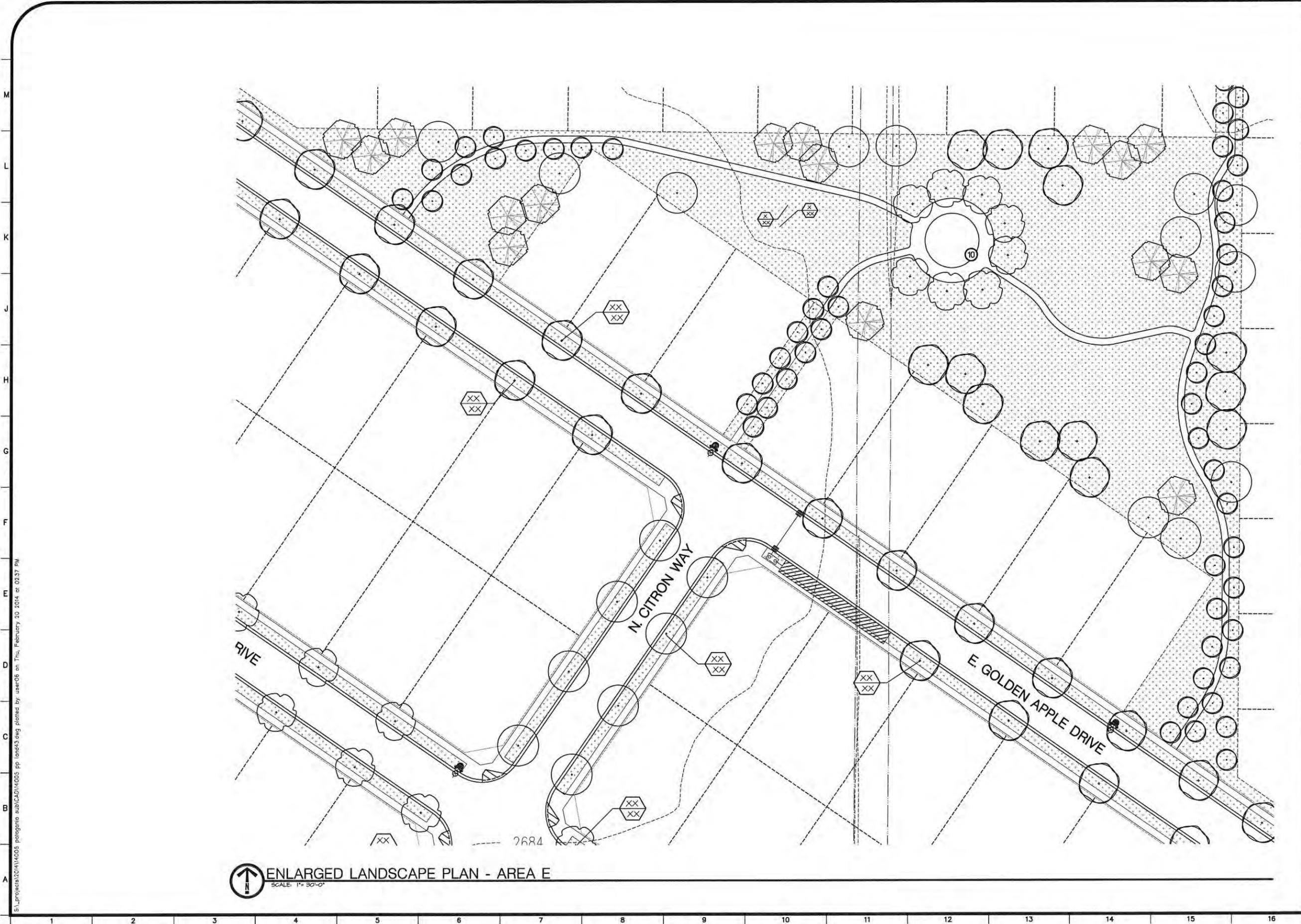
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 DATE:
 02/21/2014

SHEET NUMBER
 L1.10

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 ENLARGED LANDSCAPE PLAN - AREA E
 SCALE: 1" = 80'-0"



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 LANDSCAPE PLAN - AREA E



SCALE: 1" = 80'-0"

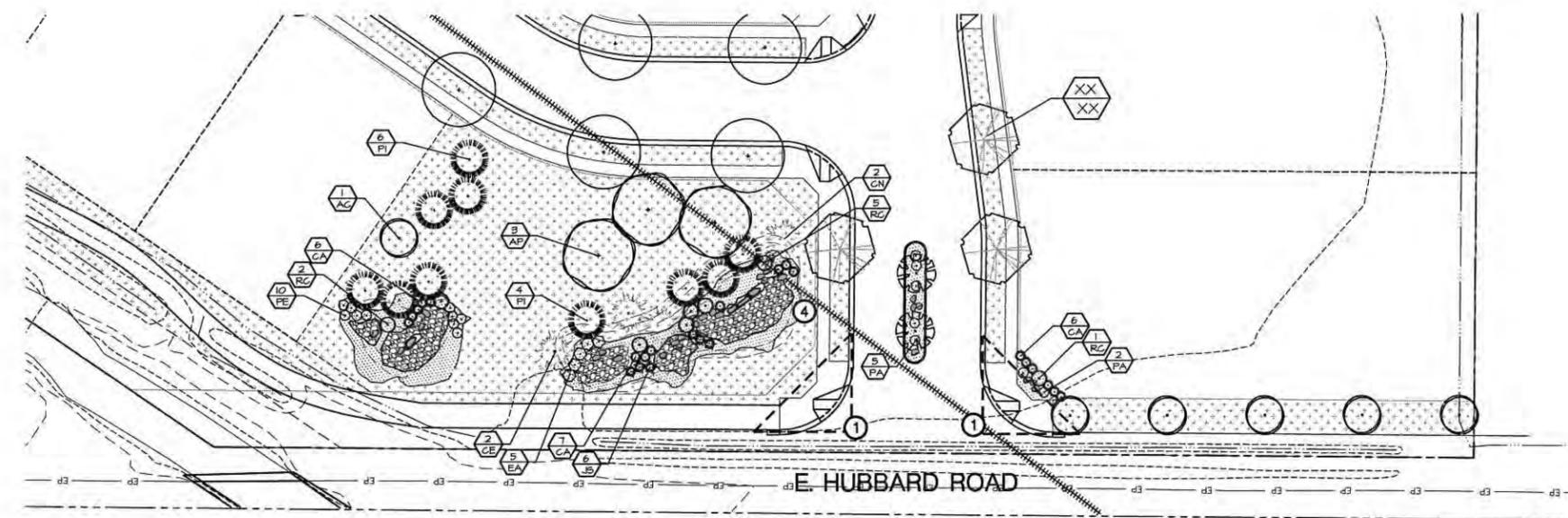
REVISIONS		
No.	Date	Description

PROJECT NO.:
 14005
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 CHECKED BY:
 DATE:
 02/21/2014

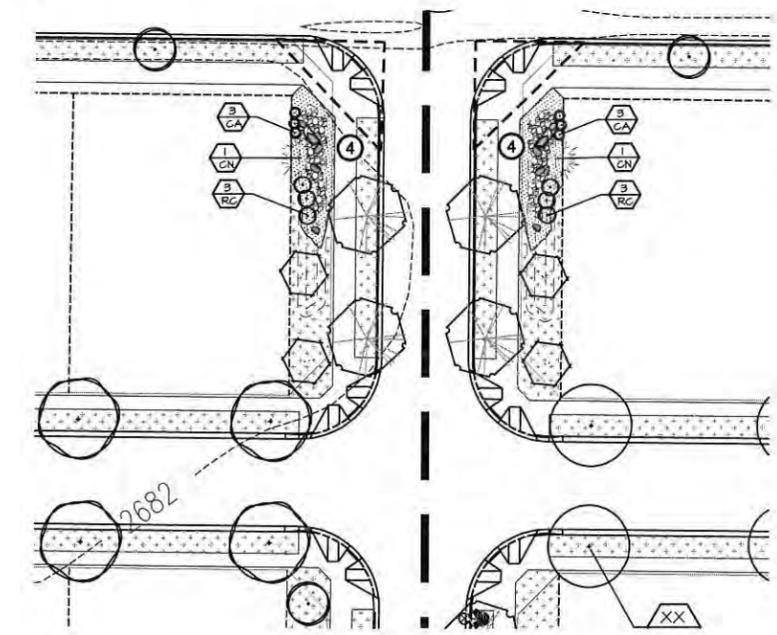
SHEET NUMBER
 L1.11

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ORIGINAL SURVEY ON FILE AT FOX LAND SURVEYS, INC.



ENLARGED LANDSCAPE PLAN - AREA F
SCALE: 1" = 30'-0"

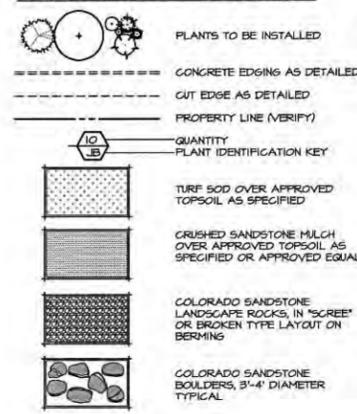


ENLARGED LANDSCAPE PLAN - AREA G
SCALE: 1" = 30'-0"

PLANT SCHEDULE

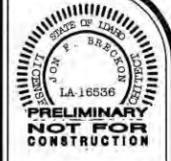
QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES	CLASS
DECIDUOUS SHADE TREES						
	AP	Acer platanoides 'Deborah'	Deborah Norway Maple	2" CAL.	B4B	II
	AC	Acer platanoides 'Grimson Sentry'	Grimson Sentry Maple	2" CAL.	B4B	II
	GT	Gleditsia triacanthos 'Inermis 'Shademaster'	Shademaster Honeylocust	2" CAL.	B4B	II
	TC	Tilia cordata	Little Leaf Linden	2" CAL.	B4B	II
	ZS	Zelkova serrata 'Green Vase'	Green Vase Zelkova	2" CAL.	B4B	II
ORNAMENTAL FLOWERING TREES						
	PC	Pyrus calleryana 'Chanticleer'	Chanticleer Pear	2" CAL.	B4B	I
	PN	Prunus cerasifera 'Newport'	Newport Plum	2" CAL.	B4B	I
	PV	Prunus virginiana 'Canada Red'	Canada Red Chokecherry	2" CAL.	B4B	I
CONIFER TREES						
	CE	Cedrus atlantica 'Glauca'	Blue Atlas Cedar	6"-7" Hgt.	B4B	I
	CN	Chamaecyparis nootkatensis 'pendula'	Weeping Alaska Cedar	6"-7" Hgt.	B4B	I
	PI	Picea abies	Norway Spruce	6"-7" Hgt.	B4B	I
SHRUBS/PERENNIALS/ORNAMENTAL GRASSES						
	AL	Artemisia ludoviciana 'Silver King'	Silver King Artemisia	#1		
	CA	Calamagrostis x acutiflora 'Karl Foerster'	Foerster's Feather Reed Grass	#2		
	CS	Cornus sericea 'Isanti'	Isanti Dogwood	#5		
	EA	Eurythmus alatus 'Compactus'	Winged Burning Bush	#2		
	HS	Helianthus sempervirens	Blue Oak Grass	#1		
	JS	Juniperus squamata 'Blue Star'	Blue Star Juniper	#2		
	PA	Ferovskia alpicifolia	Russian Sage	#5		
	RF	Rhus copallina var. latifolia 'Morton'	Prairie Flame Smead	#5		
	RF	Rudbeckia fulgida 'Goldstrum'	Black Eyed Susan	#1		
	MA	Mahonia aquifolium 'Compacta'	Compact Oregon Grape	#2		
	HR	Hemerocallis 'Red Rum'	Red Rum Daylily	#1		

LANDSCAPE LEGEND



CALLOUT LEGEND

- 1 40'-0" VISION TRIANGLE
- 2 COMMON LOT PATHWAY SYSTEM
- 3 10' WIDE GREENBELT PATHWAY @ CANAL
- 4 ENTRY MONUMENT STONEWORK - BY OWNER
- 5 SWIMMING POOL FACILITY
- 6 COMMON AREA OPEN SPACE
- 7 6'-0" FENCING
- 8 PROPOSED IRRIGATION PUMP STATION
- 9 PROPOSED SEWER LIFT STATION
- 10 TOT LOT / PLAYGROUND AREA
- 11 SOCCER FIELD / SOFTBALL FIELD
- 12 MASON CREEK CANAL

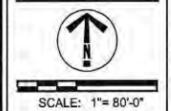


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LANDSCAPE PLAN - AREAS F & G

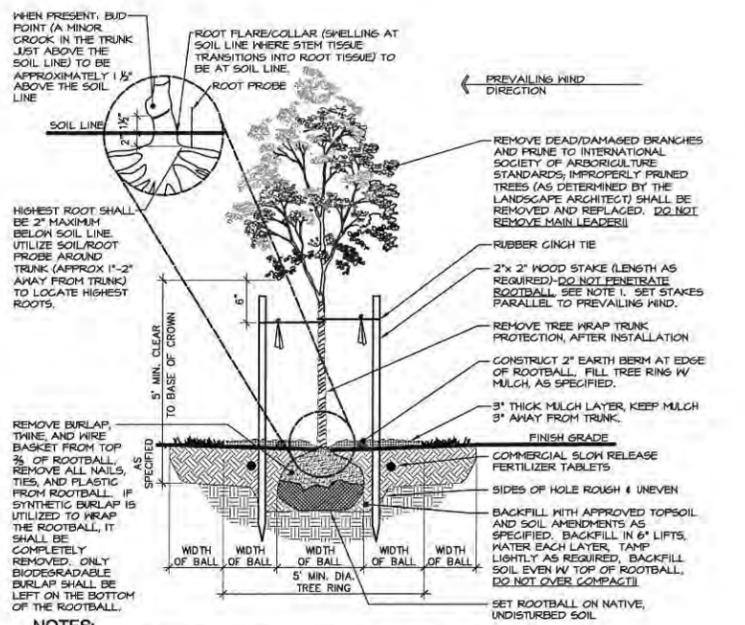


REVISIONS	
No.	Description

PROJECT NO.:
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DATE:
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L112

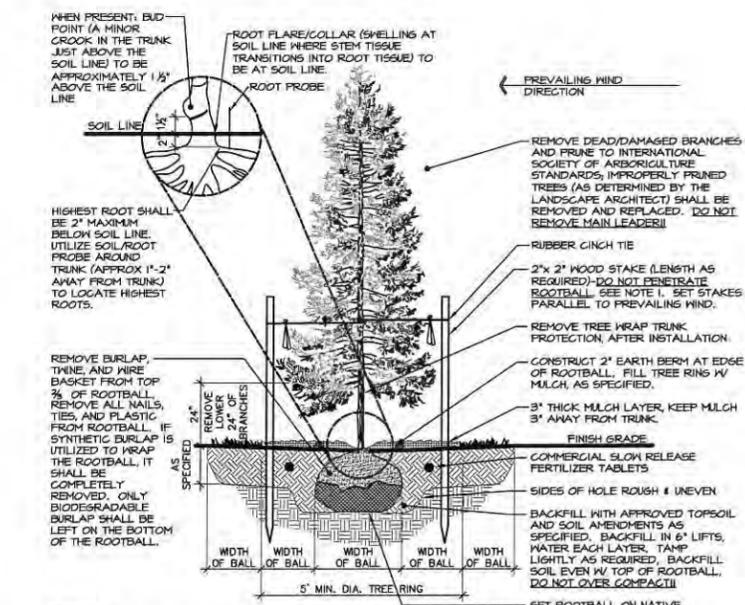
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ORIGINAL SURVEY ON FILE AT FOX LAND SURVEYS, INC.



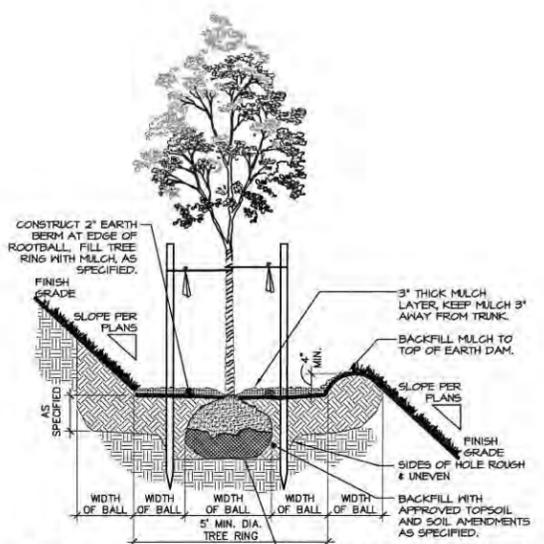
- NOTES:**
1. THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION, HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR ONE YEAR AFTER SUBSTANTIAL COMPLETION. ALL STAKING SHALL BE REMOVED AT THE END OF THE WARRANTY PERIOD.
 2. IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
 3. LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
 4. WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
 5. FOR TREES LOCATED WITHIN ROADSIDE PLANTERS LESS THAN 8'-0" IN WIDTH, PROVIDE TREE ROOT BARRIER (PEREGRIO #24 OR APPROVED EQUAL). LOCATE ROOT BARRIER AT BACK OF CURB AND EDGE OF SIDEWALK. ALL TREE INSTALLATIONS SHALL CONFORM TO ALL AGENCY APPROVAL REQUIREMENTS, CONTRACTOR SHALL VERIFY PRIOR TO ANY INSTALLATIONS.

1 DECIDUOUS TREE PLANTING
(TYPICAL FOR TREES 3" CALIPER OR LESS) NOT TO SCALE



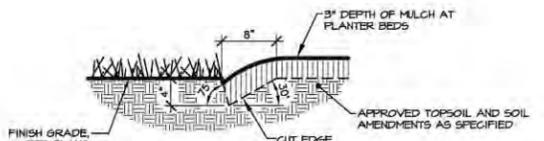
- NOTES:**
1. THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION, HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR LENGTH OF WARRANTY PERIOD OR 1 YEAR AFTER SUBSTANTIAL COMPLETION WHICHEVER IS GREATER. ALL STAKING SHALL BE REMOVED AT THE END OF THE WARRANTY PERIOD.
 2. IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
 3. LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
 4. WRAP RUBBER GINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYPING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
 5. WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
 6. IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

3 CONIFEROUS TREE PLANTING
NOT TO SCALE

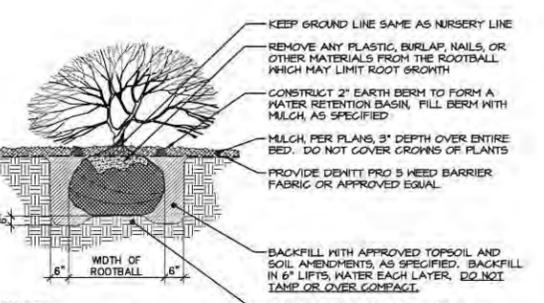


- NOTES:**
1. SEE DECIDUOUS AND/OR CONIFEROUS TREE PLANTING DETAILS FOR ADDITIONAL INFORMATION.
 2. IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
 3. LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
 4. WATER TREE TWICE WITHIN THE FIRST 24 HOURS, ENSURE EARTH DAM DOES NOT LEAK OR ERODE AND REPAIR AS REQUIRED.

2 TREE PLANTING ON BERM
(TYPICAL FOR TREES 3" CALIPER OR LESS) NOT TO SCALE

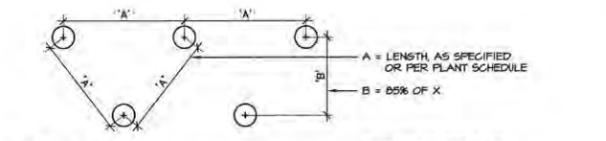


4 PLANTER BED CUT EDGE
(TYPICAL AT TREES IN TURF AREAS) NOT TO SCALE



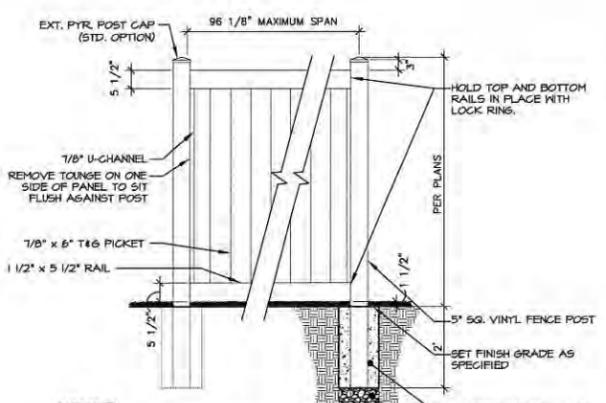
- NOTE:**
1. WATER SHRUB TWICE WITHIN FIRST 24 HOURS.
 2. APPLY SPECIFIED PRE-EMERGENT PER MANUFACTURER'S RECOMMENDATIONS TO ALL GROUNDCOVER BEDS.

5 SHRUB PLANTING
NOT TO SCALE



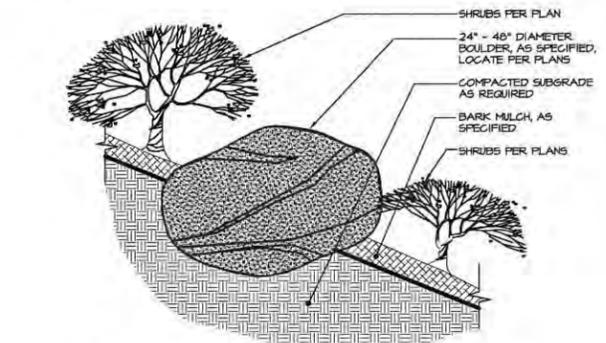
- NOTES:**
1. ALL GROUNDCOVER PLANTS TO BE PLANTED ON CENTER AND IN A TRIANGULAR PATTERN.
 2. APPLY SPECIFIED PRE-EMERGENT PER MANUFACTURER'S RECOMMENDATIONS TO ALL GROUNDCOVER BEDS.

6 PERENNIAL & GROUNDCOVER PLANTING
NOT TO SCALE



- NOTES:**
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 2. COLOR TO BE WHITE / ALMOND.

7 VINYL FENCE PANEL
Scale: NTS



- NOTES:**
1. NOTIFY LANDSCAPE ARCHITECT WHEN PLACING BOULDERS FOR APPROVAL.
 2. PLACE BOULDERS PRIOR TO INSTALLATION OF IRRIGATION.
 3. CLEAN BOULDERS OF DIRT AND LOOSE DEBRIS.
 4. WHEN PLACING BOULDERS, BURY 1/4 TO 1/2 OF BOULDER BELOW FINISH GRADE.
 5. DO NOT SCAR OR DAMAGE BOULDERS.
 6. WHEN GROUPING BOULDERS, DISTRIBUTE SIZES EVENLY. (I.E., IN A GROUP OF (6), (2) WILL BE LARGE, (2) WILL BE MEDIUM, AND (2) WILL BE SMALL.)

