

## OFFICIALS

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



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

## City Council Meeting AGENDA Tuesday, June 20, 2017

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

1. *Call to Order and Roll Call*
2. *Invocation:* Karen Hernandez, United Methodist Church
3. *Pledge of Allegiance:* Mayor Stear
4. *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 Business or as instructed by the City Council.*

#### A. City Council Meeting Minutes:

1. Regular City Council Minutes, June 6, 2017

#### B. Accounts Payable Dated June 15, 2017 in the Amount of \$398,686.34

#### C. Final Plat

1. Consideration to approve 16-16-FP (Final Plat) for Greyhawk Subdivision No. 6

Kent Brown Planning Services, representing Greyhawk Land Company, LLC, is requesting Final Plat approval for the sixth phase of the Greyhawk Subdivision. The final plat for Greyhawk Subdivision No. 6 proposes twenty-one (21) residential building lots and three (3) common lots on a total of approximately 5.32 acres. The site is located approximately 1550 feet South of Hubbard Road and East of Kay Avenue, Kuna.

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2. Consideration to approve 17-01-FP (Final Plat) for Journey's End Subdivision No. 2

Steve Arnold, with A Team Land Consultants, is requesting Final Plat approval for the second phase of Journey's End Subdivision. The final plat for Journey's End Subdivision No. 2 proposes ten (10) total four-plex lots and one (1) common lot for the future construction of 32 multi-family units. Two (2) of the ten (10) lots have been previously plated with phase 1 in order to correct a setback. The property contains approximately 2.4 acres and is located at the 987 East Kuna Road, between Kay Avenue and Sailer Place.

**D. Resolutions**

1. Consideration to approve Resolution No. R42-2017 Awarding Contract for Water Rights Application Support to Keller Associates, Inc.

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AWARDING CONTRACT FOR THE WATER RIGHTS APPLICATION SUPPORT TO KELLER ASSOCIATES, INC. IN THE AMOUNT OF \$2,565.00; DIRECTING EXPENDITURE OF FUNDS FROM THE WATER FUNDS FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID PROPOSER.

**5. Community Reports or Requests:**

- A. Request for funds to hire a full time Economic Development Person for Fiscal Year 2018 – Mike Smith, Kuna Economic Development Committee Member
- B. Request for funds of \$4,500.00 for Fiscal Year 2018 for the Kuna Arts Commission – Ronnie Soldano, Kuna Arts Commissioner
- C. Request for matching funds to continue the Kuna Middle School After School Program in the Fall of 2018 – Cathy Gealy, Kuna Middle School After School Program Administrator
- D. Ada County Prosecutor's Office funding request for Fiscal Year 2018– Tamera Kelly, Ada County Deputy Prosecutor
- E. Kuna City Police Fiscal Year 2018 Budget Presentation – Police Chief Jon McDaniel

**6. Budget Workshop**

- A. Ada County Prosecutor Budget Proposal FYE 2018 – John Marsh, City Treasurer

**B.** Ada County Sheriff Budget Proposal FYE 2018 – John Marsh, City Treasurer

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

**8. Business Items:**

**A.** Consideration to approve Resolution No. R43-2017 Authorizing the Destruction of Certain Records – Chris Engels, City Clerk

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS

**B.** Consideration to approve Resolution No. R44-2017 Amending City Parks and City Public Property Fees Pertaining to City Hall Parking Lot – Richard Roats, City Attorney

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING RESOLUTION NO. R21-2017 TO ADD A NEW SECTION TO THE KUNA CITY HALL PARKING LOT, RE-DESIGNATE THE SECTIONS- NORTH, CENTER AND SOUTH, AND PROVIDE AN EFFECTIVE DATE.

**C.** Consideration to approve Resolution No. R45-2017 Awarding Contract for Orchard Lift Station Replacement Project to Keller Associates, Inc. – Antonio Conti, City Engineering

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AWARDING CONTRACT FOR DESIGN AND CONSTRUCTION ADMINISTRATION OF THE ORCHARD LIFT STATION REPLACEMENT PROJECT TO KELLER ASSOCIATES, INC. IN THE AMOUNT OF \$240,200.00; DIRECTING EXPENDITURE OF FUNDS FROM THE SANITARY SEWER FUNDS FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID PROPOSER.

**D.** Consideration to approve moving Jake Adams to the Building Department and to hire a new person to fill facilities maintenance position. – Bob Bachman, Public Works Director

**9. Ordinances:**

**A.** Consideration to approve Ordinance No. 2017-09 Annexing Renascence Farms, LLC and Mason Creek Farms, LLC Properties

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTIES INTO THE CITY OF KUNA, IDAHO, TO WIT:

PARCEL NO. S1235336450 OWNED BY GAVIN & JESSICA KEMPE,  
SUCCESSORS IN INTEREST TO OWNERS DOUG ROBERTS & SUSAN  
HICKMAN,  
PARCEL NO. S1234417520 OWNED BY WATERS EDGE FARM LLC,  
SUCCESSOR IN INTEREST TO ALAN & KATHRYN COLSON,  
PARCEL NO. R0967660156 OWNED BY RENASCENCE FARMS, LLC,  
PARCEL NO. R0967660155 OWNED BY RENASCENCE FARMS, LLC,  
PARCEL NO. S1234142351 OWNED BY RENASCENCE FARMS, LLC,  
PARCEL NO. S1234212935 OWNED BY RENASCENCE FARMS, LLC,  
PARCEL NO. S1234212405 OWNED BY RENASCENCE FARMS, LLC,  
PARCEL NO. S1234121105 OWNED BY RENASCENCE FARMS, LLC,  
PARCEL NO. R0967660151 OWNED BY RENASCENCE FARMS, LLC,  
PARCEL NO. S1234244200 OWNED BY BRENT F & LESLIE L ANDERSON,  
PARCEL NO. S1234131300 OWNED BY MELVIN A & JEANNE A  
SPAULDING,  
PARCEL NO. S1235347051 OWNED BY MASON CREEK FARMS, LLC.

ALL PROPERTIES SITUATED IN THE UNINCORPORATED AREA OF ADA  
COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF  
THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING  
CLASSIFICATION OF SAID REAL PROPERTIES; DIRECTING THAT COPIES  
OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING  
AN EFFECTIVE DATE.

*Consideration to waive three readings*  
*Consideration to approve ordinance*  
*Consideration to approve summary publication of ordinance*

**10. Mayor/Council Announcements:**

**11. Executive Session:**

- A. Adjourn to Executive Session Pursuant to Idaho Code 74-206(b) for the Purpose of Discussing a Personnel Matter

**12. Adjournment:**



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

## City Council Meeting MINUTES Tuesday, June 6, 2017

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

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

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

Mayor Joe Stear  
 Council President Richard Cardoza  
 Council Member Pat Jones  
 Council Member Briana Buban-Vonder Haar  
 Council Member Greg McPherson

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

Richard Roats, City Attorney  
 Chris Engels, City Clerk  
 Wendy Howell, P & Z Director  
 Antonio Conti, City Engineer  
 Bobby Withrow, Parks Director  
 Bob Bachman, Facilities Director  
 Troy Behunin, Planner III

#### 2. *Invocation:* None

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

#### 4. *Consent Agenda:* (Timestamp 00:01:38)

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

#### A. City Council Meeting Minutes:

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- I. Regular City Council Minutes, May 16, 2017
- B. Accounts Payable Dated June 1, 2017 in the Amount of \$889,080.22
- C. Resolutions

- I. Consideration to approve Resolution No. R37-2017 Authorizing Challenger Development, Inc. Reimbursement Agreement - Memory Ranch Pressure Irrigation Trunk Project

RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$162,118.59 WITH CHALLENGER DEVELOPMENT, INC.

- D. Findings of Fact and Conclusions of Law

- I. Consideration to approve Findings of Fact and Conclusions of Law for Case No. 16-07-AN (Annexation) for Robert Law

Council Member Jones disclosed that on page 9 of Account Payables the item from Capital Paving was for an area in front of his house but it was related to pressurized irrigation that was installed 10 years ago.

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

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

## 5. *Community Reports or Requests:*

- A. ACHD Roadways to Bikeways Master Plan Update – Brooke Green  
(Timestamp 00:02:52)

Brooke Green, Senior Transportation Planner with ACHD, provided an information update on the Master Plan. It was an addendum to their existing 2009 plan. She highlighted what they accomplished since 2009 and what could be expected for the upcoming year. Since the adoption of the plan in 2009 there was an increase of 121 bike lane miles making a total of 330 throughout Ada County. In addition, they initiated the well-known neighborhood bike and pedestrian plans, adopted a complete streets policy, planned and built ACHD's first bikeway project, and initiated the roadways to bikeways update within the recommended 10 year window.

They also installed wayfinding signage to help people navigate through their neighborhoods.

Ms. Green explained they would also be implementing some performance measures to keep ACHD accountable to the projects they were moving forward. They also wanted to make recommendations for an updated system of low stress network which includes evaluating roadways that folks may feel more comfortable on as opposed to arterials and collectors.

Ms. Green discussed new technology, emerging treatment types, best practices occurring elsewhere in the United States, and clearly defined prioritized projects. ACHD works with City of Kuna staff to identify projects to put forward for implementation in Kuna so ideally they would like the project to produce prioritized projects they could bring to the City of Kuna to look at and evaluate.

Ms. Green reviewed the updates they made to their goals and objectives including the implementation of the Roadways to Bikeways recommended network to support bicycling as a viable transportation option, maintain bicycle routes in a state of good repair in order to ensure they were consistently available for use, promote awareness of existing bicycle routes and features and support encouragement programs, and facilitate coordination and cooperation among local jurisdictions in implementing the Roadways to Bikeways recommendations. She explained how they intended to roll this into an annual report.

Ms. Green went over the low stress network. It was a space that cyclists could feel comfortable with. Much of their 2009 work was about creating the foundation of bike facilities thorough out Ada County. They recognized that some of their facilities were generally for folks that fall into an “enthused and confident” category. They were trying to evaluate a low stress network that would enable them to create and maximize an environment for folks that are in a “no way, no how” category. That would be likely to occur in neighborhoods. She explained their process of evaluating roadways and how it was being applied to Kuna. She thanked Council for accommodating her in coming to present on a different date. She stood for questions.

Council Member Jones asked if the finalized map would be available to the public with the stress levels.

Ms. Green responded with a description of how the map would be designed and there was an online version available that would be updated accordingly.

Council Member Jones asked how a bike lane was given a project priority in comparison to roadwork.

Ms. Green explained ACHD took a lot of their direction from their integrated 5 year work plan requests, specifically from the Kuna community. When Kuna would put projects forward they were either in the Community Programs Request or in the

Capital Request. They did the prioritization at the request of the cities. However, when they did chip seal or maintenance on a roadway and would need to paint they would check to see if they could squeeze in a bike lane.

Mayor Stear commented a lot of the input on that came from Wava Kaufman, Kuna's citizen advisor.

Ms. Green said Ms. Kaufman had been instrumental in representing Kuna and they appreciated having her on board.

Mayor Stear thanked Ms. Green for her presentation.

**B. Valley Regional Transit FY2018 Budget Request Presentation – Kelli Badesheim**  
(Timestamp 00:21:26)

Kelli Badesheim provided some background on Valley Regional Transit. Their philosophy regarding public transportation was that it was a public service; it provided 1 of life's necessities, transportation. They took their role in providing that for Kuna seriously. She noted that the Kuna community's input on transportation needs for the area were in alignment, the comments were all similar, which would make it easier to serve the area.

Ms. Badesheim explained Valley Regional Transit had been seeking to secure funding. Idaho was 1 of 2 states that did not have a dedicated funding source so they relied on their partnerships with local governments to provide those services. They also relied on partnerships with non-profits and had been working closely with the Kuna Senior Center to expand services for older adults in the area. She explained how they were able to build those community partnerships and improve their capacity to deliver on those services.

Ms. Badesheim reviewed the transportation services that were available in Kuna and what services were in the works. They were working with the newest major employer in Kuna on addressing job access and employee transportation issues. In looking at how to bring more traditional services to the area they had a survey out and were getting responses that pertained to needing access to grocery stores, restaurants, and medical destinations. A system was needed that respected the needs to get to those places as well as the future need to bring people to Kuna as commercial services grow. She reviewed other needs citizens had commented on and stated they were listening to what Kuna citizens wanted and would design services based on that. She invited Steven Hunt, their new Regional Planning Manager, to continue with the presentation.

Steven Hunt gave a brief history of his time in the area and his experience with transportation work. He was working with peers of Valley Regional Transit and peers of Kuna and the transit connections of different cities the size and orientation of Kuna. He explained how they worked with COMPASS for future projections of

employment, population, and transit system size. There was a lot of opportunity for growth in the Treasure Valley. He referenced a handout on peer comparison on different transit agencies. They looked at the system size and amount of people being carried and investment per capita. The investment for Valley Regional Transit was \$27.52 per person in annual operating costs which was about a fourth or fifth of what their peers were investing. If this region invested the amount their peers were, there would be a system roughly the size of the Communities in Motion Plan. He noted as transit was invested in there would be improvement in productivity and a reduction in operating costs per person as well as the cost effectiveness of investing in transit.

Mr. Hunt reviewed some Kuna peer examples and their transportation services. Smaller communities, farther out from the main center, could have good connections when the investment was put in. It was certainly possible to serve small communities like Kuna.

Mr. Hunt reviewed what Ms. Badesheim stated in regards to the survey for Kuna and interviews. The 3 needs that had come up were making that commuter connection, youth transportation, and transportation for older adults. He explained how they could address those needs and how they might connect to Kuna in the future. He stated with all transportation it was about connecting communities. Connecting Kuna was entirely possible. He was interested in getting some additional feedback from Council on what types of connections they were envisioning for Kuna but asked that they recognized as Valley Regional Transit continued with the development of Valley Connects 2.0 they were very keen on getting input from Kuna on where development was happening and if those types connections were what they wanted to move forward with and how they could support that. Mr. Hunt and Ms. Badesheim stood for questions.

Council Member Jones asked if the survey they discussed was still open and if it was open to the public.

Ms. Badesheim replied it was. They would resend it to the City Clerk and Council Members to share with any network they might have. They would leave it open. Their deadline was to try to have a report for the Economic Development Committee in July so they could take input throughout June and still make that deadline.

City Clerk Chris Engels stated the Clerk's Office had put the survey out on Facebook and Nextdoor.

Ms. Badesheim said they would do a reminder and push it out again.

Council Member Jones thought that would be a good idea.

Ms. Badesheim shared their appreciation of Mayor Stear's and staff's support and her excitement for the project.

Mayor Stear thanked Ms. Badesheim for her efforts on the project as well as the Economic Development Committee's time spent on it.

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

- A. Public Hearing and consideration to approve 17-01-ZC (Rezone) and 17-01-S (Pre Plat) for Caspian Subdivision – Troy Behunin, Planner III  
(Timestamp 00:48:26)

Applicant requests approval for a rezone of approximately 107 acres from P (Public) to R-6 (Med. Density Residential), and a preliminary plat for approximately 131.74 acres of land. Applicant proposes to subdivide the parcels into 494 buildable lots and 69 common lots. Applicant has obtained Subdivision landscaping Design Review approval. This site is located north of Lake Hazel, between Ten Mile and Linder Roads.

Planner III Troy Behunin provided a review of the staff report.

David Crawford, B & A Engineers, 5505 W Franklin Road, Boise, Idaho 83705, represented the applicant. He discussed how the Caspian Subdivision contributed to the growth of Kuna and their efforts working with City staff throughout the life of this development to move forward in accordance with Kuna City Code. They did present it to the Planning & Zoning Commission and took their input as well as the input from neighbors and provided for additional pathway connectivity areas to a common open space lot in the development. He reviewed the pathway system and their hope of it becoming a part of the larger corridor connecting to other developments as Kuna continued to grow. He gave a brief review of transportation needs met and noted the building permits of the homes presented would pay the Kuna Park Impact Fee and transportation fees related to ACHD. They believed their development was consistent with the R-6 zoning requirements and were actually building less than 6 units per acre at approximately 3.7 units per acre. They only asked for R-6 due to lot frontage requirements and their lot sizes. They felt they were bringing an attractive economic asset to the city of Kuna and were pleased to be doing their part as Kuna grows. He stood for questions.

Mr. Behunin noted approximately 25 acres were already zoned R-6. The request was for subdivision approval of that land and rezoning from Public to R-6 for the other 107 acres. The Council had designated that area as Medium Density and the R-6 Zoning fit squarely into that zoning designation. The applicant worked diligently and extensively with ACHD and Kuna's planning staff along with the Public Works Department in order to work out and plan for all of the necessary transportation components, related public utility requirements, and to make sure city code was being followed. The applicant provided staff with everything they asked for and in some cases went the extra mile with providing additional sub streets ACHD required and that staff pointed out were needed due to code requirements. They also provided a great amount of pedestrian connectivity. Staff did want to point out this project did

follow the comprehensive plan that was adopted by Council in August of 2015. He reviewed the location of the project which seemed spot on with growth in the area. He stood for questions.

Mayor Stear opened the public hearing.

In Favor: None

Neutral:

Carol Pettit, P.O. Box 1013, Meridian, Idaho 83680, asked about schools and the number of children this development would bring to the Kuna schools.

Mayor Stear thought that area would be in the Meridian School District.

Mr. Behunin replied it was West Ada School District.

Ms. Pettit clarified the houses would be in Kuna.

Mayor Stear answered the houses would be in the city limit. School district boundaries did not necessarily match city boundaries, the same with the Fire District, because they were separate entities.

Against:

Jeremy Woodland, 1990 Jarvis Court, Meridian, Idaho 83642, realized growth was inevitable but didn't like it. He stated it would add a lot of traffic to the area and felt it would affect the value of his home.

Alison Woodland, 1990 Jarvis Court, Meridian, Idaho 83642, knew growth would happen. It was a beautiful area but wished it was upgraded homes instead of starter homes and that there was room to move. The houses were so close together but the area was wide open. When she would tell people the area was being developed they would expect larger lots because of what was already out there. She wanted them to adapt to the area and provide diversity in the market.

Mayor Stear mentioned this particular developer and his associates had been upgrading the value of the homes they were putting in. The reason for the R-6 zoning request was requirements regarding lot frontage measurements. They usually would fall under an R-4 designation so the lots were bigger. He knew they probably wanted larger lots than that but hoped it made them feel a little better.

Rebuttal: None

**Council Member Buban-Vonder Haar moved to close the public hearing. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

Council Member Jones asked Mr. Behunin about his concern regarding open spaces which he considered to be parks not landscape buffers and the like. He stated it was shown on a plan there would be a park in that area as well as bike paths. He asked if the park shown by the developer was what the City had been envisioning and where a regional park would come into play.

Parks Director Bobby Withrow responded that he was working toward a park in the north to help with the development. As far as a half-acre park, normally anything under 3 acres wasn't accepted. If it was going to be a pocket park then it would have to go in the subdivision itself. If the City was going to do it they would do anything from 5 to 10 to 15 acres.

Council Member Jones asked if a regional park was envisioned for the area.

Mr. Withrow commented he thought that was part of a previous comp plan. They did want to put 1 in that area. The specific icon on the map Council Member Jones was referencing just gave a general location; it was not site specific.

Mr. Behunin added a lot of discussion had been about pathways to and through that development. This developer was committed to a lengthy nearly half mile trail in addition to other connection points through the subdivision. Those were intended to assist the City with avoiding tiny pocket parks HOA's don't want to take care of 5 or 6 years down the road. Those pathways were intended to lead people to the larger spaces Mr. Withrow was discussing. He explained the \$939.00 collected with every new home funded Parks & Recreation to find those larger spaces.

Council Member Jones wanted to make sure the larger regional parks were being looked at and prioritized as the larger subdivisions were being approved.

Mr. Behunin said they were.

Council Member Jones asked if the power line corridor would be landscaped.

Mr. Behunin responded it would but could only have grass and pathways. It would be useable green open space.

Council Member Jones asked if it would be accurate to say the comprehensive plan map was made based on public input regarding what types of houses should be in different areas.

Mr. Behunin replied public input was solicited. That adds to the conversation but if everybody had their choice it would all be 5 acre lots. The city couldn't withstand that.

Council Member Jones clarified that every entity that could have a concern with the development had been addressed. He asked if it would be under Kuna Police.

Mr. Behunin answered yes.

Council Member Buban-Vonder Haar asked if there was intent to wait until phase 12 to build the park.

Mr. Crawford responded the phasing plan in the packet was an old plan. In the Planning & Zoning Commission hearing they brought it in along with the improvements in phase 3 or 4. It was way earlier in the development.

Council Member Jones asked Police Chief Jon McDaniel if he had any concerns about the size of the area to be developed and his officers' ability to cover it.

Chief McDaniel responded their leadership team at the department had been discussing that. They realized they needed to look towards having substation options south and north of the tracks. He had not had a chance to look at their impact fees yet but it was on his list. He did not have a ton of information at that point.

Mayor Stear added they had several conversations regarding growth and the need for more officers would be addressed as it came. As the population grew the budget for policing would increase to allow for that service to be provided. There was also discussion regarding working with the Fire District for a combination Fire Station/Police Station to make the best use of public funds.

Council President Cardoza asked City Engineer Antonio Conti about the well at Ten Mile and Columbia. He asked if there would be available water for the subdivision on the north end.

Mr. Conti responded there would be. There was a 12 inch water line across from the water treatment plant at Ten Mile and Lake Hazel. There was a project scheduled for the next year that tied that well into the rest of the infrastructure as well as a project to bring water on the north side off of Linder. That was a concern with this subdivision; due to the size a second water source was needed.

Council President Cardoza clarified with all the new subdivisions going east of the Meridian highway there was still water capacity for this subdivision.

Mr. Conti replied there was at the moment. The water master plan was just completed. If the rate of construction continued as it was going they had until about 2023 before another well was needed.

Council President Cardoza asked Tim Eck about ACHD's possible cooperative development agreement in regards to Lake Hazel Road and Ten Mile, Ten Mile and Amity, and Amity and Linder. He wanted to know about the procedure. It seemed they would not endorse the development until they had that agreement. It looked like they wanted a roundabout on Lake Hazel and Ten Mile and traffic lights at Amity and Linder and Ten Mile and Amity.

Mr. Eck, the applicant, 6152 W Half Moon Lane, Eagle, Idaho 83616, responded traffic impact studies on large subdivisions were intensive. Stacking 3 or 4 subdivisions on top of each other made it even more complicated. ACHD was putting check points in at every so many lots were they would reevaluate all of the requirements set forth. A requirement for 1 subdivision might be triggered by another subdivision sooner. The multiple improvements would be in a cooperative development agreement with the Highway District. As they went through the project and got to a certain number of lots a certain improvement would need to occur, be it a roundabout or signalization. They were adamantly in favor of permanent improvements if right-of-way could be secured. These check points would be seen with all the larger developments.

Council President Cardoza asked about right-of-ways along the power lines.

Mr. Eck replied the power line had an easement for public pathways.

Council President Cardoza said those were high voltage lines. He asked if Mr. Eck had any concern for the people using that pathway and if they had any responsibility if someone where to get hurt.

Mr. Crawford responded he hadn't had that question before. He had a friend in another subdivision whose home was less than 100 feet away from a power line. He supposed if someone where to get hurt by the power line attorneys would get involved and they would make a lot of money. They could not always protect people from every incident. What they could do was provide a walking path for a corridor that people could utilize on a day to day basis. He felt that was reasonable but he was not an attorney. Should Mr. Eck's attorney advise him differently they would be back before Council. He did note it was not prohibited from the easement Idaho Power had in there and it seemed appropriate based on other developments he was familiar with. He said it was something worth looking into and since it was 12 to 14 phases down the road they had time to tackle that issue.

Council Member Buban-Vonder Haar commented her uninformed legal opinion was that since it was owned by the Idaho Power Company they would ultimately have the say as to what could or could not be done with the area based on their liability

concerns. If they did not have an issue with walkways being built her assumption was there was not an issue.

Council President Cardoza asked if they were being required to sign any kind of waiver of non-responsibility to Idaho Power for that right-of-way.

Mr. Crawford responded no. He expanded on that with other examples of pathways built along right-of-ways and if a death occurs it has always been the fault of that individual. He was not saying that was right but these were amenities. He related his experience in regards to adding safety precautions to these right-of-ways.

Council Member McPherson asked if they were starting along the Ten Mile side and working east, would the rest of that ground be maintained as farm ground by whoever was farming it during the project until they reached those phases.

Mr. Crawford said it was typical to continue the agricultural operations to whatever extent possible whenever possible.

Council President Cardoza asked if there were EDU's available.

Mr. Conti responded the gentleman proposing the project owned the majority of the EDUs and was able to transfer them from 1 project to the other as he saw fit.

Council Member Buban-Vonder Haar stated it looked like the proposed subdivision met with the goals of the comprehensive plan, contributed to the interest in a mix of residential type dwellings, added some open spaces, contributed to walkways connecting Kuna, comported with the portions of Idaho Code, would not create a demonstrable adverse impact to the quality of emergency service or delivery of services or impose substantial additional cost to current residents, it was in compliance with all Kuna City Codes, it was not likely to cause any adverse impacts to the environment, and the City's utility services were in proximity to the site and appeared suitable and adequate for residential purposes.

**Council Member Buban-Vonder Haar moved to approve 17-01-ZC (Rezone) and 17-01-S (Pre Plat) with the conditions of approval listed in the packet. Seconded by Council Member McPherson. Motion carried 4-0.**

- B.** Public Hearing and consideration to approve 16-04 CPM ( Comprehensive Plan Map Amendment) and 16-13-AN (Annexation) for Indian Creek Sports (Troy and Vicki Todd) – Troy Behunin, Planner III  
(Timestamp 01:32:06)

A request for approval to amend the Kuna Comprehensive Plan Map (CPM) designation for this site, from High Density Residential to a Commercial Zone over approximately 5.46 acres. The site is contiguous to Kuna City limits and applicant requests approval to annex the same parcel into Kuna City limits with a C-1

(Neighborhood Commercial District) zone. The site is located on the southwest corner (SWC) of Meridian Road and the Mason Creek Street alignment – west of Meridian Road, half way between Hubbard and Columbia Roads.

Troy Behunin, Planner III, introduced the project.

Troy Todd with Indian Creek Sports, 6029 Sunrise Avenue, Kuna, Idaho 83634, the applicant, wanted to expand their little boat lot in a different location. He had not sold their other lot yet but had the funding to start building. He hoped to start building that fall. He explained their need to expand.

Council Member Jones asked the applicant how long he had been in business.

Mr. Todd responded he moved to Kuna in December of 1999 and opened the boat lot in 2000. He had to sub it out or lease other pieces of property. In 2003 he became a commercial residence in Kuna. They tried to use local resources as much as possible and tried to support local baseball teams and other aspects of the city.

Council President Cardoza asked if his shop on the Meridian highway was the property with the roof caved in.

Mr. Todd answered it was but it would be coming done. They would be working with Planning & Zoning on building a nice store front. He did not know if he could afford to do it in 1 phase or if it would have to be done in multiple phases.

Planner III Troy Behunin reviewed the staff report.

Mayor Stear opened the public hearing.

In Favor:

Rodney Baldwin, 4066 N. Hawthorne Way, Boise, Idaho 83703, Mr. Todd's surveyor and engineer for the project, was available for technical questions. They were in the process of planning the project so a lot depended on what Mr. Todd wanted and what Planning & Zoning required. They would also be working with the City Engineer and ACHD to make sure they got their drainage and roadways constructed as required.

Neutral: None

Against: None

Rebuttal: None

**Council Member Buban-Vonder Haar moved to close the public hearing. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

Council Member Buban-Vonder Haar stated the request appeared to be consistent with the comprehensive plan. The application did request a change in zoning designation but they had considered Meridian Road for a lot of commercial development. All commercial development was welcome as long as it was not grossly out of whack. There was also the potential to extend Mason Creek in the future. She hoped this business would get big enough to provide additional employment opportunities in the future. There were no issues with Idaho State Code analysis. She concluded the site was suitable for commercial development.

**Council Member Buban-Vonder Haar moved to approve 16-04-CPM (Comprehensive Plan Map Amendment) and 16-13-AN (Annexation) with the conditions of approval listed in the packet. Seconded by Council Member Jones. Motion carried 4-0.**

## **7. Business Items:**

- A. Consideration to approve 17-02-LS (Lot Split) for David and Tawni Limesand – Troy Behunin, Planner III  
(Timestamp 01:41:32)

Applicant seeks Lot Split approval to create two lots on the subject site, which has been verified by Planning and Zoning staff as an original parcel. The subject site is located approximately 700 feet north of the intersection of King Road and south Ash Avenue; addressed as 1385 S. Ash Avenue.

Planner III Troy Behunin filled in for Planner II Trevor Kesner. He reviewed the details of the application and all conditions. He noted the requirement to connect to services when available. Due to the unique nature of the site, it was well outside the 300 foot distance from existing services, they would not be required to put those services in at that point because it would be very expensive. The applicant was aware of that. He stood for questions.

Council President Cardoza said the site was traditionally an R-4. He asked if each lot would be R-4 once the lots were split.

Mr. Behunin said the zoning wasn't being changed for either lot so R-4 would remain for each lot.

**Council Member Buban-Vonder Haar moved to approve 17-02-LS (Lot Split) with the conditions of approval listed in the packet. Seconded by Council Member McPherson. Motion carried 4-0.**

- B.** Consideration to approve Resolution No. R40-2017 Amending R32-2016 Changing Members of the Economic Development Committee – Mayor Stear  
(Timestamp 01:45:19)

A RESOLUTION OF THE CITY OF KUNA, IDAHO AMENDING RESOLUTION NO. R32-2016 ADDING TWO (2) NEW MEMBERS TO AND REMOVING ONE (1) MEMBER FROM THE ECONOMIC DEVELOPMENT COMMITTEE.

Mayor Stear explained a couple of members had left the Committee for personal reasons. There were 2 people interested in joining the Committee; 1 of which had been interested in the Committee for a long time. When they were presented to the other members of the Committee those present at that meeting voted unanimously to put these names before Council. He asked for Council's approval of the new members based on the recommendation of the Economic Development Committee.

**Council Member Buban-Vonder Haar moved to approve Resolution No. R40-2017. Seconded by Council Member McPherson. Motion carried 4-0.**

- C.** Consideration to approve Resolution No. R41-2017 Approving Thueson Construction, Inc. Change Orders 1, 2, and 3 for the Lake Hazel Sewer Main Project – Antonio Conti, City Engineer  
(Timestamp 01:46:41)

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING AND APPROVING CHANGE ORDER NO. 3 IN THE SUM OF \$34,000.00, AND CHANGE ORDERS NOS. 1 AND 2 IN THE SUM OF \$8,830.00, FOR A TOTAL INCREASE OF \$42,830.00 TO THE ORIGINAL CONTRACT WITH THUESON CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE LAKE HAZEL SEWER MAIN PROJECT.

City Engineer Antonio Conti explained the project status and need for the 3 change orders. Change Orders 1 and 2 were already approved but never went through the proper process. Change Order 3 was due to conditions found at the site. There was a long list of items on the original change order which started at about \$90,000.00 but a lot of the items were in the specs. The 2 items on Change Order 3 were legitimate and once they settled on those 2 items the total cost of the change order went to \$3,400.00. Mr. Conti verified all the numbers were correct. He recommended approving the resolution and stood for questions.

Council Member Jones asked how far along the project was. He wanted to know if they were at the start of the project or the end.

Mr. Conti replied they were at the end of the project with 1 bore left but the project was on hold until October 2017.

**Council Member Buban-Vonder Haar moved to approve Resolution No. R41-2017. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

- D.** Discussion on leasing a portion of the Anderson Property for parking – Bobby Withrow, Parks Director  
(Timestamp 01:51:00)

Parks Director Bobby Withrow wanted to discuss leasing the property as a solution to the parking issues along Strobel Road. That year with the Boise River possibly not having a float season at all he could see an influx of people coming to Indian Creek because it was accessible and controlled. He explained the history of the Anderson Property and how it would be useful for this issue. The Andersons were open to leasing the City 4 acres. He had not contacted the Police or Fire Departments yet because he wanted Council's approval to move forward.

Mayor Stear clarified that since the property was not contiguous to the city the City could not purchase the property but could lease it.

City Attorney Richard Roats responded the City could purchase the property even though it wasn't contiguous. It just hadn't been purchased previously because of the appearance, use, and lack of infrastructure services.

Council Member Buban-Vonder Haar asked what the property was currently used for.

Mr. Withrow answered nothing.

Council Member Buban-Vonder Haar asked if there was any cost anticipated for restoring it to any certain condition at the end of the season.

Mr. Withrow responded it would not have to be restored to its current condition and could actually be left as parking because the goal was to eventually purchase the property to allow for a set up to rent tubes and other items needed to float the creek. That would also allow for better policing of creek floating and to have floaters sign waivers so the City could be better prepared insurance wise.

Council Member Buban-Vonder Haar asked if the City was anticipating purchasing the entirety of the property or just a portion of it in the future.

Mr. Withrow replied the Andersons wanted to keep an acre to build on so the City would be purchasing about 4 acres.

Council Member Buban-Vonder Haar asked when they would be interested in selling instead of leasing.

Mr. Withrow said they were already interested but he did not want to ask Council for the money to purchase property before the budget process.

Council Member Buban-Vonder Haar respected whatever he thought would be the best way to pursue it but was curious about buying it instead of leasing it when the City would be purchasing it anyways.

Council Member McPherson asked if that was the area with the old milk barn. His grandpa built that milk barn.

Mr. Withrow replied it was and they were planning on keeping that.

Council Member Jones wanted to know what Mr. Withrow's initial cost would be for grading and clearing.

Mr. Withrow said they would have to do some grading but luckily a lot of it in front was concrete. It was the eastern side that was mostly weeds at that point that would need some recycled asphalt brought in. He was anticipating, with the cost of rent, \$6,000.00 or \$7,000.00 for that year. He was planning on fences around everything to prevent trespassing, the recycled asphalt, and signage.

Council Member Jones clarified Mr. Withrow was anticipating something closer to the \$7,000.00 to provide an entry point to the river and increase the safety.

Council Member Buban-Vonder Haar asked if the City was paying to grade the land could there be an agreement that if they did not sell it to the City there be some sort of reimbursement.

Mr. Withrow replied he would work with the City Attorney on that.

Council President Cardoza asked what the capacity of the parking lot would be.

Mr. Withrow answered about 44 cars.

Council President Cardoza said most of the vehicles he saw parked along Strobel had trailers behind them. He asked if Ada County would resend parking along Strobel on the east and west sides.

Mr. Withrow was not sure. He intended to contact Ada County after the meeting to let them know of the City's intent and to see if they would be willing to help with some of the cost. He would ask them that question.

Council President Cardoza asked if the City would have responsibility for the milk barn.

Mr. Withrow said not at that time but it was encompassed in the property they wanted to purchase in the future.

Council President Cardoza wanted to be sure the City would not be responsible to any vandalism done to that building.

City Attorney Richard Roats responded they would be sure that was addressed in the lease.

Council President Cardoza asked why there were no schematics or explanations attached to the Council Packet for this item.

City Clerk Chris Engels thought there wasn't an attachment to email the Clerk's Office received.

Mr. Withrow said there was but he would make sure the information got to Council.

Council President Cardoza thought the parking lot was a good idea because Strobel Road was dangerous with all the kids running in and out of those cars. He would like to see Ada County putting up no parking signs along there to avoid a child being killed.