8 BOULDER INSTALLATION ON SLOPE
NOT TO SCALE



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PATAGONIA
SUBDIVISION
KUNA, IDAHO
LANDSCAPE DETAILS



SCALE: 1"= 80'-0"

No.	Date	Description

PROJECT NO.:
14005

DRAWN BY:

CHECKED BY:

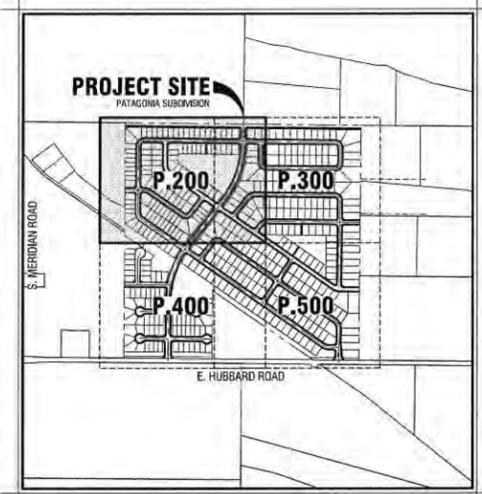
DATE:
02/21/2014

SHEET NUMBER
L1.13

S:\projects\101414005 patagonia sub\CAD\114005 pp 11043.dwg plotted by: user06 on Thu, February 20 2014 at 02:37 PM

PATAGONIA SUBDIVISION - 2013 PRELIMINARY PLAT

KUNA, IDAHO
 LOCATED IN THE S 1/2 OF SECTION 7,
 T. 2N., R. 1E., B.M., CITY OF KUNA, ADA COUNTY, IDAHO



1 PRELIMINARY PLAT KEY MAP
 SCALE: 1" = 1000' HORIZONTAL

2 PATAGONIA SUBDIVISION SITE PLAN
 SCALE: 1" = 80'-0" HORIZONTAL

HORIZONTAL SCALE IN FEET



CIVIL INNOVATIONS, PLLC
 P.O. Box 170811
 Boise, ID 83717
 Phone: (208) 914-0770
 www.civil-innovations.com



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NO.	DESCRIPTION	BY	DATE

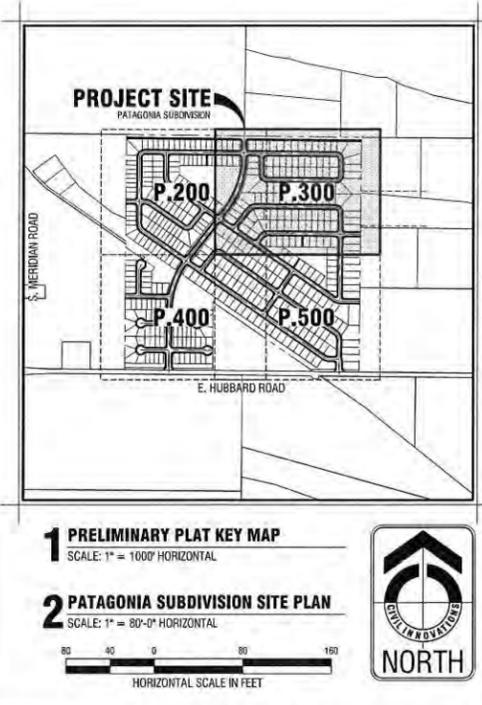
PATAGONIA SUBDIVISION
 KUNA, IDAHO
 PRELIMINARY PLAT

PROJECT #	PATAGONIA
DWG FILE	13-0910-PA
DESIGNED BY	BT
DRAWN BY	KDH
CHECKED BY	BT
ISSUE DATE	11/01/2013
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

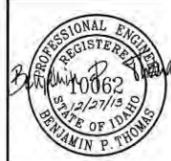
P.200
 SHEET 2 OF 5

PATAGONIA SUBDIVISION - 2013 PRELIMINARY PLAT

KUNA, IDAHO
 LOCATED IN THE S 1/2 OF SECTION 7,
 T. 2N., R. 1E., B.M., CITY OF KUNA, ADA COUNTY, IDAHO



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REVISIONS

NO.	DESCRIPTION	BY	DATE

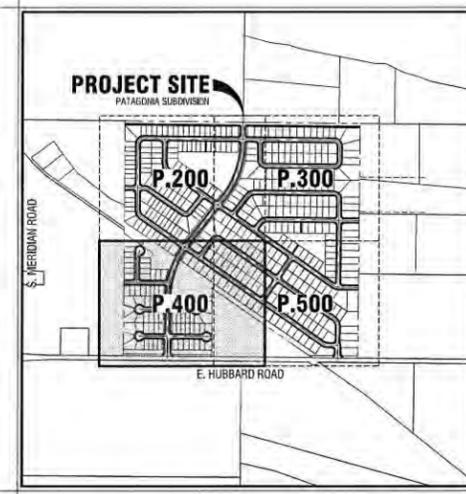
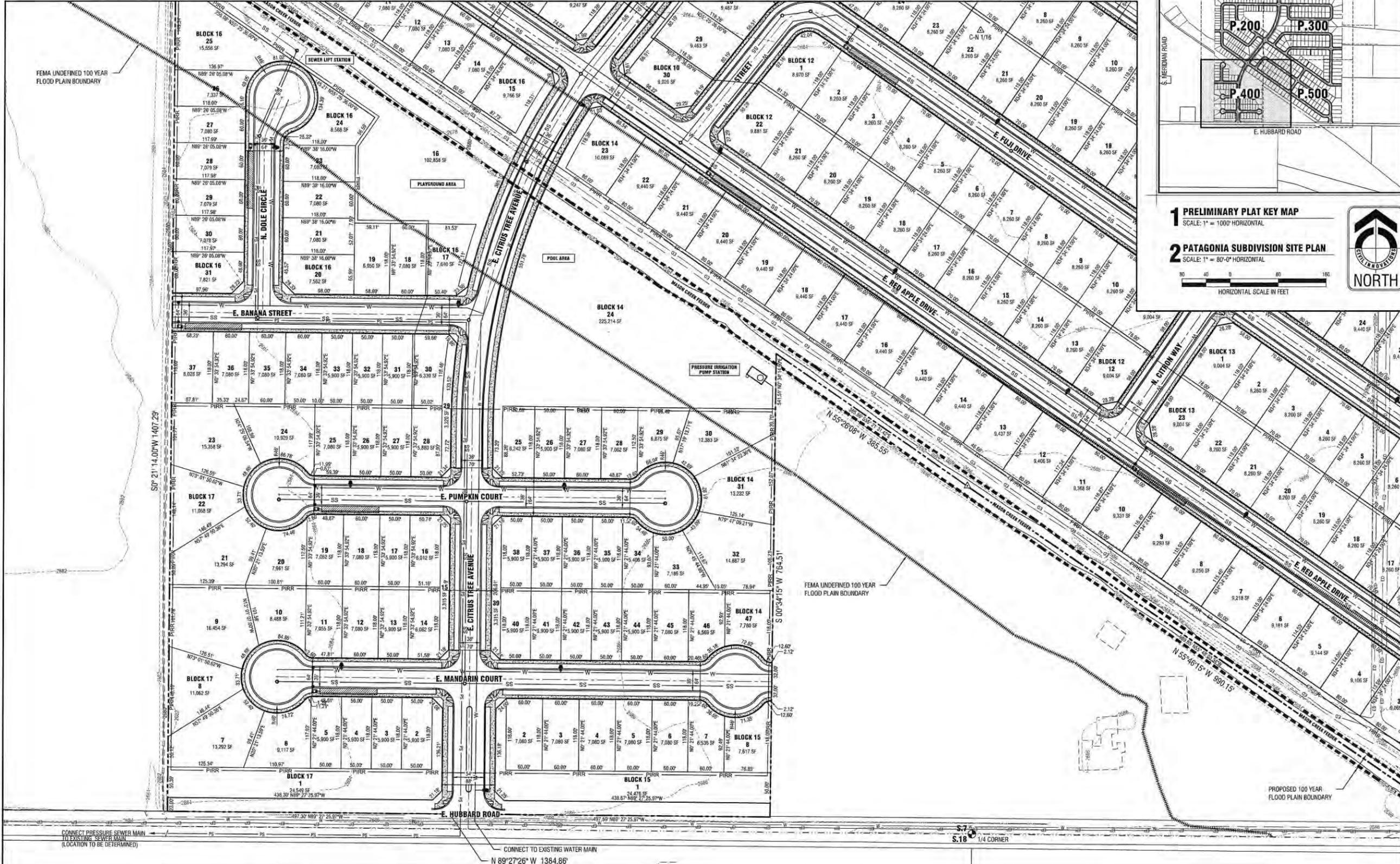
PATAGONIA SUBDIVISION
 KUNA, IDAHO
 PRELIMINARY PLAT

PROJECT #	PATAGONIA
DWG FILE	13-0910-PA
DESIGNED BY	BT
DRAWN BY	KDH
CHECKED BY	BT
ISSUE DATE	11/01/2013
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

P.300
 SHEET 3 OF 5

PATAGONIA SUBDIVISION - 2013 PRELIMINARY PLAT

KUNA, IDAHO
 LOCATED IN THE S 1/2 OF SECTION 7,
 T. 2N., R. 1E., B.M., CITY OF KUNA, ADA COUNTY, IDAHO



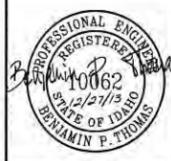
1 PRELIMINARY PLAT KEY MAP
 SCALE: 1" = 1000' HORIZONTAL

2 PATAGONIA SUBDIVISION SITE PLAN
 SCALE: 1" = 80'-0" HORIZONTAL

HORIZONTAL SCALE IN FEET



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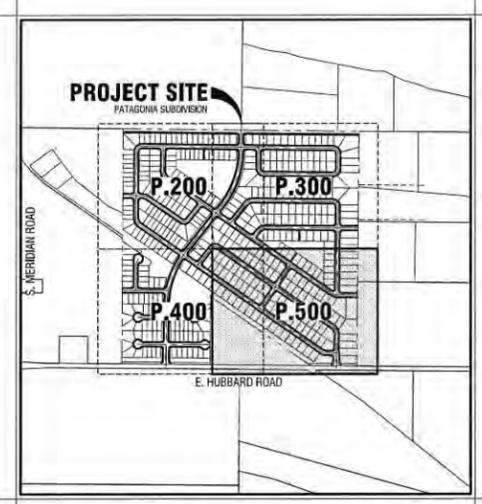
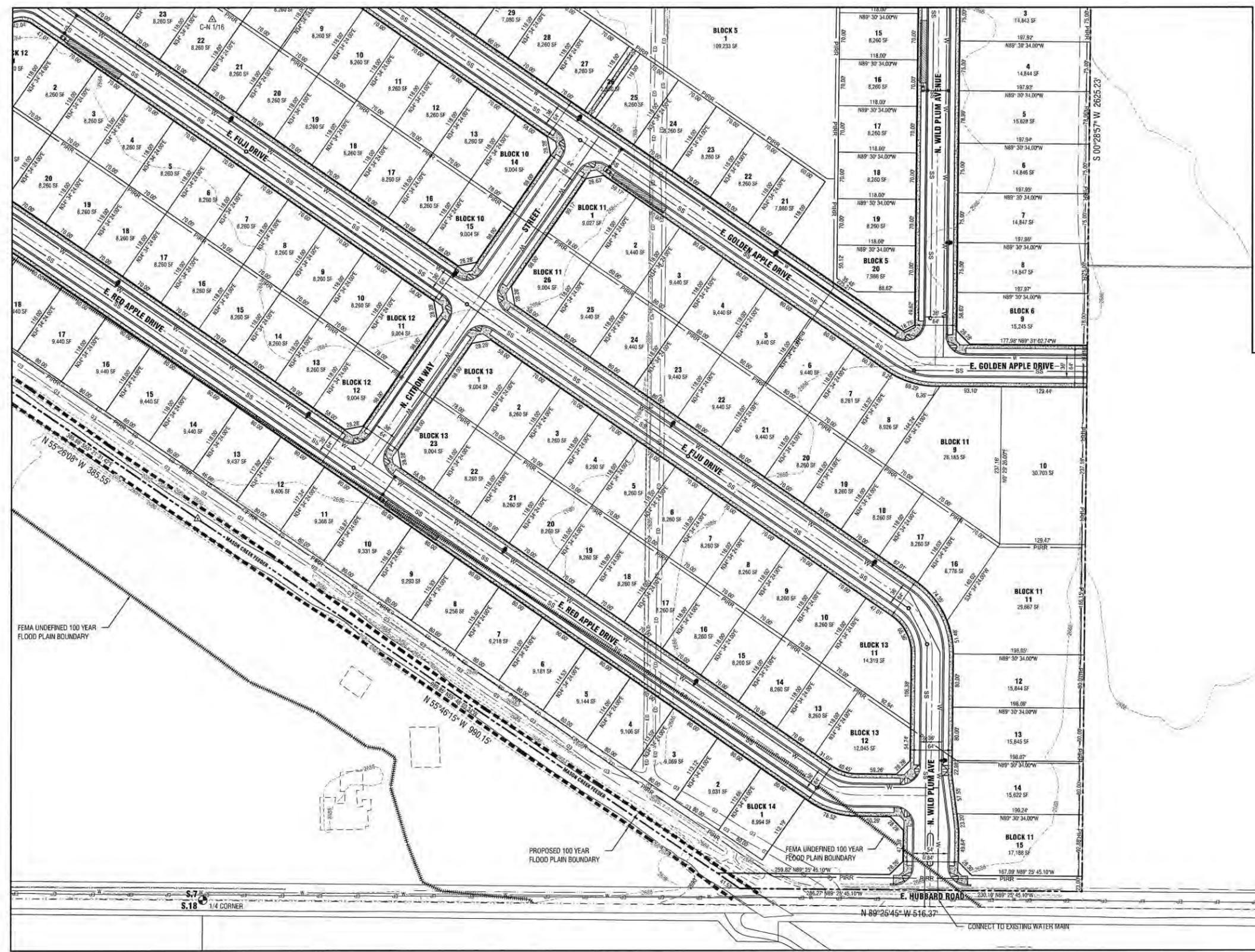
PATAGONIA SUBDIVISION
 KUNA, IDAHO
 PRELIMINARY PLAT

PROJECT #	PATAGONIA
DWG FILE	13-0910-PA
DESIGNED BY	BT
DRAWN BY	KDH
CHECKED BY	BT
ISSUE DATE	11/01/2013
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

P.400
 SHEET 4 OF 5

PATAGONIA SUBDIVISION - 2013 PRELIMINARY PLAT

KUNA, IDAHO
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 T. 2N., R.1E., B.M., CITY OF KUNA, ADA COUNTY, IDAHO



1 PRELIMINARY PLAT KEY MAP
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HORIZONTAL SCALE IN FEET



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NO.	REVISIONS	DESCRIPTION	BY	DATE

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 KUNA, IDAHO
 PRELIMINARY PLAT

PROJECT #	PATAGONIA
DWG FILE	13-0910-PA
DESIGNED BY	BT
DRAWN BY	KDH
CHECKED BY	BT
ISSUE DATE	11/01/2013
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

P.500
 SHEET 5 OF 5

October 21, 2014

Kuna Planning and Zoning Commission

Re: Patagonia Subdivision – 14-05-AN (Annex), 14-04-DA 9Dev Agree, 14-03-S (Sub), 14-06-DR (Design Review)

My name is Gena Russell and my husband, Brad Russell, and I own ten acres located at 1392 E. Bramble Lane and contiguous to the east boundary of the proposed Patagonia Subdivision. We have followed this parcel of land since the first plat (Criterion Orchards Subdivision) was proposed in 2007 and request consideration of the following:

1. Lack of School Site

- a. The project was originally proposed with an approximate 7-acre school site; however, when the developer was advised that the site was undersized, the lot was removed from the development plan. It appears that the subdivision still does not have a school site.
- b. I have left messages at the school district offices and been promised a call back. I have spoken with School Board Chair, Carl Ericson, on two occasions. As of today I have not received a response regarding the School District's plans for addressing future land needs related to student population growth resulting from the proposed subdivision.
- c. Based on standard calculations, each lot / unit will add an average of 1.2 students to the public education system for a total of 564 students.
- d. In years past, estimates of students housed per school site is 600 / elementary, 1,000 / middle school, 1,500 / high school and Kuna School District recommended acres was 12-15 for elementary, 45 for middle school and 55 for high school.
- e. If development is to pay for itself, developers must step up and allocate adequate land to support public services.

2. Traffic Flow

- a. The preliminary plat shows two ingress / egress points; all at Hubbard Road. It is my understanding that Hubbard Road will be widened and the ingress / egress points meet the minimum distance requirement.
- b. A traffic study has been completed and although the Idaho Transportation Department (ITD) is not required to sign-off of the plat, ITD has indicated that a controlled signal should be installed at Hubbard and Meridian Roads.
- c. Without a controlled signal at Hubbard and Meridian Roads, it is likely that fatal collisions at the intersection will increase and/or traffic will flow to Locust Grove, which is not being widened.

Thank you,



Gena Russell
208-871-4215



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

Telephone (208) 922-5546

Email: chris@cityofkuna.com

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Chris Engels

DATE: November 25, 2014

RE: Funds for match for an economic development grant – Jeff Tunison Community Fund

For Council Consideration:

- Approval of \$1,250 from contingency to be used as a match for the Jeff Tunison Community Fund for economic development grant.
 - The purpose of the grant funds will be to contract for consultant services to coordinate with the city and stakeholders to develop a Kuna Downtown Revitalization Plan, Strategic Funding Plan and Project Concept Development.
 - An additional \$750 will be used from the High Five Grant – Downtown Revitalization to bring a total of \$2,000 – 10% match for the proposed grant.
 - The tentative amount of the grant application will be for \$20,000.
 - The grant application is due no later than December 12, 2014.



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Ready, Set...Go!!

2014-2015

1. Apply for Planning Grants
2. Develop a Downtown Revitalization Plan
3. Develop a Strategic Funding Plan
4. Project Concept Development (details needed for grant applications and construction cost estimates)
5. Apply for Construction Grants

2015-2016

1. Build your projects
2. Re-assess
3. Do it again! Go to the next project, repeat Steps #4 & #5.

2016-2017

1. TBD

The Time is Now.

Kuna's time is now. The economy has recovered, the housing market has stabilized, commercial activity is on the upswing and local infrastructure investment is under way.

Let's keep the momentum going. Downtown Kuna is home to several small businesses that support the heart and soul of the community. Even as Kuna

grows outward, the locals still value its core small-town charm and way of life.

Kuna's downtown is full of character and opportunity. It's time focus on its best asset. A downtown revitalization plan could be the kick-start the City needs to not only dream up a better Main Street, but to make those dreams a reality.

On October 23, 2014, the City took a big step forward by hosting a workshop to seek input from business owners, City Council members and the Mayor to identify goals and specific projects for downtown Kuna. A summary of common themes that came out of this workshop include:

- Flags/banners
- Decide what to do with the old school gym – maybe demo for parking
- More prominent crosswalks
- Engraved bricks (could use for fundraiser)

* See attached **Workshop Summary**

This valuable input will help guide the City with near-term investment decisions.

How to Move Forward ... What Now?

A question was asked at the workshop about why everyone keeps talking about what they want to do (referring to the ACHD downtown corridor plan) but nothing is being done? This is a great question. Now that the City of Kuna is in a leading role in downtown revitalization (with support from ACHD), continued success is much more likely to occur.

In order to make the community's vision come true, there's very distinct steps that should be taken to achieve success. In our experience, we have found that a good place to start is to secure funding for planning, form a ¹Downtown Revitalization Steering Committee and develop a Downtown Revitalization Plan.

Other specialty committees may need to be formed in the future to implement projects identified in the Downtown Revitalization Plan (i.e. arts, historic preservation, greenbelt, etc.). With a strong vision

Common Goals

- Make Kuna a destination – keep Kuna residents in Kuna
- Community pride
- Create better connectivity/walkability
- Create a safer feel downtown
- More opportunities for events
- Improve parking and sidewalks
- Attract new business
- Incorporate art and history
- Improve/utilize underdeveloped areas
- Create better environment for biking
- Businesses willing to put skin in the game

Specific Projects

- Clean up storefronts/façade program
- Fix sidewalks
- New landscaping
- Better lighting
- Public art program (Birds of Prey theme?)
- Murals and other history elements
- More/better signage
- Event venues (music, recreation, children, etc.)
- Outdoor seating/café areas/benches

¹ A Downtown Revitalization Steering Committee should be comprised of a project champion (as previously discussed with City staff), business owners, stakeholders, ACHD, decision makers, students (various ages), funding agencies, etc.

and consensus, success is much more likely to occur if people who specialize in these areas are involved early and often.

With some of the groundwork that has been laid with the Kuna Downtown Corridor Plan lead by ACHD, now Kuna is in a position to move forward with a comprehensive downtown revitalization plan with a focus on other facets of downtown revitalization including community branding, art, benches, façade improvement programs, decorative lighting, wayfinding signage, parking, an agreed-upon street section (if needed), and city-managed public infrastructure.

2014 – 2015 Action Plan

1. Apply for Planning Grants

Fortunately, there are grants out there that can help pay for some of the up-front planning and engineering costs associated with developing a downtown revitalization plan. The City would likely need to provide local matching dollars in order to be competitive. Kuna is currently eligible to apply for the following planning grants:

- ✓ **USDA Rural Business Enterprise Grant (RBEG)**
(up to \$15,000 per application)
- ✓ **Capital Matrix Foundation Grant**

The Jeff Tunison Community Fund – total fund has \$120,000 for FY15. It is recommended to call and find out how much the City should apply for.

Kuna may become eligible to apply for an Idaho Gem Grant in the future. According to staff at

Idaho Department of Commerce, the population threshold for eligibility may increase from 10,000 to 50,000 next year. It is recommended that Kuna staff stay in contact with Commerce to monitor the possibility of eligibility.

Additional details about these funding sources are included in a ***Draft Strategic Funding Plan*** attached to this document.

Need Help from a Consultant?

The City has two options for hiring a consultant to perform these services (grant writing, planning, and grant administration):

1. If the services are less than \$25,000 the City of Kuna may hire a consultant of their choice without advertising and/or soliciting proposals.
2. If services are expected to be between \$25,000 and \$100,000, the City of Kuna should follow the Idaho Department of Commerce procurement process by seeking proposals from three (3) certified grant administrators. This will put the City of Kuna in the best position to receive Idaho Community Development Block Grant dollars for a Downtown Revitalization project next year.

2. Develop a Downtown Revitalization Plan

Why does Kuna need a Downtown Revitalization Plan? Simply put, funding agencies such as the Idaho Department of Commerce expect to see that the City has developed a plan with prioritized improvements that are supported by business owners and the public. Funding agencies also want to see that the City is ready to make real changes that will support long term economic growth for existing and future businesses.