Mayor Stear responded Commissioner Goldthorpe had mentioned that to him at a meeting. He had not had a chance to talk to Mr. Withrow about that discussion yet.

Council Member Buban-Vonder Haar asked if they were willing to contribute any funds.

Mayor Stear said they did not get that far into it. Commissioner Goldthorpe was just worried about people getting run over.

Council Member Buban-Vonder Haar suggested asking them for money.

## **8. Ordinances:**

- A. Consideration to approve Ordinance No. 2017-07 Robert and Katherine Law Annexation  
(Timestamp 02:01:34)**

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NO. S1310120600 SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA INTO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

**Council Member Buban-Vonder Haar moved to waive three readings of Ordinance No. 2017-07. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council Member Buban-Vonder Haar moved to approve Ordinance No. 2017-07. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**Council Member Buban-Vonder Haar moved to approve the summary publication of Ordinance No. 2017-07. Seconded by Council Member McPherson. Motion carried 4-0.**

- B.** Consideration to approve Ordinance No. 2017-08 Amending Kuna City Code 10-1 Police Regulations Adding a New Section  
(Timestamp 02:03:23)

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING CHAPTER 1, TITLE 10, KUNA CITY CODE TITLED POLICE REGULATIONS, AS FOLLOWS: ADDING A NEW SECTION - SECTION 5 TITLED DISORDERLY CONDUCT; AND PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

Police Chief Jon McDaniel explained the situation Kuna Police dealt with that lead to this ordinance.

Mayor Stear added in that situation the police did not have the authority to make an arrest. They needed a citizen to sign the arrest warrant.

Council Member Jones noted some other cities have added additional things such as lighting cigarettes in non-smoking areas to their similar ordinances and wondered if those should be added to this ordinance as well.

Mayor Stear said Ada County Sheriff's Department took on staff that actually goes through code. He would be looking through Kuna's to make sure it matches theirs so they would not have to worry about which law applied where and also to look for other areas of Kuna City Code that might be weak.

Chief McDaniel thought the smoking question was good. He had noticed a few other items that were added as well. When he asked his officers if they had run into those issues where they would need to take that level of enforcement, they hadn't, so those items weren't put in for this request. They would be putting together a committee that could address that to see if there was a need.

Council President Cardoza asked City Attorney Richard Roats if the City wanted Kuna Police on private property to evict somebody from a railroad car as listed in the ordinance under C.

Mr. Roats replied when looking at the whole paragraph it deals with both public and private property but staff could contact the Railroad Company to ask if they would want Kuna Police to have the option to deal with that. He suggested leaving that in.

Council President Cardoza asked Chief McDaniel if he wanted his officers responding to railroad cars. It was dangerous; especially with the trains moving.

Chief McDaniel responded he may not be factoring in all the situations that might come up but he believed in those situations the Railroad would be asking as a signing party.

Council President Cardoza asked how much latitude there was with section A.

Chief McDaniel answered, according to his officers, it was very rare to have people begging or accosting people for money. He would hope they would use good discretion within the spirit of law and finding that balance as far as what the public expects them to do.

Council President Cardoza asked about the Fire Department out soliciting with boots.

Council Member Buban-Vonder Haar explained it did not prohibit soliciting just accosting people for the purpose of begging or soliciting. It pertained to continued harassment and getting in people's faces.

**Council Member Buban-Vonder Haar moved to waive three readings of Ordinance No. 2017-08. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council Member Buban-Vonder Haar moved to approve Ordinance No. 2017-08. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**Council Member Buban-Vonder Haar moved to approve the summary publication of Ordinance No. 2017-08. Seconded by Council Member McPherson. Motion carried 4-0.**

**9. Mayor/Council Announcements:**

**10. Executive Session:**

- A. Adjourn to Executive Session Pursuant to Idaho Code 74-206(b) for the Purpose of Discussing a Personnel Matter  
(Timestamp 02:14:42)**

**Council Member Buban-Vonder Haar moved to adjourn to Executive Session pursuant to Idaho Code 74-206(b) for the purpose of discussing a personnel matter. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

*Executive session was adjourned at 8:53 PM.*

**11. Request from Mayor Stear to confirm appointment of Bob Bachman to the position of Kuna Public Works Director**

**Council Member Buban-Vonder Haar moved to confirm the appointment of Bob Bachman to the position of Kuna Public Works Director. Seconded by Council Member Jones. Motion carried 4-0.**

**12. Adjournment: 8:54 PM**

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Joe L. Stear, Mayor

ATTEST:

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Chris Engels, City Clerk

*Minutes prepared by Ariana Welker, Deputy City Clerk  
Date Approved: CCM 06.20.2017*



# Bike Master Plan Update

## Kuna City Council – Information Briefing

Brooke Green, MBA, PCED  
Sr. Transportation Planner, ACHD  
June 6, 2017

Our Mission: We drive quality transportation for all Ada County...Anytime,  
Anywhere!



## 2009 Bike Master Plan



### Vision & Purpose

- Provide a broad vision, policy, goals and objective

### Overarching Concepts

- Expansion of existing on-street bikeways network
- Connect Gaps
- Address constrained areas
- Create greater local & regional connectivity
- Encourage more residents to bicycle



Roadways to  
Bikeways Plan  
ADA COUNTY HIGHWAY DISTRICT

Commission approved Roadways to Bikeways Plan is ACHD Foundation document and provides comprehensive strategy to enhance and expand the bicycle facilities in Ada County. *Adopted 2009*



## 2009 Implementation Strategies



- Added 122 Bike Lane Miles
- Designated 273 Lane Miles of Neighborhood Routes
- Added 79 Lane Miles of Shared Roadways “Sharrows”
- Added 436 Wayfinding Signs
- Initiated 7 Neighborhood Plans
- Adopted Complete Streets Policy
- Planned & Built ACHD First Bikeway “Shamrock”
- Initiated Roadways to Bikeways Update within 10 Years



# 2017 Bike Master Plan Update

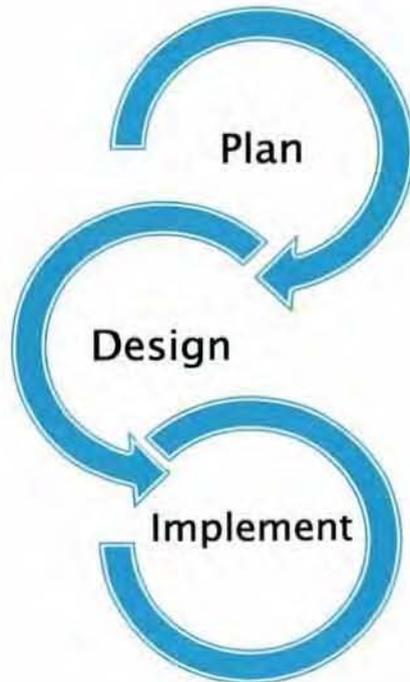


## Purpose

- Assess ACHD progress in achieving the Goals, Objectives and Actions items
- Create performance measures that will assist ACHD in evaluating future bicycle enhancements to the roadways
- Evaluate emerging trends and technology
- Prioritize future projects



# Key Deliverables



- Update to existing 2009 plan that identifies new gaps in the bicycling network
- Evaluation of 2009 Goals, Objectives and Action Items
- Addition of Performance Measures
- Recommendation for an updated system of low stress networks that include bike lanes, signed shared roadways and bicycle boulevard designations
- Highlights of new technology, emerging treatment types and best practices for implementation
- Clearly defined prioritized projects
- Annual Report Template



## Evaluation of Goals

- Complete *and maintain* a bicycle facility network that maximizes **safety**, provides **connectivity**, and supports the bicycle as a **viable transportation option** among the residents of Ada County and its six cities.
- **Promote** bicycle safety and **increased bicycling** within Ada County and its six cities.



## Plan Objective & Measures (1)



- Implement the Roadways to Bikeways Recommended Bikeway Network to *support bicycling as a viable transportation option.*





## Plan Objectives & Measures (2)



- *Maintain bicycle routes in a state of good repair in order to ensure they are consistently available for use.*



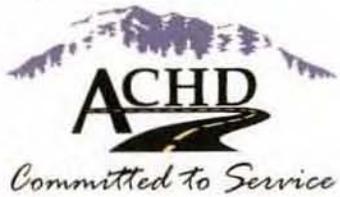


## Plan Objectives & Measures (3)



- *Promote awareness of existing bicycle routes and features and support encouragement programs.*

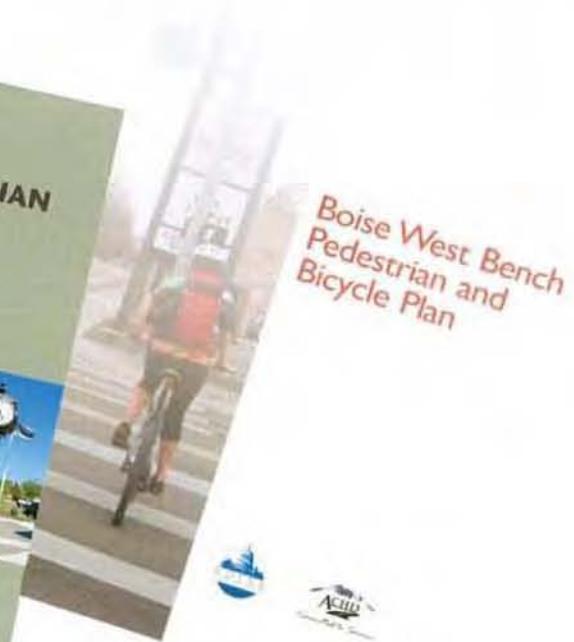
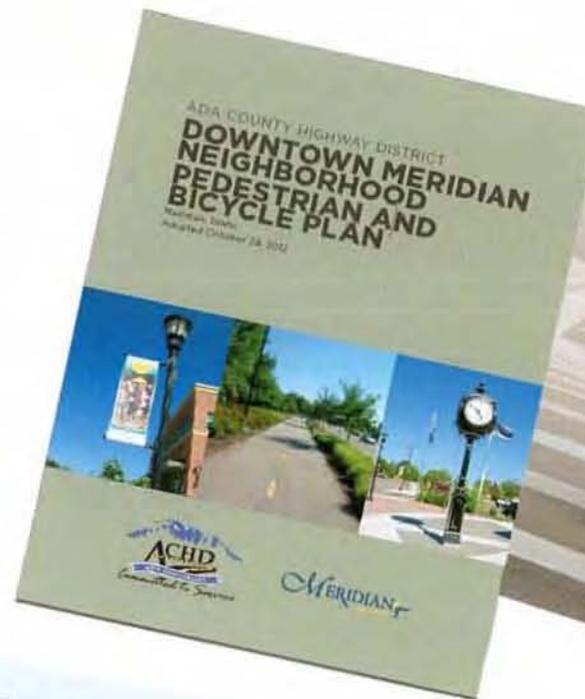




## Plan Objectives & Measures (4)



- Facilitate coordination and cooperation among local jurisdictions *in implementing* the Roadways to Bikeways recommendations.





# Plan Objectives



## Bicycle Program

# DRAFT 2017 STATUS REPORT

**FUNDING**

**\$#**  
BUDGET

**X%**  
ACHD'S CONSTRUCTION BUDGET

**NETWORK BUILD-OUT**

**#** MILES OF BIKE LANES    **↑X** MILES FROM 2015

**#** MILES OF SHARED BIKE ROUTES    **↑X** MILES FROM 2015

**#** MILES OF BIKE BOULEVARDS    **↑X** MILES FROM 2015

**X%** PLAN NETWORK BUILT

**ACCESS**

**X%** POPULATION WITHIN 1/4-MILE OF LOW-STRESS NETWORK

**↑X%** INCREASE FROM 2016

**#** NEW CONNECTIONS

**#** EXISTING CONNECTIONS EXPANDED

**SAFETY**

**#** TRAFFIC CALMING PROJECTS

**#** NEW OR ENHANCED CROSSINGS

**MAINTENANCE**

**GOOD** AVERAGE PAVEMENT RATING OF DESIGNATED BIKE LANES AND ROADS WITH BIKE LANES

**#** MILES OF BIKE LANES SWEEP

**OUTREACH EFFORTS**

**#** EMPLOYERS ENGAGED\*

**#** INFORMATIONAL ON-SITE EVENTS\*

**#** PRINTED BIKE MAPS DISTRIBUTED

**LAUNCHED** BIKE BOX EDUCATIONAL CAMPAIGN

**LOCAL PLANNING EFFORTS COMPLETED & ADOPTED**

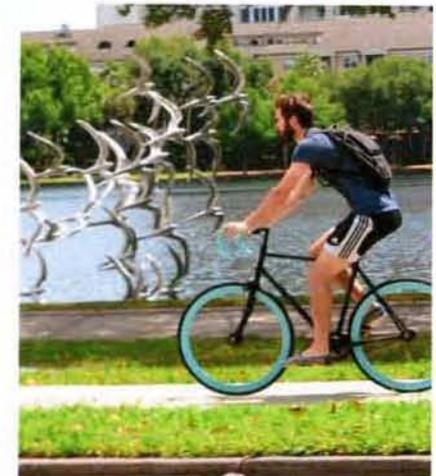
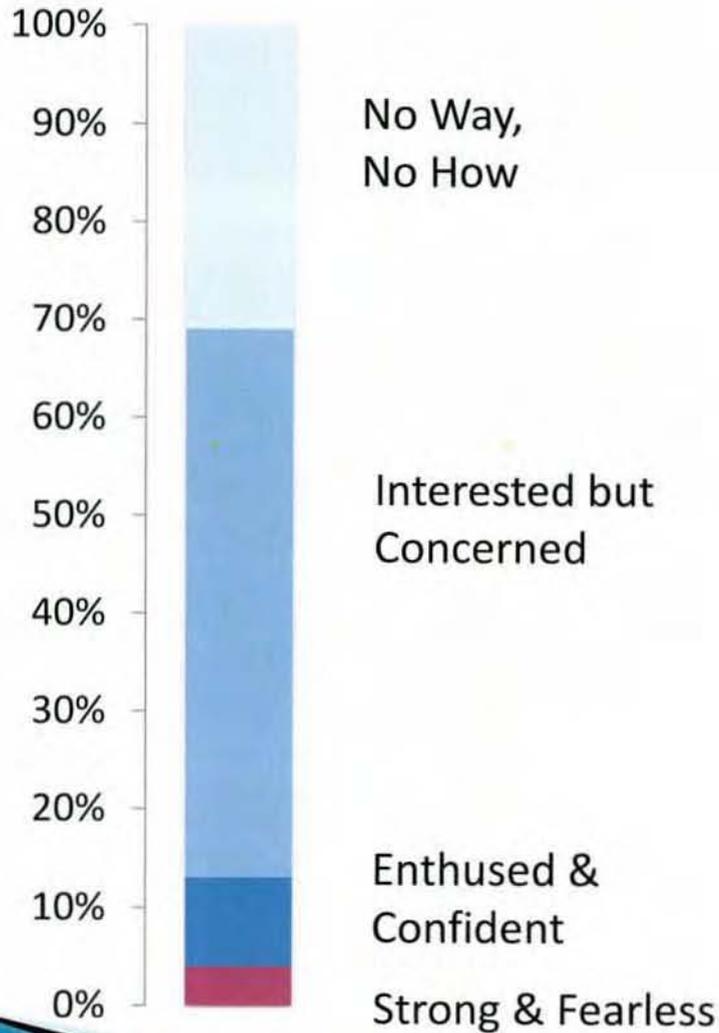
**5** ADOPTED PLANS

- NORTH BOISE NEIGHBORHOOD BICYCLE & PEDESTRIAN PLAN
- FAIRVIEW AVENUE & MAIN STREET LOCAL STREETS IMPROVEMENT PLAN
- MASTER STREETS MAP UPDATE
- CAPITAL IMPROVEMENTS PLAN UPDATE
- 2017-2021 INTEGRATED FIVE-YEAR WOVW PLAN





# Evaluation of Low Stress Network





# Low Stress Network Analysis



Score	User Type
LTS 1	Most people, including children who can cross intersections on their own
LTS 2	Most adults
LTS 3	More confident adults (most people regularly bicycling today are in this category)
LTS 4	The most confident adults (e.g., advanced recreation riders) and/or those who must ride on the road out of necessity



# Analyzing the Network



What an Interested  
but Concerned  
Bicyclist Sees



Factors affecting LTS:

- Number of vehicle travel lanes
- Bike facility type
- Posted speed of roadway
- Adjacent parking and bike lane blockages
- Volume of Traffic
- Roadway classification





## Next Steps



- ✓ May Agency Presentations & Interviews
- June 2017–ACHD Commission Update
- July 2017–Update Partner Agencies
- September 2017–Final Concept Refinement & Plan Report
- October 2017–Commision Adoption

Transit Agency	Service Area Population	Total Operating Expenses	Annual Hours	Unlinked Passenger Trips	Annual Operating Cost/Capita
<b>Valley Regional Transit</b>	<b>349,684</b>	<b>\$ 9,624,981</b>	<b>121,563</b>	<b>1,466,139</b>	<b>\$ 27.52</b>
Spokane Transit Authority (WA)	409,271	\$ 59,413,530	589,241	12,045,936	\$ 145.17
Regional Transportation Commission of Washoe County (Reno, NV)	327,768	\$ 31,429,617	365,298	8,568,937	\$ 95.89
City of Tucson (AZ)	544,000	\$ 74,107,836	941,815	20,272,980	\$ 136.23
Metro Transit System (Madison WI)	253,075	\$ 54,088,838	515,453	15,492,317	\$ 213.73
<b>Average of Peers</b>	<b>383,529</b>	<b>\$ 54,759,955</b>	<b>602,952</b>	<b>14,095,043</b>	<b>\$ 142.78</b>
If Valley Regional Transit spent that average Operating Cost/Capita	349,684	\$ 50,000,000	500,000	12,000,000	\$ 142.78
Communities in Motion 2025	N/A	\$ 46,000,000	455,000	N/A	N/A

# Peer Comparison

National Transit Database 2014 Data





### CITY OF KUNA

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

## SIGN-UP SHEET

### June 6, 2017 – City Council Public Hearing

**Case Name:** Caspian Subdivision, Mason Creek Farm, LLC; 17-01-ZC (Rezone), 17-01-S (Subdivision), and 17-07-DR (Subdivision Landscape).

**Case Type:** Request approval to rezone approximately 107 acres from P (Public) to R-6 (Med. Density Residential), and to preliminary plat approximately a total of 131.74 acres. Applicant proposes to subdivide the parcels into 494 buildable lots and 69 common lots. This site is located north of Lake Hazel, between Ten Mile and Linder Roads.

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

IN FAVOR		NEUTRAL		IN OPPOSITION	
<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input checked="" type="checkbox"/> Testify	<input type="checkbox"/> Not Testify
_____	_____	_____	_____	Jeremy Wood	_____
Print Name		Print Name		Print Name	
_____	_____	_____	_____	1990 Jarvis Ct	_____
Print Address		Print Address		Print Address	
_____	_____	_____	_____	Meridian ID 83642	_____
City	State, Zip	City	State, Zip	City	State, Zip
<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify
_____	_____	_____	_____	CAROL PETTIT	_____
Print Name		Print Name		Print Name	
_____	_____	_____	_____	P.O. Box 1013	_____
Print Address		Print Address		Print Address	
_____	_____	_____	_____	Meridian Id 83680	_____
City	State, Zip	City	State, Zip	City	State, Zip
<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify
_____	_____	_____	_____	Alison Woodard	_____
Print Name		Print Name		Print Name	
_____	_____	_____	_____	1970 Jarvis Ct	_____
Print Address		Print Address		Print Address	
_____	_____	_____	_____	Meridian ID 83642	_____
City	State, Zip	City	State, Zip	City	State, Zip
<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify
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Print Address		Print Address		_____	
_____	_____	_____	_____	City	State, Zip
City	State, Zip	City	State, Zip	City	State, Zip



Report Criteria:

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

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>2M COMPANY, INC.</b>												
1461	2M COMPANY, INC.	4118114-000	5692	<u>SPRINKLERS AND FITTINGS FOR STOCK, J.MORFIN, JUN.'17 - PARKS</u>	06/05/2017	596.15	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	6/17		
Total 4118114-000:						596.15	.00					
Total 2M COMPANY, INC.:						596.15	.00					
<b>A.M.E. ELECTRIC, INC.</b>												
1210	A.M.E. ELECTRIC, INC.	17629		<u>REPROGRAMMING AT BUTLER WELL, R.FORD, JUN.'17 - WATER</u>	06/05/2017	140.00	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	6/17		
Total 17629:						140.00	.00					
Total A.M.E. ELECTRIC, INC.:						140.00	.00					
<b>ABC STAMP, SIGNS &amp; AWARDS</b>												
277	ABC STAMP, SIGNS & AWARDS	0504704	5689	<u>RUBBER STAMP "INSPECTION REQUIRED", J COULTER, BLDG INSPECTION, JUNE 17</u>	06/05/2017	10.49	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	6/17		
Total 0504704:						10.49	.00					
Total ABC STAMP, SIGNS & AWARDS:						10.49	.00					
<b>ADA COUNTY HIGHWAY DISTRICT (IMPACT)</b>												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	05312017		<u>ACHD IMPACT FEE TRANSFER FOR MAY 2017</u>	05/31/2017	110,409.00	110,409.00	<u>01-2510 ACHD IMPACT FEE TRANSFER</u>	0	6/17	06/09/2017	

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Total 05312017:						110,409.00	110,409.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						110,409.00	110,409.00					
<b>ADA COUNTY PROSECUTING ATTORNE</b>												
176	ADA COUNTY PROSECUTING ATTORNE	JUNE 2017		<u>PROSECUTORIAL SERVICES JUNE 17</u>	05/17/2017	4,232.81	.00	01-6203 PROSECUTORIAL SERVICES	0	6/17		
Total JUNE 2017:						4,232.81	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,232.81	.00					
<b>ADA COUNTY SHERIFF'S OFFICE</b>												
6	ADA COUNTY SHERIFF'S OFFICE	7047		<u>SHERIFF SERVICES, JUNE 17</u>	06/01/2017	132,903.58	.00	01-6000 LAW ENFORCEMENT SERVICES	0	6/17		
Total 7047:						132,903.58	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						132,903.58	.00					
<b>ALBERTSON'S LLC</b>												
1840	ALBERTSON'S LLC	437255	5586	<u>MISC LAB SUPPLIES, T SHAFFER, SEWER, MAY 17</u>	05/10/2017	28.30	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	6/17		
Total 437255:						28.30	.00					
Total ALBERTSON'S LLC:						28.30	.00					
<b>ALLSTREAM BUSINESS US, INC</b>												
1411	ALLSTREAM BUSINESS US, INC	14679520		<u>MONTHLY TELEPHONE, NETWORK, DATA, 6-1-17 TO 6-30-17, JUNE 17</u>	06/01/2017	580.06	.00	01-6255 TELEPHONE	0	6/17		
1411	ALLSTREAM BUSINESS US, INC	14679520		<u>MONTHLY TELEPHONE, NETWORK, DATA, 6-1-17 TO 6-30-17, JUNE 17, P&amp;Z</u>	06/01/2017	207.17	.00	01-6255 TELEPHONE	1003	6/17		

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1411	ALLSTREAM BUSINESS US, INC	14679520		<u>MONTHLY TELEPHONE, NETWORK, DATA, 6-1-17 TO 6- 30-17, JUNE 17, WATER</u>	06/01/2017	538.64	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	6/17		
1411	ALLSTREAM BUSINESS US, INC	14679520		<u>MONTHLY TELEPHONE, NETWORK, DATA, 6-1-17 TO 6- 30-17, JUNE 17, SEWER</u>	06/01/2017	538.64	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	6/17		
1411	ALLSTREAM BUSINESS US, INC	14679520		<u>MONTHLY TELEPHONE, NETWORK, DATA, 6-1-17 TO 6- 30-17, JUNE 17, PI</u>	06/01/2017	207.17	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	6/17		
Total 14679520:						2,071.68	.00					
Total ALLSTREAM BUSINESS US, INC:						2,071.68	.00					
<b>ANALYTICAL LABORATORIES</b>												
1	ANALYTICAL LABORATORIES	44803		<u>LAB TESTING, WATER SAMPLES, LEAD &amp; COPPER SAMPLES, MAY 17</u>	05/31/2017	1,029.60	.00	<u>20-6152 M &amp; R - LABORATORY COSTS</u>	0	6/17		
Total 44803:						1,029.60	.00					
1	ANALYTICAL LABORATORIES	44804		<u>LAB TESTING, SEWER, MAY 17</u>	05/31/2017	1,674.00	.00	<u>21-6152 M &amp; R - LABORATORY COSTS</u>	0	6/17		
Total 44804:						1,674.00	.00					
Total ANALYTICAL LABORATORIES:						2,703.60	.00					
<b>AUTOZONE, INC.</b>												
1606	AUTOZONE, INC.	4126347186	5654	<u>FIX A FLAT FOR THE RIDING LAWNMOWER, M.FISETTE, MAY'17</u>	05/25/2017	9.99	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
Total 4126347186:						9.99	.00					
Total AUTOZONE, INC.:						9.99	.00					

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<b>B &amp; A ENGINEERS, INC.</b>												
347	B & A ENGINEERS, INC.	3309		<u>CONSTRUCTION PLANS, ASBUILTS, TEN MILE &amp; LAKE HAZEL SEWER TRUCK PROJECT, APRIL TO MAY SERVICES, MAY 17, WATER</u>	06/05/2017	212.50	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	6/17		
347	B & A ENGINEERS, INC.	3309		<u>CONSTRUCTION PLANS, ASBUILTS, TEN MILE &amp; LAKE HAZEL SEWER TRUCK PROJECT, APRIL TO MAY SERVICES, MAY 17, SEWER</u>	06/05/2017	425.00	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	6/17		
347	B & A ENGINEERS, INC.	3309		<u>CONSTRUCTION PLANS, ASBUILTS, TEN MILE &amp; LAKE HAZEL SEWER TRUCK PROJECT, APRIL TO MAY SERVICES, MAY 17, PI</u>	06/05/2017	212.50	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	6/17		
Total 3309:						850.00	.00					
Total B & A ENGINEERS, INC.:						850.00	.00					
<b>BHS SPECIALTY CHEMICALS</b>												
512	BHS SPECIALTY CHEMICALS	83983	5635	<u>2 TOTES CHLORINE, D.CROSSLEY, MAY'17 - SEWER</u>	05/23/2017	1,215.00	.00	<u>21-6151 M &amp; R - PROCESS CHEMICALS</u>	0	6/17		
Total 83983:						1,215.00	.00					
Total BHS SPECIALTY CHEMICALS:						1,215.00	.00					
<b>BUYWYZ LLC</b>												
1795	BUYWYZ LLC	103373	5690	<u>2 PLASTIC FILE TOTES FOR J COULTER, BLDG INSPECTION, JUNE 17</u>	06/05/2017	77.54	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	6/17		
1795	BUYWYZ LLC	103373	5690	<u>8 PK SIZE D BATTERIES, ADMIN, JUNE 17</u>	06/05/2017	21.45	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	6/17		
Total 103373:						98.99	.00					

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1795	BUYWYZ LLC	103533	5704	<u>SHARPIE PENS, DRY ERASE MARKERS, NWWTP, D CROSLEY, JUNE 17, WATER</u>	06/08/2017	7.33	.00	20-6165 OFFICE SUPPLIES	0	6/17		
1795	BUYWYZ LLC	103533	5704	<u>SHARPIE PENS, DRY ERASE MARKERS, NWWTP, D CROSLEY, JUNE 17, SEWER</u>	06/08/2017	7.33	.00	21-6165 OFFICE SUPPLIES	0	6/17		
1795	BUYWYZ LLC	103533	5704	<u>SHARPIE PENS, DRY ERASE MARKERS, NWWTP, D CROSLEY, JUNE 17, PI</u>	06/08/2017	2.78	.00	25-6165 OFFICE SUPPLIES	0	6/17		
1795	BUYWYZ LLC	103533	5704	<u>IMAK PETIT CUSHION, AIR DUSTERS, 50 EA EXPANDABLE FILE FOLDERS, STOCK, JUNE 17</u>	06/08/2017	131.12	.00	01-6165 OFFICE SUPPLIES	0	6/17		
Total 103533:						148.56	.00					
Total BUYWYZ LLC:						247.55	.00					
<b>CASELLE INC</b>												
1239	CASELLE INC	81066		<u>CONTRACT SUPPORT AND MAINTENANCE , 7-1-17 TO 7-31 -17</u>	06/01/2017	459.20	.00	01-6052 CONTRACT SERVICES	0	6/17		
1239	CASELLE INC	81066		<u>CONTRACT SUPPORT AND MAINTENANCE , 7-1-17 TO 7-31 -17, P&amp;Z</u>	06/01/2017	147.60	.00	01-6052 CONTRACT SERVICES	1003	6/17		
1239	CASELLE INC	81066		<u>CONTRACT SUPPORT AND MAINTENANCE , 7-1-17 TO 7-31 -17, WATER</u>	06/01/2017	434.60	.00	20-6052 CONTRACT SERVICES	0	6/17		
1239	CASELLE INC	81066		<u>CONTRACT SUPPORT AND MAINTENANCE , 7-1-17 TO 7-31 -17, SEWER</u>	06/01/2017	434.60	.00	21-6052 CONTRACT SERVICES	0	6/17		
1239	CASELLE INC	81066		<u>CONTRACT SUPPORT AND MAINTENANCE , 7-1-17 TO 7-31 -17, PI</u>	06/01/2017	164.00	.00	25-6052 CONTRACT SERVICES	0	6/17		
Total 81066:						1,640.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total CASELLE INC:						1,640.00	.00					
<b>CENTURYLINK</b>												
62	CENTURYLINK	208922113605		<u>DEDICATED LANDLINE, SCADA, 05-25-17 TO 06-24-17, WATER</u>	05/25/2017	16.81	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	6/17		
62	CENTURYLINK	208922113605		<u>DEDICATED LANDLINE, SCADA, 05-25-17 TO 06-24-17, SEWER</u>	05/25/2017	21.95	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	6/17		
62	CENTURYLINK	208922113605		<u>DEDICATED LANDLINE, SCADA, 05-25-17 TO 06-24-17, PI</u>	05/25/2017	7.12	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	6/17		
Total 20892211360525176241:						45.88	.00					
Total CENTURYLINK:						45.88	.00					
<b>D &amp; B SUPPLY</b>												
75	D & B SUPPLY	005 37901 001	5676	<u>1 PAIR STEEL-TOE BOOTS FOR NEW EMPLOYEE, R.DAVILA, JUN'17</u>	06/01/2017	154.99	.00	<u>21-6285 UNIFORMS EXPENSE</u>	0	6/17		
Total 005 37901 001:						154.99	.00					
Total D & B SUPPLY:						154.99	.00					
<b>DIGLINE</b>												
25	DIGLINE	0056216-IN		<u>DIG FEES, MAY 17, WATER</u>	05/31/2017	161.60	.00	<u>20-6065 DIG LINE EXPENSE</u>	0	6/17		
25	DIGLINE	0056216-IN		<u>DIG FEES, MAY 17, SEWER</u>	05/31/2017	161.60	.00	<u>21-6065 DIG LINE EXPENSE</u>	0	6/17		
25	DIGLINE	0056216-IN		<u>DIG FEES, MAY 17, PI</u>	05/31/2017	61.55	.00	<u>25-6065 DIG LINE EXPENSE</u>	0	6/17		
Total 0056216-IN:						384.75	.00					
Total DIGLINE:						384.75	.00					

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<b>DMH ENTERPRISES</b>												
1745	DMH ENTERPRISES	05312017		<u>PLUMBING PERMITS FOR MAY 2017</u>	05/31/2017	6,314.40	6,314.40	01-6202 <u>PROFESSIONAL SERVICES</u>	1003	6/17	06/09/2017	
Total 05312017:						6,314.40	6,314.40					
Total DMH ENTERPRISES:						6,314.40	6,314.40					
<b>EDNETICS INC</b>												
1831	EDNETICS INC	79438		<u>MONTHLY CHARGES FOR INTERNET SERVICE FOR JUNE, JUNE 17</u>	06/10/2017	95.00	.00	01-6052 <u>CONTRACT SERVICES</u>	0	6/17		
1831	EDNETICS INC	79438		<u>MONTHLY CHARGES FOR INTERNET SERVICE FOR JUNE, JUNE 17, WATER</u>	06/10/2017	65.00	.00	20-6052 <u>CONTRACT SERVICES</u>	0	6/17		
1831	EDNETICS INC	79438		<u>MONTHLY CHARGES FOR INTERNET SERVICE FOR JUNE, JUNE 17, SEWER</u>	06/10/2017	65.00	.00	21-6052 <u>CONTRACT SERVICES</u>	0	6/17		
1831	EDNETICS INC	79438		<u>MONTHLY CHARGES FOR INTERNET SERVICE FOR JUNE, JUNE 17, PI</u>	06/10/2017	25.00	.00	25-6052 <u>CONTRACT SERVICES</u>	0	6/17		
Total 79438:						250.00	.00					
Total EDNETICS INC:						250.00	.00					
<b>ELECTRICAL CONTROLS &amp; INSTRUMENTATION</b>												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	05312017		<u>ELECTRICAL PERMITS FOR MAY 2017</u>	05/31/2017	9,333.30	9,333.30	01-6202 <u>PROFESSIONAL SERVICES</u>	1003	6/17	06/09/2017	
Total 05312017:						9,333.30	9,333.30					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						9,333.30	9,333.30					
<b>EVER-FRESH CARPET CLEANING</b>												
1730	EVER-FRESH CARPET CLEANING	1724	5686	<u>CARPET CLEANING FOR CITY HALL, JUNE 17, PARKS</u>	06/01/2017	90.00	.00	01-6025 <u>JANITORIAL</u>	1004	6/17		

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1730	EVER-FRESH CARPET CLEANING	1724	5686	<u>CARPET CLEANING FOR CITY HALL, JUNE 17, WATER</u>	06/01/2017	118.80	.00	<u>20-6025 JANITORIAL</u>	0	6/17		
1730	EVER-FRESH CARPET CLEANING	1724	5686	<u>CARPET CLEANING FOR CITY HALL, JUNE 17, SEWER</u>	06/01/2017	118.80	.00	<u>21-6025 JANITORIAL</u>	0	6/17		
1730	EVER-FRESH CARPET CLEANING	1724	5686	<u>CARPET CLEANING FOR CITY HALL, JUNE 17, PI</u>	06/01/2017	32.40	.00	<u>25-6025 JANITORIAL</u>	0	6/17		
Total 1724:						360.00	.00					
Total EVER-FRESH CARPET CLEANING:						360.00	.00					
<b>FASTENAL COMPANY</b>												
1507	FASTENAL COMPANY	IDBOS209221		<u>7PC METRIC HEX BIT SET, PARKS, APR 17</u>	04/17/2017	54.08	.00	<u>01-6175 SMALL TOOLS</u>	1004	6/17		
Total IDBOS209221:						54.08	.00					
Total FASTENAL COMPANY:						54.08	.00					
<b>FERGUSON WATERWORKS #1701</b>												
219	FERGUSON WATERWORKS #1701	5232147	5613	<u>BREAKER KITS FOR THE GREENBELT BATHROOM, J. ADAMS, MAY'17 - PARKS</u>	05/15/2017	11.40	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	6/17		
Total 5232147:						11.40	.00					
Total FERGUSON WATERWORKS #1701:						11.40	.00					
<b>HD SUPPLY WATERWORKS LTD</b>												
63	HD SUPPLY WATERWORKS LTD	H249303	5650	<u>30 EA METER ADAPTERS, 12 CURB STOPS, 12 IN ANGLE VALVES, 12 COUPLERS, 6 BALL VALVES, 10 METER LIDS, 1 12 IN SADDLE, 2X1 BUSHING, FOR STOCK, M FISETTE, WATER, MAY 17</u>	05/25/2017	3,811.74	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	6/17		
Total H249303:						3,811.74	.00					