3. Develop a Strategic Funding Plan

Once a Downtown Revitalization Plan has been developed, a strategic funding plan should be developed and followed to implement the improvements identified in the plan. A **Draft Strategic Funding Plan** is attached to this document and may be used to implement projects identified during the workshop on October 23, 2014. This Draft Strategic Funding Plan may be updated once the Downtown Revitalization Plan is complete.

4. Project Concept Development

(details needed for grant applications and construction cost estimates)

Once funding sources have been identified for priority projects, official concepts and construction cost estimates should be developed. These items are needed to support grant applications and they can help the City with budgeting for matching dollars and determining what, if any, in-kind labor can be done to help reduce costs.

5. Apply for Constructions Grants

Once a concept plan and construction cost estimate has been prepared, the City of Kuna will be ready to apply for grants to fund construction improvements. The most obvious grant that the City of Kuna should apply for in 2015 is an Idaho Community Development Block Grant for downtown revitalization improvements. Grant applications are due the week before Thanksgiving of each year and the maximum grant amount is limited to \$500,000.

Additional grants are identified in the **Draft Strategic Funding Plan** attached to this document.

Communication is Key

Communication is very important when embarking on a downtown revitalization effort. Attendees at the workshop expressed an interest in being informed on a regular basis so they can be aware of ongoing accomplishments and upcoming projects. It is recommended that the City of Kuna send out (email and/or mail) a quarterly newsletter to the meeting attendees and other interested parties. Ideally, the greater public would also be informed so they know that action is underway to improve downtown. Sharing this information with the greater public could result in volunteers and stakeholders offering valuable input into this overall effort.

The content of the first newsletter could inform them of what was heard at the workshop and next steps (i.e. grant applications in the works, projects currently underway, planned projects, status of establishing a downtown revitalization committee, etc.).

There is a **contact list** attached to this document with names, phone numbers and email addresses of those who attended the workshop and those interested in serving on a future Downtown Revitalization Committee.

Attachments:

- ✓ **Workshop Summary** (October 23, 2014)
- ✓ **Draft Strategic Funding Plan**
- ✓ **Contact List**

Contact Us

Pick up the phone, we're here to help.

Boise (Headquarters)

250 S. Beechwood Ave. Suite 201

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Lisa Bachman, AICP, PCED

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Travis Jeffers, Planner

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Kuna Downtown Revitalization Workshop

Kuna City Hall | October 23, 2014 | 11:30 a.m. – 1:00 p.m.

WORKSHOP SUMMARY

Introduction & Review of Agenda

Chris Engels welcomed the group and reviewed the agenda for the meeting.

ACHD Commissioner Presentation

Mitch Jaurena discussed the status and future of several transportation projects.

Downtown Revitalization

Lisa Bachman provided an overview of downtown revitalization, keys to success and examples of other Idaho towns that have completed a downtown revitalization process.

Workshop Logistics

Andrea Gumm from the Langdon Group, a subsidiary of JUB, reviewed the logistics for the workshop. Meeting attendees were instructed to join one of six tables for a facilitated discussion. The first part of the discussion covered visions and goals while the second portion allowed participants to generate specific ideas for revitalization. After the allotted time for discussions ended, a representative from each table reported out to the larger group.

Work Group Session

Workshop attendees had five minutes for introductions; ten minutes to discuss vision and goals; ten minutes to generate ideas for revitalization; and five minutes to summarize the table's findings for reporting out to the larger group. Group members showed great enthusiasm for a downtown revitalization and appreciated the opportunity to generate goals and ideas with fellow Kuna business owners. The transcribed notes from the work group session are provided at the end of this summary.

Report Out/Summary of Discussions

Each table had several minutes to report group findings to the rest of the workshop participants. Similar themes surfaced during each table's presentation including, aesthetic improvements, creating a common identity and leveraging multiple local businesses and grants for additional funding.

Common Goals

- Make Kuna a destination – keep Kuna residents in Kuna
- Community pride
- Create better connectivity/walkability
- Create a safer feel downtown
- More opportunities for events
- Improve parking and sidewalks
- Attract new business

- Incorporate art and history
- Improve/utilize underdeveloped areas
- Create better environment for biking
- Businesses willing to put skin in the game

Specific Ideas

- Clean up storefronts/façade program
- Fix sidewalks
- New landscaping
- Better lighting
- Public art program (Birds of Prey theme?)
- Murals and other history elements
- More/better signage
- Event venues (music, recreation, children, etc.)
- Outdoor seating/café areas/benches
- Flags/banners
- Decide what to do with the old school gym – maybe demo for parking
- More prominent crosswalks
- Engraved bricks (could use for fundraiser)

Next Steps

Lisa Bachman explained that the City will identify a project for High Five grants funds to go towards and will look for funding sources to implement other ideas from the workshop.

Closing

Mayor W. Greg Nelson closed the meeting and thanked everyone for his or her attendance. He is optimistic about moving ahead with a downtown revitalization.

Notes from Kuna Downtown Revitalization Workshop

Group 1

- Storefront
- Sidewalks/connection
- Lighting – lighting on Greenbelt
- Eye-catching signs
- Plants, statues and art
- Infrastructure – i.e. water improvements
- Safety
- Accessibility – straight roads

- Removal of trash
- Parking – a central location
- Signage directing motorists to parking
- Outdoor music venue
- Kids have opportunities to play
- Volleyball court at the park
- Bicycle friendly – i.e. racks
- Move “Welcome” sign closer to Meridian Road
- Events center
- Swimming pool
- Retail/shopping
- Movie theater
- Common identity
- How to make Kuna a destination?
- Redo painting on Post Office
- Bring in businesses that create walkability downtown
- Café or a bistro so people could sit outside
- Benches or seating area – spread out so there are pockets of seating
- Establish trucking route
- Similar aesthetic feel of building – look at changing code and zoning
- Improve areas outside senior center – cut trees
- More things for teenagers to do – bowling alley, fishing friendly

Initial Priorities

- Lighting/storefronts
- Pressure wash brick exterior
- Landscaping – hanging pots/trees, extended islands to all tree growth
- Decorate downtown during Christmas with nice decorations

Leverage

- Each business contribute funds – start the pot
- Identify different grant sources
- Coordination/clarification with grant writer

Final Thoughts

- How will roundabout impact business?
- Bridge needed over railroad tracks on Swan Falls Road
- Crosswalks, sidewalks and safety

Group 2

Goals

- Walkable and safe on both ends of town
- Needs cohesiveness
- Sidewalks
- Renewal
- Fresh
- Keep history, celebrate
- Inviting – flowers, lights, pots, benches
- Prob. not awnings
- Art/sculptures – B.O.P.
- Not transp. corridor
- No 4-lane highway
- Outdoor seating
- Revitalize sidewalks
- Trucks > bypass? More visible/truck lane/Swan Falls, help with congestion
- Renewed parks, more inviting for kids
- Fountain/splash pad
- One way, no on-street or angled parking, wider sidewalks
- Trees, greenery down middle
- “It’s a wonderful life” town
- Bring in businesses

20k grant

- Matching program: Façade
- Park – better grass, new fence (not chain link), doesn’t look inviting
- Hitting/batting
- Benches, lights, pavers in certain areas, durable
- Willing to put skin in the game (businesses)
- Light posts/old lamp, like new Bride Ave lights
- Crosswalks – different colors, safer for pedestrians
- Chamber office > put info about Kuna history, building
- Connectivity of sidewalks to Paul’s/downtown area
- Safe bike riding and bike parking
- Artist to finish mural on Community Hall

Don't want

- More bars
- Chain link
- old faded awnings

Resources

- BOP/art, creek, railroad > incorporate, sense of community
- BMX track

Group 3

- Life
- Beautify
- Walkability
- Lighting
- Safety
- Sidewalks
- Gathering
- Events
- More/different businesses in downtown
- Parking
- Attractive storefronts (flexibility)
- Nightlife
- Keep Kuna people in Kuna
- Landscaping
- Community pride
- Public art program
- Historic elements
- Façade program
- Community function
- Benches
- Flowers
- Sidewalks
- Lights
- Clean-up
- Flags/banners
- Gym property – demo? Pave? Parking?

Group 4

Goals and Vision

- Core plus incorporate connectivity to Meridian Road/School Street
- Improve corridor to downtown
- Kay/Avalon intersection
- Greenbelt extension
- Downtown events
- Incorporate plaza improvements into historic block
- Improve underdeveloped areas/utilize
- Design guidelines
- Awareness and communication with downtown businesses
- Showcase Kuna history/art

Ideas

- Façade improvements > incentivize
- Greenbelt -- public/private property buffer
- Landscaping, lighting, benches
- Wider sidewalks
- Landscape center island
- Replace trees near building with plants
- Additional parking
- Improve walkability
- Pave park parking lot on 2nd Street

Group 5

- Bar > brewery
- Outdoor areas
- Cleanup façade program
- Benches, lights
- Pot landscape, awnings
- Paint, windows
- Mini golf
- Bike friendly
- Atmosphere, charm
- Roadway median landscaping
- Walkability
- More attractions

- Diversity among businesses
- Daytime mom and pop shops
- Ice cream
- Inviting exteriors
- More events, cooperation among businesses
- Action! Commitment!
- Angled parking – maximize ROW
- Historical markers
- New sidewalks on both sides of Main
- Creative concrete finishes
- Art
- Aesthetic
- Brick
- Theme – birds of prey art throughout
- Old, not in a good way
- Match program?
- Self-assessment, storefront
- Doors, windows, paint, awnings, benches

Group 6

Vision and Goals

- More inviting
- Wider/better sidewalks
- Urban forestry/landscaping
- Outdoor cafes
- Walk from Greenbelt to downtown
- Angled parking?
- One-way streets?
- Family friendly
- Downtown park with corridor
- Somewhere to hang around
- Inviting, entrances/lights
- Water feature
- Beautification
- Fix hodge-podge
- Capitalize on historical/heritage
- Connectivity/walkability to and around downtown
- Get people out of their car to window shop

Specifics

- Improve lighting – Kuna signature
- More prominent crosswalks
- Driver education/enforcement
- Involve kids in solutions – sign design
- Map with points of interest
- Trees and benches
- Adding sidewalks/paths for connectivity
- Engraved bricks – fundraiser
- Engaging business to buy into vision
- Use grant money for matching improvements for businesses

Paz, Ana M.	Kuna Event Center	info@elgallogirokuna.com	761.3005	
Plaisance, Joy	Sunshine Preschool, Owner	joy@mysunshinepreschool.com	830.9776	N
Russell, Sheri	JRX & Le Bois Realy	jsrhousing@gmail.com	631.1119	Y
Salewski, Bob	Kuna Business Center	bobski4@msn.com		
Stear, Joe	Kuna Machine Shop	jstear@live.com	922.4546	Y
Stevens, Kristen	The Red Chair, Owner	kristenstevens4203@gmail.com	922.5223	
Stubbs, Lloyd	Stubbs Realty and Fireworks	stubbsrealtypyro@questoffice.net	870.5035	Y
Sugai, Mary Anne	Kuna Chamber of Commerce, Executive Director	information@kunachamber.com	922.9254	M
Walthall, Travis	Custom Rx Pharmacy	traverash@hotmail.com	922.4400	
Watson, Blake	Idaho Power	blakewatson@idahopower.com	388.2413	
Wrigley, Krissa		krissa.wrigley@gmail.com		

**RESOLUTION NO. R81-2014
CITY OF KUNA, IDAHO**

**AGREEMENT WITH ARMY CORPS OF ENGINEERS TO FILL, RELOCATE
AND TILE A PORTION OF THE DRAIN THAT IS LOCATED WITHIN THE
CITY OF KUNA'S ARBOR RIDGE PARK**

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE AGREEMENT WITH THE DEPARTMENT OF ARMY, CORPS OF ENGINEERS PERMITTING THE CITY OF KUNA, IDAHO TO FILL RELOCATE AND TILE A PORTION OF THE HUBBARD BEAL DRAIN THAT IS LOCATED WITHIN THE CITY OF KUNA'S ARBOR RIDGE PARK; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

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

Section 1. The Agreement with the Department of Army, Corps of Engineers permitting the City of Kuna, Idaho to fill, relocate and tile a portion of the Hubbard Beal Drain through Arbor Ridge Park, as more particularly described in the Agreement, attached hereto as EXHIBIT A, and referenced as File Number NWW-2014-00547 with the Department of Army, Corps of Engineers.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 2nd day of December 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 2nd day of December 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
BOISE REGULATORY OFFICE
10095 WEST EMERALD STREET
BOISE, IDAHO 83704-9754

RECEIVED
NOV 24 2014
KUNA CITY CLERK

November 20, 2014

Regulatory Division

SUBJECT: NWW-2014-00547, City of Kuna, Hubbard Beal Drain

Honorable Mayor W. Greg Nelson
City of Kuna
Post Office Box 13
Kuna, Idaho 83634

Dear Mayor Nelson:

We have determined that your proposed project City of Kuna, Hubbard Beal Drain is authorized in accordance with Department of Army (DA) **Nationwide Permit (NWP) No. 46: Discharges in Ditches**. This project is located at the Kuna City Park, within Section 14 of Township 2 North, Range 1 West, near latitude 43.5162° N and longitude -116.4208° W, in Ada County, in Kuna, Idaho. Please refer to File Number NWW-2014-00547 in all future correspondence with our office regarding this project.

Project activities include the filling of approximately 709 linear feet of the existing channel of the Hubbard Beal Drain, a waters of the United States (U.S.), including wetlands, and relocating and tiling the drain along the western boundary of the Kuna City Park. The work will entail the excavation of the new channel within uplands and a 36 inch concrete pipe, and four manholes installed for a total of 96 cubic yards of concrete discharged below the new ordinary high water mark. The old channel will be filled in with earthen material for a total 526 cubic yards of fill material within 8508 square feet (0.2 acres), of which 1,660 square feet (0.038 acres) are emergent wetland fringe. All work shall be done in accordance to the attached drawings, titled, *Kuna City Park, Hubbard Beal Drain*, dated September 2014.

DA permit authorization is necessary because your project would involve the discharge of fill material into waters of the U.S., including wetlands. This authorization is outlined in Section 404 of the Clean Water Act (33 U.S.C. 1344).

PERMIT CONDITIONS

You must comply with all regional, general, and special conditions for this verification letter to remain valid and to avoid possible enforcement actions. The regional and general permit conditions for *NWP No. 46: Discharges in Ditches* are available at <http://www.nww.usace.army.mil/BusinessWithUs/RegulatoryDivision/NationwidePermits.aspx>. If you are unable to access this website or would prefer a hard copy of the regional and general

- 2 -

conditions please notify us and we will provide you a copy. In addition you must also comply with the special conditions listed below.

SPECIAL CONDITIONS

The following Special Conditions include:

- a. *Permittee shall ensure that design is sufficient, and consistent with prior tilings to maintain anticipated flows within this section of the drain.*
- b. *Permittee shall ensure that all work is performed during the irrigation off season when water is not flowing within the drain.*
- c. *Permittee is responsible for all work done by any contractor. Permittee shall ensure any contractor who performs the work is informed of and follows all the terms and conditions of this authorization, including any Special Conditions listed above. Permittee shall also ensure these terms and conditions are incorporated into engineering plans and contract specifications.*

WATER QUALITY CERTIFICATION

You must also comply with the conditions detailed in the Section 401 Water Quality Certification (WQC) issued on July 5, 2012, by the Idaho Department of Environmental Quality (IDEQ). A copy of this WQC is available on our Walla Walla Regulatory Division website, at <http://www.nww.usace.army.mil/Portals/28/docs/regulatory/NWPs/401WQC.pdf>. If you have any questions regarding the conditions set forth in the Water Quality Certification, please contact IDEQ directly at (208) 373-0287.

PRELIMINARY JURISDICTIONAL DETERMINATION

Attached to this verification are two copies of the Preliminary Jurisdictional Determination (PJD) Form showing that waters of the United States, including wetlands, which may be located within your project area. **Please sign both copies and return one to the Corps at the address in the letterhead above.** The other copy is for your records.

The Preliminary Jurisdictional Determination is a non-binding action and shall remain in effect, unless a request for an Approved Jurisdictional Determination or new information supporting a revision is provided to this office. Please note that since this jurisdictional determination is preliminary, it is subject to change and therefore is not an appealable action under the Corps of Engineers Administrative Appeal Procedures (33 CFR 331). Enclosed you will find a *Notification of Administrative Appeal Options and Process and Request for Appeal* (RFA) Form for further clarification.

COMPLIANCE CERTIFICATION

Further, Nationwide Permit General Condition 30 (*Compliance Certification*) requires that every permittee who has received NWP verification must submit a signed certification regarding the completed work and any required mitigation. The enclosed Compliance Certification form is enclosed for your convenience and must be completed and returned to us.

- 3 -

LIMITATIONS OF THIS VERIFICATION

This letter of authorization does not convey any property rights, or any exclusive privileges and does not authorize any injury to property or excuse you from compliance with other Federal, State, or local statutes, ordinances, regulations, or requirements which may affect this work.

EXPIRATION OF THIS VERIFICATION

This verification is valid until **March 18, 2017**, unless the NWP is modified, suspended or revoked. If your project, as permitted under this NWP verification is changed and/or modified, you must contact our office prior to commencing any work activities. In the event you have not completed construction of your project by March 18, 2017, please contact us at least 60-days prior to this date. A new application and verification may be required.

Please contact me by telephone at (208) 345-2155, by mail at the address in the letterhead, or via email at christen.m.griffith@usace.army.mil if you have any questions or need additional information. For informational purposes, a copy of this letter is being sent to the following individuals: Ms. Julia Achabal (IDEQ) at julia.achabal@deq.idaho.gov.

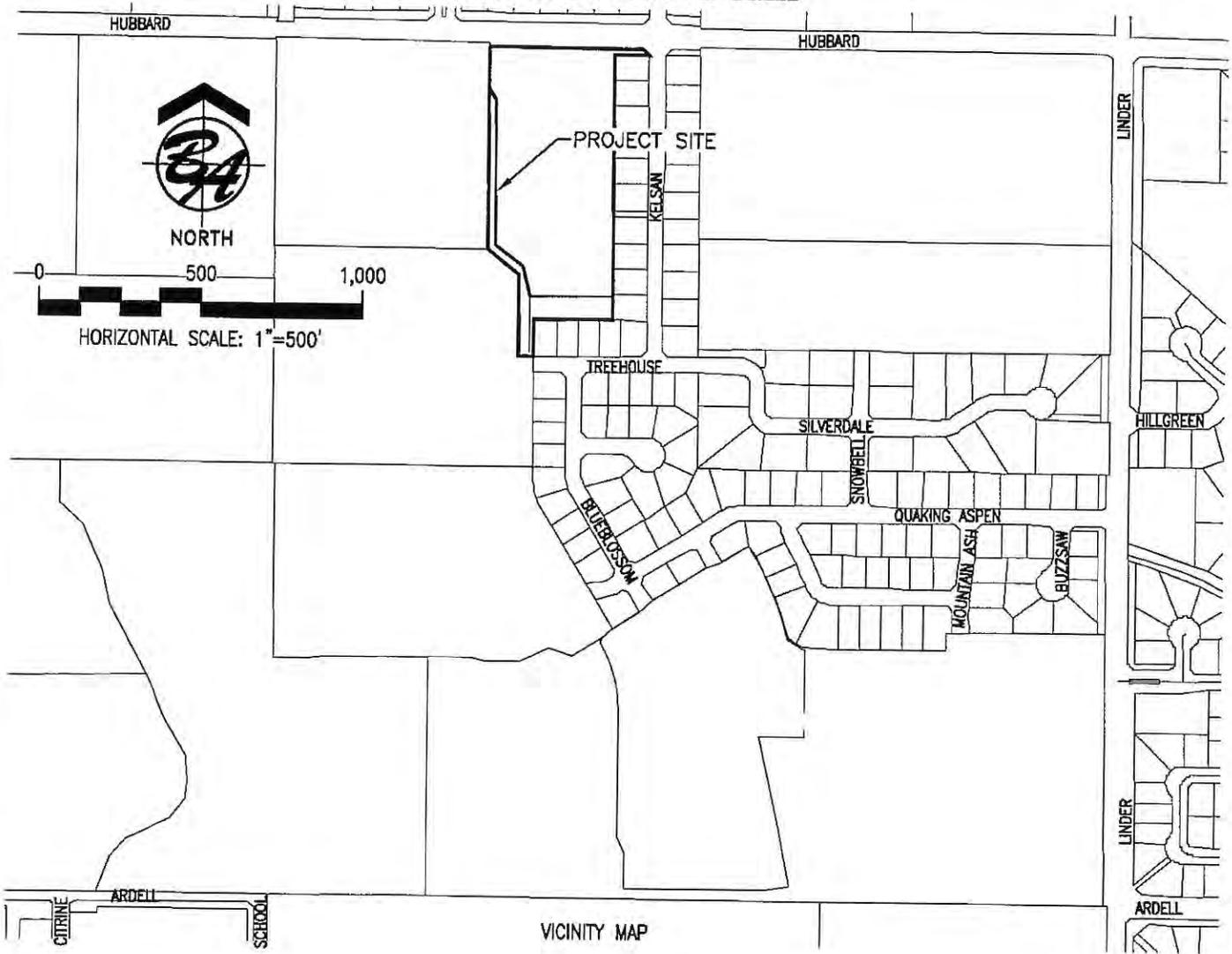
Sincerely,


Ms. Nicholle Braspenickx
Project Manager, Regulatory Division

Enclosure(s):

September 2014 *Kuna City Park, Hubbard Beal Drain* Drawings (pgs 6)
11/20/2014 Prelim JD /Map
Request for Appeals Form
NWP Transfer Form
Compliance Certification Form

Kuna City Park Hubbard Beal Drain



VICINITY MAP

APPLICANT:
 KUNA CITY
 PO BOX 13
 KUNA, ID. 83634

MAYOR:
 W. GREG NELSON

CITY ENGINEER
 GORDON LAW, PE.