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63	HD SUPPLY WATERWORKS LTD	H260632	5661	<u>12 WATER METERS, C.DEYOUNG, MAY'17 - WATER</u>	05/26/2017	1,610.40	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	6/17		
Total H260632:						1,610.40	.00					
63	HD SUPPLY WATERWORKS LTD	H273494	5666	<u>SMALL HYDRANT REPAIR KIT, SWAN FALLS BY VISITOR CTR, J COX, WATER, MAY 17</u>	06/01/2017	120.96	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	6/17		
Total H273494:						120.96	.00					
63	HD SUPPLY WATERWORKS LTD	H273641	5667	<u>200 3/4 RUBBER GASKETS FOR METERS, 1000 EA SCOTCH LOCKS FOR WIRES, J WEBB, WATER, MAY 17</u>	06/01/2017	188.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	6/17		
Total H273641:						188.00	.00					
Total HD SUPPLY WATERWORKS LTD:						5,731.10	.00					
<b>HOCOCHAN HOLDINGS, INC.</b>												
1619	HOCOCHAN HOLDINGS, INC.	AR545954		<u>SERVICE ON R ROATS RICOH MPC2500, CLEANING, REPLACED ADF ROLLERS, ATTEMPTED TO SET UP SCAN FOLDER, MAY 17</u>	05/31/2017	39.94	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	6/17		
1619	HOCOCHAN HOLDINGS, INC.	AR545954		<u>SERVICE ON R ROATS RICOH MPC2500, CLEANING, REPLACED ADF ROLLERS, ATTEMPTED TO SET UP SCAN FOLDER, MAY 17, WATER</u>	05/31/2017	30.86	.00	<u>20-6142 MAINT. &amp; REPAIRS- EQUIPMENT</u>	0	6/17		
1619	HOCOCHAN HOLDINGS, INC.	AR545954		<u>SERVICE ON R ROATS RICOH MPC2500, CLEANING, REPLACED ADF ROLLERS, ATTEMPTED TO SET UP SCAN FOLDER, MAY 17, SEWER</u>	05/31/2017	35.40	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
1619	HOCOCHAN HOLDINGS, INC.	AR545954		<u>SERVICE ON R ROATS RICOH MPC2500, CLEANING, REPLACED ADF ROLLERS, ATTEMPTED TO SET UP SCAN FOLDER, MAY 17, PI</u>	05/31/2017	11.80	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		

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Total AR545954:						118.00	.00					
Total HOCOCHAN HOLDINGS, INC.:						118.00	.00					
<b>HOME DEPOT CREDIT SERVICES</b>												
29	HOME DEPOT CREDIT SERVICES	1804 00010 32		<u>DEWALT 20V MAX - 2 PACK BATTERY, FOR GRAFFITI REMOVAL, B WITHROW, PARKS, JUNE 17</u>	06/07/2017	122.91	.00	<u>01-6175 SMALL TOOLS</u>	1004	6/17		
Total 1804 00010 32689:						122.91	.00					
29	HOME DEPOT CREDIT SERVICES	8594476		<u>PLASTIC TOTES FOR SPRINKLER PARTS, SHELVES FOR STORAGE, SANDING DISCS, PARKS, B WITHROW, JUNE 17</u>	06/02/2017	868.31	868.31	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	6/17	06/02/2017	
29	HOME DEPOT CREDIT SERVICES	8594476		<u>DEWALT 20V MAX TOOL, PARKS, B WITHROW, JUNE 17</u>	06/02/2017	119.00	119.00	<u>01-6175 SMALL TOOLS</u>	1004	6/17	06/02/2017	
29	HOME DEPOT CREDIT SERVICES	8594476		<u>LATE FEES, PARKS, B WITHROW, JUNE 17</u>	06/02/2017	154.63	154.63	<u>01-6505 BANK FEES</u>	1004	6/17	06/02/2017	
Total 8594476:						1,141.94	1,141.94					
Total HOME DEPOT CREDIT SERVICES:						1,264.85	1,141.94					
<b>IDAHO PRESS TRIBUNE, LLC</b>												
1802	IDAHO PRESS TRIBUNE, LLC	1048711-A	5634	<u>AD#1622950, LEGAL PUBLICATION, SPECIAL USE PERMIT, 17-03-SUP, T.KESNER, MAY'17 - P &amp; Z</u>	05/31/2017	42.74	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1004	6/17		
Total 1048711-A:						42.74	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1048711-B	5658	<u>AD#1625440, LEGAL NOTIFICATION, PUBLIC HEARING, ANNEXATION 16-11-AN, LOGAN PATTEN, KOLO LLC, MAY'17 - P &amp; Z</u>	05/31/2017	54.58	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	6/17		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 1048711-B:						54.58	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1050073-A	5671	<u>AD#1627573. LEGAL NOTICE, KJ SUPER STORE, J.HELLMAN, P &amp; Z</u>	06/07/2017	47.27	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	6/17		
1802	IDAHO PRESS TRIBUNE, LLC	1050073-A	5671	<u>AD# 1627573. LEGAL NOTICE, REZONING, J.HELLMAN, P &amp; Z</u>	06/07/2017	47.27	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	6/17		
Total 1050073-A:						94.54	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1050073-B	5687	<u>AD#1628248. 17-02-S. LEGAL PUBLICATION, SAILOR SHORES, T.KESNER, JUN.'17</u>	06/07/2017	59.02	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	6/17		
Total 1050073-B:						59.02	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1050073-C		<u>AD#1628368. 17-03-SUP. LEGAL NOTICE, SPECIAL USE PERMIT - BRS ARCHITECT, JUN.'17</u>	06/07/2017	44.96	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	6/17		
Total 1050073-C:						44.96	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1050073-D	5682	<u>AD#1628375. LEGAL NOTIFICATION, DESERT HAWK #4, T.KESNER, JUN.'17</u>	06/07/2017	65.68	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	6/17		
Total 1050073-D:						65.68	.00					
Total IDAHO PRESS TRIBUNE, LLC:						361.52	.00					
<b>IDAHO RURAL WATER ASSOC</b>												
33	IDAHO RURAL WATER ASSOC	80061		<u>1001-999 CONNECTIONS IRWA MEMBERSHIP DUES, 2017- 2018, WATER, JUNE 17</u>	06/07/2017	260.00	.00	<u>20-6075 DUES &amp; MEMBERSHIPS</u>	0	6/17		
33	IDAHO RURAL WATER ASSOC	80061		<u>1001-999 CONNECTIONS IRWA MEMBERSHIP DUES, 2017- 2018, SEWER, JUNE 17</u>	06/07/2017	260.00	.00	<u>21-6075 DUES &amp; MEMBERSHIPS</u>	0	6/17		

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 80061:						520.00	.00					
Total IDAHO RURAL WATER ASSOC:						520.00	.00					
<b>IDAHO STATE POLICE</b>												
1509	IDAHO STATE POLICE	052517		<u>FINGERPRINT NEW SEASONAL HIRE, B GILLOGLY, PARKS, MAY 17</u>	05/25/2017	10.00	.00	<u>01-6052 CONTRACT SERVICES</u>	1004	6/17		
1509	IDAHO STATE POLICE	052517		<u>FINGERPRINT NEW SEASONAL HIRE, T STOCKDALE, CLERKS OFFICE, MAY 17</u>	05/25/2017	9.40	.00	<u>01-6052 CONTRACT SERVICES</u>	0	6/17		
1509	IDAHO STATE POLICE	052517		<u>FINGERPRINT NEW SEASONAL HIRE, T STOCKDALE, CLERKS OFFICE, MAY 17, WATER</u>	05/25/2017	.24	.00	<u>20-6052 CONTRACT SERVICES</u>	0	6/17		
1509	IDAHO STATE POLICE	052517		<u>FINGERPRINT NEW SEASONAL HIRE, T STOCKDALE, CLERKS OFFICE, MAY 17, SEWER</u>	05/25/2017	.24	.00	<u>21-6052 CONTRACT SERVICES</u>	0	6/17		
1509	IDAHO STATE POLICE	052517		<u>FINGERPRINT NEW SEASONAL HIRE, T STOCKDALE, CLERKS OFFICE, MAY 17, PI</u>	05/25/2017	.12	.00	<u>25-6052 CONTRACT SERVICES</u>	0	6/17		
1509	IDAHO STATE POLICE	052517		<u>SOLICITORS LICENSES, R PEAK, V LOSITO, A PATTON, W WHITE, C ARNELL, S MOORE, T HOOVER, R MONTOMGERY, A STRAHAN, R HERRON, MAY 17</u>	05/25/2017	370.00	.00	<u>01-4185 MISCELLANEOUS INCOME</u>	0	6/17		
1509	IDAHO STATE POLICE	052517		<u>NEW HIRE BACKGROUND CHECK, A MCCLELLAND, MAY 17</u>	05/25/2017	33.19	.00	<u>01-4185 MISCELLANEOUS INCOME</u>	1003	6/17		
1509	IDAHO STATE POLICE	052517		<u>NEW HIRE BACKGROUND CHECK, A MCCLELLAND, MAY 17, WATER</u>	05/25/2017	1.63	.00	<u>20-4185 MISCELLANEOUS INCOME</u>	1003	6/17		
1509	IDAHO STATE POLICE	052517		<u>NEW HIRE BACKGROUND CHECK, A MCCLELLAND, MAY 17, SEWER</u>	05/25/2017	1.63	.00	<u>21-4185 MISCELLANEOUS INCOME</u>	1003	6/17		
1509	IDAHO STATE POLICE	052517		<u>NEW HIRE BACKGROUND CHECK, A MCCLELLAND, MAY 17, PI</u>	05/25/2017	.55	.00	<u>25-4185 MISCELLANEOUS INCOME</u>	1003	6/17		

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Total 052517:						427.00	.00					
Total IDAHO STATE POLICE:						427.00	.00					
<b>INTEGRINET SOLUTIONS, INC.</b>												
1595	INTEGRINET SOLUTIONS, INC.	100132		<u>APC REPLACEMENT BATTERY CARTRIDGE #RBC7, MAY 17</u>	05/30/2017	49.00	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100132		<u>APC REPLACEMENT BATTERY CARTRIDGE #RBC7, MAY 17, P&amp;Z</u>	05/30/2017	17.50	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1003	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100132		<u>APC REPLACEMENT BATTERY CARTRIDGE #RBC7, MAY 17, WATER</u>	05/30/2017	45.50	.00	<u>20-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100132		<u>APC REPLACEMENT BATTERY CARTRIDGE #RBC7, MAY 17, SEWER</u>	05/30/2017	45.50	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100132		<u>APC REPLACEMENT BATTERY CARTRIDGE #RBC7, MAY 17, PI</u>	05/30/2017	17.50	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
Total 100132:						175.00	.00					
1595	INTEGRINET SOLUTIONS, INC.	100165		<u>FIXED N STAUFFER'S POWER ON HER PC. CREATED GUEST ACCOUNT WITH WIRELESS ACCESS POINT SOFTWARE, MAY 17</u>	05/28/2017	22.00	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100165		<u>FIXED N STAUFFER'S POWER ON HER PC. CREATED GUEST ACCOUNT WITH WIRELESS ACCESS POINT SOFTWARE, MAY 17, WATER</u>	05/28/2017	29.04	.00	<u>20-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100165		<u>FIXED N STAUFFER'S POWER ON HER PC. CREATED GUEST ACCOUNT WITH WIRELESS ACCESS POINT SOFTWARE, MAY 17, SEWER</u>	05/28/2017	29.04	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		

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1595	INTEGRINET SOLUTIONS, INC.	100165		<u>FIXED N STAUFFER'S POWER ON HER PC. CREATED GUEST ACCOUNT WITH WIRELESS ACCESS POINT SOFTWARE, MAY 17, PI</u>	05/28/2017	7.92	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
Total 100165:						88.00	.00					
1595	INTEGRINET SOLUTIONS, INC.	100271		<u>RESPONDED TO EMERGENCY CALL AFTER PHONES AND SERVER WAS DOWN, INSTALLED NEW APC BATTERY, MAY 31</u>	05/31/2017	49.28	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100271		<u>RESPONDED TO EMERGENCY CALL AFTER PHONES AND SERVER WAS DOWN, INSTALLED NEW APC BATTERY, MAY 31, P&amp;Z</u>	05/31/2017	17.60	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1003	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100271		<u>RESPONDED TO EMERGENCY CALL AFTER PHONES AND SERVER WAS DOWN, INSTALLED NEW APC BATTERY, MAY 31, WATER</u>	05/31/2017	45.76	.00	<u>20-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100271		<u>RESPONDED TO EMERGENCY CALL AFTER PHONES AND SERVER WAS DOWN, INSTALLED NEW APC BATTERY, MAY 31, SEWER</u>	05/31/2017	45.76	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100271		<u>RESPONDED TO EMERGENCY CALL AFTER PHONES AND SERVER WAS DOWN, INSTALLED NEW APC BATTERY, MAY 31, PI</u>	05/31/2017	17.60	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
Total 100271:						176.00	.00					
1595	INTEGRINET SOLUTIONS, INC.	100325		<u>PRO ACTION MAINTENANCE, SERVER, HARD DRIVES, AND WROTE DESCRIPTION OF THE BACKUP FOR J MARSH, ADDITIONAL TIME TO COMPLETE THIS, JUNE 17</u>	06/04/2017	24.64	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	6/17		

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1595	INTEGRINET SOLUTIONS, INC.	100325		<u>PRO ACTION MAINTENANCE, SERVER, HARD DRIVES, AND WROTE DESCRIPTION OF THE BACKUP FOR J MARSH, ADDITIONAL TIME TO COMPLETE THIS, JUNE 17, P&amp;Z</u>	06/04/2017	8.80	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1003	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100325		<u>PRO ACTION MAINTENANCE, SERVER, HARD DRIVES, AND WROTE DESCRIPTION OF THE BACKUP FOR J MARSH, ADDITIONAL TIME TO COMPLETE THIS, JUNE 17, WATER</u>	06/04/2017	22.88	.00	<u>20-6142 MAINT. &amp; REPAIRS- EQUIPMENT</u>	0	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100325		<u>PRO ACTION MAINTENANCE, SERVER, HARD DRIVES, AND WROTE DESCRIPTION OF THE BACKUP FOR J MARSH, ADDITIONAL TIME TO COMPLETE THIS, JUNE 17, SEWER</u>	06/04/2017	22.88	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100325		<u>PRO ACTION MAINTENANCE, SERVER, HARD DRIVES, AND WROTE DESCRIPTION OF THE BACKUP FOR J MARSH, ADDITIONAL TIME TO COMPLETE THIS, JUNE 17, PI</u>	06/04/2017	8.80	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
Total 100325:						88.00	.00					
Total INTEGRINET SOLUTIONS, INC.:						527.00	.00					
<b>INTERMOUNTAIN GAS CO</b>												
37	INTERMOUNTAIN GAS CO	482195000427		<u>NATURAL GAS CONSUMPTION 4-27-17 TO 5-30-17, NWWTP, MAY 17, WATER</u>	06/02/2017	283.21	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	6/17		
37	INTERMOUNTAIN GAS CO	482195000427		<u>NATURAL GAS CONSUMPTION 4-27-17 TO 5-30-17, NWWTP, MAY 17, SEWER</u>	06/02/2017	283.21	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	6/17		
37	INTERMOUNTAIN GAS CO	482195000427		<u>NATURAL GAS CONSUMPTION 4-27-17 TO 5-30-17, NWWTP, MAY 17, PI</u>	06/02/2017	107.88	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	6/17		

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Total 4821950004271753017:						674.30	.00					
Total INTERMOUNTAIN GAS CO:						674.30	.00					
<b>J &amp; M SANITATION, INC.</b>												
230	J & M SANITATION, INC.	052317		<u>25 YD ROLL OFF AT SHORTLINE, 05-23-17, MAY 17, PARKS</u>	05/23/2017	158.40	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/17		
230	J & M SANITATION, INC.	052317		<u>25 YD ROLL OFF AT SHORTLINE, 05-23-17, MAY 17, WATER</u>	05/23/2017	134.40	.00	20-6150 M & R - SYSTEM	0	6/17		
230	J & M SANITATION, INC.	052317		<u>25 YD ROLL OFF AT SHORTLINE, 05-23-17, MAY 17, SEWER</u>	05/23/2017	129.60	.00	21-6150 M & R - SYSTEM	0	6/17		
230	J & M SANITATION, INC.	052317		<u>25 YD ROLL OFF AT SHORTLINE, 05-23-17, MAY 17, PI</u>	05/23/2017	57.60	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	6/17		
Total 052317:						480.00	.00					
230	J & M SANITATION, INC.	05232017		<u>DISPOSAL/SLUDGE REMOVAL, 5-3-17 TO 5-24-17, MAY 17</u>	05/23/2017	3,240.00	.00	21-6153 M & R - SLUDGE DISPOSAL	0	6/17		
Total 05232017:						3,240.00	.00					
230	J & M SANITATION, INC.	05262017-060		<u>SANITATION RECEIPT TRANSFER - 05-26-2017 TO 06- 01-17</u>	06/02/2017	12,116.83	12,116.83	26-7000 SOLID WASTE SERVICE FEES	0	6/17	06/02/2017	
230	J & M SANITATION, INC.	05262017-060		<u>SANITATION RECEIPT TRANSFER - LESS FRANCHISE FEE, 05-26-2017 TO 06-01-17</u>	06/02/2017	-1,197.14	-1,197.14	01-4170 FRANCHISE FEES	0	6/17	06/02/2017	
Total 05262017-06012017:						10,919.69	10,919.69					
230	J & M SANITATION, INC.	06022017-060		<u>SANITATION RECEIPT TRANSFER - 6/2/17-6/8/17</u>	06/09/2017	38,915.68	38,915.68	26-7000 SOLID WASTE SERVICE				

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								FEES	0	6/17	06/09/2017	
230	J & M SANITATION, INC.	06022017-060		<u>SANITATION RECEIPT TRANSFER - LESS FRANCHISE FEES - 6/2/17-6/8/17</u>	06/09/2017	-3,844.87	-3,844.87	01-4170 FRANCHISE FEES	0	6/17	06/09/2017	
Total 06022017-06082017:						35,070.81	35,070.81					
Total J & M SANITATION, INC.:						49,710.50	45,990.50					
<b>J-U-B ENGINEERS, INC.</b>												
1236	J-U-B ENGINEERS, INC.	0108830		<u>PROFESSIONAL SERVICES FROM 3-5-17 TO 4-29-17, KUNA DOWNTOWN REVITALIZATION, MAY 17</u>	05/25/2017	4,269.92	.00	03-6378 EXPENDITURE-CDBG DWNTWN REVIT.	0	6/17		
Total 0108830:						4,269.92	.00					
Total J-U-B ENGINEERS, INC.:						4,269.92	.00					
<b>KELLER ASSOCIATES, INC.</b>												
429	KELLER ASSOCIATES, INC.	0000003-4		<u>MANDATORY POND TESTING ON LAGOONS # 6 &amp; 10 SEEPAGE TEST, PROFESSIONAL SERVICES 04-01-17 TO 04-30-17, SEWER, APR 17</u>	05/19/2017	7,260.00	.00	21-6166 PP&E PURCHASES - OPERATIONS	0	6/17		
Total 0000003-4:						7,260.00	.00					
429	KELLER ASSOCIATES, INC.	0000005-4		<u>PRESSURE IRRIGATION SUPPLY, STORAGE, DEMAND EVALUATION, PROFESSIONAL SERVICES 02-01-17 TO 04-30-17, PI</u>	05/19/2017	2,155.00	.00	25-6020 CAPITAL IMPROVEMENTS	0	6/17		
Total 0000005-4:						2,155.00	.00					
429	KELLER ASSOCIATES, INC.	0000005-5		<u>SPECIFICATION UPDATES, LIFT STATION STANDARDS, PROFESSIONAL SERVICES, 4-1-17 TO 4-30-17, SEWER, MAY 17</u>	05/19/2017	472.50	.00	21-6020 CAPITAL IMPROVEMENTS	0	6/17		

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Total 0000005-5:						472.50	.00					
429	KELLER ASSOCIATES, INC.	0000008-2		<u>WATER MASTER PLAN UPDATE, PROFESSIONAL SERVICES FROM 4-1-17 TO 4- 30-17, MAY 17</u>	05/19/2017	1,575.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	6/17		
Total 0000008-2:						1,575.00	.00					
Total KELLER ASSOCIATES, INC.:						11,462.50	.00					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	050417	5554	<u>POST MIX AND REPLACEMENT POSTS FOR REPAIRS ON THE POST FENCE OUT ON FIELD #1, A.COOK, MAY'17 - FARM</u>	06/20/2017	71.02	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	6/17		
Total 050417:						71.02	.00					
499	KUNA LUMBER	A90411	5627	<u>HOSE CLAMPS FOR SPRINKLER SYSTEM, J CRUMPTON, PARKS, MAY 17</u>	05/17/2017	5.36	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	6/17		
Total A90411:						5.36	.00					
499	KUNA LUMBER	A90855	5669	<u>3 8FT 2X4'S, IRRIGATION BOX ON OWYHEE ST, 1 4X8 SHEET OF PLYWOOD, R FORD, GI, MAY 31</u>	05/31/2017	24.68	.00	<u>25-6115 MAINT &amp; REPAIR-SYSTEM- GRAVITY</u>	0	6/17		
Total A90855:						24.68	.00					
499	KUNA LUMBER	A90891	5679	<u>PVC PLUGS AND CAPS, SENIOR CENTER BLDING REPAIRS, J.CRUMPTON, JUN.'17 - SR BLDG</u>	06/01/2017	11.22	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1001	6/17		

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Total A90891:						11.22	.00					
499	KUNA LUMBER	A91037	5700	<u>3 BAGS OF CONCRETE FOR OWYHEE GRAVITY BOX, R.JONES, JUN.'17</u>	06/06/2017	11.67	.00	<u>25-6115 MAINT &amp; REPAIR-SYSTEM- GRAVITY</u>	0	6/17		
Total A91037:						11.67	.00					
499	KUNA LUMBER	B100983	5683	<u>3EA 1/8 " IN DRILL BITS, AND 2 PIN PUNCHES, R FORD, PI, JUNE 17</u>	06/02/2017	20.92	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	6/17		
Total B100983:						20.92	.00					
499	KUNA LUMBER	B101164	5699	<u>REPLACEMENT HONEYWELL THERMOSTAT FOR HOTDOG HEATER IN PROCESS BUILDING, M NADEAU, SEWER, JUNE 17</u>	06/06/2017	16.19	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	6/17		
Total B101164:						16.19	.00					
499	KUNA LUMBER	B101235	5706	<u>CABLE TIES FOR STOCK, M.FISETTE, JUN.'17 - SEWER</u>	06/07/2017	4.49	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	6/17		
Total B101235:						4.49	.00					
499	KUNA LUMBER	B101415	5721	<u>BOLT AND WASHERS FOR MOUNTS FOR FLOATS AT MEMORY RANCH, M.FISETTE, JUN.'17</u>	06/12/2017	1.50	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	6/17		
Total B101415:						1.50	.00					
499	KUNA LUMBER	B101442	5724	<u>BAG OF LIME FOR TEN MILE LIFT STATION, M.FISETTE, JUN.'17 - SEWER</u>	06/13/2017	9.58	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	6/17		

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Total B101442:						9.58	.00					
499	KUNA LUMBER	B99752	5559	<u>1 BAG POST MIX, FIELD FENCE REPAIR, A.COOK, MAY'17 - SEWER</u>	05/05/2017	3.89	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	6/17		
Total B99752:						3.89	.00					
Total KUNA LUMBER:						180.52	.00					
<b>KUNA MACHINE LLC</b>												
1775	KUNA MACHINE LLC	1436		<u>STARGOLD C-25, GAS FOR WELDER FOR FLEET MAINTENANCE, B GILLOGLY, MAY 17</u>	05/22/2017	21.25	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	6/17		
1775	KUNA MACHINE LLC	1436		<u>STARGOLD C-25, GAS FOR WELDER FOR FLEET MAINTENANCE, B GILLOGLY, MAY 17, WATER</u>	05/22/2017	8.50	.00	<u>20-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
1775	KUNA MACHINE LLC	1436		<u>STARGOLD C-25, GAS FOR WELDER FOR FLEET MAINTENANCE, B GILLOGLY, MAY 17, SEWER</u>	05/22/2017	8.50	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
1775	KUNA MACHINE LLC	1436		<u>STARGOLD C-25, GAS FOR WELDER FOR FLEET MAINTENANCE, B GILLOGLY, MAY 17, PI</u>	05/22/2017	4.25	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
Total 1436:						42.50	.00					
Total KUNA MACHINE LLC:						42.50	.00					
<b>KUNA WELDING</b>												
46	KUNA WELDING	3516	5672	<u>VALVE WRENCHES MADE FOR SQUARE AND STRAIGHT VALVES, B WITHROW, PARKS, JUNE 17</u>	05/26/2017	138.63	.00	<u>01-6175 SMALL TOOLS</u>	1004	6/17		

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Total 3516:						138.63	.00					
46	KUNA WELDING	3523	5673	<u>10 PICNIC TABLE FRAMES MADE, B WITHROWM, PARKS, JUNE 17</u>	06/01/2017	1,600.00	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	6/17		
Total 3523:						1,600.00	.00					
46	KUNA WELDING	3528	5696	<u>30X42 CULVERT, LIGHT PIPE, GRAVITY BOX FOR HOME ON OWYHEE ST, R.JONES, JUN.'17 =</u>	06/05/2017	212.59	.00	<u>25-6115 MAINT &amp; REPAIR-SYSTEM- GRAVITY</u>	0	6/17		
Total 3528:						212.59	.00					
46	KUNA WELDING	3531	5698	<u>3/8"X 8" FLAT BAR PLATE FOR FLOWMETER, FARM, C MCDANIELS, JUNE 17</u>	06/06/2017	34.63	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	6/17		
Total 3531:						34.63	.00					
Total KUNA WELDING:						1,985.85	.00					
<b>LES SCHWAB TIRES</b>												
221	LES SCHWAB TIRES	12800250885	5656	<u>TIRES FOR TRUCK #22, LT235/80R-120/117R BACK COUNTRY, B.GILLOGLY, MAY'17 - WATER</u>	05/25/2017	1,039.56	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	6/17		
Total 12800250885:						1,039.56	.00					
Total LES SCHWAB TIRES:						1,039.56	.00					
<b>MATHESON TRI-GAS INC</b>												
1871	MATHESON TRI-GAS INC	15522156	5522	<u>GAS CYLINDER FOR CLEANING LAGOON #7, T.FLEMING, APR.'17 - SEWER</u>	05/31/2017	973.21	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	6/17		

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 15522156:						973.21	.00					
Total MATHESON TRI-GAS INC:						973.21	.00					
<b>MISCELLANEOUS VENDORS 2</b>												
1849	MISCELLANEOUS VENDORS 2	06052017		<u>FINAL RELEASE OF CASH SURETY ENSIGN, JUNE 17</u>	06/05/2017	23,302.80	23,302.80	<u>30-2075 UNEARNED REVENUE</u>	0	6/17	06/05/2017	
Total 06052017:						23,302.80	23,302.80					
Total MISCELLANEOUS VENDORS 2:						23,302.80	23,302.80					
<b>NEOFUNDS BY NEOPOST</b>												
1770	NEOFUNDS BY NEOPOST	05262017NEO	5723	<u>POSTAGE REFILL FOR POSTAGE MACHINE, MAY'17 - ADMIN</u>	05/26/2017	105.00	.00	<u>01-6190 POSTAGE &amp; BILLING</u>	0	6/17		
1770	NEOFUNDS BY NEOPOST	05262017NEO	5723	<u>POSTAGE REFILL FOR POSTAGE MACHINE, MAY'17 - P &amp; Z</u>	05/26/2017	15.00	.00	<u>01-6190 POSTAGE &amp; BILLING</u>	1003	6/17		
1770	NEOFUNDS BY NEOPOST	05262017NEO	5723	<u>POSTAGE REFILL FOR POSTAGE MACHINE, MAY'17 - WATER</u>	05/26/2017	160.00	.00	<u>20-6190 POSTAGE &amp; BILLING</u>	0	6/17		
1770	NEOFUNDS BY NEOPOST	05262017NEO	5723	<u>POSTAGE REFILL FOR POSTAGE MACHINE, MAY'17 - SEWER</u>	05/26/2017	160.00	.00	<u>21-6190 POSTAGE &amp; BILLING</u>	0	6/17		
1770	NEOFUNDS BY NEOPOST	05262017NEO	5723	<u>POSTAGE REFILL FOR POSTAGE MACHINE, MAY'17 - P.I</u>	05/26/2017	60.00	.00	<u>25-6190 POSTAGE &amp; BILLING</u>	0	6/17		
Total 05262017NEO:						500.00	.00					
Total NEOFUNDS BY NEOPOST:						500.00	.00					
<b>NORCO, INC.</b>												
222	NORCO, INC.	21093983	5567	<u>HYDROGEN CHLORIDE, D.CROSSLEY, MAY'17 - SEWER</u>	05/11/2017	778.00	.00	<u>21-6151 M &amp; R - PROCESS CHEMICALS</u>	0	6/17		

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Total 21093983:						778.00	.00					
Total NORCO, INC.:						778.00	.00					
<b>PAIGE MECHANICAL GROUP, INC.</b>												
1654	PAIGE MECHANICAL GROUP, INC.	2171	5555	<u>HVAC SPRING MAINTENANCE, INSPECT MOTOR, CLEAN, REPLACE FILTERS, INSPECT BELTS, PER QUOTE #S17-079, T. SHAFFER, MAY'17 - SEWER</u>	06/09/2017	1,682.00	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	6/17		
Total 2171:						1,682.00	.00					
Total PAIGE MECHANICAL GROUP, INC.:						1,682.00	.00					
<b>PARTS, INC.</b>												
470	PARTS, INC.	135103	5411	<u>BRAKE FLUID FOR THE FARM TRUCK, AND COUPLER, C.MCDANIEL, APR.'17 - SEWER</u>	04/03/2017	15.89	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	6/17		
Total 135103:						15.89	.00					
470	PARTS, INC.	135483		<u>BRAKE PADS FOR TRUCK #20, RETURNED - CREDIT, B.GILLOGLY, MAY'17</u>	04/07/2017	-18.74	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	1003	6/17		
470	PARTS, INC.	135483		<u>BRAKE PADS FOR TRUCK #20, RETURNED - CREDIT, B.GILLOGLY, MAY'17</u>	04/07/2017	-24.74	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	6/17		
470	PARTS, INC.	135483		<u>BRAKE PADS FOR TRUCK #20, RETURNED - CREDIT, B.GILLOGLY, MAY'17</u>	04/07/2017	-24.74	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	6/17		
470	PARTS, INC.	135483		<u>BRAKE PADS FOR TRUCK #20, RETURNED - CREDIT, B.GILLOGLY, MAY'17</u>	04/07/2017	-6.74	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	6/17		
Total 135483:						-74.96	.00					

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470	PARTS, INC.	136258	5494	<u>1/2 IN HOSE FOR CHEMICAL SPRAYER. C MCDANIEL. FARM. APR 17</u>	04/17/2017	4.76	.00	<u>21-6090 FARM EXPENDITURES</u>	0	6/17		
Total 136258:						4.76	.00					
470	PARTS, INC.	136985	5523	<u>HYDRAULIC HOSE FOR WHEEL LINES. C MCDANIELS.FARM. APR 17</u>	04/26/2017	23.97	.00	<u>21-6090 FARM EXPENDITURES</u>	0	6/17		
Total 136985:						23.97	.00					
470	PARTS, INC.	137942	5569	<u>HYDRAULIC HOSE FOR WHEEL LINES. C MCDANIELS. SEWER. MAY'17</u>	05/08/2017	25.44	.00	<u>21-6090 FARM EXPENDITURES</u>	0	6/17		
Total 137942:						25.44	.00					
470	PARTS, INC.	138156	5590	<u>TAIL LIGHTS FOR TRUCK #22. B.GILLOGLY. MAY'17 - WATER</u>	05/11/2017	22.60	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	6/17		
Total 138156:						22.60	.00					
470	PARTS, INC.	138236	5601	<u>OIL FILTER FOR TRUCK#30. B.GILLOGLY. MAY'17 - WATER</u>	05/12/2017	11.94	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	6/17		
470	PARTS, INC.	138236	5601	<u>SHOP RAGS AND CARB CLEANER FOR FLEET. B.GILLOGLY. MAY'17 - ADMIN</u>	05/12/2017	9.74	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	6/17		
470	PARTS, INC.	138236	5601	<u>SHOP RAGS AND CARB CLEANER FOR FLEET. B.GILLOGLY. MAY'17 - WATER</u>	05/12/2017	3.90	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	6/17		
470	PARTS, INC.	138236	5601	<u>SHOP RAGS AND CARB CLEANER FOR FLEET. B.GILLOGLY. MAY'17 - SEWER</u>	05/12/2017	3.90	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	6/17		
470	PARTS, INC.	138236	5601	<u>SHOP RAGS AND CARB CLEANER FOR FLEET. B.GILLOGLY. MAY'17 - P.I</u>	05/12/2017	1.94	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	6/17		

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Total 138236:						31.42	.00					
470	PARTS, INC.	138279	5605	<u>SPARK PLUGS FOR THE WEED EATER, B.GILLOGLY, JUN.'17</u>	05/12/2017	12.87	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	6/17		
Total 138279:						12.87	.00					
470	PARTS, INC.	138405	5606	<u>BRAKE PADS FOR TRUCK #20, B.GILLOGLY, MAY'17</u>	05/15/2017	40.96	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	1004	6/17		
Total 138405:						40.96	.00					
470	PARTS, INC.	139172	5648	<u>TUNE UP KIT FOR TRUCK #6, B.GILLOGLY, MAY'17</u>	05/24/2017	96.11	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	6/17		
Total 139172:						96.11	.00					
470	PARTS, INC.	139850	5680	<u>HOSE CLAMPS, J.MORFIN, JUN.'17</u>	06/01/2017	4.88	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	6/17		
Total 139850:						4.88	.00					
470	PARTS, INC.	140142	5693	<u>HYDRAULIC HOSE FOR WHEEL LINES AT FARM, C.MCDANIELS, JUNE 17</u>	06/05/2017	23.09	.00	<u>21-6090 FARM EXPENDITURES</u>	0	6/17		
Total 140142:						23.09	.00					
Total PARTS, INC.:						227.03	.00					
<b>PEAK ALARM COMPANY, INC</b>												
1021	PEAK ALARM COMPANY, INC	813761		<u>SERVICE CALL AT DANSKIN WELL, REPLACED SLA BATTERY, MAY'17</u>	05/31/2017	116.00	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	6/17		