PROJECT DATA:
 ADA COUNTY
 PARCEL NUMBER: S1314137800
 ZIP CODE: 83642
 GEOGRAPHICAL LOCATION
 N43°30'41"
 W116°25'09"

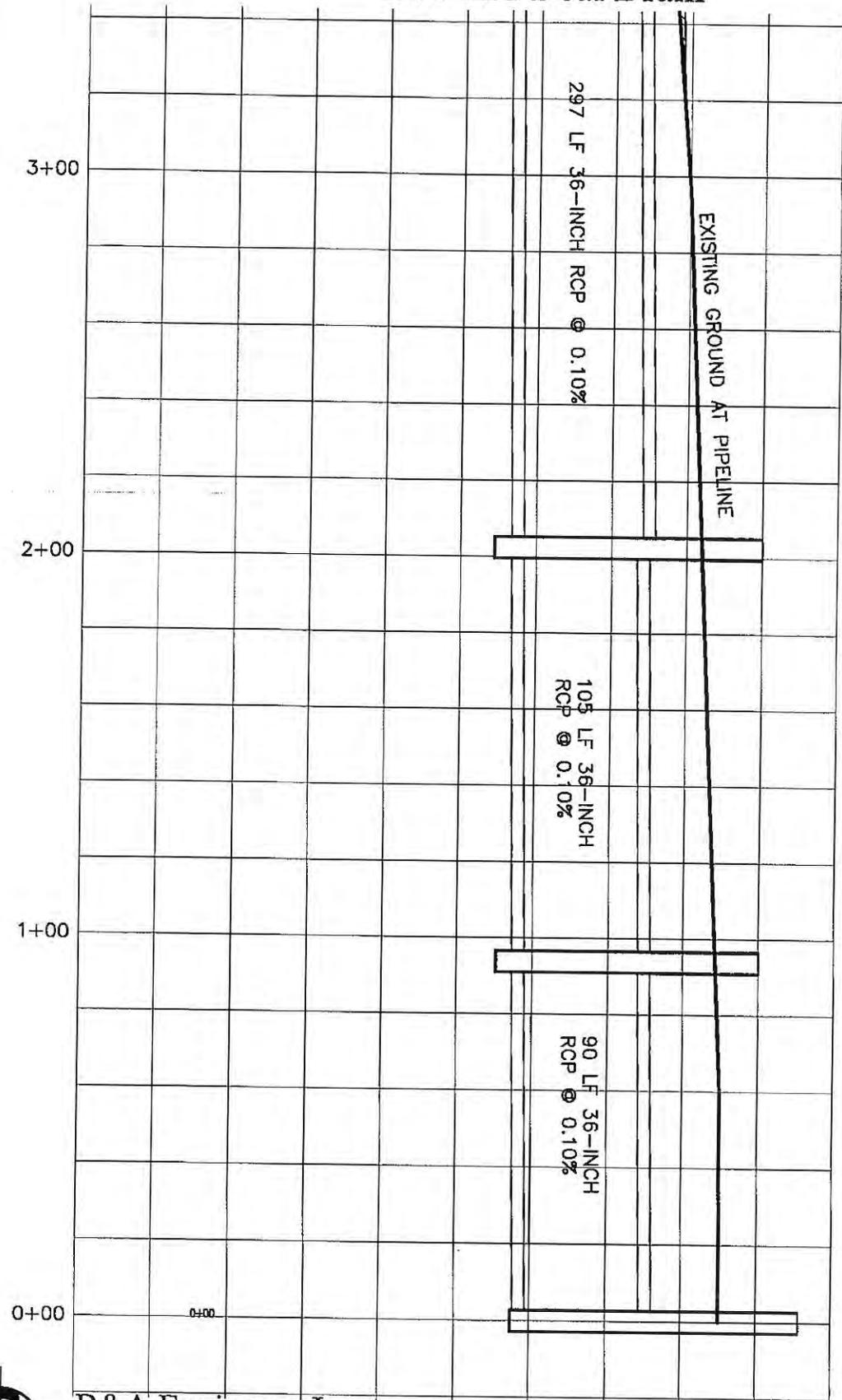
SITUATE IN THE NORTHEAST QUARTER OF SECTION
 14, TOWNSHIP 2 NORTH, RANGE 1 WEST BOISE
 MERIDIAN, KUNA CITY, ADA COUNTY, IDAHO



B&A Engineers, Inc.

Consulting Engineers, Surveyors & Planners
 5505 W. Franklin Rd. Boise, Id. 83705
 (208) 343-3381

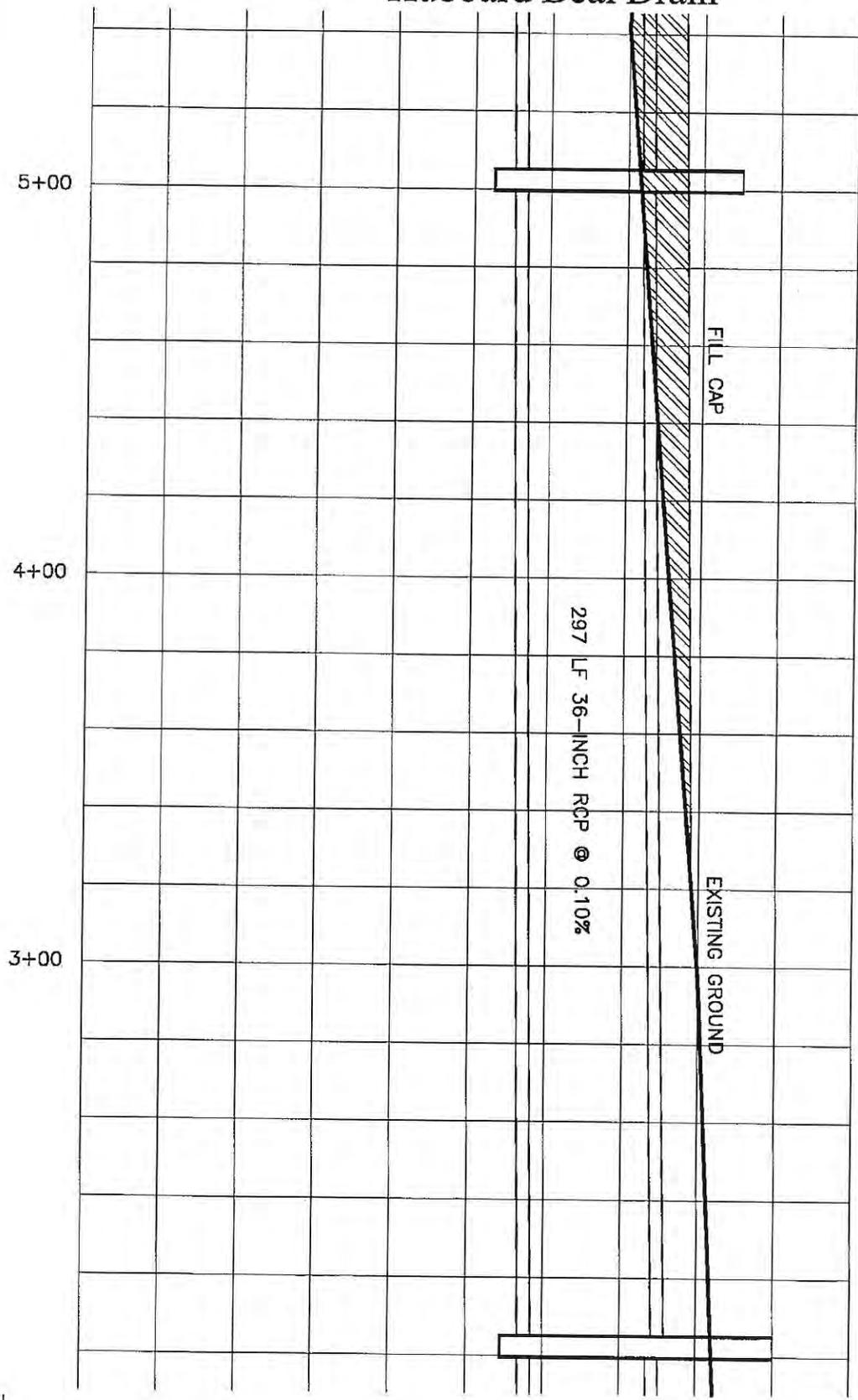
Kuna City Park Hubbard Beal Drain



B&A Engineers, Inc.
 Consulting Engineers, Surveyors & Planners
 5505 W. Franklin Rd. Boise, Id. 83705
 (208) 343-3381

Scale 1"=40'
 City of Kuna Arbor Ridge
 Hubbard Beal Const. Plans.dwg
 Date: 8-18-14
 Page 2 of 6

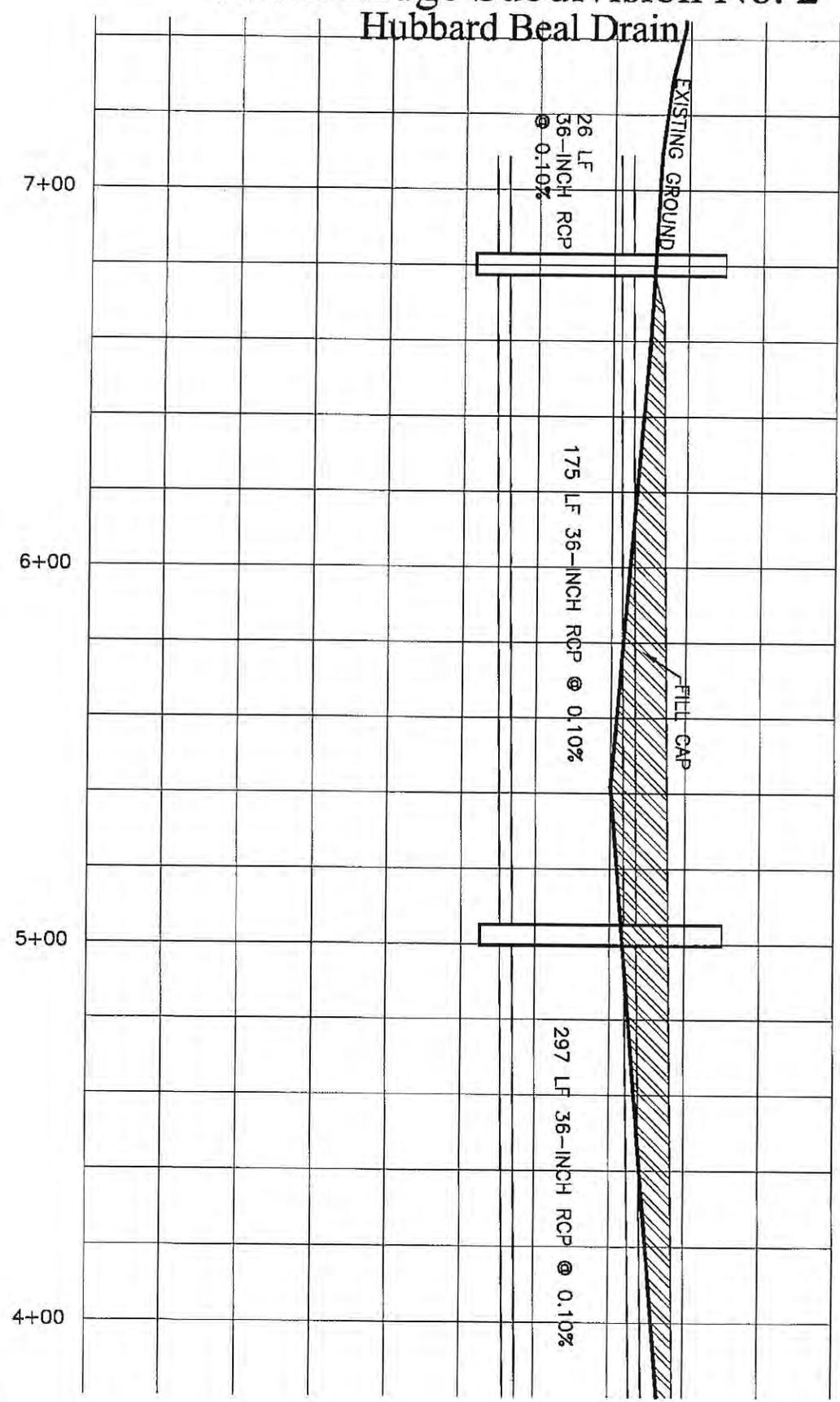
Arbor Ridge Subdivision No. 2 Hubbard Beal Drain



B&A Engineers, Inc.
 Consulting Engineers, Surveyors & Planners
 5505 W. Franklin Rd. Boise, Id. 83705
 (208) 343-3381

Scale 1"=40'
 City of Kuna Arbor Ridge
 Hubbard Beal Const. Plans.dwg
 Date: 8-18-14
 Page 3 of 6

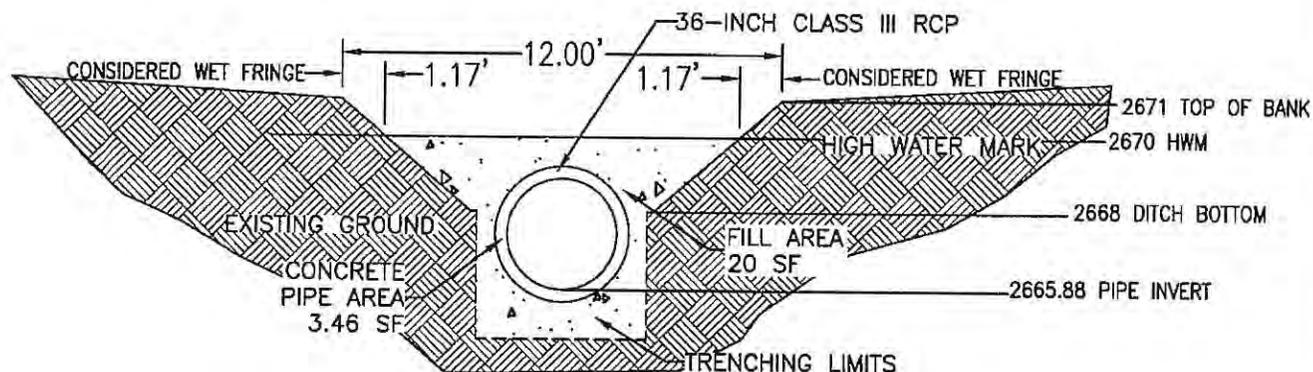
Arbor Ridge Subdivision No. 2 Hubbard Beal Drain



B&A Engineers, Inc.
 Consulting Engineers, Surveyors & Planners
 5505 W. Franklin Rd. Boise, Id. 83705
 (208) 343-3381

Scale 1"=40
 City of Kuna Arbor Ridge
 Hubbard Beal Const. Plans.dwg
 Date: 8-18-14
 Page 4 of 6

Arbor Ridge Subdivision No. 2 Hubbard Beal Drain



TYPICAL PIPE INSTALLATION DETAIL

SCALE: 1"=5'

PROJECT AREA= 0.20 ACRES
 PROJECT LENGTH = 709 LF
 CONSIDERED FRINGE= 1,660 SF
 FILL BELOW HIGH WATER MARK= 526 CY
 CONCRETE PIPE= 91 CY
 CONCRETE MANHOLES= 4 @ 1.51 CY EA. =
 6.05 CY

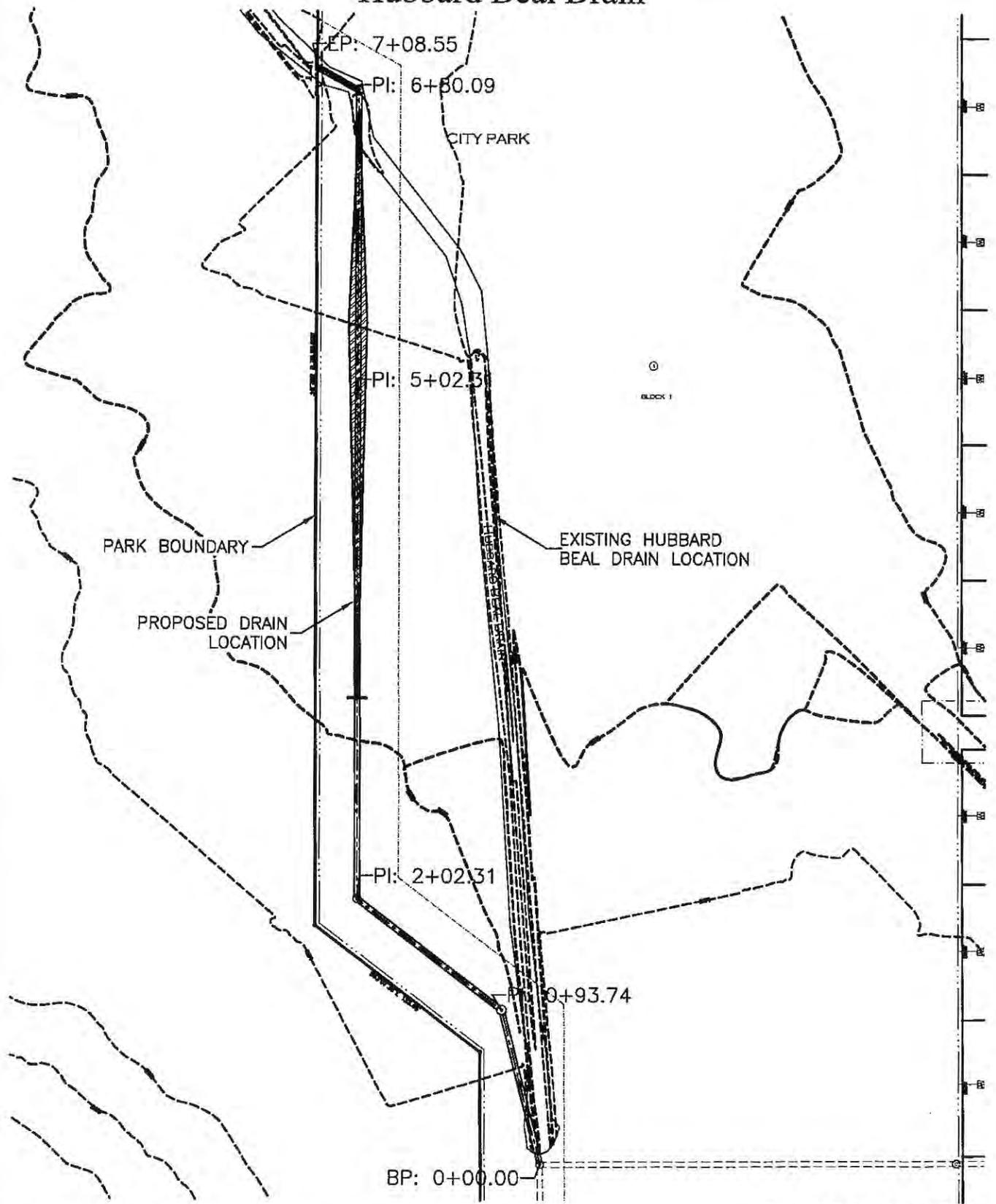


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Consulting Engineers, Surveyors & Planners
 5505 W. Franklin Rd. Boise, Id. 83705
 (208) 343-3381

City of Kuna Arbor Ridge
 Hubbard Beal Const. Plans.dwg
 Date: 8-18-14
 Page 5 of 6

Arbor Ridge Subdivision No. 2 Hubbard Beal Drain



Plan View



B&A Engineers, Inc.
 Consulting Engineers, Surveyors & Planners
 5505 W. Franklin Rd. Boise, Id. 83705
 (208) 343-3381

City of Kuna Arbor Ridge
 Hubbard Beal Const. Plans.dwg
 Date: 8-18-14
 Page 6 of 6

PRELIMINARY JURISDICTIONAL DETERMINATION FORM

I. BACKGROUND INFORMATION

A. Report completion date for Preliminary Jurisdictional Determination (PJD): **November 20, 2014**

B. Name/address of person requesting preliminary JD:

Honorable Mayor W. Greg Nelson

City of Kuna

Post Office Box 13

Kuna, Idaho 83634

C. District Office: **Walla Walla District**

File Name: **City of Kuna, Hubbard Beal Drain**

File Number: **NWW-2014-00547**

D. Project Location(s) and Background Information:

State: **Idaho** County/Parish/Borough: **ADA**

City: **Kuna**

Center Coordinates of Site (lat/long in degree decimal format): **Lat.: 43° 30' 41" North**

Long.: -116° 25' 09" West

Universal Transverse Mercator: **11**

Name of nearest waterbody(s): **Hubbard Beal Drain**

Identify (estimate) amount of waters in the review area:

Non-wetland waters: **708** Linear feet **10** Width (ft) and/or **0.16** acres

Cowardin Class: **R4Cx (Riverine; Intermittent, Seasonal, Excavated)**

Stream Flow: **Intermittent**

Wetlands: **0.03** acres

Cowardin Class: **PEM (Palustrine, Emergent)**

Name of any water bodies on the site identified as Section 10 waters:

Tidal: **N/A**

Non-Tidal: **N/A**

E. **Review performed for site evaluation** (Check all that Apply):

Office (Desk) Determination Date: **11/18/2014**

Field Determination Date(s):

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site. The permit applicant or other affected person/party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for the site, as described above. Nevertheless, the permit applicant or other affected person/party who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.
2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "Pre-Construction Notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following:
 - (a) The permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters;

- (b) That the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions;
 - (c) That the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization;
 - (d) That the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary;
 - (e) That undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable;
 - (f) Accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and
 - (g) Whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable.
3. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein) or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable.

II. SUPPORTING DATA. Data reviewed for Preliminary JD

This preliminary JD finds that there *"may be"* waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

Check all boxes below that apply. The checked information should be included in the administrative file. Provide detailed reference sources for each checked box.

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant:
[Application Packet; Vicinity map, Cross-sections, Plan View, Aerial photograph.](#)
- Data sheets prepared/submitted by or on behalf of the applicant/consultant
 - Office concurs with data sheets/delineation report
 - Office does not concur with data sheets/delineation report
- Data sheets prepared by the Corps:
- Corps navigable waters' study:
- U.S. Geological Survey Hydrologic Atlas:
 - USGS NHD data
 - USGS 8 and 12 digit HUC maps

- U.S. Geological Survey map(s): Cite scale & Quad Name: [1:24,000 Meridian, ID \[43116 E:4\]](#)
- USDA Natural Resources Conservation Service Soil Survey, Citation:
- National wetlands inventory map(s): Cite name: [USFWS NWI Wetland Mapper, Reviewed 11/18/2014.](#)
- State/Local wetland inventory map(s):
- FEMA/FIRM maps:
- 100-year Floodplain Elevation is: _____ (National Geodetic Vertical Datum of 1929)
- Photographs: Aerial (Name & Date): [GOOGLE Earth, Imagery date 6/6/2014](#)
- Previous determination(s): File no. and Date of Response Letter: [NWW-2014-00152 ; 4/29/2014](#)
- Other information (please specify):

[The project area will impact the Hubbard Beal Drain/ Irrigation Canal. The Hubbard Beal Drain flows to the Ridenbaugh High Line Canal, The Ridenbaugh Canal flows to the New York Canal, which flows to Lake Lowell, which flows into the Snake River, a Traditionally Navigable Water \(TNW\). Therefore the Hubbard Beal Drain, may be considered a waters of the United States, including wetlands, and may be subject to the Clean Water Act, per 33 CFR 328.3 \(a\) \(5\), and Headwaters Inc. v. Talent Irrigation District, 243 F 3d 526 \(9th Cir. 2001\).](#)

This constitutes a preliminary jurisdictional determination (JD) and is useful for the planning of your project. An approved JD is not necessary in order for the Corps to process a 404 permit application.