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
1021	PEAK ALARM COMPANY, INC	813761		<u>SERVICE CALL AT DANSKIN WELL, REPLACED SLA BATTERY, MAY'17</u>	05/31/2017	29.00	.00	<u>25-6140 MAINT &amp; REPAIR BUILDING</u>	0	6/17		
Total 813761:						145.00	.00					
1021	PEAK ALARM COMPANY, INC	814435		<u>SERVICE CALL AT SNOWHAWK WELL, REPLACED LITHIUM BATTERY PLUS LABOR, JUN.'17</u>	06/09/2017	172.80	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	6/17		
1021	PEAK ALARM COMPANY, INC	814435		<u>SERVICE CALL AT SNOWHAWK WELL, REPLACED LITHIUM BATTERY PLUS LABOR, JUN.'17</u>	06/09/2017	43.20	.00	<u>25-6140 MAINT &amp; REPAIR BUILDING</u>	0	6/17		
Total 814435:						216.00	.00					
Total PEAK ALARM COMPANY, INC:						361.00	.00					
<b>PIPECO, INC</b>												
55	PIPECO, INC	S2679988.001	5612	<u>GATE FOR LINDER G.I REPAIR, R.FORD, MAY'16</u>	05/15/2017	49.85	.00	<u>25-6115 MAINT &amp; REPAIR-SYSTEM-GRAVITY</u>	0	6/17		
Total S2679988.001:						49.85	.00					
Total PIPECO, INC:						49.85	.00					
<b>REXEL, INC.</b>												
1613	REXEL, INC.	N102495	5630	<u>RETRO FIT LIGHTS FOR SENIOR CENTER, B.BACHMAN, MAY'17</u>	05/19/2017	3,366.50	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1076	6/17		
Total N102495:						3,366.50	.00					
Total REXEL, INC.:						3,366.50	.00					
<b>RIDGEWOOD ENTERPRISES, INC</b>												
1728	RIDGEWOOD ENTERPRISES, INC	099270011		<u>CHAINSAW BAR AND OIL, MAR.'17</u>	03/06/2017	139.39	.00	<u>01-6142 MAINT. &amp; REPAIR-EQUIPMENT</u>	1004	6/17		

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Total 099270011:						139.39	.00					
Total RIDGEWOOD ENTERPRISES, INC:						139.39	.00					
<b>RIDLEY'S FOOD CORP</b>												
1673	RIDLEY'S FOOD CORP	009000140938	5629	<u>SCALES FOR LAGOONS AIR LINES, T.FLEMING, MAY'17</u>	05/18/2017	18.98	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	6/17		
Total 009000140938-448:						18.98	.00					
Total RIDLEY'S FOOD CORP:						18.98	.00					
<b>ROCKY MOUNTAIN TURF &amp; INDUSTRI</b>												
478	ROCKY MOUNTAIN TURF & INDUSTRI	T59060	5701	<u>MULCH BLADES FOR MOWERS, B.GILLOGLY, MAY'17 - PARKS</u>	05/30/2017	254.17	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	6/17		
Total T59060:						254.17	.00					
Total ROCKY MOUNTAIN TURF & INDUSTRI:						254.17	.00					
<b>SALUTE VENTURES INC</b>												
1880	SALUTE VENTURES INC	12213		<u>10 SHORT SLEEVE (5-LG, 5-XL) T-SHIRTS, 4 LONG SLEEVED (2-LG, 2-XL) T-SHIRTS, 10 SHORT SLEEVED (5-XXL, 5-XXXL) T-SHIRTS, 14 MESH CAPS, (B.WITHROW, J.CRUMPTON, M.MEADE, J.MORFIN, 3 SEASONALS - PARKS</u>	04/13/2017	494.50	.00	<u>01-6285 UNIFORMS</u>	1004	6/17		
1880	SALUTE VENTURES INC	12213		<u>1 MESH HAT W/EMBROIDERY, B.BACHMAN - ADMIN</u>	04/13/2017	3.81	.00	<u>01-6285 UNIFORMS</u>	0	6/17		
1880	SALUTE VENTURES INC	12213		<u>1 MESH HAT W/EMBROIDERY, B.BACHMAN - PARKS</u>	04/13/2017	8.39	.00	<u>01-6285 UNIFORMS</u>	1004	6/17		
1880	SALUTE VENTURES INC	12213		<u>1 MESH HAT W/EMBROIDERY, B.BACHMAN - BUILDING INSPECTION</u>	04/13/2017	1.53	.00	<u>01-6285 UNIFORMS</u>	1005	6/17		

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
1880	SALUTE VENTURES INC	12213		<u>1 MESH HAT W/EMBROIDERY, B.BACHMAN - WATER</u>	04/13/2017	.61	.00	<u>20-6285 UNIFORMS EXPENSE</u>	0	6/17		
1880	SALUTE VENTURES INC	12213		<u>1 MESH HAT W/EMBROIDERY, B.BACHMAN - SEWER</u>	04/13/2017	.61	.00	<u>21-6285 UNIFORMS EXPENSE</u>	0	6/17		
1880	SALUTE VENTURES INC	12213		<u>1 MESH HAT W/EMBROIDERY, B.BACHMAN - P.I</u>	04/13/2017	.30	.00	<u>25-6285 UNIFORMS EXPENSE</u>	0	6/17		
1880	SALUTE VENTURES INC	12213		<u>5 (XL) T-SHIRTS, 2 (XL) LONG SLEEVED T-SHIRTS, B.GILLOGLY, PARKS</u>	04/13/2017	67.95	.00	<u>01-6285 UNIFORMS</u>	1004	6/17		
1880	SALUTE VENTURES INC	12213		<u>5 (XL) T-SHIRTS, 2 (XL) LONG SLEEVED T-SHIRTS, B.GILLOGLY, WATER</u>	04/13/2017	3.02	.00	<u>20-6285 UNIFORMS EXPENSE</u>	0	6/17		
1880	SALUTE VENTURES INC	12213		<u>5 (XL) T-SHIRTS, 2 (XL) LONG SLEEVED T-SHIRTS, B.GILLOGLY, SEWER</u>	04/13/2017	3.02	.00	<u>21-6285 UNIFORMS EXPENSE</u>	0	6/17		
1880	SALUTE VENTURES INC	12213		<u>5 (XL) T-SHIRTS, 2 (XL) LONG SLEEVED T-SHIRTS, B.GILLOGLY, P.I</u>	04/13/2017	1.51	.00	<u>25-6285 UNIFORMS EXPENSE</u>	0	6/17		
Total 12213:						585.25	.00					
Total SALUTE VENTURES INC:						585.25	.00					
<b>SWANK MOTION PICTURES INC</b>												
1877	SWANK MOTION PICTURES INC	DB 2346092		<u>MOANA, MOVIES IN THE PARK, JUN.'17</u>	06/01/2017	385.00	.00	<u>03-6375 EXPENDITURE- MOVIES IN THE PAR</u>	0	6/17		
Total DB 2346092:						385.00	.00					
Total SWANK MOTION PICTURES INC:						385.00	.00					
<b>THE JORDEL COMPANY</b>												
1523	THE JORDEL COMPANY	00000015604	5552	<u>ELECTRICAL STICKERS, ROUGH ELECTRICAL PASSES, INSPECTORS, P&amp;Z, MAY 17</u>	05/06/2017	58.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	6/17		

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Total 00000015604:						58.00	.00					
Total THE JORDEL COMPANY:						58.00	.00					
<b>TREASURE VALLEY COFFEE</b>												
992	TREASURE VALLEY COFFEE	2160:05041588	5711	<u>8 BOTTLES OF WATER AND A COOLER RENTAL FOR MAINTENANCE SHOP, JUN.'17</u>	06/09/2017	53.60	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	6/17		
Total 2160:05041588:						53.60	.00					
992	TREASURE VALLEY COFFEE	2160:05062269	5695	<u>3 CANNISTERS CREAMER, CITY HALL, JUN'17</u>	06/06/2017	5.40	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	6/17		
Total 2160:05062269:						5.40	.00					
Total TREASURE VALLEY COFFEE:						59.00	.00					
<b>U.S. BANK (VISA)</b>												
1444	U.S. BANK (VISA)	104371330101	5616	<u>HOME DEPOT, HYBRID TRANSFER PUMP FOR IRRIGATION FIXES, LITHIUM BATTERY, B.WITHROW, MAY'17</u>	05/12/2017	198.98	.00	<u>01-6175 SMALL TOOLS</u>	1004	6/17		
Total 10437133010193742991:						198.98	.00					
1444	U.S. BANK (VISA)	310671160837		<u>BUILDING MEDIA, INTERNATIONAL CODE COUNCIL, CERTIFICATION CLASS, J.ADAMS</u>	04/26/2017	79.00	.00	<u>01-6265 TRAINING &amp; SCH00LING</u>	1005	6/17		
Total 31067116083700257384:						79.00	.00					
1444	U.S. BANK (VISA)	310671440267	5644	<u>CPA LICENSE RENEWAL - IDAHO STATE BOARD OF ACCOUNTANCY</u>	05/24/2017	30.00	.00	<u>01-6075 DUES &amp; MEMBERSHIPS</u>	0	6/17		

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1444	U.S. BANK (VISA)	310671440267	5644	<u>CPA LICENSE RENEWAL - IDAHO STATE BOARD OF ACCOUNTANCY</u>	05/24/2017	39.60	.00	<u>20-6075 DUES &amp; MEMBERSHIPS</u>	0	6/17		
1444	U.S. BANK (VISA)	310671440267	5644	<u>CPA LICENSE RENEWAL - IDAHO STATE BOARD OF ACCOUNTANCY</u>	05/24/2017	39.60	.00	<u>21-6075 DUES &amp; MEMBERSHIPS</u>	0	6/17		
1444	U.S. BANK (VISA)	310671440267	5644	<u>CPA LICENSE RENEWAL - IDAHO STATE BOARD OF ACCOUNTANCY</u>	05/24/2017	10.80	.00	<u>25-6075 DUES &amp; MEMBERSHIPS EXPENSE</u>	0	6/17		
Total 31067144026718911316:						120.00	.00					
1444	U.S. BANK (VISA)	316871300140	5594	<u>DISCOUNT MUGS.COM, WATER BOTTLES FOR RANGER PROGRAM, B WITHROW, PARKS, MAY 17</u>	05/10/2017	152.60	.00	<u>01-6265 TRAINING &amp; SCHOOLING</u>	1086	6/17		
Total 31687130014000662105:						152.60	.00					
1444	U.S. BANK (VISA)	921571158947	5431	<u>WILLIAM FRICKE &amp; CO. ID TAGS FOR OUR FIBER ON THE POLES, M.BORZICK, APR.'17 - WATER</u>	04/25/2017	109.73	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	0	6/17		
1444	U.S. BANK (VISA)	921571158947	5431	<u>WILLIAM FRICKE &amp; CO. ID TAGS FOR OUR FIBER ON THE POLES, M.BORZICK, APR.'17 - SEWER</u>	04/25/2017	109.73	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	6/17		
1444	U.S. BANK (VISA)	921571158947	5431	<u>WILLIAM FRICKE &amp; CO. ID TAGS FOR OUR FIBER ON THE POLES, M.BORZICK, APR.'17 - P.I</u>	04/25/2017	41.79	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	6/17		
Total 92157115894793176224:						261.25	.00					
1444	U.S. BANK (VISA)	921571168948		<u>PAYPAL, INTERMOUNTAIN BUILDING OPERATORS ASSOCIATION CONVENTION, B.BACHMAN - ADMIN</u>	04/26/2017	25.00	.00	<u>01-6265 TRAINING &amp; SCHOOLING</u>	0	6/17		

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1444	U.S. BANK (VISA)	921571168948		<u>PAYPAL, INTERMOUNTAIN BUILDING OPERATORS ASSOCIATION CONVENTION, B.BACHMAN - PARKS</u>	04/26/2017	55.00	.00	<u>01-6265 TRAINING &amp; SCH00LING</u>	1004	6/17		
1444	U.S. BANK (VISA)	921571168948		<u>PAYPAL, INTERMOUNTAIN BUILDING OPERATORS ASSOCIATION CONVENTION, B.BACHMAN - BUILDING INSPECTION</u>	04/26/2017	10.00	.00	<u>01-6265 TRAINING &amp; SCH00LING</u>	1005	6/17		
1444	U.S. BANK (VISA)	921571168948		<u>PAYPAL, INTERMOUNTAIN BUILDING OPERATORS ASSOCIATION CONVENTION, B.BACHMAN - WATER</u>	04/26/2017	4.00	.00	<u>20-6265 TRAINING &amp; SCH00LING EXPENSE</u>	0	6/17		
1444	U.S. BANK (VISA)	921571168948		<u>PAYPAL, INTERMOUNTAIN BUILDING OPERATORS ASSOCIATION CONVENTION, B.BACHMAN - SEWER</u>	04/26/2017	4.00	.00	<u>21-6265 TRAINING &amp; SCH00LING EXPENSE</u>	0	6/17		
1444	U.S. BANK (VISA)	921571168948		<u>PAYPAL, INTERMOUNTAIN BUILDING OPERATORS ASSOCIATION CONVENTION, B.BACHMAN - P.I</u>	04/26/2017	2.00	.00	<u>25-6265 TRAINING &amp; SCH00LING EXPENSE</u>	0	6/17		
1444	U.S. BANK (VISA)	921571168948		<u>PAYPAL, INTERMOUNTAIN BUILDING OPERATORS ASSOCIATION CONVENTION, C.OSWALD, PARKS</u>	04/26/2017	100.00	.00	<u>01-6265 TRAINING &amp; SCH00LING</u>	1004	6/17		
Total 92157116894817665185:						200.00	.00					
1444	U.S. BANK (VISA)	921571357402	5614	<u>CAKE FOR GORDON LAW RETIREMENT CELEBRATION - CAKE CREATIPONS BY SANDY - A. WELKER</u>	05/15/2017	67.50	.00	<u>01-6155 MEETINGS/COMMI TTEES</u>	1032	6/17		
1444	U.S. BANK (VISA)	921571357402	5614	<u>CAKE FOR GORDON LAW RETIREMENT CELEBRATION - CAKE CREATIPONS BY SANDY - A. WELKER</u>	05/15/2017	3.00	.00	<u>20-6155 MEETINGS/COMMI TTEES</u>	1032	6/17		
1444	U.S. BANK (VISA)	921571357402	5614	<u>CAKE FOR GORDON LAW RETIREMENT CELEBRATION - CAKE CREATIPONS BY SANDY - A. WELKER</u>	05/15/2017	3.00	.00	<u>21-6155 MEETINGS/COMMI TTEES</u>	1032	6/17		

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1444	U.S. BANK (VISA)	921571357402	5614	<u>CAKE FOR GORDON LAW RETIREMENT CELEBRATION - CAKE CREATIPONS BY SANDY - A. WELKER</u>	05/15/2017	1.50	.00	<u>25-6155 MEETING/COMMIT TEES</u>	1032	6/17		
Total 92157135740209673948:						75.00	.00					
1444	U.S. BANK (VISA)	921671200000		<u>AMAZON.COM, PET WASTE DISPOSAL BAGS, PARKS</u>	04/30/2017	41.52	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	6/17		
Total 92167120000076280986:						41.52	.00					
1444	U.S. BANK (VISA)	921671300005	5547	<u>AMAZON.COM, CHAIR FOR A.CONTI, MAY'17 - ADMIN</u>	05/10/2017	27.50	.00	<u>01-6175 SMALL TOOLS</u>	0	6/17		
1444	U.S. BANK (VISA)	921671300005	5547	<u>AMAZON.COM, CHAIR FOR A.CONTI, MAY'17 - WATER</u>	05/10/2017	36.30	.00	<u>20-6175 SMALL TOOLS</u>	0	6/17		
1444	U.S. BANK (VISA)	921671300005	5547	<u>AMAZON.COM, CHAIR FOR A.CONTI, MAY'17 - SEWER</u>	05/10/2017	36.30	.00	<u>21-6175 SMALL TOOLS</u>	0	6/17		
1444	U.S. BANK (VISA)	921671300005	5547	<u>AMAZON.COM, CHAIR FOR A.CONTI, MAY'17 - P.I</u>	05/10/2017	9.89	.00	<u>25-6175 SMALL TOOLS</u>	0	6/17		
Total 92167130000545975263:						109.99	.00					
1444	U.S. BANK (VISA)	921671360000	5607	<u>INTERNATIONAL CODE COUNCIL, BOOK AND TABS FOR J.ADAMS, MAY'17</u>	05/16/2017	128.50	.00	<u>01-6265 TRAINING &amp; SCH00LING</u>	1005	6/17		
Total 92167136000061050693:						128.50	.00					
1444	U.S. BANK (VISA)	939871320833	5716	<u>ANYTIME PROMOS, WHISTLE KEY LIGHTS WITH COMPASS, FOR RANGER RPOGRAM, B.WITHROW, JUN.'17</u>	05/12/2017	223.38	.00	<u>01-6265 TRAINING &amp; SCH00LING</u>	1086	6/17		
Total 93987132083309160041:						223.38	.00					

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1444	U.S. BANK (VISA)	939871390830		<u>ANYPROMO.COM. COUPON APPLIED TO PREVIOUS CHARGE FOR RANGER PROGRAM</u>	05/19/2017	-30.00	.00	<u>01-6265 TRAINING &amp; SCHOOLING</u>	1086	6/17		
Total 93987139083003657399:						-30.00	.00					
1444	U.S. BANK (VISA)	990071222950	5581	<u>BEST BUY. 2 EA TWO WAY RADIOS FOR SPRINKLER REPAIRS. B WITHROW. PARKS. MAY 17</u>	05/02/2017	69.99	.00	<u>01-6175 SMALL TOOLS</u>	1004	6/17		
Total 99007122295005020790:						69.99	.00					
Total U.S. BANK (VISA):						1,630.21	.00					
<b>UNITED OIL</b>												
316	UNITED OIL	476863	5705	<u>MEROPA OIL FOR OIL CHANGE ON EQUIPMENT. M NADEAU. JUN.'17 - SEWER</u>	06/07/2017	300.71	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
Total 476863:						300.71	.00					
Total UNITED OIL:						300.71	.00					
<b>USA BLUE BOOK</b>												
265	USA BLUE BOOK	262676	5631	<u>NITRILE DISPOSABLE GLOVES (M, L, &amp; XL). PLUS SHIPPING. T.SHAFFER, MAY'17</u>	05/18/2017	383.12	.00	<u>21-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	6/17		
265	USA BLUE BOOK	262676	5631	<u>PIPET TIPS PLUS SHIPPING. T.SHAFFER</u>	05/18/2017	210.47	.00	<u>21-6152 M &amp; R - LABORATORY COSTS</u>	0	6/17		
265	USA BLUE BOOK	262676	5631	<u>GREASELESS LUBRICANT PLUS SHIPPING. T.SHAFFER</u>	05/18/2017	59.88	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
Total 262676:						653.47	.00					

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Total USA BLUE BOOK:						653.47	.00					
<b>UTILITY REFUNDS #3</b>												
1863	UTILITY REFUNDS #3	110492.01		<u>JASON SPRUTE, 210 E BOISE ST, UTILITY REFUND</u>	05/26/2017	32.29	.00	<u>99-1075 Utility Cash Clearing</u>	0	6/17		
Total 110492.01:						32.29	.00					
1863	UTILITY REFUNDS #3	111220.03		<u>ZACHARY LANCASTER, 722 N QUARTER MOON AVE, UTILITY REFUND</u>	06/05/2017	33.10	.00	<u>99-1075 Utility Cash Clearing</u>	0	6/17		
Total 111220.03:						33.10	.00					
1863	UTILITY REFUNDS #3	111400.01		<u>DANIEL FLORENCE, 696 N MOONGLOW AVE, UTILITY REFUND</u>	06/12/2017	63.35	.00	<u>99-1075 Utility Cash Clearing</u>	0	6/17		
Total 111400.01:						63.35	.00					
1863	UTILITY REFUNDS #3	121565.02		<u>ADAM SCHREIBER, 863 N CRANESBILL AVE, UTILITY REFUND</u>	05/31/2017	44.17	.00	<u>99-1075 Utility Cash Clearing</u>	0	6/17		
Total 121565.02:						44.17	.00					
1863	UTILITY REFUNDS #3	121770.04		<u>BROCK PAIGE, 887 N CORNFLOWER AVE, UTILITY REFUND</u>	06/05/2017	148.29	.00	<u>99-1075 Utility Cash Clearing</u>	0	6/17		
Total 121770.04:						148.29	.00					
1863	UTILITY REFUNDS #3	130430.01		<u>TYANNE MILLER, 1428 W RYEGRASS CT, UTILITY REFUND</u>	06/12/2017	52.55	.00	<u>99-1075 Utility Cash Clearing</u>	0	6/17		
Total 130430.01:						52.55	.00					

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1863	UTILITY REFUNDS #3	161070.03		<u>AMY RICE, 367 W CASE ST, UTILITY REFUND</u>	05/31/2017	15.57	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 161070.03:						15.57	.00					
1863	UTILITY REFUNDS #3	170535.01		<u>DOUGLAS YOUNG, 1895 W YUKON DR, UTILITY REFUND</u>	05/31/2017	126.85	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 170535.01:						126.85	.00					
1863	UTILITY REFUNDS #3	172080.01		<u>CBH, 759 S LANDORE AVE, UTILITY REFUND</u>	05/26/2017	61.45	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 172080.01:						61.45	.00					
1863	UTILITY REFUNDS #3	173275.01		<u>SIMPLICITY HOMES, 565 S ROCKER AVE, UTILITY REFUND</u>	05/26/2017	44.93	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 173275.01:						44.93	.00					
1863	UTILITY REFUNDS #3	175005.01A		<u>CBH, 1506 W BAYHORSE ST, UTILITY REFUND</u>	05/26/2017	61.81	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 175005.01A:						61.81	.00					
1863	UTILITY REFUNDS #3	181070.03		<u>BRIAN CLIFF, 1322 W SACRAMENTO ST, UTILITY REFUND</u>	05/26/2017	73.37	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 181070.03:						73.37	.00					
1863	UTILITY REFUNDS #3	200140.01		<u>DAVID W GOWER, 160 E BAY OWL DR, UTILITY REFUND</u>	05/26/2017	78.21	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 200140.01:						78.21	.00					

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1863	UTILITY REFUNDS #3	200485.02		<u>JERREN SUMMERS, 132 E SNOWY OWL ST. UTILITY REFUND</u>	05/31/2017	29.23	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 200485.02:						29.23	.00					
1863	UTILITY REFUNDS #3	221300.01		<u>CBH, 1074 S TOMEN AVE. UTILITY REFUND</u>	05/31/2017	49.21	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 221300.01:						49.21	.00					
1863	UTILITY REFUNDS #3	221305.02		<u>ALAN AMUNDSON, 1052 S TOMEN AVE. UTILITY REFUND</u>	06/08/2017	88.94	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 221305.02:						88.94	.00					
1863	UTILITY REFUNDS #3	221320.01		<u>CBH, 1055 S PENMARK AVE. UTILITY REFUND</u>	05/31/2017	34.07	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 221320.01:						34.07	.00					
1863	UTILITY REFUNDS #3	221370.01A		<u>CBH, 1090 S PENMARK AVE. UTILITY REFUND</u>	05/26/2017	47.06	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 221370.01A:						47.06	.00					
1863	UTILITY REFUNDS #3	230540.03		<u>AMBER ENOCHSON, 628 S GLENN BROOK PL. UTILITY REFUND</u>	05/31/2017	70.46	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 230540.03:						70.46	.00					
1863	UTILITY REFUNDS #3	230570.04		<u>JOHN KAMINSKI, 657 S GLENN BROOK PL. UTILITY REFUND</u>	05/31/2017	171.27	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 230570.04:						171.27	.00					

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1863	UTILITY REFUNDS #3	230605.02		<u>KENT JENNINGS, 597 W OMPHALE ST. UTILITY REFUND</u>	05/26/2017	4.38	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 230605.02:						4.38	.00					
1863	UTILITY REFUNDS #3	230650.02		<u>BRADLY ORCHARD, 580 W WILLOW DALE WAY, UTILITY REFUND</u>	06/12/2017	5.46	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 230650.02:						5.46	.00					
1863	UTILITY REFUNDS #3	250170.01		<u>ROBERT ROBBINS, 246 W TROY ST. UTILITY REFUND</u>	05/31/2017	98.30	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 250170.01:						98.30	.00					
1863	UTILITY REFUNDS #3	250680.02		<u>KENNITH MALY, 859 S JAKE AVE. UTILITY REFUND</u>	05/31/2017	44.29	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 250680.02:						44.29	.00					
1863	UTILITY REFUNDS #3	252090.02		<u>ANNA MAE WILLIAMSON, 1097 S CHALKBOARD PL. UTILITY REFUND</u>	05/31/2017	81.33	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 252090.02:						81.33	.00					
1863	UTILITY REFUNDS #3	260050.02		<u>DAVID SON, 2492 W CERULEAN DR, UTILITY REFUND</u>	05/31/2017	72.68	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 260050.02:						72.68	.00					
1863	UTILITY REFUNDS #3	264130.01		<u>CBH, 1916 N BLUSH AVE, UTILITY REFUND</u>	05/26/2017	56.87	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 264130.01:						56.87	.00					

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1863	UTILITY REFUNDS #3	264385.01		<u>CBH, 1946 W TURQUOISE DR, UTILITY REFUND</u>	05/31/2017	58.43	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 264385.01:						58.43	.00					
1863	UTILITY REFUNDS #3	264505.01		<u>CBH, 1896 W MELON DR, UTILITY REFUND</u>	06/12/2017	36.39	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 264505.01:						36.39	.00					
1863	UTILITY REFUNDS #3	264850.02		<u>LEVI MILBURN, 2131 N FIREBRICK DR, UTILITY REFUND</u>	05/31/2017	37.99	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 264850.02:						37.99	.00					
1863	UTILITY REFUNDS #3	278009.01		<u>CBH, 2851 W GINGER GOLD DR, UTILITY REFUND</u>	05/31/2017	66.18	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 278009.01:						66.18	.00					
1863	UTILITY REFUNDS #3	300415.04		<u>DANIEL J GREENLEAF, 2564 N KRISTY AVE, UTILITY REFUND</u>	05/31/2017	24.55	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 300415.04:						24.55	.00					
1863	UTILITY REFUNDS #3	300565.02		<u>JARED LAW, 2651 N HOSE GULCH AVE, UTILITY REFUND</u>	05/31/2017	13.64	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 300565.02:						13.64	.00					
1863	UTILITY REFUNDS #3	30580.02A		<u>MICHAEL HILL, 320 S ASH AVE, UTILITY REFUND</u>	05/26/2017	81.63	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 30580.02A:						81.63	.00					

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1863	UTILITY REFUNDS #3	310133.01		<u>TOLL BROTHERS, 9420 S COPELAND PL. UTILITY REFUND</u>	05/26/2017	47.98	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 310133.01:						47.98	.00					
1863	UTILITY REFUNDS #3	32020.02		<u>ADAM LLEWELLYN, 1164 W ASHWOOD CT. UTILITY REFUND</u>	05/31/2017	11.45	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 32020.02:						11.45	.00					
1863	UTILITY REFUNDS #3	70530.02A		<u>TURBO FITNESS, 662 W MENDI PL. UTILITY REFUND</u>	05/26/2017	70.00	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 70530.02A:						70.00	.00					
1863	UTILITY REFUNDS #3	90680.01		<u>DONNA NIFFEN, 1136 W GOLD ST. UTILITY REFUND</u>	05/31/2017	13.64	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 90680.01:						13.64	.00					
Total UTILITY REFUNDS #3:						2,151.37	.00					
<b>VALLI INFORMATION SYSTEMS, INC</b>												
857	VALLI INFORMATION SYSTEMS, INC	41900		<u>ESTATEMENT AND POSTAGE FOR MAY BILLING - ADMIN</u>	05/31/2017	987.56	.00	01-6190 POSTAGE & BILLING	0	6/17		
857	VALLI INFORMATION SYSTEMS, INC	41900		<u>ESTATEMENT AND POSTAGE FOR MAY BILLING - WATER</u>	05/31/2017	1,551.87	.00	20-6190 POSTAGE & BILLING	0	6/17		
857	VALLI INFORMATION SYSTEMS, INC	41900		<u>ESTATEMENT AND POSTAGE FOR MAY BILLING - SEWER</u>	05/31/2017	1,551.87	.00	21-6190 POSTAGE & BILLING	0	6/17		
857	VALLI INFORMATION SYSTEMS, INC	41900		<u>ESTATEMENT AND POSTAGE FOR MAY BILLING -P.I</u>	05/31/2017	611.35	.00	25-6190 POSTAGE & BILLING	0	6/17		
Total 41900:						4,702.65	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
857	VALLI INFORMATION SYSTEMS, INC	41901		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR MAY'17 - ADMIN</u>	05/31/2017	53.15	.00	<u>01-6190 POSTAGE &amp; BILLING</u>	0	6/17		
857	VALLI INFORMATION SYSTEMS, INC	41901		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR MAY'17 - WATER</u>	05/31/2017	83.52	.00	<u>20-6190 POSTAGE &amp; BILLING</u>	0	6/17		
857	VALLI INFORMATION SYSTEMS, INC	41901		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR MAY'17 - SEWER</u>	05/31/2017	83.52	.00	<u>21-6190 POSTAGE &amp; BILLING</u>	0	6/17		
857	VALLI INFORMATION SYSTEMS, INC	41901		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR MAY'17 - P.I</u>	05/31/2017	32.91	.00	<u>25-6190 POSTAGE &amp; BILLING</u>	0	6/17		
Total 41901:						253.10	.00					
Total VALLI INFORMATION SYSTEMS, INC:						4,955.75	.00					
<b>VERIZON WIRELESS</b>												
1575	VERIZON WIRELESS	9786609491		<u>CELL PHONE SERVICE, 4/29/17-5/28/17 - ADMIN</u>	05/28/2017	62.08	.00	<u>01-6255 TELEPHONE</u>	0	6/17		
1575	VERIZON WIRELESS	9786609491		<u>CELL PHONE SERVICE, 4/29/17-5/28/17 - PARKS</u>	05/28/2017	354.76	.00	<u>01-6255 TELEPHONE</u>	1004	6/17		
1575	VERIZON WIRELESS	9786609491		<u>CELL PHONE SERVICE, 4/29/17-5/28/17 - BUILDING INSPECTION</u>	05/28/2017	53.21	.00	<u>01-6255 TELEPHONE</u>	1005	6/17		
1575	VERIZON WIRELESS	9786609491		<u>CELL PHONE SERVICE, 4/29/17-5/28/17 - WATER</u>	05/28/2017	274.05	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	6/17		
1575	VERIZON WIRELESS	9786609491		<u>CELL PHONE SERVICE, 4/29/17-5/28/17 - SEWER</u>	05/28/2017	336.13	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	6/17		
1575	VERIZON WIRELESS	9786609491		<u>CELL PHONE SERVICE, 4/29/17-5/28/17 - P.I</u>	05/28/2017	72.73	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	6/17		
Total 9786609491:						1,152.96	.00					

City of Kuna

## Payment Approval Report - City Council Approval

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Report dates: 6/2/2017-6/15/2017

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1575	VERIZON WIRELESS	9786698027		<u>TABLET SERVICE, 5/2/17-6/1/17, ADMIN</u>	06/01/2017	3.97	.00	<u>01-6255 TELEPHONE</u>	0	6/17		
1575	VERIZON WIRELESS	9786698027		<u>TABLET SERVICE, 5/2/17-6/1/17 - PARKS</u>	06/01/2017	8.73	.00	<u>01-6255 TELEPHONE</u>	1004	6/17		
1575	VERIZON WIRELESS	9786698027		<u>TABLET SERVICE, 5/2/17-6/1/17 - BUILDING INSPECTION</u>	06/01/2017	17.46	.00	<u>01-6255 TELEPHONE</u>	1005	6/17		
1575	VERIZON WIRELESS	9786698027		<u>TABLET SERVICE, 5/2/17-6/1/17 - WATER</u>	06/01/2017	38.72	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	6/17		
1575	VERIZON WIRELESS	9786698027		<u>TABLET SERVICE, 5/2/17-6/1/17 - SEWER</u>	06/01/2017	48.24	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	6/17		
1575	VERIZON WIRELESS	9786698027		<u>TABLET SERVICE, 5/2/17-6/1/17 - P.I</u>	06/01/2017	9.84	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	6/17		
Total 9786698027:						126.96	.00					
Total VERIZON WIRELESS:						1,279.92	.00					
<b>VICTORY GREENS</b>												
364	VICTORY GREENS	414889	5688	<u>SENIOR CENTER LANDSCAPING REPAIRS, TIMBER AND ROCK, J.CRUMPTON, JUN.'17</u>	06/01/2017	278.48	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1001	6/17		
Total 414889:						278.48	.00					
Total VICTORY GREENS:						278.48	.00					
<b>WESTERN RECORDS DESTRUCTION, INC.</b>												
1633	WESTERN RECORDS DESTRUCTION, INC.	0356236		<u>RECORDS DESTRUCTION - 5/1/17-5/31/17 - ADMIN</u>	06/01/2017	7.00	.00	<u>01-6052 CONTRACT SERVICES</u>	0	6/17		
1633	WESTERN RECORDS DESTRUCTION, INC.	0356236		<u>RECORDS DESTRUCTION - 5/1/17-5/31/17 - P &amp; Z</u>	06/01/2017	2.25	.00	<u>01-6052 CONTRACT SERVICES</u>	1003	6/17		

City of Kuna

## Payment Approval Report - City Council Approval

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Report dates: 6/2/2017-6/15/2017

Jun 15, 2017 03:32PM

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
1633	WESTERN RECORDS DESTRUCTION, INC.	0356236		<u>RECORDS DESTRUCTION - 5/1/17-5/31/17 - WATER</u>	06/01/2017	6.63	.00	<u>20-6052 CONTRACT SERVICES</u>	0	6/17		
1633	WESTERN RECORDS DESTRUCTION, INC.	0356236		<u>RECORDS DESTRUCTION - 5/1/17-5/31/17 - SEWER</u>	06/01/2017	6.63	.00	<u>21-6052 CONTRACT SERVICES</u>	0	6/17		
1633	WESTERN RECORDS DESTRUCTION, INC.	0356236		<u>RECORDS DESTRUCTION - 5/1/17-5/31/17 - P.I</u>	06/01/2017	2.49	.00	<u>25-6052 CONTRACT SERVICES</u>	0	6/17		
Total 0356236:						25.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						25.00	.00					
<b>WESTERN STATES CHEM</b>												
274	WESTERN STATES CHEM	170925		<u>10 CASES NITRILE DISPOSABLE GLOVES (SIZE L), 10 CASES NITRILE DISPOSABLE GLOVES (SIZE XL), 1 CASE CAN LINERS, 12 EA STAINLESS STEEL CLEANER, 12 EA GERMICIDAL CLEANER, FOR CLEANING BATHROOMS AT PARKS, PLUS SHIPPING, MAY'17 - PARKS</u>	05/19/2017	600.73	.00	<u>01-6025 JANITORIAL</u>	1004	6/17		
274	WESTERN STATES CHEM	170925		<u>48 TUBES HIGH TEMP RED GREASE, 1 CASE DOGGY BAGS, 12 EA WASP-X, PLUS SHIPPING, MAY'17 - PARKS</u>	05/19/2017	465.73	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	6/17		
Total 170925:						1,066.46	.00					
Total WESTERN STATES CHEM:						1,066.46	.00					
<b>WEX BANK</b>												
1234	WEX BANK	49922522		<u>FUEL, MAY'17 - ADMIN</u>	05/31/2017	28.11	.00	<u>01-6300 FUEL</u>	0	6/17		
1234	WEX BANK	49922522		<u>FUEL, MAY'17 - P &amp; Z</u>	05/31/2017	6.89	.00	<u>01-6300 FUEL</u>	1003	6/17		
1234	WEX BANK	49922522		<u>FUEL, MAY'17 - PARKS</u>	05/31/2017	605.09	.00	<u>01-6300 FUEL</u>	1004	6/17		

City of Kuna

Payment Approval Report - City Council Approval  
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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1234	WEX BANK	49922522		<u>FUEL, MAY'17 - BUILDING INSPECTION</u>	05/31/2017	235.75	.00	<u>01-6300 FUEL</u>	1005	6/17		
1234	WEX BANK	49922522		<u>FUEL, MAY'17 - WATER</u>	05/31/2017	327.69	.00	<u>20-6300 FUEL</u>	0	6/17		
1234	WEX BANK	49922522		<u>FUEL, MAY'17 - SEWER</u>	05/31/2017	29.81	.00	<u>21-6300 FUEL</u>	0	6/17		
1234	WEX BANK	49922522		<u>FUEL, MAY'17 - P.I</u>	05/31/2017	89.38	.00	<u>25-6300 FUEL</u>	0	6/17		
Total 49922522:						1,322.72	.00					
Total WEX BANK:						1,322.72	.00					
Grand Totals:						398,686.34	196,491.94					

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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# City of Kuna

## City Council Memo

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

**To:** Kuna City Council

**Case Number:** 16-16-FP (Final Plat) - Greyhawk Subdivision No. 6

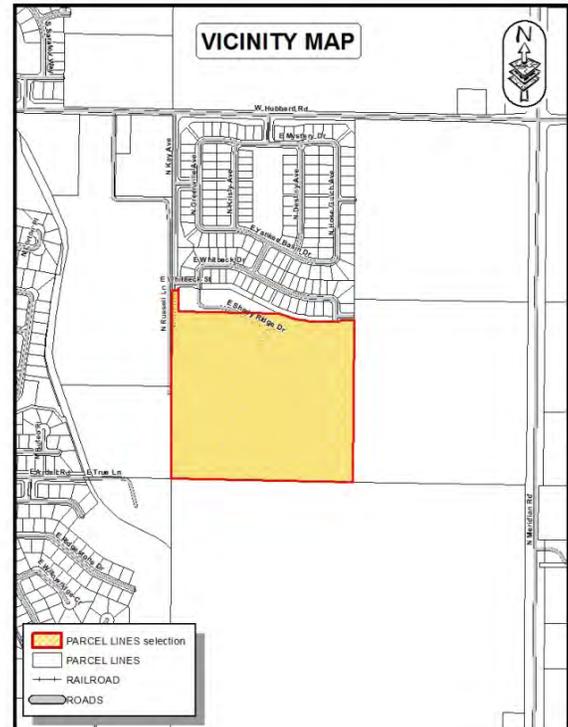
**Location:** 1550 feet South of Hubbard Road/East of Kay Avenue, Kuna, Idaho 83634

**Planner:** Trevor Kesner, Planner II

**Meeting Date:** June 20, 2017

**Applicant/  
Representative:** Hubble Homes  
c/o Kent Brown  
3161 E. Springwood Dr.  
Meridian ID, 83642  
208.871.6842  
[kentlkb@gmail.com](mailto:kentlkb@gmail.com)

**Owner:** Greyhawk Land Company, LLC  
701 S. Allen St., Ste. 104  
Meridian, ID 83642



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

1. The applicant is requesting Final Plat approval for the *sixth* phase of the *Greyhawk Subdivision*. The final plat for Greyhawk Subdivision No. 6 proposes twenty-one (21) residential building lots and three (3) common lots on a total of approximately 5.32 acres (Ada County Assessor Parcel No. S1313131670).
2. In accordance with KCC Title 6 Subdivision Regulations, this application seeks final plat approval for the Greyhawk Subdivision No. 6. The proposed final plat is in substantial conformance with the approved preliminary plat.

### B. Applicable Standards:

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

### C. Staff Analysis:

1. Staff has determined that the proposed final plat for the Greyhawk Subdivision No. 6 is in substantial conformance with the approved preliminary plat. Applicant shall secure all signatures on the final plat check-off list prior to requesting Kuna City Engineer's signature on the final plat Mylar.
2. According to the Kuna City Engineer, the final plat notes follow City of Kuna standards. Pending correction of some minor technical items, there appears to be no additional changes required on the submitted final plat.



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

### Final Plat Checklist

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

<b>Project name:</b> Greyhawk Subdivision No 6	<b>Applicant:</b> JERRY HESS
---	---------------------------------

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

Applicant (v)	Description	Staff (v)
X	Completed and signed Commission & Council Review Application.	✓
X	All pages of the proposed Final Plat.	
X	Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation and other public improvements.	
X	Approved Findings of Fact, Conclusions of Law for Preliminary Plat	
X	Proof of current ownership of the real property included in the proposed final plat and written consent of the record owners of the final plat (Affidavit of Legal Interest) for all interested parties involved.	
	Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved said final plat.	
X	A statement of conformance with the following information: ◊ The approved preliminary plat and meeting all requirements or conditions. ◊ The acceptable engineering practices and local standards.	
X	Any proposed restrictive covenants and/or deed restrictions, and homeowners' association documents.	
X	The final plat shall include and be in compliance with all items required under title 50, chapter 13 of the Idaho Code.	

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

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

RECEIVED  
12-8-16



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)	16-16-FP
Project name	Greyhawk FP #6
Date Received	12-8-16
Date Accepted/ Complete	
Cross Reference Files	Greyhawk Pre-Plat
Commission Hearing Date	N/A
City Council Hearing Date	

#### Contact/Applicant Information

Owners of Record: JERRY HESS	Phone Number: 208-695-2000
Address: 519 E KARCHER RD	E-Mail: PSMITH@HUBBLEHOMES.COM
City, State, Zip: NAMPA, IDAHO 83687	Fax #: _____
Applicant (Developer): HUBBLE HOMES	Phone Number: 208-695-2000
Address: 701 ALLEN ST STE 104	E-Mail: PSMITH@HUBBLEHOMES.COM
City, State, Zip: MERIDIAN IDAHO 83642	Fax #: _____
Engineer/Representative: KENT BROWN	Phone Number: 208-871-6842
Address: 3161 E SPRINGWOOD DR	E-Mail: kentkb@gmail.com
City, State, Zip: MERIDIAN IDAHO 83642	Fax #: _____

#### Subject Property Information

Site Address: S. KAY	
Site Location (Cross Streets): 1550FT SOUTH OF HUBBARD RD ON THE EASTSIDE OF KAY	
Parcel Number (s): S1313131670	
Section, Township, Range: 13/2N/1W	
Property size : 5.32AC	
Current land use: VACANT	Proposed land use: RESIDENTIAL
Current zoning district: R-6	Proposed zoning district: R-6

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12-8-16

A2-a

**Project Description**

Project / subdivision name: <u>Greyhawk Subdivision No 6</u>
General description of proposed project / request: <u>RESIDENTIAL SUBDIVISION WITH 3 COMMON LOTS AND 21 SINGLE FAMILY LOTS</u>
Type of use proposed (check all that apply):
<input checked="" type="checkbox"/> Residential <u>21 SINGLE FAMILY LOTS</u>
<input type="checkbox"/> Commercial _____
<input type="checkbox"/> Office _____
<input type="checkbox"/> Industrial _____
<input type="checkbox"/> Other _____
Amenities provided with this development (if applicable): _____

**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: _____ Number of building lots: <u>21</u>
Number of common and/or other lots: <u>3</u>
Type of dwellings proposed:
<input checked="" type="checkbox"/> Single-Family _____
<input type="checkbox"/> Townhouses _____
<input type="checkbox"/> Duplexes _____
<input type="checkbox"/> Multi-Family _____
<input type="checkbox"/> Other _____
Minimum Square footage of structure (s): _____
Gross density (DU/acre-total property): <u>3.95</u> Net density (DU/acre-excluding roads): <u>4.87</u>
Percentage of open space provided: <u>12%</u> Acreage of open space: <u>.64</u>
Type of open space provided (i.e. landscaping, public, common, etc.): <u>MICRO PATHWAYS and Buffer</u>

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

Number of building lots: _____ Other lots: _____
Gross floor area square footage: _____ Existing (if applicable): _____
Hours of operation (days & hours): _____ Building height: _____
Total number of employees: _____ Max. number of employees at one time: _____
Number and ages of students/children: _____ Seating capacity: _____
Fencing type, size & location (proposed or existing to remain): _____
Proposed Parking:
a. Handicapped spaces: _____ Dimensions: _____
b. Total Parking spaces: _____ Dimensions: _____
c. Width of driveway aisle: _____
Proposed Lighting: _____
Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): _____

Applicant's Signature: Kent Brown Date: 5/19/16

RECEIVED  
12-8-16

# KENT BROWN PLANNING SERVICES

November 2, 2016

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

**RE: Greyhawk Subdivision No 6 Final Plat Application**

Dear Commissioners:

On behalf of Hubble Homes and Jerry Hess, we are requesting approval of the Final Plat application for the Greyhawk No. 6 Subdivision. The site is located at south and west of Greyhawk No 4 & 5 Subdivision on the eastside of Kay Street. The site is 5.32 acres in size, and is currently vacant.

Greyhawk No. 5 is proposed with 24total lots, consisting of 21 buildable and 3 common. All 21 buildable lots will have single-family homes. The common space will consist of a micro pathways and Kay Avenue landscape buffer. The final plat complies too all the preliminary plat requirements. The proposed construction design has been done to local agency and general engineering practices.

If you have any questions regarding this or any other of our application for Greyhawk No 6 feel free to contact me.

Sincerely,



Kent Brown  
Planner

A-26



EXHIBIT A

September 1, 2015

DESCRIPTION FOR

GREYHAWK SUBDIVISION REMAINDER (AFTER G.A.B.H.)

A portion of the West 1/2 of the NE 1/4 of Section 13, T.2N., R.1W., B.M., Kuna, Ada County, Idaho, more particularly described as follows: Commencing at the North 1/4 corner of said Section 13, from which the Northwest corner of said Section 13 bears North 88°53'13" West, 2642.77 feet; Thence along the West boundary line of Greyhawk Subdivision No. 1, as same is recorded in Book 99 of Plats at Pages 12854-12858 and along the West boundary of Greyhawk Subdivision No. 2, as same is recorded in Book 106 of Plats at Pages 14699-14701, records of Ada County, Idaho, and the southerly extension thereof South 00°11'49" West, 1536.39 feet to the REAL POINT OF BEGINNING;

Thence leaving said West boundary line South 89°46'11" East, 359.45 feet;

Thence South 63°06'16" East, 401.94 feet;

Thence North 26°53'44" East, 106.81 feet;

Thence North 03°50'20" West, 56.37 feet;

Thence North 20°47'32" East, 109.49 feet to a point on the southerly boundary line of Greyhawk Subdivision No. 3 as same is recorded in Book 108 of Plats at Pages 15090-15092, records of Ada County, Idaho,

Thence along the southerly boundary line of said Greyhawk Subdivision No. 3 the following 3 courses and distances:

Thence 250.49 feet along the arc of a curve to the left having a radius of 730.00 feet, a central angle of 19°39'38", and a long chord which bears South 79°02'17" East, a distance of 249.26 feet;

Thence South 88°52'06" East, 117.57 feet;

Thence North 88°01'12" East, 50.04 feet;

Thence South 89°39'43" East, 92.01 feet to a point on the East boundary line of the West 1/2 of the NE 1/4 of Section 13;

Thence along said East boundary line South 00°20'19" West, 1172.19 feet to the C-E 1/16 corner of said Section 13;

Thence along the East-West centerline of said Section 13 North 88°52'04" West, 1315.84 feet to the C1/4 of said Section 13;

Thence along the North-South centerline of said Section 13 North 00°11'49" East, 1110.99 feet to the REAL POINT OF BEGINNING. Containing 33.48 acres, more or less.



**DESCRIPTION FOR  
GREYHAWK SUBDIVISION REMAINDER**

A portion of the West 1/2 of the NE 1/4 of Section 13, T.2N., R.1W., B.M., Kuna, Ada County, Idaho, more particularly described as follows: Commencing at the North 1/4 corner of said Section 13, from which the Northwest corner of said Section 13 bears North 88°53'13" West, 2642.77 feet; Thence along the West boundary line of Greyhawk Subdivision No. 1, as same is recorded in Book 99 of Plats at Pages 12854-12858 and along the West boundary of Greyhawk Subdivision No. 2, as same is recorded in Book 106 of Plats at Pages 14699-14701, records of Ada County, Idaho, and the southerly extension thereof South 00°11'49" West, 1536.39 feet to the **REAL POINT OF BEGINNING**;

Thence leaving said West boundary line South 89°48'11" East, 359.45 feet;

Thence South 63°06'16" East, 401.94 feet;

Thence North 26°53'44" East, 106.81 feet;

Thence North 03°50'20" West, 56.37 feet;

Thence North 20°47'32" East, 109.49 feet to a point on the southerly boundary line of Greyhawk Subdivision No. 3 as same is recorded in Book 108 of Plats at Pages 15090-15092, records of Ada County, Idaho;

Thence along the southerly boundary line of said Greyhawk Subdivision No. 3 the following 5 courses and distances:

Thence 250.49 feet along the arc of a curve to the left having a radius of 730.00 feet, a central angle of 19°39'38", and a long chord which bears South 79°02'17" East, a distance of 249.26 feet;

Thence South 88°52'06" East, 117.57 feet;

Thence North 88°01'12" East, 50.04 feet;

Thence North 45°20'17" East, 18.38 feet;

Thence South 89°39'43" East, 92.01 feet to a point on the East boundary line of the West 1/2 of the NE 1/4 of Section 13;

Thence along said East boundary line South 00°20'19" West, 1172.19 feet to the C-E 1/16 corner of said Section 13;

Thence along the East-West centerline of said Section 13 North 88°52'04" West, 1315.84 feet to the C1/4 of said Section 13;

Thence along the North-South centerline of said Section 13 North 00°11'49" East, 1110.99 feet to the **REAL POINT OF BEGINNING**. Containing 33.48 acres, more or less.





# City of Kuna AFFIDAVIT OF LEGAL INTEREST

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

State of Idaho )  
                          )  
County of Ada )

I, E Don Hubble /Greyhawk Land Company LLC, 701 ALLEN ST STE 104  
Name Address  
MERIDIAN, IDAHO 83642  
City State Zip Code

being first duly sworn upon oath, depose and say:

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

A. That I am the record owner of the property described on the attached, and I grant my  
permission to KENT BROWN 3161 E SPRINGWOOD DR MERIDIAN ID 83642  
Name Address  
to submit the accompanying application pertaining to that property.

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

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

Dated this 12<sup>th</sup> day of April, 2017

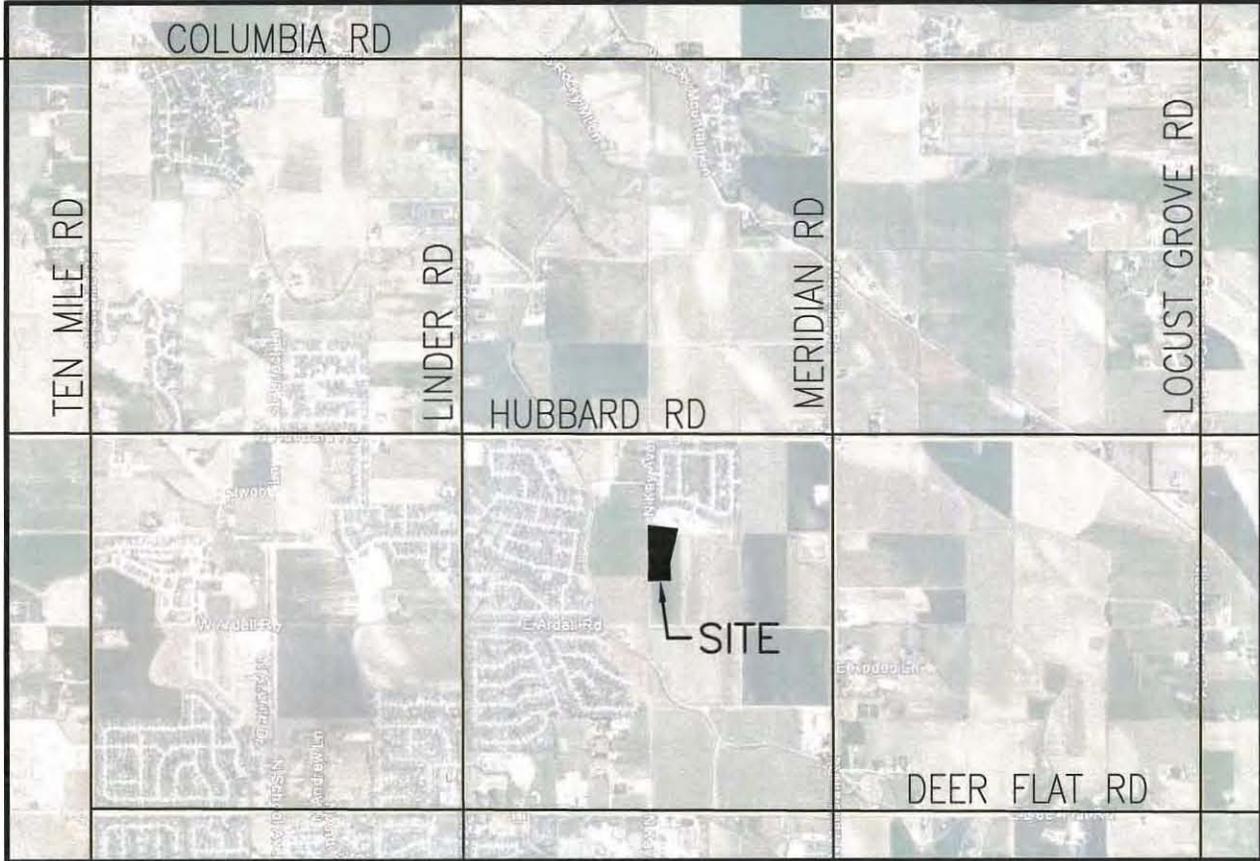
[Signature]  
Signature

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

Penny Smith  
Notary Public for Idaho  
Residing at: Meridian  
My commission expires: 2-16-2019



# GREYHAWK SUBDIVISION NO.6



-VICINITY MAP-  
NTS

A-2e

**ARTICLE III  
CONDITIONS ON DEVELOPMENT**

- 3.1 The sole uses(s) allowed and restrictions pursuant to this conditional rezone as reflected in this Agreement are as follows:
  - 3.1.1 Developer shall develop the property subject to the conditions and limitations set forth in the Agreement. **DONE**
  - 3.1.2 Developer agrees to plat no more than 317 buildable lots on the 80.20 acres of the property located east of Kay Avenue and is required to maintain R-6 lot area percentages on the property in accordance with the Kuna City Code. **UNDERSTOOD WILL COMPLY**
  - 3.1.3 Developer agrees to construct homes on the property ranging in size from 1,400 square feet to 3,555 square feet or larger. **UNDERSTOOD WILL COMPLY**
  - 3.1.4 Developer agrees to the following specific common areas, parks and buffers consisting of a total 9.96 acres:
    - 3.1.4.1: 3.62 acre park **DONE**
    - 3.1.4.2: 4.24 acres for landscaped buffers and landscaped island **PART DONE**
    - 3.1.4.3: .91 acre for the "Strip Park 1" **DONE IN PHASES TWO AND THREE**
    - 3.1.4.4: .49 acre for the "Strip Park 2" **FUTURE PHASE**
    - 3.1.4.5: .70 acre for pedestrian pathways **PART DONE IN PHASE ONE**
  - 3.1.5 Perimeter landscape lots shall be maintained by the homeowners' association and shall be the following dimensions:
    - 3.1.5.1: 30-foot wide adjacent to Hubbard Road with an 8-foot wide meandering sidewalk. **DONE PHASE 1**
    - 3.1.5.2: 20-foot wide adjacent to Kay Avenue with a 5-foot wide meandering sidewalk. **DONE IN PHASE 1 & 2**
    - 3.1.5.3: 20-foot wide adjacent to Ardeil Road with a 5-foot wide meandering sidewalk. **FUTURE PHASE**
  - 3.1.6 Perimeter fencing on Hubbard Road, Kay Avenue, and Ardeil Road shall consist of a six-foot tall vinyl fence constructed behind a three-foot high earthen berm. **DONE IN PHASES 1 & 2**
  - 3.1.7 Pathway lots shall be 20-foot-wide consisting of a 6-foot-wide asphalt path with the remaining 14 feet landscaped and maintained by the homeowners association. Construct a 4' solid 2' lattice vinyl fence along the pathways. **PORTION IN THIS PHASE**
  - 3.1.8 Construct a minimum of 16" roof overhang on all structures. **UNDERSTOOD AND WILL COMPLY**
  - 3.1.9 Construct a monument sign on the Hubbard entrance with a rock and water feature as noted on the plan. Construct a monument sign on the Ardeil entrance. **PORTION DONE IN PHASE 1**
  - 3.1.10 Developer to provide the City with a written agreement for the neighbor on the west side of Kay and Hubbard Road to provide a driveway access to Kay Street and relocate the fence on Kay if needed. **DONE IN PHASE ONE**
  - 3.1.11 Developer to construct the homes with the proposed elevations as indicated in Exhibit C of this Agreement. **UNDERSTOOD AND WILL COMPLY**
  - 3.1.12 Relocate the park amenities to the south side of Lot 5, Block 5. Provide a 10-foot turn out for parallel parking on E. Yankee Basin Drive to allow for a minimum of 10 parking stalls. **DONE IN PHASE 1**
  - 3.1.13 Developer to construct a 4-foot solid, 2-foot lattice vinyl fence along all common lots. **DONE**
  - 3.1.14 Meet all staff and agency requirements with the exception of the Transportation Task Force recommendation on Kay Street. **DONE**

RECEIVED  
12-8-16

A-2F



# City of Kuna

P.O. Box 13  
Kuna, ID 83634

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

**To:** Kuna City Council

**File Numbers:** Grayhawk Subdivision / 06-06-S (Preliminary Plat) / 06-02-DA (Development Agreement) / 06-04-ZC (Rezone)

**Site location:** 447 W. Hubbard Road / Hubbard, Kay & Ardell Roads

**Planner:** Lisa Bachman

**Hearing date:** Wednesday, November 8, 2006

**Applicant:** Providence Development Group, LLC  
701 S. Allen St., Suite 104  
Meridian, Idaho 83642

**Owner:** Jerry Hess IRA  
P.O. Box 328  
Meridian, Idaho 83642

**Engineer:** Bailey Engineering, Inc.  
1500 E. Iron Eagle Dr.  
Eagle, Idaho 83616

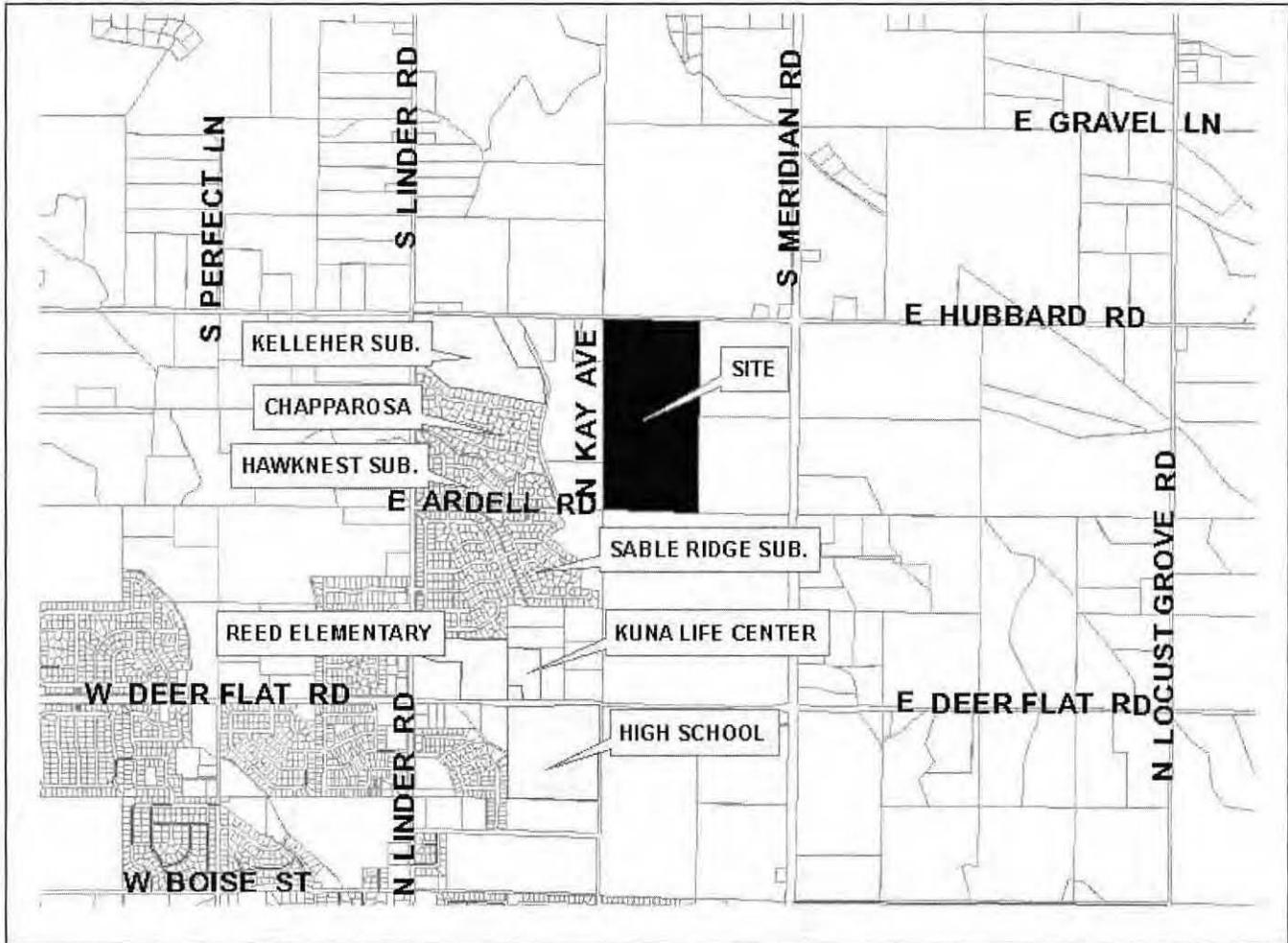
**Application Information:**

Current Zone: A (Agricultural in Kuna City limits)  
 Proposed Zone: R-6 (Medium Development Density 4-6 units/acre)  
 Proposed Density: 3.95 DU per acre  
 Common Area %: 12.67%  
 Park Area: 3.6 acres  
 Total Acres: approx. 80.18-acres  
 Single-family lots: 317 lots  
 Common lots: 18 lots  
**Total lots: 335 total lots**

**Project Summary:**

The applicant is requesting preliminary plat and rezone approval with a Development Agreement for 317 single-family lots on approximately 80.18-acres. The site is located on the south side of Hubbard, east side of Kay and on the north side of Ardell. The site was recently annexed into the City of Kuna with an Agricultural zone and will be participating in the Local Improvement District for the new wastewater treatment plant. Subdivision access will be via Hubbard, Kay and Ardell. Proposed amenities include a common 3.6-acre park area and pedestrian areas with paved pathways throughout the site.

**VICINITY MAP**



**A. Existing Site Conditions**

**1. Surrounding land use and zoning:**

<b>North</b>	RR (Ada County)	Agricultural
<b>South</b>	RUT (Ada County)	Agricultural
<b>East</b>	RR (Ada County)	Agricultural
<b>West</b>	RR (Ada County), A, R-4, R-5 (Kuna City)	Agricultural and single-family residential

**2. Parcel numbers:**

S1313120700

S1313120602

**3. Comprehensive Future Land Use Map:**

The site is identified as Medium and High Development Density (4-6 and 7+ units/acre) on the Comprehensive Future Land Use Map.

**4. Property size:**

Approx. 80.18 acres

**5. Existing structures:**

Single-family dwelling and some outbuildings (single-family dwelling has been removed)

**6. Existing Vegetation:**

The site contains natural soils and grasses.

**B. Procedural Items:**

Received Application	Accepted Application	Gov't Agency Notification	Property owners 300-ft. notification		Legal Hearing publication		Posted public hearing sign	
05-19-06	05-24-06	06-09-06	P&Z	09-07-06	P&Z	09-11-06	P&Z	09-19-06
			CC	10-18-06	CC	10-23-06	CC	10-18-06

**C. Staff Analysis/Findings for Consideration:**

Development Agreement

**1. Proposed Development Agreement:**

The proposed Development Agreement includes the following details:

3.1: The sole use (s) allowed and restrictions required pursuant to the conditional rezone as reflected in this Agreement are as follows:

- 3.1.1 Developer shall develop the property subject to the conditions and limitations set forth in the Agreement.
- 3.1.2 Developer agrees to plat no more than 313 buildable lots on the 80.20 acres of the property located east of Kay Avenue and is required to maintain R-6 lot area percentages on the property in accordance with the Kuna City Code.
- 3.1.3 Developer agrees to construct homes on the property ranging in size from 1,400 square feet to 3,555 square feet or larger. The range of home sizes shall be as follows:
- 3.1.4 Developer agrees to the following common area and parks consisting of a total 10.18 acres.
  - 3.1.4.1 3.83 acre park
  - 3.1.4.2 0.91 acre strip
  - 3.1.4.3 0.48 acre strip park
- 3.1.5 Perimeter landscape lots shall be maintained by the homeowners' association and shall be the following dimensions:
  - 3.1.5.1 30 feet wide adjacent to Hubbard Road with a five-foot meandering sidewalk.
  - 3.1.5.2 20 feet wide adjacent to Kay Avenue with a five-foot meandering sidewalk.
  - 3.1.5.3 20 feet wide adjacent to Ardell Road with a five-foot meandering sidewalk.
- 3.1.6 Perimeter fencing on Hubbard Road, Kay Avenue, and Ardell Road shall consist of a five-foot vinyl fence constructed atop a three-foot high earthen berm for a total minimum screening height measured from the back of the adjacent sidewalk of eight feet.

- 3.1.7 Pathway lots shall be 20-feet wide consisting of a six-foot wide asphalt path with the remaining 14 feet landscaped and maintained by the homeowners' association.
- 3.1.8 The interior street section shall include a four-foot wide detached sidewalk located within an easement to the Ada County Highway District, offset from the back of curb by five feet. The five foot landscape area shall include grass and trees installed and maintained by the adjacent homeowner.

### Subdivision

## 2. Commission's Findings (KCC 6-2-3-H-2)

In determining the acceptance of a proposed subdivision, the commission shall consider the objectives of this title and at least the following:

- a. The conformance of the subdivision with the comprehensive development plan;
- b. The availability of public services to accommodate the proposed development;
- c. The continuity of the proposed development with the capital improvement program;
- d. The public financial capability of supporting services for the proposed development; and
- e. The other health, safety or environmental problems that may be brought to the commission's attention.

- The proposed preliminary plat complies with the Comprehensive Development Plan.
- Public services will be available to the site with the new wastewater treatment plant.
- The proposed development could be integrated with a new capital improvement plan.
- The property is included in the Local Improvement District, which ensures financial capability.
- There is no health, safety or environmental concerns relating to the proposed preliminary plat.

### Road Improvements & Sidewalks – Kuna City Code

## 3. Street Right of Way Width Specifications (KCC 6-3-4-A)

Street and road right of way widths shall conform to the adopted major street plan or comprehensive development plan and the rules of the state department of highways and the highway district or department having jurisdiction. Minimum right of way standards are as follows:

Expressway or freeway	160-260 feet
Major arterial	80 feet
Minor arterial	80 feet
Collector street	60 feet
Minor street (local)	50 feet

### **Street and Road location (KCC 6-3-3-H)**

Half Streets: Half streets shall be prohibited except where unusual circumstances make such necessary to the reasonable development of a tract in conformance with this Title and where satisfactory assurance for dedication of the remaining part of the street is provided. Whenever a tract to be subdivided borders on an existing half or partial street, the other part of the street shall be dedicated within such tract.

**Required Public Improvements (KCC 6-4-2 B-D)**

Every subdivider shall be required to install the following public and other improvements in accordance with the conditions and specifications as follows:

- B. Streets and Alleys: All streets and alleys shall be constructed in accordance with the standards and specifications adopted by the Council. (Ord. 231, 12-7-1977)
- C. Curbs and Gutters: Vertical curbs and gutters shall be constructed on collector and arterial streets. Rolled curbs and gutters or other landscaping and drainage as may be established by the Council and consistent with subsection G of this Section shall be required on minor streets. All construction shall be in accordance with the standards and specifications adopted by the Council. (Ord. 403, 10-5-1993)
- D. Bicycle Pathways: A bicycle pathway shall be provided within all subdivisions, as part of the public right of way or separate easement, as may be specified in an overall bicycle plan as adopted by the Council. (Ord. 231, 12-7-1977)

**Landscape Buffer and Sidewalk (KCC 6-3-11-A & 6-4-2-L)**

KCC 6-3-11-A: Kuna City code requires a minimum 20-foot wide planting reserve strip next to collector and arterial roads.

KCC 6-4-2 L: Kuna City code requires a minimum 5-foot wide to 8-foot wide detached concrete sidewalk to be constructed along all arterial and collector roadways with a minimum 10-foot wide landscaped buffer.

**Kuna Comprehensive Street Plan Map**

Master Plan: The Kuna Comprehensive Street Plan Map identifies a future north-south mid-mile collector (Kay Avenue) and an east-west mid-mile collector (Ardell). Hubbard Road is identified as a minor arterial.

**Kuna Comprehensive Bicycle Plan (Bicycle/Pedestrian Path Master Plan Map)**

The Kuna Comprehensive Plan Bicycle/Pedestrian Path Master Plan map identifies a bike/pedestrian path abutting the site along the south side of Hubbard Road. The Bicycle/Pedestrian Master Plan requires 8-foot wide sidewalks.

**Road Improvements & Sidewalks – Proposed & Required****Internal / Local Roads:**

The applicant is proposing the internal local roads with 50-feet of right-of-way, 36-foot street sections and rolled curb, gutter and 5-foot wide sidewalks.

- The local roads right-of-way, street sections, curb and gutter meet City Code.

**Collector Streets for the mid-miles:**

Kay Ave (north-south) and Ardell Road (east-west):

Proposed- The applicant is proposing to construct one half of both mid-mile collector streets with 42-feet of right-of-way, 24-feet of pavement, vertical curb, gutter and 5-foot wide meandering sidewalks and pedestrian ramps with a 20-foot wide landscaped buffer.

- The proposed road improvements for the proposed collector streets meet City code. The street sections will be completed for Kay and Ardell when the

adjacent properties develop. Until the surrounding properties develop, Kay and Ardell will serve as access for this subdivision only.

### Arterial Road

Hubbard Road:

Proposed- The applicant is proposing to construct Hubbard Road with 35-feet of right-of-way from centerline with a 5-foot wide meandering sidewalk with a 20-50-foot landscaped buffer (meandering buffer – widths vary).

#### Right-of-Way

- The proposed right of way width for Hubbard Road does not meet City code. City code requires a minimum of 40-feet of right-of-way from centerline on arterial roads. ACHD has required the applicant to dedicate a total of 35-feet of right-of way from centerline. Staff recommends the applicant dedicate a 10-foot wide reserve strip in addition to the landscape buffer and 35-feet of right-of-way. This should accommodate any future widening for Hubbard Road.