Admin File No. NWW-2014-00547

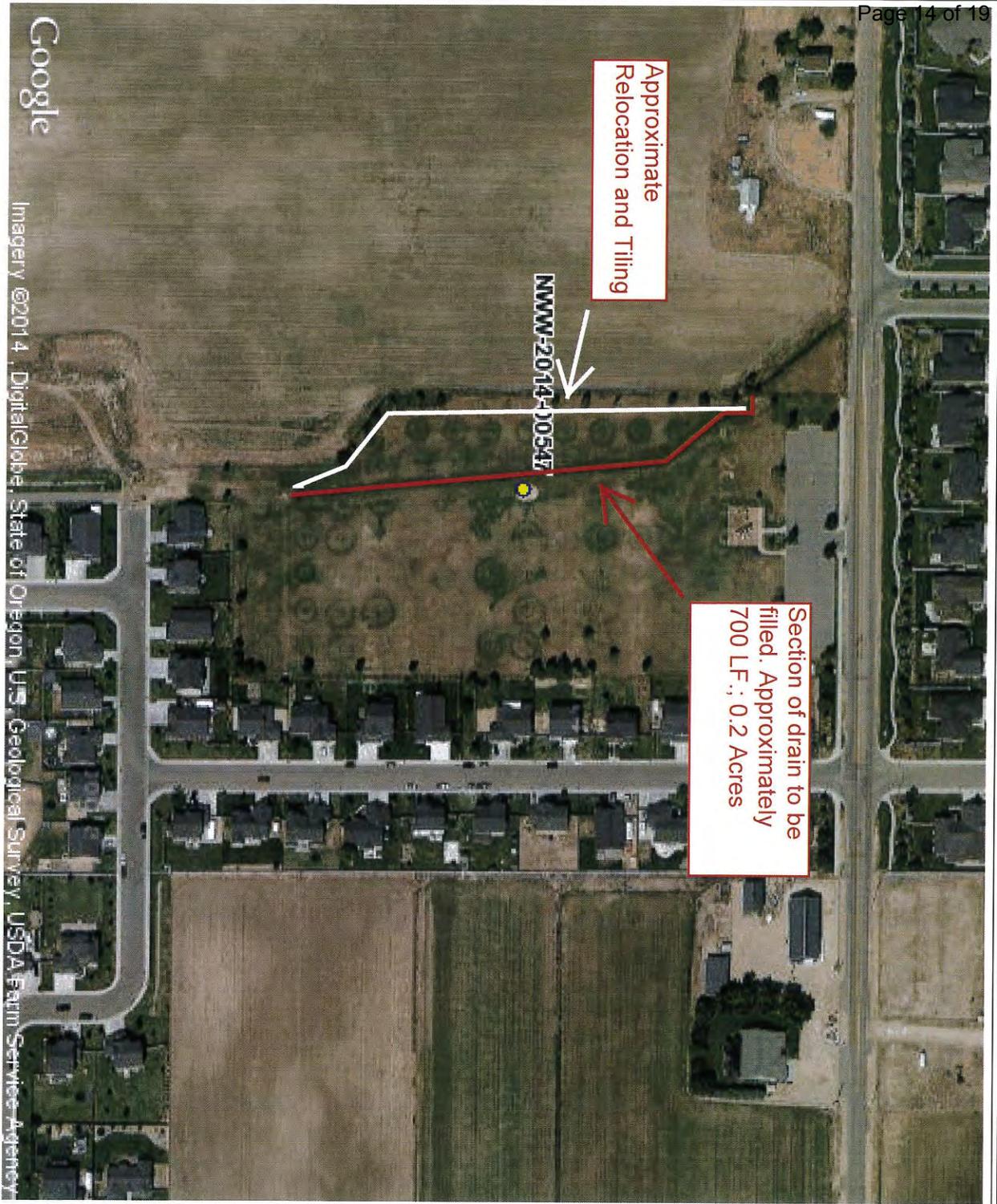
Important Note: *The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.*

Nichole Braspenaich
 Signature of Regulatory Project Manager
 REQUIRED

 Signature of person requesting Preliminary JD
 REQUIRED (unless obtaining signature is impracticable)

11/19/14
 Date

 Date



Approximate
Relocation and Tiling

Section of drain to be
filled. Approximately
700 LF.; 0.2 Acres

NWWW-2014-00547



City of Kuna, Hubbard Beal Drain

Relocation and Tiling of the Hubbard Beal Drain, within Kuna City Park



Date Printed: 11/18/2014

Map Scale: 1:3386



- ORM Project Locations**
- Project Location
- ▲ Project Location
- Project Location
- ▲ Historic Properties

- U.S. Geological Survey map(s): Cite scale & Quad Name: [1:24,000 Meridian, ID \[43116 E:4\]](#)
- USDA Natural Resources Conservation Service Soil Survey, Citation:
- National wetlands inventory map(s): Cite name: [USFWS NWI Wetland Mapper, Reviewed 11/18/2014.](#)
- State/Local wetland inventory map(s):
- FEMA/FIRM maps:
- 100-year Floodplain Elevation is: _____ (National Geodetic Vertical Datum of 1929)
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[The project area will impact the Hubbard Beal Drain/ Irrigation Canal. The Hubbard Beal Drain flows to the Ridenbaugh High Line Canal, The Ridenbaugh Canal flows to the New York Canal, which flows to Lake Lowell, which flows into the Snake River, a Traditionally Navigable Water \(TNW\). Therefore the Hubbard Beal Drain, may be considered a waters of the United States, including wetlands, and may be subject to the Clean Water Act, per 33 CFR 328.3 \(a\) \(5\), and Headwaters Inc. v. Talent Irrigation District, 243 F 3d 526 \(9th Cir. 2001\).](#)

This constitutes a preliminary jurisdictional determination (JD) and is useful for the planning of your project. An approved JD is not necessary in order for the Corps to process a 404 permit application.

Admin File No. NWW-2014-00547

Important Note: *The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.*

Nichole Braspenovich
 Signature of Regulatory Project Manager
 REQUIRED

11/19/14
 Date

 Signature of person requesting Preliminary JD
 REQUIRED (unless obtaining signature is impracticable)

 Date

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Mayor W. Greg Nelson	File Number: NWW-2014-00547	Date: Nov. 20, 2014
Attached is:		See Section Below
<input type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of Permission)	A
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of Permission)	B
<input type="checkbox"/>	PERMIT DENIAL	C
<input type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	D
<input checked="" type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	E
<p>SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://usace.army.mil/inet/functions/cw/cecwo/reg or Corps regulations at 33 CFR Part 331.</p>		
<p>A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.</p> <p>ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations (JD) associated with the permit.</p> <p>OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.</p>		
<p>B: PROFFERED PERMIT: You may accept or appeal the permit,</p> <p>ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.</p> <p>APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.</p>		
<p>C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.</p>		
<p>D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.</p> <p>ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.</p> <p>APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.</p>		
<p>E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.</p>		

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS:

Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

District Engineer
 ATTN: Ms. Kelly J. Urbanek
 Regulatory Division Walla Walla District
 201 North 3rd Avenue
 Walla Walla, Washington 99362-1876
 Telephone (208) 376-1832

If you only have questions regarding the appeal process you may also contact:

U.S. Army Corps of Engineers
 Northwestern Division
 Attn: Ms. Mary Hoffman, Appeals Review Officer
 P.O. Box 2870
 Portland, Oregon 97208-2870
 Telephone (503) 808-3825

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent:

Date:

Telephone:

- 4 -

TRANSFER OF NATIONWIDE PERMIT

When the structures or work authorized by this Nationwide Permit, **NWW-2014-00547, City of Kuna, Hubbard Beal Drain**, are still in existence at the time the property is transferred. The terms and conditions of this Nationwide Permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this Nationwide Permit, the associated liabilities and compliance with the terms and conditions the transferee must sign and date below.

Name of New Owner:

Street Address:

Mailing Address:

City, State, Zip:

Phone Number:

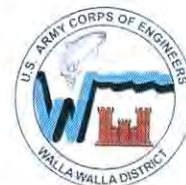
Signature of TRANSFEREE

DATE

COMPLIANCE CERTIFICATION



US Army Corps of Engineers
Walla Walla District



Permit Number: NWW-2014-00547

Name of Permittee: Honorable Mayor W. Greg Nelson

Date of Issuance: November 20, 2014

Upon completion of the activity authorized by this permit and any mitigation required by the permit, please sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Walla Walla District
Boise Regulatory Office
10095 West Emerald Street
Boise, Idaho 83704-9754

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with all terms and conditions of this permit, the permit is subject to suspension, modification, or revocation and you are subject to an enforcement action by this office.

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit. The required mitigation was also completed in accordance with the permit conditions.

Signature of Permittee

Date



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.cityofkuna.com

GORDON N. LAW
 CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731
 Email: gordon@cityofkuna.com

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
 Kuna City Engineer

RE: Swan Falls PI Crossing
 Award of Bid
 Authorization to Sign Bid Documents

DATE: November 22, 2014

REQUEST: Approve Resolution for Award of Bid

The 2015 city budget includes construction of a Pressure Irrigation Main along the Greenbelt from Birds of Prey parking lot to ultimate connection to the existing system at the AutoZone on Avalon.

City forces are constructing the main when not in right-of-way. Bids were obtained for the crossing of Swan Falls Road and are reported as follows:

Thueson Construction	\$14,075	
Titan Technologies	\$17,500	
Big Bite Construction		Invited – too busy to bid
Lurre Construction		Invited - did not respond
Knife River		Not invited – informed City too busy

The lowest price option is submitted from Thueson Construction.

The City Engineer recommends award to the lowest price proposal from Thueson Construction. The budgeted amount for the total project is \$50,000 in this fiscal year, of which \$4,076 is expended thus far. Attached hereto is a resolution, which if approved by Council, authorizes Mayor and staff to proceed with awarding the bid.

Attachments

**RESOLUTION NO. R82-2014
CITY OF KUNA, IDAHO**

**PRESSURE IRRIGATION CONSTRUCTION – CROSSING SWAN FALLS
ROAD**

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY OF KUNA, IDAHO IRRIGATION FUND TO AWARD A UNIT PRICE BID FOR CONSTRUCTION OF A PRESSURE IRRIGATION CROSSING OF SWAN FALLS ROAD IN THE AMOUNT OF \$14,075.00; AUTHORIZING THE CITY OF KUNA, IDAHO’S TREASURER, JOHN MARSH TO PAY THE INVOICES FOR SAID CONSTRUCTION IN THE AMOUNT OF \$14,075.00; AND AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS RELATED TO SAID AWARD OF BID.

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

Section 1. The City of Kuna, Idaho Irrigation Fund is authorized to award a unit price bid to Thueson Construction to construct a pressure irrigation main crossing of Swan Falls Road in the amount of \$14,075.00, subject to adjustments to in-place constructed quantities and adjustments for unforeseen conditions, and that said award is in the best interest of said City of Kuna as per the Memorandum and the two (2) responsive bids from four invited bidders, of which said documents are attached hereto and made a part hereof.

Section 2. The City of Kuna, Idaho’s Treasurer, John Marsh is authorized to pay invoices in the amount of \$14,075.00, subject to adjustments to in-place constructed quantities and adjustments for unforeseen conditions, as approved in the 2014-2015 Budget for the City of Kuna, Idaho.

Section 3. The Mayor of the City of Kuna, Idaho or his designee, is hereby authorized to execute any and all documents to secure the services of Thueson Construction for said construction, and the City Clerk is hereby authorized to attest to said execution as so authorized and approved for and on behalf of the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 2nd day of December 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 2nd day of December 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

Thueson Construction INC.

455 S. KINGS ROAD · NAMPA, IDAHO 83687 · PHONE 208-466-2503 · FAX 208-466-3658

PROPOSAL

PROPOSAL SUBMITTED TO: City of Kuna	PROJECT: Swan Falls Crossing	SCOPE OF WORK: Pressurized Irrigation
ATTENTION: Michael Borzick	ENGINEER: City of Kuna	
SUBMITTED BY: Dan Bastian	DATE OF PLANS: 8/20/14	
DATE: 10/28/14	ADDENDUM: N/A	

As requested, **Thueson Construction, Inc. (TCI)** proposes to perform the work as detailed below:

ITEM	ITEM DESCRIPTION	QTY.	UNIT	UNIT \$	TOTAL \$
1	Mobilization	1	LS	1,275.00	1,275.00
2	8" P.I.	68	LF	70.00	4,760.00
3	8" Gate Valves	2	EA	1,885.00	3,770.00
4	Testing	1	LS	585.00	585.00
5	Asphalt Prep & Patch	1	LS	2,500.00	2,500.00
6	Traffic Control / ROW Permit	1	LS	1,185.00	1,185.00
				BASE BID TOTAL:	\$ 14,075.00

NOTES

- 45 elbow on east side is not included.
- Price reflects using native material for backfilling trenches.
- Patch price does not include any chip sealing.
- No work will begin until a signed proposal has been returned to our office.
- Price based upon off road fuel costs not exceeding \$3.65/gallon.
- This quote in its entirety will become part of any sub-contract agreement by adding an exact copy of this quote to the sub-contract.
- Final payment to be based on actual units provided/installed.
- Proposal may be segregated with prior approval only.

EXCLUSIONS

- Erosion and sediment control
- SWPPP, BMP installation, maintenance and inspections
- Rock Excavation (If required, \$175 / lcy as measured in truck)
- Dewatering
- Power pole support (If required, \$600 for each pole)
- Striping & signage (not anticipated)
- Bollards
- Plumbing permits of any kind if required by City of Kuna
- Unanticipated soil conditions and/or soft spot repair
- Compaction testing outside of right of way
- Staking or surveying
- Weather protection
- Landscaping or landscape repair
- Import of topsoil
- Haz mat
- Temporary utility services
- Over-excavation and structural fill
- Sleeves of any kind

Thueson Construction, Inc.
 Public Works Contractors License #15062-AAA-4
 (7,9,11,12,16,22,25,32,39,43)

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment due at completion of work unless otherwise agreed.

Signature: _____
 NOTE: This proposal may be withdrawn by us if not accepted and signed within 14 days.

Signature: _____

ADDITIONAL TERMS AND CONDITIONS OF PROPOSAL

1. **APPROVAL OF CREDIT:** Notwithstanding purchaser's acceptance of this proposal, seller's obligation to perform is conditional upon seller's approval of the financial responsibility of purchaser; and purchaser will furnish to seller promptly, at seller's request, such information as may be necessary for seller to determine purchaser's financial responsibility and credit. If disapproved, purchaser will be notified, and this agreement will be deemed terminated, without liability to either party.
2. **OFFER EXPIRES:** If not accepted within fourteen (14) days from date of proposal, this offer shall automatically expire.
3. **PRICE:** The cost of petroleum products can be volatile. Fuel for equipment and asphalt prices may fluctuate beyond our ability to anticipate; therefore, it is agreed that the contract price (lump sum or unit) stated herein may be increased or decreased equal to any price increase or decrease, if any, after the date hereof required to be paid by the seller in the completion and performance of this contract. Seller agrees to notify purchaser at least fifteen (15) days prior to the date on which any work to be performed hereunder is to commence of any increase or decrease in the contract price applicable to the work to be performed pursuant to such notice. Contract price adjustment shall be applicable to the work covered by such notice unless seller has received from purchaser, prior to commencement of any such work, written notice of an unwillingness to accept contract price adjustment, in which event, seller, at its option, may terminate this contract. In the event of a termination, seller shall be paid for work performed to the date of termination, if any, and shall have no further obligation or liability to purchaser or others for reason of said termination.

In the event that construction haul routes (shortest route from source to project) for trucking, import and/or export of materials, equipment, personnel, etc. is adversely affected by other road construction projects resulting in detours, any increase in travel time will be billed as an extra expense in addition to the original contract amount.

In addition, if for reasons beyond seller's control the work is not performed during seller's current construction season, or over a longer period if agreed to in writing at the date of this proposal, the contract price may be increased by seller to reflect its cost increases incurred at the time the work is performed. Our normal construction season is April through November, depending on weather conditions.

The amount due shall bear interest at the highest rate allowed by law from the date of billing.

4. **ACCEPTANCE OF PROPOSAL:** The purchaser represents that they (it, he, or she) are the owner of the premises on which the work is to be done, or are authorized representative of the owner, and have permission and authority to grant seller the right to perform such work on premises.

Should seller be required to provide survey stakes and/or to perform engineering services of any nature, purchaser hereby covenants and agrees to save and hold harmless seller from and against any and all damages, claims, costs or expenses whichever arising from or growing out of performance of this contract, including, but not limited to, drainage of water as to direction or amount during performance of the contract as well as thereafter.

5. **PERFORMANCE:** The seller shall not be liable for failure of performance or failure or delay in delivery by reason of any contingency beyond seller's control, including, but not limited to, strikes, labor disputes, fire, flood, weather, embargo, war, government, or shortage or failure of raw materials, fuel or transportation. If seller is delayed for more than sixty (60) days in the performance of this contract for any reason set forth herein, purchaser shall have the right upon seven (7) days written notice to seller to terminate this contract in which event seller shall be paid for the work performed by it to the date of such termination and all parties hereto shall be released of any further obligations hereunder.
6. **DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES:** THUESON CONSTRUCTION INC. does not authorize any person to create for it any other obligations of liability in connection with this proposal. Any implied warranty of merchantability or fitness for a particular purpose applicable to this proposal or any products sold during the performance of this contract are disclaimed in their entirety. The only warranties extended are those expressly written on the front side of this proposal, which are the exclusive remedy for such defects. Contractor shall not be liable for incidental or consequential damages resulting from any breach of this proposal or any written warranty or implied warranty.
7. I (we) agree that the construction and validity of this proposal and contract shall be governed by the laws of the State of Idaho. Unless otherwise noted, all federal, state and other taxes of any nature assessable on the performance of this contract shall be borne by the purchaser.
8. The provisions, descriptions, details and Additional Terms and Conditions set forth in this proposal shall be controlling in the event of a direct conflict with the terms of any and all contracts issued by Owner, Owners, or General Contractor after the date of this proposal.

TITAN TECHNOLOGIES, INC.

5717 WEST ALBATROS STREET

BOISE, IDAHO 83705

PHONE: 208-336-8748

FAX: 208-363-9531

DATE: NOVEMBER 20, 2014		
TO: CITY OF KUNA		
ADDRESS: 763 WEST AVALON		
CITY: KUNA	STATE: IDAHO	ZIP: 83634

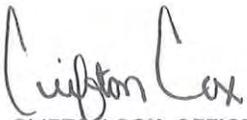
PROJECT: SWAN FALLS IRRIGATION CROSSING	
LOCATION: SOUTH SWAN FALLS ROAD	
CITY: KUNA	STATE: IDAHO

PROPOSAL

ITEM DESCRIPTION	QTY	UNIT PRICE	UNITS	EXTENDED TOTAL
IRRIGATION CROSSING PER PLAN SHEET PP-1 COMPLETE PER OUR SCOPE OF WORK	1	\$17,500.00	LS	\$17,500.00
TOTAL				\$17,500.00

SCOPE OF WORK: supply and install 8" C-900 PVC pipe from Sta: 1+09 to Sta: 0+32, supply and install gate valves at Sta: 0+32 & Sta: 0+84, supply and install 8" bends at Sta: 1+09 & Sta: 0+40, supply and install 2" drain assembly per detail B at Sta: 1+68, provide testing of installed line, provide ACHD permit, traffic control, asphalt restoration along with temporary asphalt

EXCLUSIONS: Rock Excavation



CLIFTON COX, OFFICE/PROJECT MANAGER
TITAN TECHNOLOGIES, INC.

Mike Borzick

From: Mike Borzick
Sent: Wednesday, October 22, 2014 3:48 PM
To: 'Dan@tciid.com'
Subject: Swan Falls Crossing...
Attachments: SILVERTRAIL PI AND PATH PI MAIN WEST PP (1).pdf

Dan,

We have a small road crossing here in Kuna we are looking to have done this year and we thought you folks might be interested. We are hoping we can do an informal bid proposal provided the amounts are low enough, if they go over...I think its 25K we have to take the Public Bid route. Not asking you folks to come in under a number, the number you propose is what you need and if we need to do the public bid that is what we will do.

The attached is Page 1 of a larger project and all we are looking for is R/W to R/W section of this 8" PI main.

The site has some "issues" ...

1. Cross Swan Falls Road – 1 lane at a time with traffic control unless you can get ACHD to close down the entire road for the project (1 of 2 creek crossings in Kuna)
2. Dip under a 6" WM – top of pipe is at 4'10"
3. Dip under 2 Sewer Forcemains Top of Pipe is 4'8" – just to the north of the proposed crossing is a 5 valve crossover cluster.
4. Using C900 and ACHD standards (current standards) we can cross without sleeving but we need 4' minimum cover.
5. The angle of the crossing, there is a power pole and an embankment on the east side that will take a 12'-maybe 14' tracked excavator between without damages to any property.
6. There is no sewer in the road that will interfere, there is some cable and a gas main
7. We basically need R/W to R/W or valve can to valve can and it needs to be buttoned up to be pressure tested upon completion
8. At this point with the new chip sealing I am not sure what ACHD will require for repair and patching, if you have some insight on that please provide that as well.

If you wish to give us an Informal proposal, please do, we are in sort of a pinch on this so sooner the better. If you see a better route than on the drawing we are happy to take that into consideration and will gladly take a look at any recommendations you have. I am submitting this on Clints behalf but feel free to reply to myself with any questions, comments or suggestions.

Thanks,

Michael L. Borzick, GISP
GIS Manager
City of Kuna
208.287.1726
208.994.1529

*P.P.W. m.c.i.
Thurston*

"Do or do not, there is no try" ~ Yoda

**RESOLUTION NO. R84-2014
CITY OF KUNA, IDAHO**

**AGREEMENT WITH DHM ENTERPRISES AND THE CITY OF KUNA, IDAHO
FOR PLUMBING PLAN REVIEW AND INSPECTION SERVICES**

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE AGREEMENT WITH DHM ENTERPRISES AND THE CITY OF KUNA, IDAHO TO PROVIDE THE CITY WITH PLUMBING PLAN REVIEW AND INSPECTION SERVICES; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

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

Section 1. The Agreement with DHM Enterprises, in substantially the form as attached hereto as EXHIBIT A is hereby approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 2nd day of December 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 2nd day of December 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
DMH ENTERPRISES AND THE CITY OF KUNA, IDAHO
FOR PLUMBING PLAN REVIEW AND INSPECTION SERVICES**

This PROFESSIONAL SERVICES AGREEMENT BETWEEN DMH ENTERPRISES AND THE CITY OF KUNA FOR PLUMBING PLAN REVIEW AND INSPECTION SERVICES (“Agreement”) is made and entered into this ___ day of December 2014, by and between DMH ENTERPRISES (“Contractor”) whose address is 1116 N. Dawn Drive, Boise, Idaho, and the City of Kuna (“City”) whose address is, 763 W. Avalon, Kuna, Idaho. Contractor and City may hereafter collectively be referred to as “Parties.”