#### Sidewalk, Buffer, Curb and Gutter

- Due to the fact that the south side of Hubbard Road is identified as a future Bicycle/Pedestrian Pathway on the Comprehensive Plan, the applicant shall construct an **8-foot wide sidewalk** along Hubbard Road with a 20-50-foot wide landscaped buffer (meandering buffer –varying width) in accordance with the Kuna Comprehensive Pedestrian/Bicycle Plan and City code. City code requires curb and gutter to be constructed on all collector and arterial roads, and ACHD has not required curb and gutter. Due to the fact that Hubbard Road will be widened in the future, the applicant will not be required to construct curb and gutter.

## 4. Street Names (KCC 6-3-5 A & B)

A. Street names shall not duplicate any existing street name within the county except where a new street is an uninterrupted extension and continuation of an existing street. Street names that may be spelled differently but sound the same as existing streets shall not be used.

B. All new streets shall be named as follows: Streets having a predominately north-south direction shall be named "Avenue" or "Road"; streets having a predominately east-west direction shall be named "Street" or "Way"; meandering streets shall be named "Drive", "Lane", "Path" or "Trail"; and cul-de-sacs shall be named "Circle", "Court" and "Place".

- The following proposed street names are approved as proposed:
  - W. Hubbard Rd.
  - E. Mystery Dr.
  - N. Greenville Ave.
  - E. Makay St.
  - N. Hose Gulch Ave.
  - E. Yankee Basin Dr.
  - N. Lanford Ave.
  - E. Red Vale Dr.
  - E. Shady Ridge Dr.
  - N. Walton Ave.
  - N. Golden Hills Ave.
  - N. Merlin Ave.
  - E. Firestone Dr.
  - N. Elk Creek Ave.
  - N. Everglade Ave.

- E. Red Creek St.
  - N. Fox Creek Ave.
  - E. Brush Creek St.
- Due to the fact that the roads are not an uninterrupted extension, the following street names shall be given a new name.
    - Either the easterly or westerly portion of E. Makay St.
    - Either the easterly or westerly portion of E. Polk St.
    - Either the easterly or westerly portion of E. Celtic St.
    - Either the northern or southern portion of N. Williamson St. Ave.
  - The following proposed street names shall be modified as follows:

Change from	Change to
N. Williamson St.	N. Williamson Ave.
N. Kristy Way	N. Kristy Ave.
N. Destiny Way	N. Destiny Dr.
Ardell Street	E. Ardell Rd.
Kay Ave.	N. Kay Ave.

*Note: Ada County Development Services street naming committee may have additional modifications and/or requirements regarding street names.*

**5. Street Lights (KCC 6-4-2-N)**

Kuna City Code requires that street lights are installed at all intersections, near the fire hydrants, and have a maximum spacing of two hundred fifty feet (250') throughout the interior and exterior of the subdivision. A sub divider shall conform to the requirements of the city and the public utility providing such lighting.

- The proposed lighting plan does not meet KCC 6-4-2-N. The applicant shall install street lights at all intersections, near the fire hydrants, and have a maximum spacing of 250' throughout the interior and exterior of the subdivision. The applicant shall submit a lighting plan in accordance with KCC 6-4-2-N.

**6. Landscaping & Amenities (KCC 6-4-2-P & 6-4-2-S)**

**KCC 6-4-2-P: Landscaped entrances**

All entrances to and exits from subdivisions shall be landscaped in a manner approved by the planning and zoning commission and/or department of urban forestry.

**KCC 6-4-2-S: One Tree per lot required**

Kuna City Code requires that a minimum of one tree per lot shall be provided by the developer.

**Landscaping**

- The applicant is proposing an 8-foot wide landscaped island within the entrance on Hubbard Road.
- The applicant is proposing 20-50 foot wide landscaped buffers along Hubbard, Kay and Ardell abutting the site. The buffers meander along Hubbard and Kay and the width varies. Proposed landscaping within the buffers includes a variety of trees, shrubs and grasses.
- The applicant is proposing pedestrian pathways throughout the subdivision with paved walkways, grasses, trees and shrubs.

- The applicant is proposing a variety of trees, shrubs and grasses within the 3.6 acre common area park.
- The applicant shall provide one tree per buildable lot.

#### **Amenities**

- Hubbard Road entrance: The applicant is proposing a monument sign and water feature in the Hubbard Road entrance.
- 3.6-acre Park area: The applicant is proposing a gazebo, play equipment, a half (1/2) basketball court and an open play area with grass.

### **7. Right-of-Way Fencing & Perimeter Fencing (KCC 6-4-2-Q)**

A fence that abuts an arterial or collector road should be uniform from intersection to intersection and must include a landscaped berm and fence, six feet (6') in height (measured from the crest of the road) that is permanent and maintenance free. Acceptable fencing would include metal, rock, vinyl and the posts must be installed in concrete. No wood fencing would be allowed. The only exception is around parks (for safety reasons), an open fence may be required. A fence plan must be submitted with the preliminary plat application for approval.

#### **Right-of-way Fencing**

- Hubbard, Kay and Ardell fences: The applicant is proposing a 6-foot solid fence along Hubbard Road. The fence shall be of a permanent and maintenance free material, in accordance with Kuna City code.

#### **Perimeter Fencing**

- Pedestrian pathway and park fences: The applicant is proposing 4-foot vinyl with 2-foot lattice along both sides of all pedestrian pathways. The applicant shall submit a final fence plan and obtain a fence permit prior to installation.

### **8. Lateral/Ditch (KCC 6-4-2-R)**

Piping of Ditches: All irrigation ditches, and laterals, excluding major canals and natural waterways located within the development boundaries shall be tiled. Major canals and natural waterways located within or adjacent to the development boundaries shall be fenced or tiled. Any improvements involving the distribution system of any irrigation district shall have the prior written approval of that affected district.

- There are no ditch facilities located on the site. If there are local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, they must remain unobstructed and should be protected by an appropriate easement.

### **9. Services**

Fire protection – Kuna Rural Fire District  
 Sewage disposal – City of Kuna Municipal  
 Water service – City of Kuna Municipal  
 Irrigation district – New York Irrigation District  
 School district – Kuna Joint School District

### **10. Official Height and Area Regulations (KCC 5-3-3)**

**Kuna City Code has the following building requirements for an R-6 zone:**

Maximum Height –	35-feet
Minimum Lot Width –	45-feet
Front living space setback –	15-feet

Front setback -	20-feet
Rear setback -	15-feet
Interior side -	5-feet
Street side -	20-feet
Maximum lot coverage -	40%
Minimum lot area per D.U. -	4,500 square-feet

- The proposed lot sizes and dimensions comply with City code.

**11. Kuna Comprehensive Plan Map (Section 4-3, Figure 4.3-1)**

The site is identified as Medium and High Development Density (4-6 and 7+ units/acre) on the Comprehensive Future Land Use Map.

- The applicant is proposing an R-6 zone, with an overall density of 3.95 dwelling units per acre. The proposed density complies with the Comprehensive Future Land Use Map.

**12. Transportation Task Force Recommendations**

- Developer should install a minimum of 4-5 playground signs throughout the subdivision near the large common area.
- Install bollards in the pedestrian pathways.
- Install a left-right arrow sign at E. Mystery & Yankee Basin.
- Construct ½ of Kay Street with 3 lanes, curb, gutter, sidewalks and bike lanes.

**13. Staff Recommendation**

Based on Staff’s review of the application, staff concludes the applications complies with Kuna City Code and the Kuna Comprehensive Plan, and forwards a recommendation of approval with standard and specific conditions to the Council, as set out in the proposed Findings of Fact and Conclusions of Law attached hereto.

**D. Findings of Facts:**

**1. As to existing site conditions, the Council finds the following:**

**Surrounding Land Use and Zoning:**

<b>North</b>	RR (Ada County)	Agricultural
<b>South</b>	RUT (Ada County)	Agricultural
<b>East</b>	RR (Ada County)	Agricultural
<b>West</b>	RR (Ada County), A, R-4, R-5 (Kuna City)	Agricultural and single-family residential

**Parcel Numbers:**

S1313120700  
S1313120602

**Comprehensive Plan Future Land Use Map:**

The site is identified as Medium and High Development Density (4-6 and 7+ units/acre) on the Comprehensive Future Land Use Map.

**Property size:**

Approx. 80.18 acres

**Existing Structures:**

Single-family dwelling and some outbuildings (single-family dwelling has been removed)

**Existing Vegetation:**

The site contains natural soils and grasses.

**2. As to procedural items, the Council finds the following:**

All required procedural items have been completed in accordance with Kuna City Code.

**3. As to the project description, the Council finds the following:**

The applicant is requesting preliminary plat and rezone approval with a Development Agreement for 317 single-family lots on approximately 80.18-acres. The site is located on the south side of Hubbard, east side of Kay and on the north side of Ardell. The site was recently annexed into the City of Kuna with an Agricultural zone and will be participating in the Local Improvement District for the new wastewater treatment plant. Subdivision access will be via Hubbard, Kay and Ardell. Proposed amenities include a common 3.6-acre park area and pedestrian areas with paved pathways throughout the site.

**4. As to Kuna City Code, the Council finds the following:**

The proposed Subdivision complies with Kuna City Code.

**5. As to the Kuna Comprehensive Plan, the Council finds the following:**

The proposed Subdivision complies with the Kuna Comprehensive Plan.

**E. Conclusions of Law:**

If any of the following Conclusions of Law are determined to be Findings of Fact, they shall be included in that section.

1. Based on the evidence contained in File #'s 06-06-S, 06-02-DA and 06-04-ZC, The Kuna City Council finds that File #'s 06-06-S, 06-02-DA and 06-04-ZC complies with Kuna City Code.
2. Based on the evidence contained in File #'s 06-06-S, 06-02-DA and 06-04-ZC, The Kuna City Council finds that File #'s 06-06-S, 06-02-DA and 06-04-ZC complies with the Kuna Comprehensive Plan.

**F. Planning & Zoning Commission Recommendation to City Council:**

On September 26, 2006, the Kuna Planning & Zoning Commission recommended approval to City Council for Rezone from A to R-4 due to the density location from the City amenities and the Preliminary Plat with Development Agreement with the following conditions:

- All staff and agency recommendations.
- 3.1.2 Developer agrees to plat no more than 317 buildable lots on the 80.20 acres of the property located east of Kay Avenue and is required to maintain R-6 lot area percentages on the property in accordance with the Kuna City Code.
- 3.1.3 Developer agrees to construct homes on the property ranging in size from 1,400 square feet to 3,555 square feet or larger.
- 3.1.4.2 0.91 acre strip
- 3.1.5.1 30 feet wide adjacent to Hubbard Road with an 8 foot meandering sidewalk.
- 3.1.6 Perimeter fencing on Hubbard Road, Kay Avenue, and Ardell Road shall consist of a six-foot vinyl fence constructed behind a three-foot high earthen berm for a total minimum screening height measured from the back of the adjacent sidewalk of eight feet.

- 3.1.7 Pathway lots shall be 20-feet-wide consisting of a 6-foot-wide asphalt path with the remaining 14 feet landscaped and maintained by the homeowners association. Construct a 4' solid 2' lattice vinyl fence along the pathways.
- 3.1.8 The interior street section shall include a five-foot-wide detached sidewalk located within an easement to the Ada County Highway District, offset from the back of curb by five feet. The five foot landscape area shall include grass and trees installed and maintained by the adjacent homeowner.
- 3.1.9 Construct a minimum of 16" roof overhang on all structures.
- 3.1.10 Construct a monument sign on the Hubbard entrance with a rock and water feature as noted on the plan. Construct a monument sign on the Ardell entrance.
- 3.1.11 Developer to provide the City with a written agreement for the neighbor on the west side of Kay and Hubbard Road to provide a driveway access to Kay Street and relocate the fence on Kay if needed.
- 3.1.12 Developer to construct the homes with the proposed elevations.
- 3.1.13 Relocate the park amenities to the south side of Lot 5 Block 5. Provide a 10' turn out for parallel parking on E. Yankee Basin Dr. to allow for 10 parking stalls.
- 3.1.14 Developer to construct a 4' solid / 2' lattice vinyl fence along all common lots.
- 3.1.15 Meet all staff & agency requirements with the exception of the Transportation Task Force recommendation on Kay Street.

## G. Kuna City Council Decision:

The Kuna City Council approved the Annexation, Preliminary Plat and Development Agreement with an R-6 zone for Greyhawk Subdivision with the following conditions:

- Meet all Staff requirements.
- Meet all P&Z Commission requirements with the exception of the R-4 zone.

## H. Site Specific Conditions of Approval:

### Road Improvements & Sidewalks

#### 1. Internal / Local Roads:

Construct the internal local roads with 50-feet of right-of-way, 36-foot street sections and rolled curb, gutter and 5-foot wide sidewalks, as proposed.

#### Collector Roads – Kay and Ardell:

Construct Kay and Ardell with 42-feet of right-of-way, vertical curb, gutter and 5-foot wide meandering sidewalks with a 20-50 foot wide meandering landscaped buffer, as proposed.

#### Arterial Road – Hubbard:

Dedicate 35-feet of right-of-way from the centerline of Hubbard Road, as required by ACHD. Along Hubbard Road, construct an 8-foot wide sidewalk, a 20-50 foot wide meandering landscaped buffer and a 10-foot wide reserve strip (to accommodate future widening).

### Landscaping & Amenities

#### 2. – Construct an 8-foot wide landscaped island within the Hubbard Road subdivision entrance, as proposed.

- Landscape the buffers along Hubbard, Kay and Ardell, as proposed. Install a monument sign and water feature in the Hubbard Road entrance, as proposed.

- Provide pedestrian pathways throughout the subdivision, with landscaping as proposed.

- Construct 5-foot paved walkways within the pedestrian pathways, as proposed.

- Landscape the 3.6 acre park, as proposed.
- Install a gazebo, play equipment, a half (1/2) basketball court and an open play area with grass, as proposed.
- Provide one tree per buildable lot.

### **Fencing**

3. Hubbard, Kay and Ardell fences: The applicant is proposing a 6-foot solid fence along Hubbard Road. The fence shall be of a permanent and maintenance free material, in accordance with Kuna City code.

Pedestrian pathway and park fences: The applicant is proposing 4-foot vinyl with 2-foot lattice along both sides of all pedestrian pathways. The applicant shall submit a final fence plan and obtain a fence permit prior to installation.

### **Street Lights**

4. Install street lights at all intersections, near the fire hydrants, and have a maximum spacing of 250' throughout the interior and exterior of the subdivision. The applicant shall be required to submit a lighting plan in accordance with KCC 6-4-2-N.

### **Street Names**

5. Submit a street name plan to the Planning and Zoning Department and the Ada County Street Name Committee to receive written approval.

## **I. Standard Conditions of Approval:**

The following list details the tasks (in order) that the applicant and/or owner must complete before the approval of Grayhawk Subdivision will be considered final. Please note that you have one year from the date of the written decision of the council to complete these tasks and submit a final plat unless a time extension is granted.

1. The applicant and/or owner shall obtain written approval of the plat from the agencies noted below. The approval may be either on agency letterhead referring to the approved use or may be written/stamped upon a copy of the approved plat. All site improvements are prohibited prior to approval of these agencies.
  - a) The City Engineer must approve the sewer hook-up.
  - b) The Kuna Fire District must approve all fire flow requirements and/or building plans.
  - c) The Boise-Kuna Irrigation District must approve all proposed modifications to the existing irrigation system.
  - d) The City Engineer must approve a surface drainage run-off plan. As recommended by Central District Health Department, the plan should be designed and constructed in conformance with standards contained in "Catalog for Best Management Practices for Idaho Cities and Counties".
2. The final plat shall be meet the final plat specifications listed in Section 6-2-4 of the Kuna City Code.
3. The final plat shall be in substantial conformance with the approved preliminary plat.

4. Prior to approval by the Kuna City Council, the plat shall contain the following certificates and/or endorsements:
  - a) signature of the owner(s),
  - b) certificate of the plat surveyor,
  - c) certificate of the County Surveyor,
  - d) endorsement of the Central District Health Department,
  - e) endorsement of the Ada County Highway District
5. The following statements shall appear on the face of the final plat:
  - a) This development recognizes Idaho Code §22-4503, Right to Farm Act, which states: "No agricultural operation or an appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided, that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or appurtenance to it."
  - b) Any resubdivision of this plat shall comply with the applicable regulations in effect at the time of the resubdivision.
  - c) Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Kuna and this approval.
6. No building permits will be issued until the final plat is recorded through the County Recorder's Office and parcel numbers have been issued by the County Assessor's Office.
7. All public rights of way shall be dedicated and constructed to standards of the Ada County Highway District. No public street construction may be commenced without the approval of the Ada County Highway District. Any work within the Ada County Highway District rights of way requires a permit. For information regarding the requirements to obtain a permit, contact Ada County Highway District Development Services at 387-6100.
8. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground.
9. Compliance with Section 31-3805 of the Idaho Code pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the specific requirements of the Boise Project Board of Control is required.
10. Installation of fire protection facilities as specifically required by the Kuna Fire District is required.
11. There shall be easements provided for utilities, drainage, and irrigation abutting to all public street right-of-way and subdivision boundaries, and where considered necessary, centered on the interior property lines. Said easements shall have a minimum width of ten feet (10').

- 12. All submittals of required compliance letters and plans (lighting, landscaping, drainage, and development) must be accompanied by your application file numbers.
- 13. No construction, grading, filling, clearing, or excavation of any kind shall be initiated until the applicant has received approval of a drainage design plan from the Kuna City Engineer. The drainage design plan shall include all proposed site grading.
- 14. Individual lot pressurized irrigation shall be provided. The Kuna City Engineer must approve an irrigation plan prior to submitting the final plat for approval.
- 15. Lighting within the development shall comply with the Kuna City Code.
- 16. One tree per lot shall be provided by the developer.
- 17. All surety and surety agreements shall comply with the Kuna City Code.

*O. Dean Obray*

O. Dean Obray  
Kuna City Mayor

Attest:

*Lynda Burgess*

Lynda Burgess  
Kuna City Clerk



PAY TO:  
City of Kuna  
PO Box 13  
Kuna, ID 83634

Hubble Homes, LLC

16-16-FP (Final Plat)

26 of 42  
36956

VENDOR NO. cit03 CHECK TOTAL \$200.00 CHECK NO. CHECK DATE 12/19/2016

Invoice	Date	Description	Gross Amount	Adjusts	Net Amount
gre06-00	12/19/16	Review Fees	200.00	0.00	200.00
gre06-00					

RECEIVED  
DEC 27 2016  
CITY OF KUNA

701 S. ALLEN ST. STE. 107  
Meridian, ID, 83642

Representative - Kent Brown  
3161 Srinewood Dr

**RECEIPT** DATE 01-05-2017 No. **561973**

RECEIVED FROM Hubble Homes \$ 200.00

Greyhawk #6 Final Plat - ENR Review Fees DOLLARS  
(200)

FOR RENT  
 FOR \_\_\_\_\_

ACCOUNT \_\_\_\_\_  
PAYMENT \*36956  
BAL. DUE \_\_\_\_\_

CASH  
 CHECK  
 MONEY ORDER  
 CREDIT CARD

FROM 16-16-FP TO \_\_\_\_\_  
BY Truon

3-11

- Detailed Submittal Letter (Letter of Intent)
- Warranty Deed (including legal description) for the Subject Site
- Affidavit of Legal Interest

**Fees**

The City fees for these planning and engineering services are as follows:

**Planning and Zoning application fees:**

- Final Plat: \$600 + \$20/Lot = \$600 + (\$20 X 24 = \$480) = **\$1,080.00 (PAID IN FULL on 12/13/16)**

**Engineering fees:**

- Final Plat: \$50 + \$5/Lot = \$50 + (\$5 X 30 = \$150) = **\$ 200**

The following fees may be paid now or at the time of requested inspection:

- Landscape Inspection Fee: \$250 + \$20/ac = \$250 + (1 acre X 20 = \$127) = **\$ 270**
- Street Light Inspection Fee: **\$ 35**

April 15, 2017

City of Kuna  
Attn: Gordon Law, City Engineer  
6950 N. Ten Mile Rd.  
Meridian, ID 83642

**RE: Greyhawk No 6 Subdivision Annexation into KMID**

Dear Gordon:

I am submitting a request to annex the property hereafter known as Greyhawk Subdivision No 6 into the Kuna Municipal Irrigation District (KMID). The property is generally located south of phases 4 & 5 of Greyhawk Subdivision. The annexation is shown in the attached Exhibit A. My understanding this will pool the water rights for a portion of Ada County tax parcel S1313131670 for delivery purposes by the City of Kuna. Exhibit A is a legal description of the area in Greyhawk Subdivision No 6 will irrigate said subdivision using the City of Kuna PI system under this request.

Sincerely,

E Don Hubble  
Owner  
Greyhawk Land Company LLC

Project: Greyhawk Subdivision No 6  
Contract: KENT BROWN  
Address: 3161 E SPRINGWOOD DR MERIDIAN ID 83642  
Phone: 208-871-6842  
Email: kentlkb@gmail.com



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

GORDON N. LAW  
CITY ENGINEER

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

Email: [glaw@kunaid.gov](mailto:glaw@kunaid.gov)

November 19, 2016

Todd Crutcher, P.E.  
Department of Environmental Quality  
Southwest Idaho Regional Office  
1445 North Orchard  
Boise, ID 83706

**COPY**  
**RECEIVED**  
12-8-16

**Re: CITY OF KUNA Plan Review and Will Serve Approval for  
Greyhawk Subdivision No. 6**

#### PLAN REVIEW

Gordon N. Law, P.E. is the Kuna City Engineer and qualified licensed professional engineer representing the City of Kuna. The City Engineer has reviewed the attached **Greyhawk Subdivision No. 6** sewer and water construction plans, dated November 17, 2016, for conformance with the engineering standards of care and City standards as of the above date. The proposed development is an extension of sewer and water lines that conform to the current City sewer and water master plans. Mr. Law finds the sewer and water facilities presented in the attached plans in general conformance with applicable engineering standards of care and City standards and hereby provides City approval of the submitted plans.

Once the City Engineer has accepted the construction and the developer has certified that the sewer and water facilities were constructed to City standards, the City will own and operate the sewer and water facilities excluding facilities which are located on private property without easements, service lines, or any temporary pressure sewer systems.

#### WATER SYSTEM CAPACITY

The City drinking water system has a present rated capacity of 9,408 Equivalent Dwelling Units (EDUs). As of November 19, 2016, the City has issued 6,875 EDU water permits and firm "will-serve" commitments and has made an additional 837 conditional "will serve" EDU commitments. This leaves 1,696 (9,408 - 6,875 - 837) EDUs of capacity unreserved. Conditional "will-serve"

commitments become firm commitments upon recordation of final plats in most instances and the development is then eligible to connect to the system thereafter upon payment of connection fees. There are adequate water connections available for this development and it is recommended sanitary water restrictions for this project are lifted according to the following terms:

1. A conditional “will-serve” commitment for this development is issued in connection with this QLPE letter.
2. A firm “will-serve” commitment will be issued upon recordation of the final plat;
3. If construction of this project is not commenced within one year of the date of this letter and pursued vigorously to completion thereafter, this QLPE letter and associated commitments may be withdrawn.

### **TREATMENT PLANT CAPACITY**

The City lagoon treatment plant has a present rated capacity of 7,307 Equivalent Dwelling Units (EDUs). The City MBR treatment plant has a present rated capacity of 11,700 EDUs. As of November 19, 2016 the City has issued 12,757 EDU sewer permits and firm “will-serve” commitments and has made an additional 837 conditional “will serve” EDU commitments.. This leaves 5,413 (19,007 – 12,757 – 837) EDUs of capacity unreserved. Conditional “will-serve” commitments become firm commitments upon recordation of final plats in most instances and the development is then eligible to connect to the system thereafter upon payment of connection fees. There are adequate sewer connections available for this development and it is recommended sanitary sewer restrictions for this project are lifted according to the following terms:

1. A conditional “will-serve” commitment for this development is issued in connection with this QLPE letter.
2. A firm “will-serve” commitment will be issued upon recordation of the final plat;
3. If construction of this project is not commenced within one year of the date of this letter and pursued vigorously to completion thereafter, this QLPE letter and associated commitments may be withdrawn.

### **SEWER/WATER APPROVAL**

In summary, the following apply:

1. **The City hereby issues Greyhawk Subdivision No. 6 a “Will Serve” letter with sanitary sewer and water restrictions removed for 6 residential lots listed below in compliance with conditions noted above:**
  - Lots 17-20 and 22-28 of Block 11**
  - Lots 4-9 and 11-13 of Block 12**
  - Lot 2 of Block 13**
2. **The plat for Greyhawk Subdivision No. 6 also includes three common (or non-buildable) lots for which sanitary sewer and water restrictions are not released and which are listed below:**
  - Lot 21 of Block 11**

**Lot 10 of Block 12**  
**Lot 1 of Block 13**

**HOLD HARMLESS COMMITMENT**

The Developer may proceed with its water and sewer line construction with the approval of DEQ at his/her own risk with the understanding that water and sewer permits can only be issued when there is remaining available capacity for permits in the water and sewer systems. The developer, in choosing to proceed with construction, will hold the City of Kuna and DEQ harmless from any damages that may be caused by a delay in receiving EDU sewer or water permits for any of its subdivision lots.

Very truly yours,



Gordon N. Law, P.E.  
Kuna City Engineer

cc: Wendy Howell (Kuna P&Z)  
Chad Kinkela, PE (CK Engineering)

Attachments:

Project Plans for **Greyhawk Subdivision No. 6**  
Declining Balance Charts for Kuna Sewer and Water

**CITY OF KUNA  
2016 SEWER CAPACITY DECLINING BALANCE REPORT**

<b>Facilities Capacity (EDUs)</b>								
		<b>Sewer Treatment</b>			<b>Ten Mile Lift Station</b>			
		<b>Lagoon Plant</b>	<b>MBR Plant</b>	<b>With New 16" FM</b>				
Facilities Capacity (EDUs)		7,307	11,700	4,700				
Reserve For LID EDUs (w/o "will serve" commitments)		974	4,858					
Reserve For Pre-paid EDUs (w/o "will serve" commitments)		176	0					
Committed Will Serves (EDUs)		3,666	3,920	3,666				
<b>Unconnected Capacity (EDUs)</b>		<b>3,913</b>	<b>8,777</b>	<b>1,310</b>				
<b>Unreserved Capacity (EDUs)</b>		<b>2,491</b>	<b>2,922</b>	<b>1,034</b>				
<b>Issued, Reserved &amp; Firm Will-serve (EDUs)</b>		<b>12,757</b>						
<b>Connection Status (EDUs)</b>								
		<b>"Will Serve" Conditional</b>	<b>Issued EDUs</b>	<b>Total "Will Serve" Approvals</b>	<b>Issued EDUs</b>	<b>Total "Will Serve" Approvals</b>	<b>Issued EDUs</b>	<b>Total "Will Serve" Approvals</b>
Total as of Nov 19, 2016 (EDUs)			3,334	3,488	2,853	3,261	3,330	3,488
LID (Plans Without Plats)		760		124		636		124
Non-LID (Plans Without Plats)		77		54		23		54
<b>Conditional Will-serve Commitments</b>		<b>837</b>						
Aug-16	(+5 appl)		15.0		27.1		15.0	
Sep-16	(+2 appl)		42.0		15.0		42.0	
Oct-16	(+13 appl)		2.0		23.0		2.0	
Nov-16	(+11 appl)		1.0		5.0		1.0	
Dec-16								
Jan-17								
Feb-17								
Mar-17								
Apr-17								
Total since Aug 28, 2016 (EDUs)			60	178	70	659	60	178
Grand Total as of Nov 19, 2016 (EDUs)			3,394	3,666	2,923	3,920	3,390	3,666
<b>Unused Capacity (EDUs)</b>			<b>3,913</b>		<b>8,777</b>		<b>1,310</b>	

596 EDUs in Deerhorn Lift Station Moved From Lagoons to NWWTP  
Falco Catena Discharges to Lagoons But Not Ten Mile Lift Station

**CITY OF KUNA**  
**2016 WATER CAPACITY DECLINING BALANCE REPORT**

Facilities Capacity (EDUs)-Water Delivery (Peak Day + Fire)				
			Kuna Water System Capacity <sup>a,b</sup>	
Facilities Capacity (EDUs)			9,408	
Committed Will Serves (EDUs)			7,712	
<b>Unconnected Capacity (EDUs)</b>			<b>2,993</b>	
<b>Unreserved Capacity (EDUs)</b>			<b>1,696</b>	
Connection Status (EDUs)				
			Total "Will Serve"	
			Approvals	Issued EDUs
Total EDUs (as of Nov 19, 2016)			6,746	6,285
Existing Danskin Well "Will Serves"			129	86
<b>TOTAL</b>			<b>6,875</b>	<b>6,371</b>
LID (Plans Without Plats)			760	
Non-LID (Plans Without Plats)			77	
Prepaid EDUs (Without Plats)			0	
Aug-16	(+5 appl)			42.1
Sep-16	(+2 appl)			57.0
Oct-16	(+13 appl)			25.0
Nov-16	(+11 appl)			6.0
Dec-16				
Jan-17				
Feb-17				
Mar-17				
Apr-17				
Total since Aug 28, 2016 (EDUs)			837	130
Grand Total as of Nov 19, 2016 (EDUs)			7,712	6,415
Remaining Capacity (EDUs)			1,696	2,993

NOTE - Assumes all new connections have separate pressure irrigation supply

<sup>a</sup> Capacity includes supply credit for Sadie Creek irrigation station.

<sup>b</sup> Capacity includes supply from Wells 3, 4, 5, 6, 7, 8, 9, 10 and 11 and Boosters 1, 2, 3 & 4.



**CITY OF KUNA**  
**P.O. BOX 13**  
**KUNA, ID 83634**  
[www.cityofkuna.com](http://www.cityofkuna.com)

**MICHAEL L. BORZICK, GISP**  
**GIS MANAGER**

**Telephone (208) 287-1726**  
**Email: [MBorzick@KunaID.gov](mailto:MBorzick@KunaID.gov)**

---

## **MEMORANDUM**

**TO:** Troy Behunin

**FROM:** Michael L Borzick  
GIS Manager

**RE:** Greyhawk Subdivision No. 6  
Final Plat Review

**DATE:** January 5, 2017

---

The City Engineer and GIS Manager have reviewed the first submittal of the Final Plat documents for the referenced project. The following comments are provided to summarize the redline markups prepared in connection with the plat review:

1. Plat Sheet 1 of 3
  - a. Amend legend note for ACHD Storm Drain Easement to read "Note 12" not Note 13.
  - b. Amend Plat Notes 1 to include "Kuna Sewer, Water" as additional uses of the easements. This is to include street frontage, rear and side lot easements. Also if you could please add "unless otherwise dimensioned" for the correction on 19/11.
  - c. Portions of the northern and southern lines have small rounding errors and they Do Not Add (DNA) to the block dimension. If you could kindly find a lot distance that can be rounded up/down by 0.01'.
  - d. Add at least one (1) dimension in reference to the overall Right-of-way width.
  - e. Add the Book and Page references to bounding Subdivisions.
  - f. What or where is Note 11 being referenced to on this plat?
  - g. Note 5, we will need a letter from the owner of record authorizing the City to Annex the water rights into the KMID.
  - h. Lot 19, Block 11 needs to increase a small portion of its rear lot easement from 5' to 10'.
2. Plat Sheet 2 of 3
  - a. Fill in the missing Book and Page referenced in the legal
  - b. Changed referenced corner to NW corner not NE
3. Plat Sheet 3 of 3
  - c. Please remove the extra "date" from the City Engineer signature line.

4. Redlines – Marked up drawings are being returned to you to assist your editing. P&Z may issue separate comments of their own.
5. Additional 10' Easement - There will need to be a separate document filed for a 10' Pressurized Irrigation (PI) Easement East of this project and South of Greyhawk #5 for the extension of this projects PI main.

Attachment

Cc: Kuna Planning and Zoning Dept.



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

GORDON N. LAW  
CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731  
Email: [glaw@kunaid.gov](mailto:glaw@kunaid.gov)

---

## MEMORANDUM

TO: Wendy Howell  
Troy Behunin

FROM: Gordon N. Law  
Kuna City Engineer

RE: Greyhawk Subdivision No. 6  
Plat Review

DATE: November 23, 2016

---

The City Engineer have reviewed the proposed plat documents for the referenced project and provided minimal markups for editing. This is being provided to Planning and Zoning for their comments. When you are through with your review, return the redline markups to the City Engineer.

Attachment



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

GORDON N. LAW  
CITY ENGINEER

**Telephone (208) 287-1727; Fax (208) 287-1731**  
**Email: [glaw@kunaid.gov](mailto:glaw@kunaid.gov)**

---

## MEMORANDUM

**TO:** Chad Kinkela, P.E.  
CK Engineering

**FROM:** Gordon N. Law  
Kuna City Engineer

**RE:** Greyhawk Subdivision No. 6  
Construction Plans Review

**DATE:** November 5, 2016

---

The City Engineer has reviewed the first submittal of the construction plans related to utilities and other site improvements for the referenced project. The following comments are provided to summarize the redline markups prepared in connection with the plan review:

1. Review Fees – The standard review fee for these plans is \$200 plus \$10 per lot. The City counts 24 lots yielding a total fee of \$440. An invoice will be mailed to Hubble Homes, LLC, 701 S. Allen Street, Meridian, Idaho 83642.
2. Record Drawings – At the conclusion of construction, and before signing the final plat, submittal, review and approval of record drawings is required.
3. Drainage and Supply Ditches – A critical requirement is that development projects not disrupt downstream irrigation delivery rights or upstream drainage rights. We ask that you review these items carefully and provide maps, written assurance and details that each existing ditch or underground conduit has been examined and determined that it either does not serve properties beyond the development or that adequate provision is made to serve those rights.
4. Annex Water Rights - Submit a petition, before final platting, to the City to annex (aka “pool”) the surface water rights of the project to the municipal PI system of the City.
5. Plat Sheet C2.0
  - a. Please include copies of **all three proposed plat sheets** with the next submittal.
6. Plan Sheet No. C4.0, C4.1, C4.2, C4.3
  - a. Insert latest “Water Service Connection” Detail 401-1. The City Detail Package is being resent.

- b. Insert latest “Water Meter & Pit Layout” Detail K402. The City Detail Package is being resent.
  
7. Plan Sheet No. C6.0
  - a. Update to latest pressure irrigation details KIRR-02-01, KIRR-02-02, KIRR-03 and KIRR-02. The City Detail Package is being resent.
  - b. Amend Keynote 12 to 6” CROSS as indicated in the red lines.
  - c. Amend street light layout as indicated in the red lines.
  
8. Redlines – Marked up drawings are being returned to you to assist your editing. P&Z may issue separate comments of their own related to the landscape plans. The Kuna Rural Fire District has not yet reviewed the plans and may provide comments by separate letter. When your corrections are complete, please re-submit the corrected drawings, your written responses to comments and these red lines to assist the city in making a timely back-check. If edits to plans are made which are not called for in the red lines, please place them in cloud references until the City has a chance to review the edits. The City requests this consideration so that staff does not need to completely review the plans anew with the next submittal.

Attachment

Cc: Kuna Planning and Zoning Dept.