WHEREAS, the City is a municipal corporation created under the laws of the State of Idaho and as such, is authorized by Idaho Code §§39-4116(2) and 39-4116(4) to adopt building codes and local amendments thereto, and by Idaho Code §50-301 to enter into contracts for the purpose of implementing such codes; and

WHEREAS, the City Council of City finds that it is in the best interest of the health, safety, and welfare of the people of the City of Kuna to enter into this Agreement with Contractor; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Contractor and the City hereby agree and contract as follows:

I. RESPONSIBILITIES OF CONTRACTOR:

A. **Scope of Services.** Contractor shall perform the necessary services and adhere in all respects to the service level expectations set forth in *Exhibit A, Scope of Services*, as attached hereto and incorporated herein by reference.

B. **Continuity of Operations.** Where, as to any task performed or service provided hereunder, Contractor is unable for any reason to meet the obligations and time constraints set forth in *Exhibit A, Scope of Services*, Contractor shall engage a duly authorized designee, who shall be: (1) authorized by Contractor to complete tasks and to make decisions on Contractor’s behalf, (2) in good standing with all relevant licensing authorities, and (3) hold at least the minimum certifications required by Idaho Code §54-2627. Contractor shall immediately and in writing, notify the City of any and all such designations.

C. **Contractor’s Employees.** Contractor’s employees, designees, subcontractors, and delegee shall be bound by all of the terms and conditions of this Agreement, including the service level expectations set forth in *Exhibit A, Scope of Services*, and all qualifications required of Contractor hereunder, except as otherwise specified in this Agreement, and except as to clerical or administrative tasks not requiring such qualifications. Within seven (7) calendar days of execution of this Agreement, and thenceforth within seven (7) calendar days of hiring or reassigning personnel to provide services hereunder, Contractor shall provide to City a list of all Contractor personnel who are employed or otherwise assigned by Contractor to provide services under this agreement, including such personnel’s credentials and qualifications. City may withhold its consent to such employment, designation, subcontract, or delegation or other transfer of Contractor’s rights and responsibilities under this Agreement, when City, in its reasonable discretion, determines that the proposed transaction would not serve the best interest of the City of Kuna.

D. **Qualifications.** At all times throughout the term of this Agreement, Contractor shall be sufficiently qualified to provide services in the manner and in the timeframe established by this provision and all provisions of this Agreement. Specifically, without limitation, Contractor shall be in good standing with all relevant licensing authorities and shall, at a minimum, hold the following certifications:

1. International Association of Plumbing Officials (IAPMO) Residential Plumbing Inspector;
2. International Association of Plumbing Officials (IAPMO) Commercial Plumbing Inspector;
3. International Association of Plumbing Officials (IAPMO) Plumbing Plans Examiner within six months of the execution of this agreement; and
4. Idaho Code §54-2627 requirements; and
5. Any and all other certifications required by law.

E. **Office Hours.** Contractor shall be available during City business hours to perform administrative tasks required under *Exhibit A, Scope of Services*.

F. **Cell Phone.** Contractor and Contractor's employees shall maintain, at Contractor's expense, a cellular telephone with voice mail, and shall provide the telephone numbers thereof to the City for City's use in administering this Agreement.

G. **Prohibited Services; Conflicts of Interest.** Contractor shall not perform any work under the guise of another business entity, personally or professionally, on any property or work that is inspected by Contractor or that falls under the inspection responsibilities of Contractor as contemplated by this agreement. Contractor is strictly prohibited from referring any work to Contractor, or any company with which Contractor is associated, whether personally or professionally. Contractor's use of any City resource shall be limited exclusively to the work related to this Agreement. Contractor shall report to the City any potential conflicts of interest it may have relative to a construction project.

H. **Public Records.** Contractor acknowledges that all records containing information relating to the conduct or administration of this Agreement and services provided hereunder prepared, owned, used or retained by Contractor are public records and as such are subject to City's records retention schedule and/or the Idaho public records act. Contractor shall, upon request and within two (2) working days of such request, provide requested information or records to the City Clerk's Office. Contractor shall, upon request, prepare and provide to City all data collected and/or reports prepared regarding services conducted under this Agreement.

I. **Insurance.** Contractor shall name the City as additional insured on any and all insurance policies required herein only with respect to Contractor's activities performed under this Agreement. Such insurance shall be evidenced by a certificate of insurance issued by an insurance company licensed to do business in the State of Idaho and containing a thirty-day notice of cancellation endorsement. Contractor shall obtain (at Contractor's sole expense) and shall maintain throughout the term of this Agreement, and upon execution of this agreement shall provide City with proof of each and all of the following insurance coverages:

1. Comprehensive general liability insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence for property damage and bodily injury or death. In the event a unilateral cancellation or restriction by the insurance company of the insurance policy referred to in this paragraph, Contractor shall notify City in writing within three (3) calendar days. City has the right to suspend portions of this Agreement in the City's sole discretion if Contractor's general liability insurance is revoked, cancelled, expires or Contractor is otherwise without general liability insurance. Contractor shall be afforded a reasonable time to obtain insurance. If Contractor cannot obtain insurance within a reasonable time, City may terminate this Agreement.

2. Automobile liability insurance with a combined single limit per occurrence of not less than five hundred thousand dollars (\$500,000), naming the City of Kuna as an additional insured.

3. Errors and omissions insurance for the services under this Agreement, in an amount of not less than five hundred thousand dollars (\$500,000) per occurrence.

4. Workers' compensation insurance on Contractor and all persons in Contractor's employ in the minimum amount(s) and as required by Idaho law. This provision shall apply to Contractor even if Contractor is acting as a sole proprietor, regardless of the worker's compensation insurance requirements of the State of Idaho regarding sole proprietors.

J. **Compliance with Applicable Law and City Policies.** Contractor shall comply with all federal, state, City, and other laws and ordinances applicable to services performed under this Agreement. When performing services under this Agreement, Contractor shall adhere to all City policies pertaining to workplace conduct, including but not limited to policies related to drug and alcohol policy, and safety.

K. **Electronic Equipment.** Contractor shall have access to City computer to review electronic plans and perform the services enumerated under this Agreement only if a computer is available. While working away from City Hall, Contractor shall supply, at its expense, any electronic equipment necessary to perform the services enumerated under this Agreement.

II. RESPONSIBILITIES OF CITY.

A. **Inspections- information to Contractor.** City shall, as soon as practicable, provide all information necessary for Contractor to perform a plumbing inspection via email. City shall also provide a hard copy of the request at City Hall.

B. **Incidental Office Supplies.** City shall provide, for Contractor's use in performing services under this Agreement, inspection tags, permit notices, business cards, and incidental clerical staff services. One soft-bound copy of all adopted codes, including the Idaho State Plumbing Code, will be available for shared use at the Kuna City Hall. To the extent that Contractor needs or desires additional supplies or services that are not provided by City under this Agreement, such supplies or services shall be provided at the sole cost and expense of the Contractor.

III. GENERAL PROVISIONS.

A. **Term.** This Agreement shall become effective upon execution by both parties, and shall expire on September 30, 2015, unless sooner terminated as provided below. Time is of the essence in Contractor's performance of each and every obligation under this Agreement. This Agreement term may be extended by separate written addendum, duly executed by both parties.

- B. **Non-Appropriation of Funds.** This Agreement shall in no way or manner be construed so as to bind or obligate City beyond the term of any particular appropriation of funds by Kuna City Council. The City reserves the right to terminate the Agreement if the Kuna City Council fails, neglects, or refuses to appropriate sufficient funds as may be required for City to continue its required performance under this Agreement. If City Council fails to appropriate funds for this Agreement for any fiscal year then this Agreement will terminate automatically, with no consequence to the City, on the last day of the last fiscal year of appropriated funds.
- C. **Revenue Allocation.** Contractor shall be entitled to the following shares of plumbing permit fee revenues collected by City:
1. Sixty percent (60%) of the plumbing permit fees collected.
 2. Existing Projects can be inspected at forty dollars (\$40.00) per inspection.
- D. **Hourly Rate.** For duties and functions expressly enumerated hereunder as billed hourly, or other duties not expressly enumerated hereunder, and only upon prior written approval by the City, Contractor may charge City an hourly rate of no more than \$50.00 per hour. City shall not be obligated to pay Contractor an hourly rate for any service provided without City's prior written approval.
- E. **Payment.** Fees pertaining to services provided under this Agreement shall be collected by City. City shall remit Contractor's share of permit revenues collected by the City in accordance with *Exhibit B, Payment Schedule*, no later than the tenth (10th) day of the month following attainment of the specified Milestone. City shall maintain an accounting of all permit fees and shall provide to Contractor a full accounting therefore upon request.
- F. **Liquidated Damages.** Contractor shall be liable to the City for any delay beyond the time periods specified in this agreement, in the amount of two hundred fifty dollars (\$250.00) for each calendar day. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any claim or damage because of such delay and not be construed as a penalty.
- G. **Records.** All records, including those of costs, reimbursable expenses, and payments shall be kept to generally recognized accounting methods and standards and shall be available to the other Party at all times.
- H. **Transition Into and Out of Agreement Term.**
1. **Payment Due Contractor.** It is acknowledged by the parties that the City collects permit fees when permits are issued. Contractor shall be entitled only to Contractor's allocated share of permit revenues for inspections provided during the term of this Agreement.
 2. **Transition Period Following Termination.** In the event this Agreement is terminated, or is not renewed or extended, the parties agree that an interim period of transition may be necessary to assure adequate protection of the public and continuity of service to customers. Contractor agrees that, upon written request of City, Contractor shall provide such services as are requested by City, for a term of thirty (30) calendar days following termination of this agreement, or for such period as the parties may agree. During the period of transition, City shall compensate Contractor \$50.00 per hour for each hour worked. To receive payment, Contractor shall submit to City a detailed invoice, including time records containing date, service provided, and time expended, recorded in 15-minute increments. City shall provide payment to Contractor within thirty (30) calendar days of receipt of invoice.
- I. **Independent Contractor.** Contractor is not an officer or employee of the City. Contractor is engaged as an independent contractor, and will be so deemed for all purposes, including the following:
1. Contractor shall be responsible for payment of any Federal or state taxes required as a result of this Agreement.
 2. Contractor shall not be entitled to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not

intended to be extended by this Agreement to the Contractor are: vacation, holiday, sick, or other leaves of pay; medical or dental insurance; or, retirement benefits.

3. Contractor is an independent contractor for purposes of the Idaho Workers' Compensation laws, and shall comply with all applicable Workers' Compensation insurance requirements.

4. Substantially all necessary tools, equipment, supplies and all other administrative support expenses will be furnished by Contractor, with the exception of the incidental items to be furnished by City as set forth herein.

5. Contractor will not be eligible for any Federal Social Security, State Workman's Compensation or unemployment insurance payment from the City or charged to City's account.

J. **Notice.** Communication between the City-Contractor Liaison and Contractor regarding day-to-day and administrative matters shall occur via e-mail or telephone. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, addressed respectively as follows:

City of Kuna
763 W. Avalon Street
Kuna, Idaho 83634

DMH Enterprises
1116 N. Dawn Drive
Boise, Idaho 83634

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

K. Termination.

L. Mutual Consent. This Agreement may be terminated at any time by mutual written consent of both Parties.

M. Best Interest of City or Contractor. City may terminate this Agreement by providing sixty (60) calendar days written notice to the other party if, at any time, for any reason, City determines that termination of the Agreement is in the best interest of City. Contractor may terminate this Agreement by providing sixty (60) calendar days written notice to the other party if, at any time, for any reason, Contractor determines that termination of the Agreement is in the best interest of Contractor. In the event of termination, the non-terminating party shall be entitled to compensation for the services performed per the provisions outlined above up to the effective date of termination.

N. Changed Conditions. City may terminate or modify this Agreement, in whole or in part, effective immediately upon delivery of written notice to Contractor, or at such later date as may be established by City under the following conditions:

1. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement;
2. If any professional license, insurance, bond or certificate required by law, regulation or this Agreement to be held by Contractor to provide the services required by this Agreement, is for any reason denied, revoked, suspended, or not renewed;
3. If City has evidence that Contractor in the course of its duties herein has endangered or is endangering the health and safety of clients, residents, staff or the public;
4. Falsification of records by Contractor;
5. Failure of Contractor to comply with the provisions of this Agreement or any applicable Federal, state or local laws and rules.
6. If Contractor or its agents engage in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement;
7. If justified, documented complaints are made against Contractor or its agents for failure to provide services as specified herein or failure to perform duties in a courteous and professional manner;
8. If Contractor fails to perform any of the provisions of this Agreement, or fails to perform work under this Agreement in accordance with its terms, and after receipt of written notice from City fails to correct such failures within fourteen (14) calendar days or other period as specified; or
9. If the City Council determines that immediate termination of the Agreement is in the best interests of the City, including but not limited to a determination by the City Council that the obligations under this agreement would violate Article VIII, Section 3 of the Idaho Constitution as a result of the City's failure, neglect, or refusal to appropriate sufficient funds as may be required for City to continue to perform its obligations under this agreement.

O. **Time of the Essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this Agreement.

P. **Nonwaiver.** A waiver of any right, remedy or provision provided in this Agreement or by law shall not constitute a waiver of any other rights, remedies or provisions, whether or not similar, nor shall any waiver in one instance constitute a waiver in any other instance or constitute a continuing waiver. The rights and remedies provided herein are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. City shall not be required to reinstate any provisions of this Agreement following a waiver for the provision to be effective in any other instance.

Q. **Indemnity.** Contractor shall indemnify, defend, save, and hold harmless the City and any and all of City's officers, agents, or employees from any and all losses, claims, suits, actions, or judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Contractor, its servants, agents, employees, guests, and/or business invitees while on City's premises or while fulfilling Contractor's obligations under this Agreement, except for liability arising out of concurrent or sole negligence of City or City's officers, agents, or employees. Contractor shall indemnify, defend, save, and hold harmless the City and any and all of City's officers, agents, or employees from any and all losses, claims, suits, actions, or judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Contractor, its servants, agents, employees, guests, and/or business invitees as a result of or arising out of the work performed under this Agreement and arising from the sole or joint negligence of Contractor.

R. **Independent Contractor.** In all matters pertaining to this Agreement, Contractor shall be acting as an independent contractor, and neither Contractor nor any officer, employee or agent of Contractor shall be deemed an employee of City. Except as expressly granted herein, Contractor shall have no authority or responsibility to exercise any rights or power vested in City. The selection and designation of the personnel of City in the performance of this agreement shall be made by City.

S. **Assignment.** The Contractor may not subcontract, assign, or transfer any right or duty arising hereunder without the prior written consent of the City. Any subcontractor, transferee, or assignee shall be bound by all of the terms and conditions of this Agreement. City may withhold its consent to assignment, succession or other transfer of Contractor's rights and responsibilities under this Agreement, when City, in its reasonable discretion, determines that the proposed transaction would not serve the best interest of the City of Kuna. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

T. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

U. **Entire Agreement; Modification.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter. The Agreement may not be changed, amended, or superseded unless by means of writing executed by both Parties hereto.

V. **Nondiscrimination.** Contractor agrees that it shall not discriminate against any person in the performance of this Agreement, on the grounds of race, gender, religion, national origin, sexual orientation, marital status, disability, or age.

W. **Survival.** All provisions of this Agreement which contain continuing obligations shall survive its expiration or termination.

X. **Attorney Fees.** In the event an action, suit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, the non-prevailing party shall be responsible for the prevailing party's attorney's fees, expenses, costs, and disbursements for said action, suit, proceeding or appeal.

Y. **Governing Law; Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Idaho without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding between the City and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively with the Fourth Judicial District Court of Ada County for the State of Idaho. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted exclusively within the United States District Court for Idaho.

Z. **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of this Agreement as if the exhibits were set forth in their entirety in this Agreement.

AA. **City Council Approval Required.** This Agreement shall not become effective or binding until approved by the Kuna City Council.

IN WITNESS WHEREOF, the parties cause this agreement to be executed as of the day and year first above.

DMH ENTERPRISES:

Agent, title

CITY OF KUNA:

W. Greg Nelson, Mayor

Attest:

Brenda S. Bingham, City Clerk

EXHIBIT A

SCOPE OF SERVICES

Overview: Contractor shall perform comprehensive commercial plan reviews prior to permit issuance and detailed plumbing inspections for any and all building projects in the City of Kuna. These plan reviews and inspections are to ensure compliance with all current codified or ordained codes of the City. Contractor shall provide notices to the permit holder and the City of any violation; and order correction of any such violation.

I. SERVICES PROVIDED BY CONTRACTOR.

- A. **Plan Review.** Contractor shall be responsible for performing comprehensive commercial plan reviews, prior to permit issuance for any and all building projects in the City of Kuna. Plan review shall be performed before permits are issued. Contractor shall ensure that the approved plans are on-site prior to performing plumbing inspections.
- B. **Field Inspections.** Contractor shall perform field inspections to verify and incorporate the requirements of plan review. Each and every field inspection shall be performed between 8:00 a.m. and 5:00 p.m. on City business days and scheduled in compliance with Section I.2.a).(2) of EXHIBIT A. Inspection requests are received as “AM” or “PM” (morning or afternoon) requests. Whenever possible, Contractor shall perform all AM requests between 8:00 a.m. and 12:00 p.m. (noon), and shall perform all PM requests between 1:00 p.m. and 5:00 p.m. Where it is or becomes impossible to honor AM/PM requests, Contractor shall notify the requestor immediately.
- C. **Certification of Project Value.** Contractor shall review all Certificates of Valuation for all projects to ensure accurate valuation. If project scope change occurs, Contractor shall notify the City so that proper adjustments in submittals and valuations are achieved.
- D. **Permit Tracking.** Initially Contractor shall provide data (in a form acceptable to the City) to the City regarding the status of duties related to the services provided hereunder, and City shall input the data into a tracking database, including, but not limited to, plan review, plan review comments, field inspections and re-inspections, inspection notes, pass/fail status, and final inspection status. When the City has an electronic permit tracking program up and running, City and Contractor shall work together to transition this data input requirement to Contractor if the Parties deem it efficient for the City and Contractor. Data for every plumbing inspection shall be provided to the City within twenty-four (24) hours, following the completion of the inspection.
- E. **Administrative Tasks.** Contractor shall be available to take phone calls, respond to voice mail and e-mail messages, answer questions, and attend meetings upon request of, as needed, or as scheduled by City. Contractor shall respond to voice mail and e-mail messages within one (1) business day.
- F. **Code Amendments and Technological Advancement.** Contractor shall monitor legislation and technical developments that may affect the building industry. This may include, but shall not be limited to, attending meetings, conferences, workshops, and training sessions to become and remain current on principles, practices, and new developments. Contractor shall be responsible for all associated costs.
- G. **Code Compliance.** Contractor shall assist City in enforcing appropriate ordinances, including ordinances related to land use, building sites, and building uses. Contractor shall report to the City of Kuna City any observed violations of City Code of which Contractor has knowledge, as well as the current International Building Codes adopted by City. Contractor shall collaborate with City personnel on the investigation and enforcement of civil and/or criminal penalties for uncorrected violations.

- H. **Expired Permits.** While the City is responsible for the permit data entry, as provided for in Paragraph I.D. of EXHIBIT A, it shall be responsible for monitoring permit holder's progress toward final inspection, Certificate of Occupancy, or administrative closure. If the permit data entry responsibility changes to the Contractor, then the Contractor shall be responsible for monitoring the permit holder's responsibility. For permits that have expired, the party responsible for permit data entry shall communicate with the Building Official to re-instate, re-issue, or extend the expired permit, and said party shall coordinate with the City on any expired permits that can be administratively closed.
- I. **Process and Performance Standards.** Contractor shall provide services in accordance with the following process and performance standards:
1. Plumbing Plan Review
 - a) Commercial Projects
 - (1) City shall provide hard copies of all plans requiring plumbing plan review to Contractor in order for Contractor to perform the duties as provided herein.
 - (2) City shall provide any electronic plan file, in either CD or electronic format (if available to the City) to Contractor for projects requiring plumbing plan review.
 - (3) Contractor shall complete plan review no more than ten (10) calendar days after receipt of complete application for all commercial applications.
 - (4) Contractor shall provide plumbing plan review comments, redlines, re-submittal requests and other correspondence via email to design professional of record and to City. The City shall be responsible for the maintenance of the email correspondence received from Contractor.
 - (5) Contractor shall perform plan review for compliance of the plumbing systems and equipment on all commercial projects.
 - b) Tenant Improvement Projects
 - (1) Contractor shall perform plan review for tenant improvement projects when deemed necessary by the city. City shall provide hard copies of all plans requiring plumbing plan review to Contractor in order for Contractor to perform the duties as provided herein.
 - (2) City shall provide any electronic plan file, in either CD or electronic format (if available to the City) to Contractor for projects requiring plumbing plan review.
 - (3) Contractor shall complete plan review no more than seven (7) calendar days after receipt of complete application, except when determined by the City, Contractor shall complete "Fast Track Tenant Improvement" projects no more than three (3) calendar days after receipt of complete application. City will notify Contractor of "Fast Track Tenant Improvement" projects through notification in the City's computerized permit tracking program.
 - (4) Contractor shall provide plumbing plan review comments, redlines, re-submittal requests and other correspondence via email to design professional of record and to City. The City shall be responsible for the maintenance of the email correspondence received from Contractor.

2. Plumbing Inspections

c) Commercial and Residential Projects

(1) Contractor shall perform all plumbing and inspections for commercial and residential projects, from initial inspection through final inspection. City shall provide all pass/fail inspection tags, and notices for Contractor use.

(2) Inspection requests received before 4:00 p.m. the previous day shall be performed on the next business day. Inspection requests received after 4:00 p.m. shall be performed on the next business day following the day it was received. If the request is received on a non-business day, the inspection shall be performed the next business day.

(3) Contractor shall sign off for final plumbing inspection for Certificate of Occupancy, Temporary Certificates of Occupancy, and Letters of Substantial Completion. As appropriate, Contractor shall provide notices of violations of applicable standards to permit holders.

(4) Contractor shall provide all plumbing inspection to the City, as provided for on Paragraph I.D. of EXHIBIT A. This shall include, but not be limited to specific information related to inspection, correction notices, and re-inspection.

(5) Contractor shall perform as many inspections as necessary on any permit. Contractor may assess re-inspection fees, per the adopted fee schedule.

II. FEES.

A. All inspection and plan review fees shall be charged pursuant to the Plumbing Plan and Inspection Fee Schedule, as adopted by the Kuna City Council.

III. SERVICE LEVEL EXPECTATIONS.

A. **Professionalism.** When performing services under this Agreement, Contractor shall be professional in demeanor and in conduct, and to that end shall at all times:

1. Display a City-issued photo identification badge.
2. Provide a City-issued business card during field inspections, as appropriate.
3. Dress professionally. While performing services for the City of Kuna, the Contractor, its subcontractors, if any, and all employers working under this contract shall not advertise on clothing or vehicles (logos, graphics, etc.) any business other than DMH ENTERPRISES.
4. Wear appropriate clothing and safety gear to protect from personal injury.

B. **CARE Principles.** City expects all contract personnel, including Contractor, to in good faith and to the extent reasonably required perform services in accordance with the City's four organizational values and corresponding behaviors, identified by the City as significant and vital to the success of the City as a whole: **Customer Service**, **Accountability**, **Respect**, and **Excellence**.

1. **Customer Service:** Contractor is asked to respond to customers in a genuine, positive, and timely manner; presenting a polite and approachable persona; maintaining composure under difficult circumstances; sharing information regarding the customer's concerns; and following up with customers.
2. **Accountability:** Contractor acknowledges that each of us is responsible for our own work, choices, and actions. Contractor personnel are asked to be responsible for

their actions; actively participate as a team member; make legal and ethical decisions; and provide accurate and current information regarding expectations, priorities, and accomplishments.

3. **Respect:** Contractor personnel are asked to be trustworthy and courteous; acknowledge and accept people with diverse opinions and backgrounds; treat all customers and co-workers fairly, equally, and as you would want to be treated; and avoiding gossip or passing information of a confidential or private nature.

4. **Excellence:** Contractor personnel are asked to be professional, flexible, and adaptable to community needs; to increase efficiency as well as effectiveness by looking for ways to improve processes; and to provide feedback regarding processes or proposed changes.

EXHIBIT B**PAYMENT SCHEDULE**

PAYMENT SCHEDULE - PLUMBING PLAN REVIEW AND INSPECTIONS		
<u>Milestone</u> Permit Issuance		
100% of Contractors Fees as identified in Section III(C)		

**RESOLUTION NO. R85-2014
CITY OF KUNA, IDAHO**

**AGREEMENT WITH ELECTRICAL CONTROLS AND INSTRUMENTATION,
LLC TO PROVIDE ELECTRICAL PLAN REVIEW AND INSPECTION
SERVICES**

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE AGREEMENT WITH ELECTRICAL CONTROLS AND INSTRUMENTATION, LLC AND THE CITY OF KUNA, IDAHO TO PROVIDE THE CITY WITH ELECTRICAL PLAN REVIEW AND INSPECTION SERVICES; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

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

Section 1. The Agreement with Electrical Controls and Instrumentation LLC, in substantially the form as attached hereto as EXHIBIT A is hereby approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 2nd day of December 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 2nd day of December 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
ELECTRICAL CONTROLS AND INSTRUMENTATION, LLC
AND THE CITY OF KUNA, IDAHO
FOR ELECTRICAL INSPECTION AND PLAN REVIEW SERVICES**

This PROFESSIONAL SERVICES AGREEMENT BETWEEN ELECTRICAL CONTROLS AND INSTRUMENTATION, LLC AND THE CITY OF KUNA FOR ELECTRICAL INSPECTION AND PLAN REVIEW SERVICES (“Agreement”) is made and entered into this ___ day of December, 2014, by and between ELECTRICAL CONTROLS AND INSTRUMENTATION LLC (“Contractor”) whose address is 1300 N. Autumn Drive, Nampa, Idaho, and the City of Kuna (“City”) whose address is, 763 W. Avalon, Kuna, Idaho. Contractor and City may hereafter collectively be referred to as “Parties.”

WHEREAS, the City is a municipal corporation created under the laws of the State of Idaho and as such, is authorized by Idaho Code §§39-4116(2) and 39-4116(4) to adopt building codes and local amendments thereto, and by Idaho Code §50-301 to enter into contracts for the purpose of implementing such codes; and

WHEREAS, the City Council of City finds that it is in the best interest of the health, safety, and welfare of the people of the City of Kuna to enter into this Agreement with Contractor; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Contractor and the City hereby agree and contract as follows:

I. RESPONSIBILITIES OF CONTRACTOR:

A. **Scope of Services.** Contractor shall perform the necessary services and adhere in all respects to the service level expectations set forth in *Exhibit A, Scope of Services*, as attached hereto and incorporated herein by reference.

B. **Continuity of Operations.** Where, as to any task performed or service provided hereunder, Contractor is unable for any reason to meet the obligations and time constraints set forth in *Exhibit A, Scope of Services*, Contractor shall engage a duly authorized designee, who shall be: (1) authorized by Contractor to complete tasks and to make decisions on Contractor’s behalf, (2) in good standing with all relevant licensing authorities, and (3) hold at least the minimum certifications required by Idaho Code §54-1019. Contractor shall immediately and in writing, notify the City of any and all such designations.

C. **Contractor’s Employees.** Contractor’s employees, designees, subcontractors, and delegee shall be bound by all of the terms and conditions of this Agreement, including the service level expectations set forth in *Exhibit A, Scope of Services*, and all qualifications required of Contractor hereunder, except as otherwise specified in this Agreement, and except as to clerical or administrative tasks not requiring such qualifications. Within seven (7) calendar days of execution of this Agreement, and thenceforth within seven (7) calendar days of hiring or reassigning personnel to provide services hereunder, Contractor shall provide to City a list of all Contractor personnel who are employed or otherwise assigned by Contractor to provide services under this agreement, including such personnel’s credentials and qualifications. City may withhold its consent to such employment, designation, subcontract, or delegation or other transfer of Contractor’s rights and responsibilities under this Agreement, when City, in its reasonable discretion, determines that the proposed transaction would not serve the best interest of the City of Kuna.

D. **Qualifications.** At all times throughout the term of this Agreement, Contractor shall be sufficiently qualified to provide services in the manner and in the timeframe established by this provision and all provisions of this Agreement. Specifically, without limitation, Contractor shall be in good standing with all relevant licensing authorities and shall, at a minimum, hold the following certifications:

1. Electrical inspection certification from the International Association of Electrical Inspectors (to be obtained within six (6) months of the effective date of this agreement); and
2. Idaho Code §54-1019 requirements; and
3. Any and all other certifications required by law.

E. **Office Hours.** Contractor shall be available during City business hours to perform administrative tasks required under *Exhibit A, Scope of Services*.

F. **Cell Phone.** Contractor and Contractor's employees shall maintain, at Contractor's expense, a cellular telephone with voice mail, and shall provide the telephone numbers thereof to the City for City's use in administering this Agreement.

G. **Prohibited Services; Conflicts of Interest.** Contractor shall not perform any work under the guise of another business entity, personally or professionally, on any property or work that is inspected by Contractor or that falls under the inspection responsibilities of Contractor as contemplated by this agreement. Contractor is strictly prohibited from referring any work to Contractor, or any company with which Contractor is associated, whether personally or professionally. Contractor's use of any City resource shall be limited exclusively to the work related to this Agreement. Contractor shall report to the City any potential conflicts of interest it may have relative to a construction project.

H. **Public Records.** Contractor acknowledges that all records containing information relating to the conduct or administration of this Agreement and services provided hereunder prepared, owned, used or retained by Contractor are public records and as such are subject to City's records retention schedule and/or the Idaho public records act. Contractor shall, upon request and within two (2) working days of such request, provide requested information or records to the City Clerk's Office. Contractor shall, upon request, prepare and provide to City all data collected and/or reports prepared regarding services conducted under this Agreement.

I. **Insurance.** Contractor shall name the City as additional insured on any and all insurance policies required herein only with respect to Contractor's activities performed under this Agreement. Such insurance shall be evidenced by a certificate of insurance issued by an insurance company licensed to do business in the State of Idaho and containing a thirty-day notice of cancellation endorsement. Contractor shall obtain (at Contractor's sole expense) and shall maintain throughout the term of this Agreement, and upon execution of this agreement shall provide City with proof of each and all of the following insurance coverages:

1. Comprehensive general liability insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence for property damage and bodily injury or death. In the event a unilateral cancellation or restriction by the insurance company of the insurance policy referred to in this paragraph, Contractor shall notify City in writing within three (3) calendar days. City has the right to suspend portions of this Agreement in the City's sole discretion if Contractor's general liability insurance is revoked, cancelled, expires or Contractor is otherwise without general liability insurance. Contractor shall be afforded a reasonable time to obtain insurance. If Contractor cannot obtain insurance within a reasonable time, City may terminate this Agreement.

2. Automobile liability insurance with a combined single limit per occurrence of not less than five hundred thousand dollars (\$500,000), naming the City of Kuna as an additional insured.

3. Errors and omissions insurance for the services under this Agreement, in an amount of not less than five hundred thousand dollars (\$500,000) per occurrence.

4. Workers' compensation insurance on Contractor and all persons in Contractor's employ in the minimum amount(s) and as required by Idaho law. This provision shall apply to Contractor even if Contractor is acting as a sole proprietor, regardless of the worker's compensation insurance requirements of the State of Idaho regarding sole proprietors.

J. **Compliance with Applicable Law and City Policies.** Contractor shall comply with all federal, state, City, and other laws and ordinances applicable to services performed under this Agreement. When performing services under this Agreement, Contractor shall adhere to all City policies pertaining to workplace conduct, including but not limited to policies related to drug and alcohol policy, and safety.

K. **Electronic Equipment.** Contractor shall have access to City computer to perform the services enumerated under this Agreement only if a computer is available. While working away from City Hall, Contractor shall supply, at its expense, any electronic equipment necessary to perform the services enumerated under this Agreement.

II. RESPONSIBILITIES OF CITY.

A. **Incidental Office Supplies.** City shall provide, for Contractor's use in performing services under this Agreement, inspection tags, permit notices, business cards, and incidental clerical staff services. One soft-bound copy of all adopted codes will be available for shared use at the Kuna City Hall. To the extent that Contractor needs or desires additional supplies or services that are not provided by City under this Agreement, such supplies or services shall be provided at the sole cost and expense of the Contractor.

III. GENERAL PROVISIONS.

A. **Term.** This Agreement shall become effective upon execution by both parties, and shall expire on September 30, 2015, unless sooner terminated as provided below. Time is of the essence in Contractor's performance of each and every obligation under this Agreement. This Agreement term may be extended by separate written addendum, duly executed by both parties.

- B. **Non-Appropriation of Funds.** This Agreement shall in no way or manner be construed so as to bind or obligate City beyond the term of any particular appropriation of funds by Kuna City Council. The City reserves the right to terminate the Agreement if the Kuna City Council fails, neglects, or refuses to appropriate sufficient funds as may be required for City to continue its required performance under this Agreement. If City Council fails to appropriate funds for this Agreement for any fiscal year then this Agreement will terminate automatically, with no consequence to the City, on the last day of the last fiscal year of appropriated funds.
- C. **Revenue Allocation.** Contractor shall be entitled to the following shares of electrical permit fee revenues collected by City:
1. Sixty percent (60%) of the electrical inspection permit fees collected.
- D. **Hourly Rate.** For duties and functions expressly enumerated hereunder as billed hourly, or other duties not expressly enumerated hereunder, and only upon prior written approval by the City, Contractor may charge City an hourly rate of no more than \$50.00 per hour. City shall not be obligated to pay Contractor an hourly rate for any service provided without City's prior written approval.
- E. **Payment.** Fees pertaining to services provided under this Agreement shall be collected by City. City shall remit Contractor's share of permit revenues collected by the City in accordance with *Exhibit B, Payment Schedule*, no later than the tenth (10th) day of the month following attainment of the specified Milestone. City shall maintain an accounting of all permit fees and shall provide to Contractor a full accounting therefore upon request.
- F. **Liquidated Damages.** Contractor shall be liable to the City for any delay beyond the time periods specified in this agreement, in the amount of two hundred fifty dollars (\$250.00) for each calendar day. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any claim or damage because of such delay and not be construed as a penalty.
- G. **Records.** All records, including those of costs, reimbursable expenses, and payments shall be kept to generally recognized accounting methods and standards and shall be available to the other Party at all times.
- H. **Transition Into and Out of Agreement Term.**
1. **Payment Due Contractor.** It is acknowledged by the parties that the City collects permit fees when permits are issued. Contractor shall be entitled only to Contractor's allocated share of permit revenues for inspections provided during the term of this Agreement.
 2. **Transition Period Following Termination.** In the event this Agreement is terminated, or is not renewed or extended, the parties agree that an interim period of transition may be necessary to assure adequate protection of the public and continuity of service to customers. Contractor agrees that, upon written request of City, Contractor shall provide such services as are requested by City, for a term of thirty (30) calendar days following termination of this agreement, or for such period as the parties may agree. During the period of transition, City shall compensate Contractor \$50.00 per hour for each hour worked. To receive payment, Contractor shall submit to City a detailed invoice, including time records containing date, service provided, and time expended, recorded in 15-minute increments. City shall provide payment to Contractor within thirty (30) calendar days of receipt of invoice.
- I. **Independent Contractor.** Contractor is not an officer or employee of the City. Contractor is engaged as an independent contractor, and will be so deemed for all purposes, including the following:
1. Contractor shall be responsible for payment of any Federal or state taxes required as a result of this Agreement.
 2. Contractor shall not be entitled to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not

intended to be extended by this Agreement to the Contractor are: vacation, holiday, sick, or other leaves of pay; medical or dental insurance; or, retirement benefits.

3. Contractor is an independent contractor for purposes of the Idaho Workers' Compensation laws, and shall comply with all applicable Workers' Compensation insurance requirements.

4. Substantially all necessary tools, equipment, supplies and all other administrative support expenses will be furnished by Contractor, with the exception of the incidental items to be furnished by City as set forth herein.

5. Contractor will not be eligible for any Federal Social Security, State Workman's Compensation or unemployment insurance payment from the City or charged to City's account.

J. **Notice.** Communication between the City-Contractor Liaison and Contractor regarding day-to-day and administrative matters shall occur via e-mail or telephone. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, addressed respectively as follows:

City of Kuna	Electrical Controls and Instrumentation, LLC
763 W. Avalon Street	1300 N. Autumn Drive
Kuna, Idaho 83634	Nampa, Idaho 83687

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

K. Termination.

L. Mutual Consent. This Agreement may be terminated at any time by mutual written consent of both Parties.

M. Best Interest of City or Contractor. City may terminate this Agreement by providing sixty (60) calendar days written notice to the other party if, at any time, for any reason, City determines that termination of the Agreement is in the best interest of City. Contractor may terminate this Agreement by providing sixty (60) calendar days written notice to the other party if, at any time, for any reason, Contractor determines that termination of the Agreement is in the best interest of Contractor. In the event of termination, the non-terminating party shall be entitled to compensation for the services performed per the provisions outlined above up to the effective date of termination.

N. Changed Conditions. City may terminate or modify this Agreement, in whole or in part, effective immediately upon delivery of written notice to Contractor, or at such later date as may be established by City under the following conditions:

1. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement;
2. If any professional license, insurance, bond or certificate required by law, regulation or this Agreement to be held by Contractor to provide the services required by this Agreement, is for any reason denied, revoked, suspended, or not renewed;
3. If City has evidence that Contractor in the course of its duties herein has endangered or is endangering the health and safety of clients, residents, staff or the public;
4. Falsification of records by Contractor;
5. Failure of Contractor to comply with the provisions of this Agreement or any applicable Federal, state or local laws and rules.
6. If Contractor or its agents engage in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement;
7. If justified, documented complaints are made against Contractor or its agents for failure to provide services as specified herein or failure to perform duties in a courteous and professional manner;
8. If Contractor fails to perform any of the provisions of this Agreement, or fails to perform work under this Agreement in accordance with its terms, and after receipt of written notice from City fails to correct such failures within fourteen (14) calendar days or other period as specified; or
9. If the City Council determines that immediate termination of the Agreement is in the best interests of the City, including but not limited to a determination by the City Council that the obligations under this agreement would violate Article VIII, Section 3 of the Idaho Constitution as a result of the City's failure, neglect, or refusal to appropriate sufficient funds as may be required for City to continue to perform its obligations under this agreement.

O. **Time of the Essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this Agreement.

P. **Nonwaiver.** A waiver of any right, remedy or provision provided in this Agreement or by law shall not constitute a waiver of any other rights, remedies or provisions, whether or not similar, nor shall any waiver in one instance constitute a waiver in any other instance or constitute a continuing waiver. The rights and remedies provided herein are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. City shall not be required to reinstate any provisions of this Agreement following a waiver for the provision to be effective in any other instance.

Q. **Indemnity.** Contractor shall indemnify, defend, save, and hold harmless the City and any and all of City's officers, agents, or employees from any and all losses, claims, suits, actions, or judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Contractor, its servants, agents, employees, guests, and/or business invitees while on City's premises or while fulfilling Contractor's obligations under this Agreement, except for liability arising out of concurrent or sole negligence of City or City's officers, agents, or employees. Contractor shall indemnify, defend, save, and hold harmless the City and any and all of City's officers, agents, or employees from any and all losses, claims, suits, actions, or judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Contractor, its servants, agents, employees, guests, and/or business invitees as a result of or arising out of the work performed under this Agreement and arising from the sole or joint negligence of Contractor.

R. **Independent Contractor.** In all matters pertaining to this Agreement, Contractor shall be acting as an independent contractor, and neither Contractor nor any officer, employee or agent of Contractor shall be deemed an employee of City. Except as expressly granted herein, Contractor shall have no authority or responsibility to exercise any rights or power vested in City. The selection and designation of the personnel of City in the performance of this agreement shall be made by City.

S. **Assignment.** The Contractor may not subcontract, assign, or transfer any right or duty arising hereunder without the prior written consent of the City. Any subcontractor, transferee, or assignee shall be bound by all of the terms and conditions of this Agreement. City may withhold its consent to assignment, succession or other transfer of Contractor's rights and responsibilities under this Agreement, when City, in its reasonable discretion, determines that the proposed transaction would not serve the best interest of the City of Kuna. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

T. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

U. **Entire Agreement; Modification.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter. The Agreement may not be changed, amended, or superseded unless by means of writing executed by both Parties hereto.

V. **Nondiscrimination.** Contractor agrees that it shall not discriminate against any person in the performance of this Agreement, on the grounds of race, gender, religion, national origin, sexual orientation, marital status, disability, or age.

W. **Survival.** All provisions of this Agreement which contain continuing obligations shall survive its expiration or termination.

X. **Attorney Fees.** In the event an action, suit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, the non-prevailing party shall be responsible for the prevailing party's attorney's fees, expenses, costs, and disbursements for said action, suit, proceeding or appeal.

Y. **Governing Law; Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Idaho without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding between the City and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively with the Fourth Judicial District Court of Ada County for the State of Idaho. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted exclusively within the United States District Court for Idaho.

Z. **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of this Agreement as if the exhibits were set forth in their entirety in this Agreement.

AA. **City Council Approval Required.** This Agreement shall not become effective or binding until approved by the Kuna City Council.

IN WITNESS WHEREOF, the parties cause this agreement to be executed as of the day and year first above.

ELECTRICAL CONTROLS AND INSTRUMENTATION LLC

Shane T. Vigil, Member

Kristy Vigil, Member

CITY OF KUNA:

W. Greg Nelson, Mayor

Attest:

Brenda S. Bingham, City Clerk

EXHIBIT A

SCOPE OF SERVICES

Overview: Contractor shall perform comprehensive commercial plan reviews prior to permit issuance and detailed electrical inspections for any and all building projects in the City of Kuna. These plan reviews and inspections are to ensure compliance with all current codified or ordained codes of the City. Contractor shall provide notices to the permit holder and the City of any violation; and order correction of any such violation.

I. SERVICES PROVIDED BY CONTRACTOR.

- A. **Plan Review.** Contractor shall review plans, if necessary, to fulfill the performance of this Agreement. Contractor shall ensure that the approved plans are on-site prior to performing electrical inspections.
- B. **Field Inspections.** Contractor shall perform field inspections to verify and incorporate the requirements of plan review. Each and every field inspection shall be performed between 8:00 a.m. and 5:00 p.m. on City business days and scheduled in compliance with Section 1.2.a).(2). Inspection requests are received as “AM” or “PM” (morning or afternoon) requests. Whenever possible, Contractor shall perform all AM requests between 8:00 a.m. and 12:00 p.m. (noon), and shall perform all PM requests between 1:00 p.m. and 5:00 p.m. Where it is or becomes impossible to honor AM/PM requests, Contractor shall notify the requestor immediately.
- C. **Review of Project Value.** Contractor shall review submitted Certificates of Valuation for all projects to ensure accurate valuation. If project scope change occurs, Contractor shall notify the City so that proper adjustments in submittals and valuations are achieved.
- D. **Permit Tracking.** Initially Contractor shall provide data (in a form acceptable to the City) to the City regarding the status of duties related to the services provided hereunder, and City shall input the data into a tracking database, including, but not limited to, plan review, plan review comments, field inspections and re-inspections, inspection notes, pass/fail status, and final inspection status. When the City has an electronic permit tracking program up and running, City and Contractor shall work together to transition this data input requirement to Contractor if the Parties deem it efficient for the City and Contractor. Data for every electrical inspection shall be provided to the City within twenty-four (24) hours, following the completion of the inspection.
- E. **Administrative Tasks.** Contractor shall be available to take phone calls, respond to voice mail and e-mail messages, answer questions, and attend meetings upon request of, as needed, or as scheduled by City. Contractor shall respond to voice mail and e-mail messages within one (1) business day.
- F. **Code Amendments and Technological Advancement.** Contractor shall monitor legislation and technical developments that may affect the building industry. This may include, but shall not be limited to, attending meetings, conferences, workshops, and training sessions to become and remain current on principles, practices, and new developments. Contractor shall be responsible for all associated costs.
- G. **Code Compliance.** Contractor shall assist City in enforcing appropriate ordinances, including ordinances related to land use, building sites, and building uses. Contractor shall report to the City of Kuna City any observed violations of City Code of which Contractor has knowledge, as well as the current International Building Codes adopted by City. Contractor shall collaborate with City personnel on the investigation and enforcement of civil and/or criminal penalties for uncorrected violations.