**From:** [Gordon Law](#)  
**To:** [Trevor Kesner](#)  
**Cc:** [Gordon Law](#); [Antonio Conti](#); [Mike Borzick](#)  
**Subject:** FW: Greyhawk #6 Final Plat  
**Date:** Wednesday, April 26, 2017 9:13:58 AM  
**Attachments:** [CDHD to Co recorder.pdf](#)

---

Trevor;

Greyhawk 6 is now under construction and you can process the Final Plat application to Council. For our part, we (mapping/City Engineer) need to see the Full final plat document for official review – top to bottom – before it goes to Council. Before it is signed, it will be reviewed again fully for compliance.

Gordon Law

---

**From:** Trevor Kesner  
**Sent:** Wednesday, April 26, 2017 8:46 AM  
**To:** kent brown <kentlkb@gmail.com>  
**Cc:** Mike Borzick <mborzick@kunaid.gov>; Antonio Conti <aconti@kunaID.gov>; Gordon Law <glaw@kunaid.gov>  
**Subject:** Greyhawk #6 Final Plat

Gentlemen:

The Planning & Zoning Dept. received the attached letter today regarding Greyhawk #6. Does anyone have an electronic copy of the latest/greatest version of the final plat?

**Trevor Kesner, MRCP**

*Planner II*

KUNA PLANNING & ZONING DEPT.

(208) 387-7731

[tkesner@kunaid.gov](mailto:tkesner@kunaid.gov)

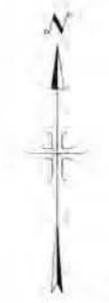


**City of Kuna**  
751 W. 4th Street  
Kuna, ID 83634

CONFIDENTIALITY NOTICE

This e-mail and any attachments may contain confidential or privileged information. If you are not the intended recipient, you are not authorized to use or distribute any information included in this e-mail or its attachments. If you receive this e-mail in error, please delete it from your system and contact the sender.

PLAT SHOWING  
**GREYHAWK SUBDIVISION NO. 6**  
A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SECTION 13  
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
KUNA, ADA COUNTY, IDAHO  
2017



SCALE: 1" = 50'

LEGEND

- FOUND 1/2" IRON PIN PLS 7729
- FOUND 5/8" IRON PIN PLS 7729
- FOUND ALUMINUM CAP MONUMENT
- SET 1/2 IRON PIN WITH CAP PLS 7729
- SET 5/8" IRON PIN WITH CAP PLS 7729
- SUBDIVISION BOUNDARY LINE
- CENTERLINE
- RIGHT OF WAY
- LOT LINE
- SECTION LINE
- EASEMENT LINE
- LOT NO.
- ▨ ACHD STORM DRAIN EASEMENT SEE NOTE 12

LINE TABLE		
LINE	LENGTH	BEARING
L1	1.44	N29°35'22"E
L2	25.84	N29°35'22"E
L3	25.86	N29°35'22"E
L4	36.77	N89°48'11"W
L5	36.77	N89°48'11"W
L6	36.77	N89°48'11"W
L7	8.17	S89°48'11"E
L8	28.60	S89°48'11"E
L9	20.00	N0°11'49"E
L10	12.16	S0°11'49"W
L11	15.09	N45°11'49"E

LINE TABLE		
LINE	LENGTH	BEARING
L12	20.00	N0°11'49"E
L13	20.00	N0°11'49"E
L14	20.00	N0°11'49"E
L15	3.76	N0°11'49"E
L16	22.97	S45°11'49"W
L17	22.97	S44°48'11"E
L18	3.76	N0°11'49"E
L19	25.12	S84°05'40"E
L20	25.12	S84°05'40"E
L21	20.00	S89°48'11"E

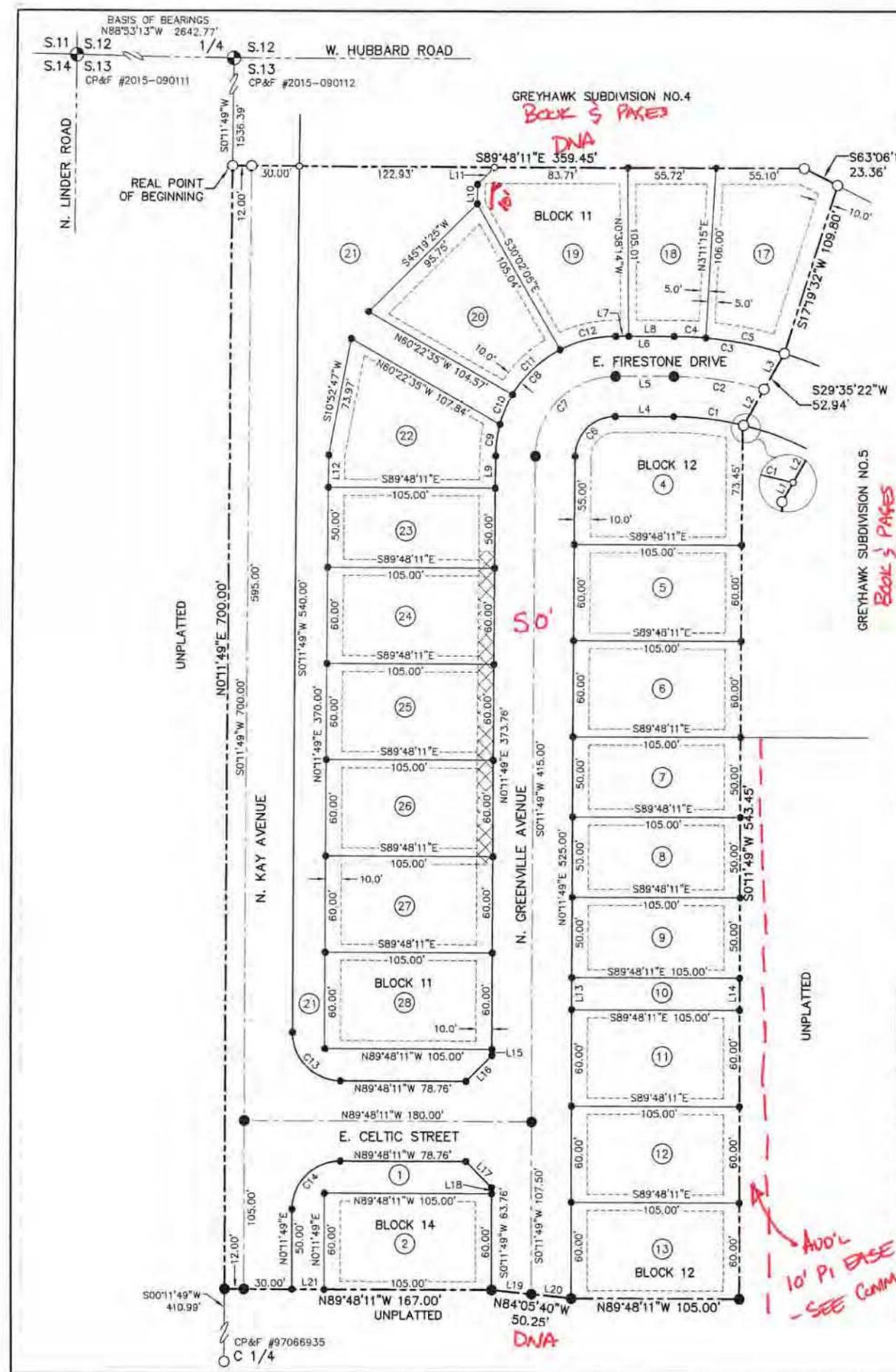
CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	185.00	44.36	44.25	N82°56'02"W	13°44'19"
C2	210.00	57.33	57.15	N81°58'56"W	15°38'29"
C3	235.00	70.25	69.99	N81°14'20"W	17°07'43"
C4	235.00	20.08	20.07	N87°21'20"W	4°53'42"
C5	235.00	50.18	50.08	N78°47'29"W	12°14'01"
C6	25.00	39.27	35.36	S45°11'49"W	90°00'00"
C7	50.00	78.54	70.71	S45°11'49"W	90°00'00"
C8	75.00	117.81	106.07	S45°11'49"W	90°00'00"
C9	75.00	19.94	19.86	S7°48'44"W	15°13'50"
C10	75.00	20.19	20.13	S23°08'22"W	15°25'26"
C11	75.00	41.44	40.91	S46°40'45"W	31°39'19"
C12	77.89	44.47	43.87	S78°54'19"W	32°47'49"
C13	30.00	47.12	42.43	S44°48'11"E	90°00'00"
C14	30.00	47.12	42.43	S45°11'49"W	90°00'00"

NOTES:

- LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY LINE AND ALL REAR LOT LINES HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES PROPERTY DRAINAGE AND CITY OF KUNA SEWER, WATER AND PRESSURE IRRIGATION EASEMENT AS SHOWN. EACH SIDE OF INTERIOR LOT LINES HAVE A FIVE (5) FOOT WIDE PUBLIC UTILITIES PROPERTY DRAINAGE AND CITY OF KUNA SEWER, WATER AND PRESSURE IRRIGATION EASEMENT AS SHOWN.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RE-SUBDIVISION AND MAY REQUIRE AMENDMENT OF THE DEVELOPMENT AGREEMENT.
- LOT 21, BLOCK 11, LOT 10, BLOCK 12 AND LOT 1, BLOCK 14, ARE DESIGNATED AS COMMON AREA LOTS AND SHALL HAVE A BLANKET PUBLIC UTILITIES PROPERTY DRAINAGE AND PRESSURE IRRIGATION EASEMENTS AND SHALL BE OWNED AND MAINTAINED BY THE GREYHAWK HOMEOWNER'S ASSOCIATION, INC. THIS OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF KUNA CITY. THE GREYHAWK HOMEOWNER'S ASSOCIATION, INC. IS RESPONSIBLE FOR PAYMENT OF IRRIGATION ASSESSMENTS FOR THE COMMON LOTS. IN THE EVENT THE GREYHAWK HOMEOWNER'S ASSOCIATION, INC. FAILS TO PAY THE ASSESSMENTS, EACH RESIDENTIAL LOT WILL BE RESPONSIBLE FOR A FRACTIONAL SHARE OF THE ASSESSMENT.
- MAINTENANCE OF ANY IRRIGATION, DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
- IRRIGATION WATER WILL BE PROVIDED BY CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(B). ALL LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM CITY OF KUNA SUBJECT TO ORDINANCE ANNEXING THE GREYHAWK SUBDIVISION NO. 6 INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT AND POOLING THE APPURTENANT WATER RIGHTS THEREOF, RECORDED AS INSTRUMENT NO. \_\_\_\_\_ RECORDS OF ADA COUNTY, IDAHO.
- MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
- THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL FACILITY OR AN EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- GREYHAWK SUBDIVISION IS SUBJECT TO A CITY OF KUNA DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NUMBER 107192876 AT THE ADA COUNTY RECORDERS OFFICE.
- ALL LOTS WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GREYHAWK SUBDIVISION INSTRUMENT NO. 108001929 AND AMENDED BY INSTRUMENT NO. \_\_\_\_\_
- DIRECT LOT ACCESS TO N. KAY AVENUE IS PROHIBITED.
- EXISTING ACHD SIDEWALK EASEMENT INSTRUMENT NO. \_\_\_\_\_
- A PORTION OF LOTS 23-27, BLOCK 13 ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON MAY 8, 2009 AS INSTRUMENT NO. 109053259 OFFICIAL RECORDS OF ADA COUNTY AND FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015, AS INSTRUMENT NO. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RE-SUBDIVISION AND MAY REQUIRE AMENDMENT OF THE DEVELOPMENT AGREEMENT.



**ISG** IDAHO SURVEY GROUP, P.C.  
1450 E. WATERTOWER ST. SUITE 130  
MERIDIAN, IDAHO 83642  
PH. (208) 846-8570  
FAX (208) 884-5399



*HAVE A 10' P.U. EASEMENT CITY OF KUNA UTILITIES*

*OR*

*NEED A LETTER REQUESTING ANNEX*

# GREYHAWK SUBDIVISION NO. 6

### CERTIFICATE OF OWNERS

Know all men by these presents: That Jerry M. Hess a married man, as his sole and separate property, is the owner of the property described as follows:

A portion of the SW 1/4 of the NE 1/4 of Section 13, T. 2N., R. 1W., B.M., Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 13 from which the Northwest corner of said Section 13 bears North 88°53'13" West, 2642.77 feet;

thence along the West boundary line of Greyhawk Subdivision No. 1, as same is recorded in Book 99 of Plats at Pages 12854-12858, along the West boundary of Greyhawk Subdivision No. 2, as same is recorded in Book 106 of Plats at Pages 14699-14701 and along the West boundary line of Greyhawk Subdivision No. 4, as same is recorded in Book 109 of Plats at Pages 15482-15484, records of Ada County, Idaho South 00°11'49" West, 1536.39 feet to the SW corner of said Greyhawk Subdivision No. 4, said point also being the REAL POINT OF BEGINNING;

thence along the southerly boundary line of said Greyhawk Subdivision No. 4 the following 2 courses and distances:

thence South 89°48'11" East, 359.45 feet;

thence South 63°06'16" East, 23.36 feet to the NW Corner of Greyhawk Subdivision No. 5 as same is recorded in Book 109 of Plats at Pages 15482-15484, records of Ada County, Idaho;

thence along the westerly boundary line of said Greyhawk Subdivision No. 5 the following 2 courses and distances:

thence South 17°19'32" West, 109.80 feet;

thence South 29°35'22" West, 52.94 feet to the <sup>NW</sup> corner of Lot 1, Block 12 of said Greyhawk Subdivision No. 5;

thence continuing along the westerly boundary line of said Greyhawk Subdivision No. 5 and the southerly extension thereof South 00°11'49" West, 543.45 feet;

thence North 89°48'11" West, 105.00 feet;

thence North 84°05'40" West, 50.25 feet;

thence North 89°48'11" West, 167.00 feet to a point on the North-South centerline of said Section 13;

thence along said North-South centerline North 00°11'49" East, 700.00 feet to the REAL POINT OF BEGINNING, Containing 5.32 acres, more or less.

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

\_\_\_\_\_  
Jerry M. Hess

### CERTIFICATE OF SURVEYOR

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



### ACKNOWLEDGMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Jerry M. Hess, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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

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

# GREYHAWK SUBDIVISION NO. 6

### HEALTH CERTIFICATE

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

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

### APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

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

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

### APPROVAL OF CITY ENGINEER

I, Gordon Law, the City Engineer in and for the City of Kuna, Ada County, Idaho, on this day \_\_\_\_\_, hereby approve this plat.

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

### APPROVAL OF CITY COUNCIL

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

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

### CERTIFICATE OF COUNTY SURVEYOR

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

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

### CERTIFICATE OF COUNTY TREASURER

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

\_\_\_\_\_  
Date

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

### COUNTY RECORDER'S CERTIFICATE

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

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

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

\_\_\_\_\_  
Deputy

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



<b>ISG</b>	IDAHO SURVEY GROUP, P.C.	1450 E. WATERTOWER ST. SUITE 130 MERIDIAN, IDAHO 83642 PH. (208) 846-8570 FAX (208) 884-5399

**Trevor Kesner**

---

**From:** Antonio Conti  
**Sent:** Thursday, May 25, 2017 1:55 PM  
**To:** Trevor Kesner  
**Cc:** Mike Borzick  
**Subject:** Greyhawk No. 6

Trevor,

The plat is good enough for council approval. There are some minor technical items that will need to be addressed prior to our signature on the mylar.

Antonio Marcel Conti  
City of Kuna  
City Engineer  
Office: 208.639.5343  
Cell: 209.712.7011

The information contained in this message is intended only for the recipient, and may otherwise be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, please be aware that any dissemination or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by replying to the message and deleting it from your computer. The City of Kuna reserves the right, subject to applicable local law, to monitor and review the content of any electronic message or information sent to or from City of Kuna employee e-mail addresses without informing the sender or recipient of the message.





# City of Kuna

## City Council Memo

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

**To:** Kuna City Council

**Case Number:** 17-01-FP; Journey's End Subdivision No. 2 Final Plat

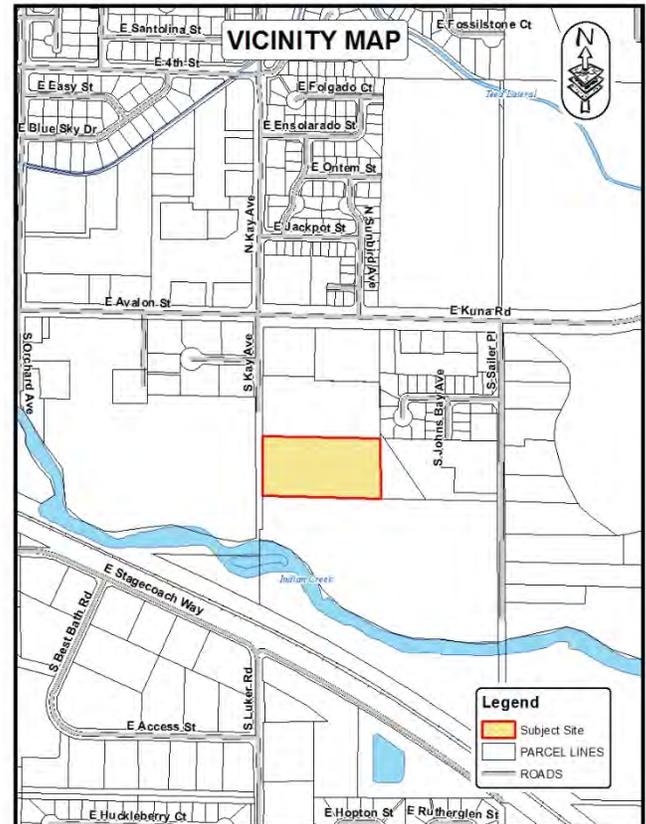
**Location:** 987 E. Kuna Road  
Kuna, Idaho 83634

**Planner:** Jace Hellman, Planner I

**Meeting Date:** June 20, 2017

**Applicant/  
Representative:** A Team Land Consultants  
Steve Arnold  
1785 Whisper Cove Ave.  
Boise, ID 83709  
208.321.0525  
[steve@ateamboise.com](mailto:steve@ateamboise.com)

**Owner:** Black Creek, LLP  
PO Box 690  
Meridian, ID 83680  
208.871.2070



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

1. The applicant is requesting Final Plat approval for the second phase of *Journey's End Subdivision*. The final plat for Journey's End Subdivision No. 2 proposes ten (10) total four-plex lots and one (1) common lot for the future construction of 32 multi-family units. Two (2) of the ten (10) lots have been previously plated with phase 1 in order to correct a setback.
2. In accordance with KCC Title 6 Subdivision Regulations, this application seeks final plat approval for the Journey's End Subdivision No. 2. This proposed final plat is in conformance with the approved preliminary plat.

### B. Applicable Standards:

1. Kuna City Code Title 6 Subdivision Regulations.

### C. Staff Analysis:

1. After review, staff has determined the proposed Final Plat appears to meet the technical requirements of the subdivision ordinance.
2. Chad Gordon with J & M Sanitation has notified staff of a concern about the number of provided enclosures and that at least one more additional enclosure will be necessary (In addition to what is proposed).
3. Staff has determined that the proposed final plat for the Journey's End Subdivision No. 2 is in substantial conformance with the approved preliminary plat. Applicant shall secure all signatures on the final plat check-

off list prior to requesting City engineer's signature on the final plat Mylar. Applicant shall be subject to the following recommended changes to the final plat and comments listed below, unless directed differently by the Kuna City Council:

- a. The applicant shall adhere to all agency and staff recommendations
- b. Applicant shall follow all Kuna Rural District standards
- c. Adjust the final plat to address and conform to the City Engineer's comments and redlines.
- d. Applicant shall work with Chad Gordon at J & M Sanitation to satisfy their enclosure design, access and location requirements, as well as providing the appropriate number of enclosures.
- e. The applicant shall comply with all federal, state and local laws



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

### Commission & Council Review Application

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

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

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

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

For Office Use Only	
File Number (s)	17-01-FP
Project name	Journey's End #2 FP
Date Received	5/04/2017
Date Accepted/Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

#### Contact/Applicant Information

Owners of Record: <u>Black Creek LLP</u>	Phone Number: <u>871-2070</u>
Address: <u>PO Box 690</u>	E-Mail: <u>steve@ateamboise.com</u>
City, State, Zip: <u>Meridian ID, 83680</u>	Fax #: <u>401-0977</u>
Applicant (Developer): <u>A Team Land Conslts</u>	Phone Number: <u>321-0525</u>
Address: <u>1785 Whisper Cove Ave</u>	E-Mail: <u>steve@ateamboise.com</u>
City, State, Zip: <u>Boise, ID, 83709</u>	Fax #: <u>401-0977</u>
Engineer/Representative: <u>A Team Land Conslts</u>	Phone Number: <u>321-0525</u>
Address: <u>1785 Whisper Cove Ave</u>	E-Mail: <u>steve@ateamboise.com</u>
City, State, Zip: <u>Boise ID, 83709</u>	Fax #: <u>401-0977</u>

#### Subject Property Information

Site Address: <u>987 E. Kuna Road, Kuna ID, 83634</u>
Site Location (Cross Streets): <u>Kay Avenue and Sailer Place</u>
Parcel Number (s): <u>R0615252032, R0615252200</u>
Section, Township, Range: <u>Section 25, T.2N, R.1W, B.M.</u>
Property size : <u>2.40 acres</u>
Current land use: <u>Agriculture</u> Proposed land use: <u>Multifamily</u>
Current zoning district: <u>C-1</u> Proposed zoning district: <u>C-1</u>



**Project Description**

Project / subdivision name: Journey's End Subdivision No. 2

General description of proposed project / request: This phase is 10 four plex lots, and 1 common. Two of the lots have been previously platted that are included to correct a setback.

Type of use proposed (check all that apply):

Residential \_\_\_\_\_

Commercial \_\_\_\_\_

Office \_\_\_\_\_

Industrial \_\_\_\_\_

Other \_\_\_\_\_

Amenities provided with this development (if applicable): Street buffers and common area.

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No

Please describe the existing buildings: Outbuildings to be removed, existing 4-plex to remain

Any existing buildings to remain?  Yes  No

Number of residential units: 32 Multifamily Number of building lots: 10 total, 2 existing

Number of common and/or other lots: 1

Type of dwellings proposed:

Single-Family \_\_\_\_\_

Townhouses \_\_\_\_\_

Duplexes \_\_\_\_\_

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

Other \_\_\_\_\_

Minimum Square footage of structure (s): 4,344 s.f.

Gross density (DU/acre-total property): 15/acre Net density (DU/acre-excluding roads): 16/acre

Percentage of open space provided: 50% Acreage of open space: 1.15-acres

Type of open space provided (i.e. landscaping, public, common, etc.): Street & residential buffers

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

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

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

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

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

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

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

Proposed Parking:

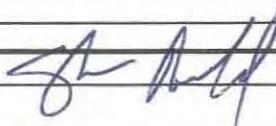
a. Handicapped spaces: \_\_\_\_\_ Dimensions: \_\_\_\_\_

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

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

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

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

Applicant's Signature:  Date: 5-4-17



May 4, 2017

Mr. Trevor Kesner, Planner II  
City of Kuna  
751 W. 4<sup>th</sup> Street  
Kuna, Idaho 83634

Dear Troy:

Subject: Journey's End Subdivision No. 2

On behalf of Black Creek LLP, A Team Land Consultants presents to the City of Kuna a Final Plat application for Journey's End Subdivision No. 2. The subject property is located at the 987 E. Kuna Road, between Kay Avenue and Sailer Place. The property contains approximately 2.4 total acres, with eight new 4-plex lots and two existing 4-plex lots, and one common lot. The two existing lots are being re-platted to correct a setback issue that was created when one of the buildings was constructed at the wrong location.

The City Council approved the preliminary plat on January 5, 2016, with 25 multifamily lots, 87 single family lots and 20 townhouse lots. This phase of the final plat substantially complies with the preliminary plat, is in conformance with all provisions of the UDC, and complies with all architectural, engineering, and surveying standards.

Please notify us as early as possible if you should need additional information regarding this application.

Sincerely,  
A Team Land Consultants

A handwritten signature in black ink that reads 'Steve Arnold'.

Steve Arnold  
Project & Real Estate Manager

Cc: Tom Nicholson  
Scott Nicholson  
Linda Boots





WARRANTY DEED

THOMAS T. NICHOLSON and DIANA R. NICHOLSON, husband and wife, Grantors, hereby convey, grant and warrant to BLACKS CREEK LIMITED PARTNERSHIP, Grantee, whose address is P.O. Box 690, Meridian, ID 83680, for the issuance of additional units in the Grantee partnership, and other good and valuable consideration, the following described real property, to-wit:

IN Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho.

Section 25: SW 1.40 ac. In Lot 5 in NW4NE4, NW4NW4NE4, Lot 6 in NW4NE4, SW4NE4 North of Indian Creek SW4NE4 North of railroad and South of Indian Creek, NW4NW4NE4 (all in Avalon Orchard Tracts), S2S2NW4NE4

Section 25: 4.66 acres Northeast of railroad right-of-way in SE4NW4

Approximately 67.06 acres + or -

Subject to taxes and assessments for the year 1996 and all subsequent years, together with all existing easements, rights-of way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights in anywise appertaining to the property herein described.

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

IN WITNESS WHEREOF, the Grantors have executed this instrument on this 27<sup>th</sup> day of December, 1995.

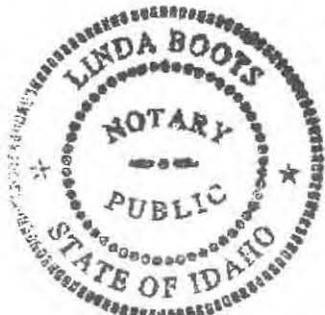
Thomas T. Nicholson (signature)

Diana R. Nicholson (signature)

State of Idaho )
) ss
County of Ada )

95094748
Tom Nicholson
ADA CO. RECORDER
J. DAVID NAVARRO
HOUSE ID

On this 27<sup>th</sup> day of December, 1995, before me, Linda Boots, a Notary Public, personally appeared THOMAS T. NICHOLSON and DIANA R. NICHOLSON, husband and wife, known and identified to me to be the persons whose names are subscribed to the within instrument, and acknowledge to me that they executed the same.



Linda Boots (signature)
Notary Public for Idaho
Commission Expires 5/31/01
Residing in Meridian, ID
95 DEC 27 PM 12:59
RECORDED AT THE REQUEST OF

RECORD OF SURVEY No. \_\_\_\_\_

Book \_\_\_\_\_ Page \_\_\_\_\_

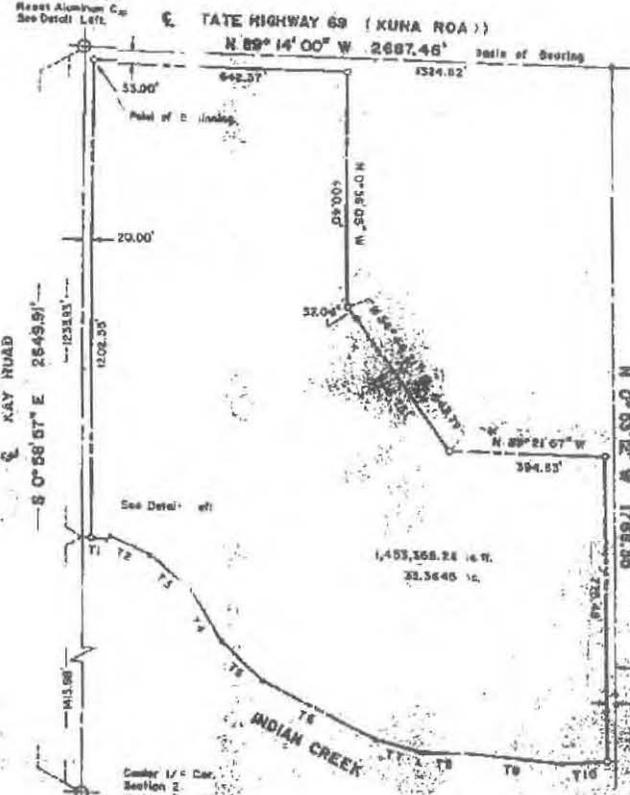
A Parcel of land all located in the  
West 1/2 of the Northeast 1/4 of Section 25,  
T 2 N., R. 1 W., S. M., Ada County, Idaho  
1987

C & T RANCHES, INC.  
INDIAN CREEK PROPERTY

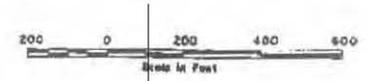
Notes: A. According to the Amended Plat of part of the Avelon Creek Tracts to Block 17 and Range 17 S. in the Ada County Records, this 1/2 Corner of Section 25 was located by a survey of the Avelon Creek Tracts in 1964. The location of the corner was shown on the plat as being 33.02' from the center of the road. However, the existing county road is shown on the plat as being 33.02' from the center of the road. The location of the corner was shown on the plat as being 33.02' from the center of the road. However, the existing county road is shown on the plat as being 33.02' from the center of the road.

C.P.F. No. 8723232  
North 1/4 Cor.  
Sec. 25

North 1/4 Cor.  
Section 25  
Find 3/8" Iron Pin  
Reset Aluminum Cap  
See Detail Left



Found Aluminum Cap  
C.P.F. No. 7907148



Tangent No.	Bearing	Distance
1	S 84° 33' 42\"	42.97'
2	S 65° 22' 20\"	112.66'
3	S 49° 46' 02\"	129.78'
4	S 34° 25' 02\"	148.70'
5	S 22° 22' 45\"	144.11'
6	S 11° 34' 16\"	318.00'
7	S 7° 52' 02\"	218.65'
8	S 2° 57' 10\"	423.10'
9	S 1° 39' 33\"	228.72'
10	N 6° 45' 36\"	118.40'

CERTIFICATE OF SURVEY

I, Wade Porter, do hereby certify that I am a Land Surveyor, licensed by the State of Idaho, and that this map was drawn from an actual survey of the ground under my direct supervision, and accurately represents the points mapped thereon, and is in conformity with the State laws and rules relating to land surveys, and the Corner Points shown on this plat are not Idaho corners.

Wade Porter  
Surveyor



LEGEND

- Aluminum Cap
- 3/8" Iron Pin
- 1/2" Iron Pin
- P.K. Nail
- Point not surveyed
- Contour Line
- Boundary Line

Center 1/4 Cor.  
Section 25  
Find 1/2" Iron Pin  
Reset Aluminum Cap  
C.P.F. No. 8723233

Survey of (land) \_\_\_\_\_  
County of Ada \_\_\_\_\_  
Filed for record at the request of Wade Porter at \_\_\_\_\_ and \_\_\_\_\_  
of \_\_\_\_\_ Min. on \_\_\_\_\_ o'clock \_\_\_\_\_ at this  
\_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
JOHN BROWN, State Surveyor  
By \_\_\_\_\_ Dep'y

PORTER'S LAND SURVEYING  
Plymouth, Idaho  
Surveying  
Salt Lake, Idaho



# Aerial Map



**Project Site**

	Subject Site
	PARCEL LINES
	ROADS

FOR RECORDING INFORMATION

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**OF**

**JOURNEY'S END SUBDIVISION**

\* \* \* \* \*

THIS DECLARATION is made on the date hereinafter set forth by Black Creek Limited Partnership, an Idaho limited partnership, hereafter referred to as "Declarant".

**WITNESSETH**

WHEREAS, Declarant is the owner of certain real property in Ada County, State of Idaho, hereinafter referred to as the "Properties", more particularly described as follows:

JOURNEY'S END SUBDIVISION, according to the official plat thereof, filed in Book 111 of Plats at Pages 16088 through 16090, and recorded March 27, 2017, as Instrument No. 2017-025385, records of Ada County, Idaho; and

WHEREAS, Declarant desires to subject the above-described Properties to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the Properties and their present and subsequent Owners as hereinafter specified, and will convey the Properties subject thereto;

NOW, THEREFORE, Declarant hereby declares that all of the Properties above described shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of, and which shall run with the Properties and be binding on all parties now or hereafter having any right, title or interest therein or to any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I: DEFINITIONS**

The following terms shall have the following meanings:

Section 1. "ARCHITECTURAL CONTROL COMMITTEE" shall mean the committee to be appointed pursuant to Article X, Section 1, below.

Section 2. "ASSESSMENT" shall mean a payment required of Association members, including Initiation, Transfer, Annual, Special and Limited Assessments as provided for in this Declaration.

Section 3. "ASSOCIATION" shall mean and refer to Journey's End Owners Association, Inc., a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 4. "BOARD" shall mean and refer to the Board of Directors of the Association.

Section 5. "BUILDING LOT" a Lot intended for the construction of a Residential Structure thereon.

Section 6. "COMMON AREA" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the Owners. The initial Common Area to be owned by the Association is described as Lots 5 and 7 in Block 1, Journey's End Subdivision, according to the official plat thereof.

Section 7. "DECLARANT" shall mean and refer to Black Creek Limited Partnership, an Idaho limited partnership, and subject to the provisions of Article XV, Section 4, its successors, heirs and assigns.

Section 8. "DECLARATION" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions as the same may be amended from time to time.

Section 9. "DWELLING UNIT" shall mean that portion or part of any Residential Structure intended to be occupied by one family as a dwelling unit, together with the adjoining vehicular parking garage, if any, and all projections therefrom.

Section 10. "FOUR-PLEX BUILDING" a residential structure to be constructed on a Building Lot consisting of four Dwelling Units.

Section 11. "IMPROVEMENT" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Properties, including, without limitation, buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs (including but not limited to any Subdivision identification signs, private street signs, and no parking signs), lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever.

Section 12. "LOT" or "LOTS" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 13. "MEMBER" shall mean a member of the Association as set forth in this Declaration.

Section 14. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Building Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 15. "PLAT" shall mean a final subdivision plat covering any real property in Journey's End Subdivision, as recorded in the Office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto. "Plat" shall also mean a final subdivision plat covering any additional real property which may be annexed into the subdivision project described herein pursuant to the provisions of Article XIV, below.

Section 16. "PROPERTIES" shall mean and refer to that certain real property hereinabove described and any additional real property annexed pursuant to the provisions of Article XIV, below.

Section 17. "RESIDENTIAL STRUCTURE" shall mean and refer to any structure intended for residential occupancy, including without limitation, single family structures, townhome structures or Four-Plex Buildings.

Section 18. "SUBDIVISION" shall mean Journey's End Subdivision as shown on the final Plat recorded in the Office of the County Recorder, Ada County, Idaho. "Subdivision" shall also include any additional real property shown on a final plat which is annexed into the subdivision project described herein pursuant to the provisions of Article XIV, below.

## **ARTICLE II: PROPERTY RIGHTS**

Section 1. Enjoyment of Common Area: Each Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:

A. The right of the Association to levy reasonable assessments for the maintenance of the Common Area and any improvements or facilities located thereon as set forth herein below.

B. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners.

C. The right of the Board to promulgate reasonable rules and regulations governing the right of use of the Common Area by the Owners, from time to time, in the interest of securing maximum safe and fair usage thereof, without unduly infringing upon the privacy or enjoyment

of any Owner or occupant of a Lot, including without being limited thereto, reasonable regulations and restrictions regarding vehicle parking thereon.

D. Any and all easement rights granted to the Owners or reserved to the Declarant in this Declaration.

Section 2. Delegation of Use: Any member may delegate, in accordance with the rules and regulations adopted from time to time by the Board, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers, provided they reside on the Properties at the time of use.