- H. **Expired Permits.** While the City is responsible for the permit data entry, as provided for in Paragraph I.D. of EXHIBIT A, it shall be responsible for monitoring permit holder's progress toward final inspection, Certificate of Occupancy, or administrative closure. If the permit data entry responsibility changes to the Contractor, then the Contractor shall be responsible for monitoring the permit holder's responsibility. For permits that have expired, the party responsible for permit data entry shall communicate with the Building Official to re-instate, re-issue, or extend the expired permit, and said party shall coordinate with the City on any expired permits that can be administratively closed.
- I. **Process and Performance Standards.** Contractor shall provide services in accordance with the following process and performance standards:
1. Electrical Plan Review
 - a) Commercial Projects
 - (1) Contractor shall complete plan review no more than ten (10) calendar days after receipt of complete application for all commercial applications.
 - (2) Contractor shall provide electrical plan review comments, redlines, re-submittal requests and other correspondence via email to design professional of record and to City, and shall archive same in the manner and in the location specified by City.
 - (3) City staff shall install the initial electronic plan files into the city database for all projects requiring electrical plan review. Contractor shall be responsible to install all resubmitted plan files and documents in the same city database. Contractor shall also be responsible to incorporate resubmitted hard copies into plan set(s) issued for construction.
 - (4) Contractor shall perform plan review for compliance of the electrical systems and equipment on all commercial projects.
 - b) Tenant Improvement Projects
 - (1) Contractor shall perform plan review for tenant improvement projects when deemed necessary by the city.
 - (2) Contractor shall complete plan review no more than seven (7) calendar days after receipt of complete application, except when determined by the City, Contractor shall complete "Fast Track Tenant Improvement" projects no more than three (3) calendar days after receipt of complete application. City will notify Contractor of "Fast Track Tenant Improvement" projects through notification in the City's computerized permit tracking program.
 - (3) Contractor shall provide plan review comments, redlines, re-submittal requests and other correspondence via email to all design professionals of record and to City, and shall archive same in the manner and in the location specified by City.
 - (4) City staff shall install the initial electronic plan files into the city database for all projects requiring building plan review. Contractor shall be responsible to install all resubmitted plan files and documents in the same city database. Contractor shall also be responsible to incorporate resubmitted hard copies into plan set(s) issued for construction.
 2. Electrical Inspections
 - a) Commercial and Residential Projects
 - (1) Contractor shall perform all electrical and inspections for commercial and residential projects, from initial inspection through final

inspection. City shall provide all pass/fail inspection tags, and notices for Contractor use.

(2) Inspection requests received before 4:00 p.m. the previous day shall be performed on the next business day. Inspection requests received after 4:00 p.m. shall be performed on the next business day following the day that it was received. If the request is received on a non-business day, the inspection shall be performed the next business day.

(3) Contractor shall sign off for final electrical inspection for Certificate of Occupancy, Temporary Certificates of Occupancy, and Letters of Substantial Completion. As appropriate, Contractor shall provide notices of violations of applicable standards to permit holders.

(4) Contractor shall input all electrical inspection information into the City's software immediately following the inspection. This shall include, but not be limited to specific information related to inspection, correction notices, and re-inspection.

(5) Contractor shall perform as many inspections as necessary on any permit. Contractor may assess re-inspection fees, per the adopted fee schedule, if items from a previous correction notice are not corrected when a new inspection is requested.

II. FEES.

A. All inspection and plan review fees shall be charged pursuant to the Plumbing Plan and Inspection Fee Schedule, as adopted by the Kuna City Council.

III. SERVICE LEVEL EXPECTATIONS.

A. **Professionalism.** When performing services under this Agreement, Contractor shall be professional in demeanor and in conduct, and to that end shall at all times:

1. Display a City-issued photo identification badge.
2. Provide a City-issued business card during field inspections, as appropriate.
3. Dress professionally. While performing services for the City of Kuna, the Contractor, its subcontractors, if any, and all employers working under this contract shall not advertise on clothing or vehicles (logos, graphics, etc.) any business other than Electrical Controls and Instrumentation, LLC.
4. Wear appropriate clothing and safety gear to protect from personal injury.

B. **CARE Principles.** City expects all contract personnel, including Contractor, to in good faith and to the extent reasonably required perform services in accordance with the City's four organizational values and corresponding behaviors, identified by the City as significant and vital to the success of the City as a whole: **C**ustomer **S**ervice, **A**ccountability, **R**espect, and **E**xcellence.

1. **Customer Service:** Contractor is asked to respond to customers in a genuine, positive, and timely manner; presenting a polite and approachable persona; maintaining composure under difficult circumstances; sharing information regarding the customer's concerns; and following up with customers.
2. **Accountability:** Contractor acknowledges that each of us is responsible for our own work, choices, and actions. Contractor personnel are asked to be responsible for their actions; actively participate as a team member; make legal and ethical decisions; and provide accurate and current information regarding expectations, priorities, and accomplishments.
3. **Respect:** Contractor personnel are asked to be trustworthy and courteous; acknowledge and accept people with diverse opinions and backgrounds; treat all customers and co-workers fairly, equally, and as you would want to be treated; and avoiding gossip or passing information of a confidential or private nature.
4. **Excellence:** Contractor personnel are asked to be professional, flexible, and adaptable to community needs; to increase efficiency as well as effectiveness by looking for ways to improve processes; and to provide feedback regarding processes or proposed changes.

EXHIBIT B**PAYMENT SCHEDULE**

PAYMENT SCHEDULE - ELECTRICAL PLAN REVIEW AND INSPECTIONS		
<u>Milestone</u> Permit Issuance	<u>Milestone</u> Final Inspection Completion	<u>Milestone</u> Sign off on Certificate of Occupancy (issued by City)
50% of Contractor's Fee as identified in Section III(C)	30% of Contractor's Fee as identified in Section III(C)	20% of Contractor's Fee as identified in Section III(C)

Madison Publications, LLC

dba Idaho Life Magazines
6700 N. Linder Rd., Ste 156, #244
Meridian, ID 83646

Date	Invoice #
10/20/2014	654

Bill To
City of Kuna Attn: Mayor, W. Greg Nelson 763 W. Avalon Street PO Box 13 Kuna, ID 83634

Web Site	Phone #	Due Date
www.idaholifemagazines.com	208-477-4220	Due upon receipt

Description	Amount
Advertising in Kuna Life 2015 edition - 4 PG Layout	1,200.00

Total	\$1,200.00
Payments/Credits	\$0.00
Payment Due	\$1,200.00

**RESOLUTION NO. R86-2014
CITY OF KUNA, IDAHO**

**FIRST ADDENDUM TO THE MASTER LICENSE AGREEMENT BETWEEN
ACHD AND THE CITY OF KUNA FOR THE INSTALLATION OF
PRESSURIZED IRRIGATION PIPING AND VALVING EQUIPMENT WITHIN
THE RIGHTS-OF-WAY OF THE CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE FIRST ADDENDUM TO THE MASTER LICENSE AGREEMENT FOR MUNICIPAL PRESSURE IRRIGATION SYSTEM WITHIN THE RIGHTS-OF-WAY BETWEEN THE ADA COUNTY HIGHWAY DISTRICT AND THE CITY OF KUNA PERMITTING THE PLACEMENT OF THE CITY OF KUNA'S PRESSURIZED IRRIGATION SYSTEM CONSISTING OF PRESSURE IRRIGATION PIPING AND VALVING EQUIPMENT WITHIN THE ADA COUNTY HIGHWAY DISTRICT RIGHTS-OF-WAY ASSOCIATED WITH THE TIMBERMIST SUBDIVISION.

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

Section 1. *The First Addendum to Master License Agreement for a Municipal Pressurized Irrigation System within the Public Rights-of-Way between City of Kuna, Idaho and the Ada County Highway District* permitting the placement of the City of Kuna's pressurized irrigation system consisting of pressure irrigation piping and valving equipment within the public rights-of-way associated with the Timbermist Subdivision, in substantially the form of the copy of said Agreement, attached hereto and incorporated herein by reference, is hereby authorized and approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 2nd day of December 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 2nd day of December 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

**FIRST ADDENDUM TO MASTER LICENSE AGREEMENT FOR
A MUNICIPAL PRESSURE IRRIGATION SYSTEM WITHIN THE
PUBLIC RIGHTS-OF-WAY
BETWEEN
CITY OF KUNA, IDAHO
AND THE
ADA COUNTY HIGHWAY DISTRICT**

THIS FIRST ADDENDUM TO MASTER LICENSE AGREEMENT FOR A MUNICIPAL PRESSURE IRRIGATION SYSTEM WITHIN THE PUBLIC RIGHTS-OF-WAY (the "First Addendum to Master License Agreement") is made and entered into this ____ day of December, 2014 by and between ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho (hereinafter referred to as "ACHD" or "Licensor") and the CITY OF KUNA, IDAHO, an Idaho municipal corporation, (hereinafter referred to as "City of Kuna" or "Licensee"); WITNESSETH:

RECITALS

A. The parties entered into a Master License Agreement for a Municipal Pressure Irrigation System Within the Public Rights-of-Way dated June 16, 2014 and recorded in the records of Ada County as Instrument No. 2014-079818 ("Master License Agreement").

B. The Master License Agreement indicated that the term "Pressure Irrigation System" shall mean the City of Kuna's pressure irrigation system that lies within the Public Right-of-Way as described in Exhibit A to the Master License Agreement and extensions of the Pressure Irrigation System shall be referred to as an addendum commencing with "Addendum No. 1".

C. By this First Addendum to Master License Agreement, the parties desire to incorporate into the Master License Agreement the following: (1) letter of request dated November 6, 2014, attached hereto as Exhibit "A"; and (2) the Construction Plans for pressure irrigation facilities associated with the development "Timbermist Subdivision" but which are to be owned and operated by the City of Kuna, generally located in the public right-of-way of Hubbard Road at various locations between the intersection of Linder Road and Kay Street, attached hereto as Exhibit "B".

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of

the recitals, which are incorporated in this First Addendum to Master License Agreement and in consideration of the premises and the agreements hereinafter contained, ACHD and the City of Kuna agree as follows:

SECTION 1. RECITALS. The recitals above are incorporated into this First Addendum to Master License Agreement.

- 1.1 The terms “Right-of-Way” and “Pressure Irrigation System” as referred to in Section 1 of the Master License Agreement recorded in the records of Ada County as Instrument No. 2014-079818 shall mean the City of Kuna’s pressure irrigation system that lies within the Public Right-of-Way and depicted in Construction Plans for pressure irrigation facilities associated with the development “Timbermist Subdivision” but which are to be owned and operated by the City of Kuna, generally located in the public right-of-way of Hubbard Road at various locations between the intersection of Linder Road and Kay Street, attached hereto as Exhibit “B.”

SECTION 2. LICENSE, REVOCABLE AND NON-EXCLUSIVE.

- 2.1 Pursuant to Sections 2 and 6 of the Master License Agreement, ACHD hereby grants and extends to Licensee a license for extension of the Pressure Irrigation System across and under the public right-of-way of Hubbard Road at various locations between the intersection of Linder Road and Kay Street as depicted in the Construction Plans, attached hereto as Exhibit “B, and such license shall include the uses, terms and conditions set forth in Master License Agreement.

SECTION 3. Restatement of Master License Agreement. All terms and conditions of the Master License Agreement, except as modified by this First Addendum to Master License Agreement, shall apply to, and are hereby incorporated into this First Addendum to Master License Agreement as if fully set forth herein.

SECTION 4. Miscellaneous.

- 4.1 Binding Effect.

This First Addendum to Master License Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

- 4.2 Attorneys' Fees.

Should any party find it necessary to employ an attorney for representation in any action seeking enforcement of any of the provisions of this First Addendum to Master License Agreement, or to protect its interest in any

matter arising under these agreements, or to recover damages for the breach of these agreements, or to resolve any disagreement in interpretation of these agreements, the unsuccessful party in any final judgment entered therein agrees to reimburse the prevailing party for all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred by the prevailing party in connection therewith and in connection with any appeal, and the same may be included in such judgment.

4.3 Counterparts.

This First Addendum to Master License Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum to Master License Agreement the day and year first above written.

CITY OF KUNA:

CITY OF KUNA, an Idaho Municipal corporation

By: _____

Its:

ACHD

ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho

By: _____

Its:

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2014, before me, _____, a Notary Public in and for the State of Idaho, personally appeared _____, known or identified to me to be the _____ of the City of Kuna, the person who executed this instrument on behalf of said City, and acknowledged to me that the City of Kuna executed the same.

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

Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2014, before me, _____, a Notary Public in and for the State of Idaho, personally appeared, _____, known or identified to me to be the _____ of the Ada County Highway District, the person who executed this instrument on behalf of said District, and acknowledged to me that the Ada County Highway District executed the same.

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

Notary Public for Idaho
Residing at: _____
My commission expires: _____

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

(Space above reserved for recording)

ORDINANCE NO. 2014-14

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING ALL OF LOT 10 OF KUNA VILLAGE ESTATES SUBDIVISION, PARCEL R5070750105, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna operates a municipal irrigation system, generally referred to as Kuna Municipal Irrigation District (KMID), as authorized by Title 50, Chapter 18, Idaho Code; and

WHEREAS, the above mentioned parcels are connected to the Kuna Municipal Irrigation District system; and

WHEREAS, the Kuna City Council has deemed annexation of said properties into the Kuna Municipal Irrigation District to be in the best interest of the City of Kuna;

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

Section 1: That the following described real properties be and the same hereby is annexed into the Kuna Municipal Irrigation District of the City of Kuna, State of Idaho and the boundaries adjusted accordingly, said property being described as follows;

Lot 9 & 10, Kuna Village Estates Subdivision.

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

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

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District.

Section 5: That this Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

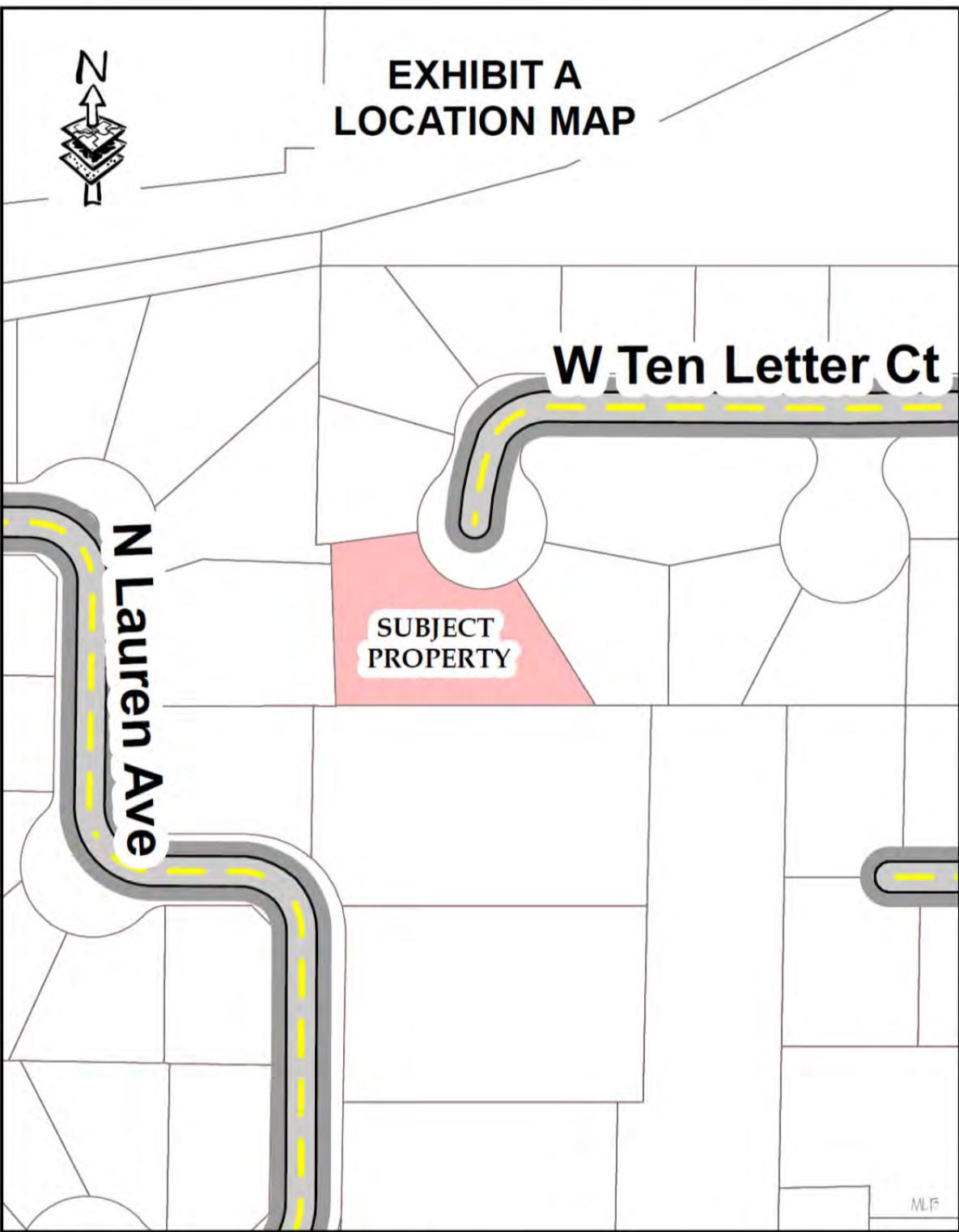
DATED this 2nd day of December 2014.

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk



Ord. 2014-14 Irrigation Annexation - Larry Smith ~ 961 Ten Letter Court

(Space above reserved for recording)

ORDINANCE NO. 2014-18

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING ALL OF PARCEL R5070504527, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna operates a municipal irrigation system, generally referred to as Kuna Municipal Irrigation District (KMID), as authorized by Title 50, Chapter 18, Idaho Code; and

WHEREAS, the above mentioned parcels are connected to the Kuna Municipal Irrigation District system; and

WHEREAS, the Kuna City Council has deemed annexation of said properties into the Kuna Municipal Irrigation District to be in the best interest of the City of Kuna;

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

Section 1: That the following described real properties be and the same hereby is annexed into the Kuna Municipal Irrigation District of the City of Kuna, State of Idaho and the boundaries adjusted accordingly, said property being described as follows in Exhibit A.

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

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

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District.

Section 5: That this Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

DATED this 2nd day of December 2014.

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

**EXHIBIT A
LEGAL DESCRIPTION FOR WATER RIGHTS ON
620 SOUTH ASH AVENUE**

A portion of Lot 23 of Kuna Orchard Tracts, lying in the Northwest 1/4, Section 26, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the Northwest 1/4 Corner of said Section 26, North 89 degrees 44 minutes 58 seconds East, 1313.41 feet to the North 1/16th corner;

Thence South 00 degrees 02 minutes 07 seconds East, 1984.80 feet;

Thence North 89 degrees 49 minutes 24 Seconds East, 20.00 feet to the SW corner of Lot 23, Kuna Orchard Tracts and the Eastern right-of-way of South Ash Avenue also being the **POINT OF BEGINNING**;

Thence continuing North 89 degrees 49 minutes 24 seconds East, 137.01 feet to a point that is coincident to the Southwest corner of Lot 1 Block 1, Brandywine 1;

Thence North 00 degrees 02 minutes 07 seconds West, 165.00 feet to the South right-of-way of West Penelope Street;

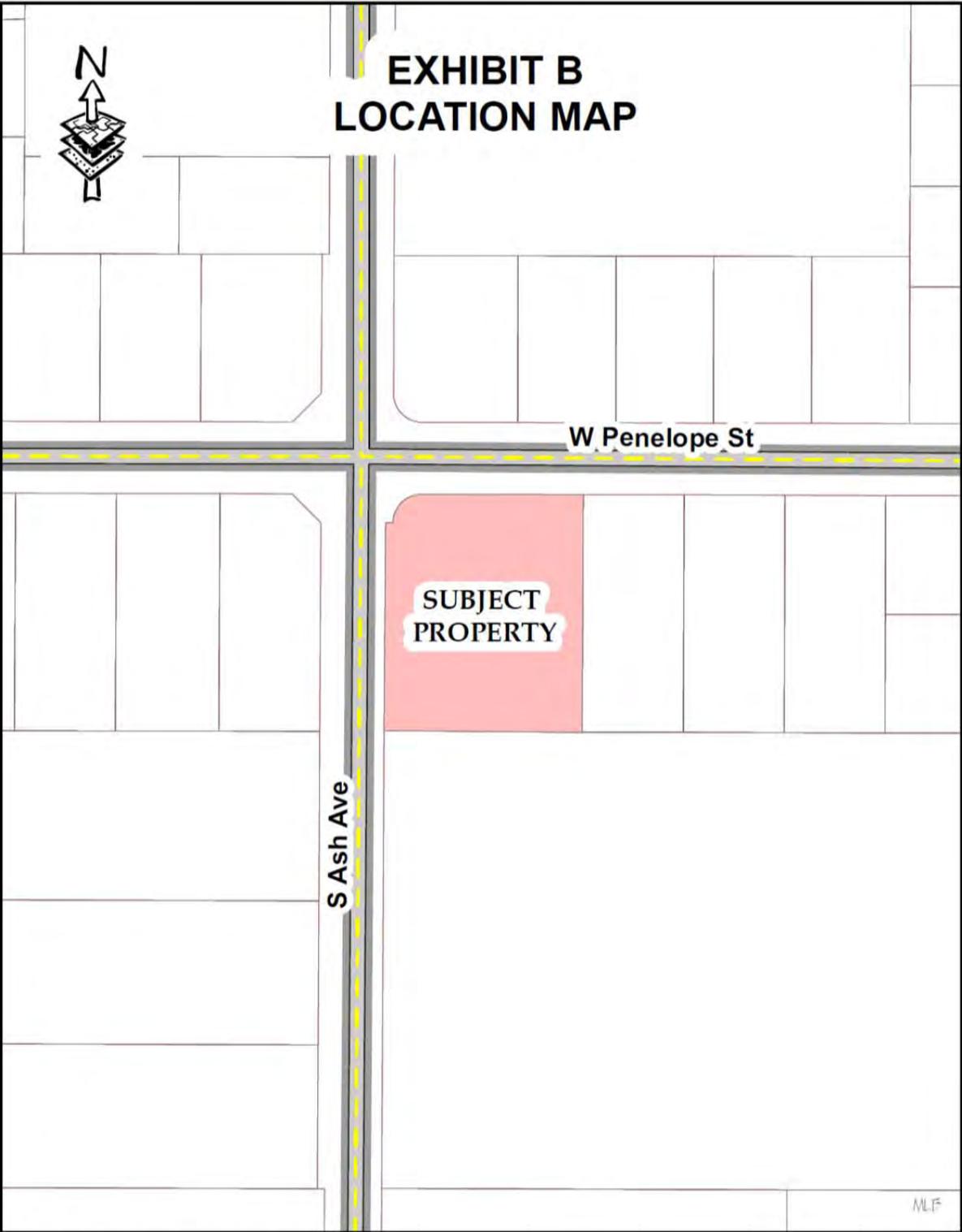
Thence South 89 degrees 49 minutes 24 seconds West, 112.06 feet along said right-of-way;

Thence 31.37 feet along a 20.00 foot radius curve to the left, having a chord bearing of South 44 degrees 53 minutes 39 seconds West with a chord distance of 28.25 feet and having a delta of 89°51'31";

Thence South 89 degrees 57 minutes 53 seconds West, 5.00 feet;

Thence South 00 degrees 02 minutes 07 seconds East, 145.06 feet along the Eastern right-of-way of South Ash Avenue to the **POINT OF BEGINNING**;

Said parcel contains 22,421 square feet or 0.51 acres more or less.



Ord. 2014-18 Irrigation Annexation - Rea - 620 S Ash Ave