Section 3. Rights Reserved by Declarant: Notwithstanding anything to the contrary contained in this Declaration, Declarant expressly reserves unto:

A. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, easements and rights-of-way on, over and across all or any part of the Common Area for vehicular and pedestrian ingress and egress to and from any part of the Properties, or any adjacent real property owned by Declarant, or its successors or assigns, while the Properties are under construction and until the Declarant has sold all Lots;

B. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees (including any district, company, unit of local government, association or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), easements, access and rights-of-way on, over, under and across all or part of the Common Area and utility easements on, over and under all Lots and Common Area as provided on any recorded Plat of the Properties for installation, use, maintenance and repair of all lines, wires, pipes, pumps, water wells, facilities, and other things necessary for all such services, provided that any installation, maintenance or repair of such lines, wires or pipes shall be performed with reasonable care and that the surface of said easement area, including without limitation any concrete and/or pavement located thereon, shall be restored to the level and condition that existed prior to the doing of work; and

C. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, the right to use the Common Area where applicable, to facilitate and complete the development of the Properties, and any annexed property, including without limitation the use of the Common Area where applicable, for:

1. Construction, excavation, grading, landscaping, parking and/or storage;
2. Maintenance and operation of a sales office and model units for sales purposes;
3. The showing to potential purchasers of any unsold Lot, unit or improvements within the Properties;

4. Display of signs and flags to aid in the sale of any unsold Lots and Residential Structures, or all or part of the Properties;
5. Construction, operation and maintenance of all or any portion of any Common Area by Declarant, its successors or assigns;

Section 4. Right to Amend Declaration: Declarant reserves the right to amend this Declaration in accordance with the provisions of Article XV, Section 3, below.

Section 5. Reservation of Development Rights: No provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Properties and to construct Improvements thereon, nor Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Properties, nor Declarant's right to post signs incidental to construction, sales or leasing. Any development plans or schemes for the Properties in existence prior to or following the effective date of this Declaration are subject to change at any time by Declarant, and impose no obligation on Declarant as to how the Properties are to be developed or improved.

Section 6. Power to Grant Common Area Use Rights. Declarant hereby reserves to itself the right and power to grant to the owners of other properties it may designate in a written notice to the Association the right to use and enjoy the Common Area, or any portion thereof, and any improvements and recreational facilities located thereon, on such terms and conditions as Declarant may in its sole discretion determine; provided that if Declarant elects to do so, Declarant shall establish a mechanism whereby any such property owners, or an association of such property owners, are bound to contribute toward the costs of operation and maintenance of such Common Area and improvements in such amount or proportion as Declarant shall determine. If Declarant elects to exercise the powers described herein, the Association and all Members and Owners shall be bound to honor and recognize any such use rights and the terms and conditions upon which such rights have been granted notwithstanding that those to whom such rights have been granted are not Members of the Association or Owners as those terms are defined in this Declaration; and neither the Association nor any Member nor any Owner shall have the power or authority to (i) terminate, modify, diminish or otherwise interfere with such use rights except to the extent that Declarant may so empower the Association and/or the Owners or Members; (ii) discriminate against any persons to whom such use rights have been granted as to the time or manner in which such rights may be exercised, it being the intent of the Declarant that, unless Declarant shall otherwise provide, such use rights shall in all respects be equal and indistinguishable from the rights of the Members and Owners. The reservation of Declarant's right as set forth in this Section 6 may be exercised by Declarant for so long as Declarant shall own any Building Lot which is subject to this Declaration.

### **ARTICLE III: OWNERS ASSOCIATION**

Section 1. Membership: Every Owner of a Building Lot which is subject to this Declaration shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Building

Lot. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said Building Lot shall terminate or be transferred.

Section 2. Voting Rights: The Association shall have two classes of voting membership:

CLASS A: Class A Members shall be all Owners, with the exception of the Declarant. The Class A Members shall be non-voting Members of the Association until such time as voting rights of the Class B Member(s) expire, as provided below. Upon the Class A Members becoming entitled to voting rights, each Class A Member shall be entitled to one (1) vote for each Building Lot owned and when more than one (1) person holds an interest in a Building Lot, all such persons shall be Class A Members but the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Building Lot owned by a Class A Member(s).

CLASS B: Class B Members shall be the Declarant, and its successor(s) in title to which successor the Declarant has specifically granted such Class B voting rights in writing; provided, that if such voting rights are not so granted, such successor shall be considered to be a Class A Member with respect to each Building Lot owned. The Class B Members shall be entitled to one (1) vote for each Building Lot owned. The Class B membership and the Class B voting rights shall be converted to Class A membership when the Declarant (or its successors in title to whom the Declarant has granted the Class B voting rights, as above provided) no longer owns a Lot within the Subdivision.

The foregoing notwithstanding, in the event any additional real property owned by Declarant shall be annexed into the subdivision project described in this Declaration pursuant to the provisions of Article XIV, below, the Class B membership shall not be deemed to have converted to Class A membership pursuant to subparagraph A, above, and the Class B membership shall remain in existence (or be deemed reinstated if previously converted to Class A membership) as respects all Lots owned by Declarant.

Section 3. Assessments: Each Owner of any Lot, by acceptance of a deed therefore from Declarant (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association an Initiation Assessment, Transfer Assessment, Annual Assessments, Special Assessments and Limited Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided:

A. Initiation and Transfer Assessments: Upon the initial conveyance by Declarant and upon each subsequent transfer of each Building Lot, the purchaser thereof shall pay an Initiation Assessment or Transfer Assessment, as the case may be, to the Association in the amount of \$\_\_\_\_\_.

B. Annual Assessments: The Annual Assessment levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Owners, for the operation, maintenance, repair and improvement of the Common Area and Improvements located

thereon (including, without limitation, any recreational facilities located thereon), for the reasonable expenses incurred in the operation of the affairs of the Association, for the expenses incurred by the Association in connection with any of its obligations contained in this Declaration (including, without limitation, the expenses incurred in maintaining the common driveway and parking lot as set forth in Article IV, Section 3, below and the landscaping improvements and building exteriors as set forth in Article VII, Section 1, below) or in the Bylaws of the Association, for a reasonable and adequate reserve fund for the performance of the Association's obligations, including without limitation, the maintenance, repair and replacement of the Common Areas and Improvements thereon, any decorative street lights as described in Article V, below, and landscaping improvements and exteriors of buildings located on Building Lots, to be established from time to time by and in the discretion of the Board and for any other purpose reasonably authorized by the Board. The initial amount of the Annual Assessment against each Building Lot shall be \$ \_\_\_\_\_. In addition to the Initiation Assessment set forth above, the then current Annual Assessment, adjusted according to the number of months remaining in the calendar year, shall be payable by the purchaser thereof at the closing of the initial sale by Declarant of each Building Lot. The Board shall thereafter fix the amount of the Annual Assessment against each Building Lot at least thirty (30) days in advance of each calendar year. The Annual Assessment shall be payable to the Association without demand in installments at such intervals as may be determined by the Board. The due dates shall be established by the Board and if not so established, such Assessment shall be due on January 1 of each calendar year. Failure of the Board to fix the amount of the Annual Assessment or to deliver or mail to each Owner a notice thereof, shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay the Annual Assessment. In such event, each Owner shall continue to pay the Annual Assessment last established by the Board until a new assessment amount is established.

C. Special Assessments: In addition to the Initiation, Transfer and Annual Assessments authorized above, the Board may levy a Special Assessment, payable over such period of time as the Board shall reasonably determine, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Area, or for any unanticipated expenses or obligations, provided that any such assessment intended to pay the cost of initial construction of any new facility or improvement shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a regularly scheduled meeting or a special meeting duly called for this purpose. Written notice of any meeting at which any action authorized under this paragraph above is anticipated, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Any Special Assessment shall be payable over such a period as the Board shall determine.

D. Limited Assessments: The Association shall have the power to incur expenses for the maintenance and repair of any Lot or Improvement, for the repair of damage to the Common Area caused by the negligence or willful misconduct of an Owner or his family, guests, invitees,

agents, employees, or contractors, or for the correction of any violation of this Declaration, including monetary penalties therefore as set forth in Article XV, Section 1, below, if the responsible Owner has failed or refused to perform such maintenance or repair or to correct such violation after written notice of the necessity thereof has been delivered (as set forth herein below) by the Board to the responsible Owner. The Board shall levy a Limited Assessment against the Owner to reimburse the Association for the cost of such maintenance, repair or corrective action, together with any other cost or expense, including attorney's fees, arising out of or incident to such maintenance, repair or corrective action or the collection of the assessment therefore. Any such Limited Assessment shall be due within thirty (30) days of the date written notice thereof is delivered (as set forth herein below) to the responsible Owner. The notices required in this paragraph shall be delivered personally to such Owner or sent by first class or certified mail to the last known address of such Owner as shown on the records of the Association.

E. Uniform Rate of Assessment: The Initiation, Transfer, Annual and Special Assessments (but not Limited Assessments) must be fixed at a uniform rate for non-exempt Lots.

F. Creation of Lien and Personal Obligation of Assessments: The Initiation, Transfer, Annual, Special and Limited Assessments, together with interest, late fees, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with interest, late fees, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

G. Effect of Nonpayment of Assessments; Remedies of Association: Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum and the Owner shall be subject to a late fee equal to five percent (5%) of the unpaid Assessment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The provisions of this Paragraph G shall be in addition to any other enforcement rights of the Association, including, without limitation, the Association's right to suspend voting rights as set forth in Section 5 of this Article III, below.

H. Certificate of Payment: The Association shall, upon written demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance unless corrected within ten (10) days.

I. Exempt Property: The following property, subject to this Declaration, shall be exempt from the Assessments created herein:

1. All Lots and other property expressly dedicated to and accepted by a local public authority;
2. All Lots and other property owned by the Association;
3. All Lots and other property owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

In lieu of paying Annual Assessments, Declarant will contribute, in a timely manner, non-refundable monies to the Association in order to support budgeted or previously agreed to operating costs (excluding any amount for reserves) in excess of current Association operating revenues, so long as Declarant owns any Lots; provided, however that Declarant's obligation hereunder shall, at Declarant's option, cease at such time as Declarant's Class B membership shall be converted to Class A membership as set forth in Section 2, above or Declarant elects, by written notice to the Association to pay Annual Assessments pursuant to the provisions of this Section 3.

Section 4. Management: The affairs of the Association shall be conducted by a Board of Directors and such officers as the Board may elect or appoint, in accordance with the Association's Articles of Incorporation and Bylaws, as the same may be amended from time to time.

Section 5. Powers of Association: The Association shall have all powers of a nonprofit corporation organized under the laws of the State of Idaho, subject only to such limitations as are expressly set forth in the Association's Articles of Incorporation and Bylaws or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Association's Articles of Incorporation and Bylaws or this Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Areas and the performance of other responsibilities set forth in this Declaration. Without intending to limit the foregoing, the Association shall have the following powers:

- A. The power to levy and collect assessments as set forth in this Declaration.
- B. The power to enforce this Declaration on its own behalf, or on behalf of any Owners who consent thereto, and to maintain actions and suits to restrain and enjoin any breach or threatened breach of the Association's Articles of Incorporation and Bylaws, this Declaration or any rules or regulations adopted by the Board.
- C. The power to enforce penalties as more specifically provided in this Declaration.
- D. The power to adopt, amend, and repeal such rules and regulations as the Board deems reasonable and necessary as more particularly set forth in this Declaration.
- E. The power to employ such agents and independent contractors as the Board deems reasonable and necessary including, without limitation, attorneys, accountants and managers, on such terms and conditions as the Board may determine.

F. The power to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed ninety (90) days for each infraction of any of its published rules and regulations.

Section 6. Management Agreement: Declarant, for so long as it owns any Lots, and the Association thereafter, shall have the right, power and authority to enter into an agreement with a qualified management company to provide management services to the Association, which services may include, without limitation, general management of the affairs of the Association, maintenance of the Common Areas and facilities located thereon, performance of any other obligation or responsibility of the Association set forth in this Declaration or in the Bylaws of the Association, and the operation and management of tenant occupied Dwelling Units. Any such agreement shall be subject to such terms and conditions as Declarant or the Association, as the case may be, shall determine are appropriate in the sound exercise of their business judgment, and may have a term of up to two (2) years. In the event any such management agreement shall include provisions for the operation and management of tenant occupied Dwelling Units, no Owner may either self-manage such Dwelling Units it owns or contract with or otherwise engage any other person, firm or company to provide such services, but shall be obligated to utilize the services of the management company with whom Declarant or the Association has contracted. The fees or other compensation to be paid any management company with whom the Declarant or Association has contracted shall be paid as follows: (a) by the Association for the management of the affairs of the Association, for the maintenance of the Common Areas and facilities located thereon, and for the performance of any other obligations or duties of the Association set forth in this Declaration or the Bylaws of the Association; or (b) by the Owner for the operation and management of tenant occupied Dwelling Units owned by the participating Owner.

Section 7. Duties of Association: In addition to the duties delegated to it by the Association's Articles of Incorporation and Bylaws and this Declaration, without limiting the generality thereof, the Association or its authorized agents shall have the obligation to conduct all business affairs of the Association and to perform each of the following duties:

A. Perform, or provide for the performance of, the operation, maintenance and management of the Common Areas and Improvements located thereon, and any other operation, maintenance and repair obligations set forth in this Declaration.

B. To obtain and maintain for the Association the policies of insurance set forth in Article XI of this Declaration.

C. Maintenance of an adequate reserve fund for the performance of its obligations, including the maintenance, repairs and replacement of the Common Areas and Improvements located thereon, the landscaping improvements and building exteriors located on Building Lots, and any other Improvements and facilities which the Association is obligated to operate, maintain and/or repair.

Section 8. Liability of Board Members and Officers: Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its officers, a manager or any other representative or employee of the Association, provided that said Board member, officer, manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.

#### **ARTICLE IV: EASEMENTS**

Section 1. General Drainage and Utility Easements: This Declaration shall be subject to all easements heretofore or hereafter granted and conveyed by Declarant for the installation and maintenance of utilities and drainage facilities and other easements that may be set forth on the Plat, or as may be required for the development of the Properties. In addition, Declarant hereby reserves to itself and for the benefit of the Association the right to grant additional easements and rights-of-way over the Properties, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Properties until close of escrow for the sale by Declarant of the last Lot in the Properties to a purchaser.

Section 2. Specific Easements for Drainage Facilities: Drainage for the Properties, including Common Area and Building Lots, is provided by a system of area drains, seepage beds and sand and grease traps constructed in the locations depicted on the construction plans for the project, the purpose of which is to collect, store and dispose of drainage waters from the Building Lots and Common Area. The Association shall be responsible for the operation, maintenance and repair of the area drains, seepage beds and associated facilities, the cost of which shall be included in the Annual and, as necessary, Special Assessments levied by the Association. In the event the surface area of any Lot is disturbed as a result of any maintenance and repair activities, the same shall be restored to the condition in which it existed prior to such repair and maintenance activity as soon as reasonably practical after completion of such repair or maintenance activity.

Section 3. Improvement of Drainage and Utility Easement Areas: The Owners of Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose.

Section 4. Common Driveway: Vehicular access to the Properties shall be provided by a common driveway and parking area to be constructed on a portion of Lot 7, Block 1. Declarant hereby grants and conveys a permanent easement across the common driveway and parking area, providing perpetual and indefeasible access rights for ingress and egress to each Lot. It is the intent of the Declarant that the easements so created shall run with the land and not be sold or conveyed separately from the Lots taking access over them. The perpetual right of ingress and egress over and upon said common driveway and parking area may not be terminated nor extinguished without the written consent of all Owners, the Association, the Declarant for so long as it owns any Lot subject to this Declaration, and any and all parties having any interest in the Properties. Parking of motor vehicles on the common driveway and parking area is permitted

only in the areas, if any, marked and designated for motor vehicle parking. Any such parking shall be in conformance with the requirements, limitations and restrictions contained in Article VIII, Section 13, below. The Association shall be responsible for the year-round operation, maintenance and repair, including snow removal, of the common driveway and parking area, together with any associated storm drainage facilities. The cost of performing the Association's duties hereunder shall be included in the Annual and Special Assessments, as applicable, levied against all Lots. The provisions of this Section 4 are not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person who is not an Owner, user or occupant of a Lot.

Section 5. Pedestrian Access: Pedestrian access to each Lot shall be provided by sidewalks and pathways to be constructed on Lot 7, Block 1 and other portions of the Properties. Declarant hereby declares, grants and conveys a permanent pedestrian access easement over the said sidewalks and pathways, for the benefit of all Owners, providing perpetual and indefeasible access rights for pedestrian ingress and egress to the said Lots. It is the intent of the Declarant that the easements so created shall run with the land and not be sold or conveyed separately from the Lots taking access over them. The perpetual right of ingress and egress over and upon said sidewalks may not be terminated nor extinguished without the written consent of all Owners, the Association, the Declarant for so long as it owns any Lot subject to this Declaration, and any and all parties having any interest in the Properties. The Association shall be responsible to operate, maintain, repair and replace the said sidewalks and pathways, the cost of which shall be included in the Annual and Special Assessments, as applicable, levied against all Lots. The provisions of this Section 5 are not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person who is not an Owner, user or occupant of a Lot.

Section 6. Easements for Encroachments: If any part of an Improvement on the Common Area encroaches or shall hereafter encroach upon any Lot or Lots, a permanent easement for such encroachment and for the maintenance of the same is hereby declared to exist, provided that such encroachment shall not having been willfully caused to exist. If any part of an Improvement encroaches or shall hereafter encroach upon the Common Area or upon any adjoining Lot or Lots, an easement for such encroachment and for the maintenance of the same is hereby declared to exist, provided that such encroachment shall not having been willfully caused to exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Lots. Encroachments referred to herein shall include, without limitation, encroachments caused by engineering or surveying errors; settling, rising, or shifting of the earth; changes in position caused by construction, repair or reconstruction of any Improvements in accordance with approved plans; any encroachment due to any building overhangs or projections (including, without limitation, eaves, entry covers, porches, steps, stoops, decks, balconies, chimneys, bay windows, gables, trellises, cornices, siding, trim and other extensions of buildings and the like); and the placement of any mechanical equipment or utility facilities and the like.

Section 7. Easements of Access for Repair and Maintenance: The Declarant, the Association and each Owner shall have a blanket, perpetual easement and right of access over, across, in and to the Common Area and every Lot to be exercised from time to time and at reasonable hours as may be necessary to perform their respective maintenance and repair

obligations as more fully set forth in this Declaration. Any damage caused to the Common Area or any other Lot or Improvement in the exercise of the rights granted hereunder shall be promptly repaired at the expense of the one causing such damage. The perpetual right of access over and upon said Lots and Common Area may not be terminated nor extinguished without the written consent of all Owners, the Association, the Declarant for so long as it owns any Lot subject to this Declaration, and any and all parties having any interest in the Properties.

#### ARTICLE V: DECORATIVE STREET LIGHTS

Declarant may elect to install decorative street lights (that is, street lights not conforming to the standard requirements of the City of Kuna) in and around the Subdivision. In the event Declarant elects to install any such street lights, the Association shall, at its sole expense, be responsible for all care, repair, maintenance and replacement including damage or total destruction by a third party, thereof in perpetuity, the cost of which shall be included in the Association's Annual and, as necessary, Special Assessments provided for in Article III, Section 3, above. **This paragraph (Article V), shall not be modified in any way, without the express written consent from the City of Kuna. If the Association discontinues the care, repair maintenance, or replacement responsibilities of said street lights, the Association shall replace the special lights with street lights that meet the fixture schedule of the City of Kuna.**

#### ARTICLE VI. IRRIGATION WATER SUPPLY SYSTEM

Section 1. Irrigation Water Supply System: All Lots and Common Area shall be connected to a pressurized irrigation water system ("Irrigation Water Supply System") to be constructed by Declarant and owned and operated by the Association in accordance with the following provisions:

A. The City of Kuna will supply the irrigation water to the Subdivision. Each Owner shall be responsible to pay the charges and assessments levied by the City of Kuna.

B. Use of the water delivered through the Irrigation Water Supply System shall be subject to such rules and regulations as may from time to time be adopted by the City of Kuna or the Association.

C. The Association shall be responsible for the maintenance and repair of the Irrigation Water Supply System from its point of connection to the pipelines owned by the City of Kuna, including, without limitation, the operation, maintenance, repair or replacement of any component of the sprinkler irrigation system located on the Common Area and all Building Lots, provided however, that each Owner shall be responsible for the cost of any repair or maintenance necessitated by the negligence or willful misconduct of an Owner or such Owners invitees, tenants or other persons occupying such Owner's Dwelling Unit.

Section 2. Easement: Declarant reserves to itself, its agents, contractors, subcontractors and employees, successors and assigns, and declares, grants and conveys to the Association a nonexclusive easement as depicted on the Plat, for construction, operation,

maintenance, repair and replacement of the pressurized Irrigation Water Supply System.

## **ARTICLE VII: MAINTENANCE RESPONSIBILITY**

Section 1. Association Responsibility: The Association shall be responsible to provide for the operation, maintenance, repair and replacement of the (a) Common Areas and any Improvements located thereon or otherwise described herein as being the Association's responsibility, including, without limitation, the common driveway and parking lot together with any associated drainage facilities, sidewalks, pathways, lighting, landscaping, benches, fountains, statuary and other decorative elements located thereon, (b) all landscape plantings, trees and lawn area located on any Building Lot, (c) all directional and community identification signage, (d) the exterior surfaces of all Residential Structures, including roofing, but excluding windows and doors, (e) the drainage areas, seepage beds and related facilities described in Article IV, Section 2, above, (f) the Irrigation Water Supply System not owned and operated by the City of Kuna, (g) any decorative street lights installed by Declarant as contemplated in Article V, above, and (h) any other Improvement or element of the Properties described herein as being the Association's responsibility. Responsibility for maintenance of landscape plantings, trees and lawn areas as required in this Section 1 shall include responsibility for watering the same as needed to maintain them in a healthy condition, free from weeds and other noxious plant materials, and not permitting grasses to exceed four inches (4") in height. It shall also include responsibility for removal and replacement of diseased or dead trees, shrubs and other landscaping, subject to obtaining any required tree removal permit from the local municipal authority and the terms of Article X of this Declaration. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests, invitees, tenants, employees, agents or contractors the costs of such maintenance or repairs shall be assessed to such Owner as set forth in Article III, Section 3, Paragraph D, above. Declarant hereby grants and conveys to the Association an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Association.

Section 2. Owner's Responsibility: Each Owner shall at all times keep his or her Building Lot(s) and Improvements in good and attractive condition, in good repair, and in compliance with all applicable covenants and municipal ordinances, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to Section 1 above or any other provisions of this Declaration. In the event of damage or destruction of an Improvement by fire or other casualty, the owner must complete repair and/or replacement thereof within one hundred eighty (180) days of the damage or destruction, subject to reasonable delays caused by inclement weather. All such reconstruction shall first be approved by the Architectural Control Committee as provided in Article X, below, and shall conform in all respects with the provisions of this Declaration, including, without limitation, all easements set forth or described herein.

Section 3. Failure of Owner to Maintain: If any Owner fails to properly perform his or her maintenance responsibility, the Association may, but is not obligated to, perform such maintenance responsibilities on behalf of such Owner and assess the Owner for a Limited Assessment in accordance with Article III, Section 3 of this Declaration; provided, however, that

except when entry is required due to an emergency situation, the Association shall provide the Owner with at least fifteen (15) days prior written notice of the Owner's failure and an opportunity to cure the problem prior to entry.

### **ARTICLE VIII: PROPERTY USE RESTRICTIONS**

The following restrictions shall be applicable to the Properties and shall be for the benefit of and limitation upon all present and future Owners of said Properties, or of any interest therein.

Section 1. Lot Use: Lots shall only be used for residential purposes. No trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any Lot, and no goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business shall be kept or stored on any Lot. Nothing in this Section 1 shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct improvements on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any Dwelling Unit as a sales office or model home for purposes of sales in the Subdivision, or (c) the right of the Owner of a Lot to maintain such Owner's personal business or professional library, keep such Owner's personal, business or professional records or accounts in such Owner's residence.

Section 2. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said Properties, except that two dogs (excluding Pit bulls, Rottweilers, Chow Chows, German Shepherds, Doberman Pinschers, Siberian Huskies, Alaskan Malamutes, Akitas, American Staffordshire Terriers, Boxers, Great Danes, Wolf-Hybrids, any dog that has been used or trained for dog fighting or which has a history of aggressive behavior or biting, and other breeds designated in the rules and regulations adopted by the Board, as the same may be amended from time to time), cats or other household pets may be kept within a Dwelling Unit or within a fenced area as may be approved by the Architectural Control Committee. Any animals outside a Dwelling Unit or fenced area must be on leashes, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings. The term "fenced area" as used in this paragraph shall be interpreted to include any electronic pet containment system; provided, however, that the boundary of any such system shall be approved by the Architectural Control Committee.

Section 3. Garbage and Refuse Disposal: No part of the Properties shall be used or maintained as a dumping ground for rubbish, recycling or other waste. All garbage, recycling and other waste shall be deposited in a sanitary container provided by the Association, the cost of which shall be included in the Association's Annual and, as appropriate, Special Assessments. Any equipment for the storage or disposal of such material must be used and maintained in accordance with all applicable laws, ordinances and regulations.

Section 4. Nuisance: No noxious, offensive or unsightly conditions (including but not necessarily limited to sights and sounds) shall be permitted upon any part of said Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All exterior lighting shall be placed in such a manner to minimize glare and

excessive light spillage onto neighboring Lots and any changes in such lighting must be approved in advance by the Architectural Control Committee.

Section 5. Residing in Outbuildings: No trailer, truck camper, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said Properties.

Section 6. Antennas: Antennas, satellite dishes, or other devices for the transmission or reception of television, radio or electric signals or any other form of electromagnetic radiation shall not be erected on any Lot except as may be approved by the Architectural Control Committee.

Section 7. Reserved

Section 8. Rental Restrictions: Subject to the provisions of Article III, Section 6, above, an Owner shall be entitled to rent or lease his or her Dwelling Unit for no less than a 30 day term, subject to the following:

A. Written Rental Agreements. A written rental or lease agreement is required specifying that: (i) the tenant shall be subject to all provisions of this Declaration and the Association's Bylaws and any rules and regulations adopted by the Association, and (ii) failure to comply with any provision of this Declaration, the Association's Bylaws and any rules and regulations adopted by the Association shall constitute a default under the rental agreement.

B. Tenant Must Be Given Documents. The Owner must give each tenant a copy of this Declaration, the Association's Bylaws and any rules and regulations adopted by the Association.

C. Owner Responsibility. The Owner shall be responsible for any violations by his/her tenants of this Declaration, the Association's Bylaws and any rules and regulations adopted by the Association and shall be solely responsible for either correcting or eliminating such violations.

Section 9. Fences: No fences shall be constructed on any Lot except as may be approved, in advance, by the Architectural Control Committee as to design, materials, color, height and location. No existing fence may be removed except with the prior approval of the Architectural Control Committee.

Section 10. Drilling and Exploration: No oil or mining exploration or development of any kind or nature nor any structures in connection therewith shall be permitted to be erected, maintained or used on any Lot and no minerals shall be permitted to be extracted on any Lot.

Section 11. Signs: No sign of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the Subdivision or carried by any person or by any other means displayed within the Subdivision except as provided below:

A. "For Sale" or "For Rent" Signs. An Owner may erect one (1) sign not exceeding two (2) feet by three (3) feet in dimension, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale or rent.

B. Declarant's Signs. Signs or billboards may be erected by Declarant and are exempt from the provisions of this Section.

C. Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

D. Subdivision Identification Signs. Signs, monumentation or billboards may be erected by Declarant to identify the Subdivision, with approval from the local jurisdictional authority, if applicable.

E. Commercial Vehicle Emblems. Vehicles displaying commercial emblems may be kept or parked on the Properties only as provided in Section 13, below.

Section 12. Subdividing: No Lot may be further subdivided, nor may any easement or other interests therein less than the whole be conveyed by the Owner thereof, provided, however, that nothing herein shall be deemed to prohibit an Owner from transferring and selling a Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property.

Section 13. Parking Rights: Unless the Board elects to exercise its right to assign parking as set forth herein, all parking shall be on a first come, first serve basis. The Board, if it shall elect to do so, may assign to each Owner one (1) parking spaces for each Dwelling Unit owned by such Owner in the common parking lot for said Owner's exclusive use (or use by the occupants thereof). In such an event, any automobile or other vehicle used by any Owner or occupant shall be parked in the Owner's or occupant's assigned parking space and any unassigned parking spaces shall be available on a first come, first serve basis. No campers, boats, boat trailers, recreational vehicles, recreational trailers, or other non-passenger vehicles, equipment, implements, or accessories may be stored or kept on the Properties at any time; provided, however, that boats, trailers, campers, motor homes and similar recreational vehicles may be parked for a period not to exceed 24 hours while in immediate use by an Owner or occupant, being prepared for use, or being prepared for storage after use. There shall be no parking of any vehicles and/or equipment (i) anywhere on the Properties except in marked parking spaces, or (ii) in areas prohibited by the applicable fire authority.

Section 14. Mail Boxes: Mail boxes shall be provided for each Dwelling Unit in one or more clusters to be constructed and located by Declarant in consultation with the Postal Service. All such mailbox facilities shall be maintained by the Association or the Postal Service.

Section 15. Exterior Holiday Decorations: Lights or decorations may be erected on the exterior of the Residential Structures in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners or occupants by illuminating bedrooms, creating noise or attracting sight-seers. All lights and decorations that are not permanent fixtures of the Residential Structures or have been properly approved as permanent improvements by the Architectural Control Committee may be installed thirty (30) days prior to the holiday celebration and shall be removed within thirty (30) days after the holiday has ended.

Section 16. Porches, Patios, Decks and Balconies: No porch, patio, deck or balcony constructed with or on any Residential Structure may be enclosed unless first approved by the Architectural Control Committee. All porches, patios, decks and balconies shall be kept in a neat and attractive condition. No porch may be used for the storage of an Owner's or occupant's personal property, including, without limitation, bicycles; provided, however that outdoor furniture, potted plants and other décor may be kept for use thereon.

#### **ARTICLE IX: BUILDING RESTRICTIONS**

Section 1. Building Restrictions: All Residential Structures shall conform to the architectural schematics approved by the City of Kuna. No Residential Structure shall be erected, altered, placed or permitted to remain on any Lot other than those which are in compliance with the approved schematics and as approved by the Architectural Control Committee in accordance with the provisions of Article X, below.

Section 2. Setbacks: All improvements must be constructed or maintained on a Lot within the minimum building setbacks as set forth on the Plat or as otherwise required by the applicable governmental agency having jurisdiction.

Section 3. Landscaping: Landscaping on the Properties shall be in compliance with the landscape plan approved by the City of Kuna. Each Building Lot shall be fully landscaped in accordance with the said landscape plan and as approved by the Architectural Control Committee in accordance with the provisions of Article X, below. No changes may be made to any landscaping unless in compliance with the said plan and approved in writing by the Architectural Control Committee.

Section 4. Grading and Drainage: The Owner of any Lot within the Properties in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of local code or by the Association shall maintain and repair all graded surfaces and erosion control prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the Ada County Highway District or other public agency, and plantings and ground cover installed or completed thereon. Each Owner shall be responsible to assure that the finished grade and elevation of his Lot is properly constructed so as to prevent the migration or accumulation thereon of drainage waters from the Common Area or any other Lots within the Properties except to the extent contemplated by the provisions of Article IV, Section 2, above. The Declarant shall have no liability or responsibility for any

damages which may be caused as a result of the failure of an Owner to comply with the provisions of this Section.

## **ARTICLE X: ARCHITECTURAL CONTROL**

Section 1. Architectural Control Committee: In order to protect the quality and value of the homes built on the Properties, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting of three or more members to be appointed by the Declarant for so long as it owns any Lot and thereafter by the Board.

Section 2. Approvals Required: No building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area or other property, nor shall any exterior addition, change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as the Architectural Control Committee may require, shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with requirements of this Declaration. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty (30) days after submission to the Architectural Control Committee in such form as they may require, it shall be deemed approved.

The Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. The Architectural Control Committee may also consider whether the design of the proposed structure or alteration is in harmony with the surroundings, the effect of the structure or alteration when viewed from adjacent or neighboring property, and any and all other facts which, in the Architectural Control Committee's opinion, shall affect the desirability of such proposed improvement, structure or alteration. Actual construction shall comply substantially with the plans and specifications approved.

Section 3. Submissions: Requests for approval of the Architectural Control Committee shall consist of such documents and other materials as may be reasonably requested by the Architectural Control Committee including, without limitation, the following:

A. Site Plan: A site plan showing the location of buildings and all other structures and improvements, including fences and walls on the Lot, Lot drainage and all setbacks and other pertinent information related to the improvements.

B. Building Plan: A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east, and west sides, detailed exterior specifications for each building which shall indicate, by sample, if required by the Architectural Control Committee, all exterior colors, material and finishes, including roof, to be used. Garage, accessory and outbuildings to be located on a Lot shall be architecturally and visually compatible

and harmonious with the principal building on the Lot as to style and exterior colors and shall not be higher than ten feet above the roof line of the principal building on the Lot.

C. Landscape Plan: A complete landscape plan for that portion of the Lot to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free standing exterior lights, driveways, parking areas and walk ways.

Section 4. Rules and Regulations/Design Guidelines: The Architectural Control Committee is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Committee deems appropriate and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such design guidelines as it shall deem appropriate, consistent with the provisions of this Declaration, pertaining to matters of design, materials, colors, and aesthetic interests. Any such rules and regulations and design guidelines may be amended from time to time, in the sole discretion of the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such rules and regulations or design guidelines shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Declaration to provide the Architectural Control Committee with as broad discretion as is permissible under the law.

Section 5. Fees: The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an architectural review fee to be paid by each owner submitting plans and specifications for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Control Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required.

Section 6. Variances: The Architectural Control Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Control Committee, and shall become effective upon recordation in the official records where this Declaration is recorded. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it effect in any way the Owner's obligation to comply with all governmental laws and regulations effecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

Section 7. Waiver: The approval of any plans, drawings or specifications for any structure, improvement, or alteration, or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

Section 8. Liability: Neither the Architectural Control Committee nor any member thereof shall be liable to the Association, any Owner, or any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee or any members thereof, so long as the Architectural Control Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed.

Section 9. Governmental Approvals: Approval by the Architectural Control Committee shall not imply that Improvements meet any applicable federal, state and/or local laws and ordinances, and does not assure approval of the Improvements by any governmental or quasi-governmental agency, board or commission. All Owners shall insure that such Improvements meet any and all applicable federal, state and/or local laws and ordinances and have been properly approved.

Section 10. Certification by Secretary: The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans and specifications for the improvement or other matters therein provided for have been approved and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing or insuring title to said property, or any portion thereof or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration. After the expiration of one (1) year following the issuance of a building permit therefore by municipal or other governmental authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof unless a notice of noncompliance executed by the Association shall have appeared of record in the Office of the County Recorder where this Declaration is recorded, or unless legal proceedings shall have been instituted to enforce completion or compliance.

Section 11. Construction and Sales Period Exception: During the course of construction of any permitted Improvements and during the initial sales period, the restrictions (including sign restrictions) contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and the sale of all Residential Structures; provided that, during the course of such construction and sales, nothing shall be done which will result in a violation of these restrictions upon completion of construction and sale. Further, Declarant shall have the right to select and use any individual Dwelling Units owned by it as models for sales purposes and may, by written authorization, permit other builders to use Dwelling Units owned by them as such models.

Section 12. Exemption of Declarant: The Declarant and any entity affiliated with Declarant shall be exempt from the requirements of this Article X. For purposes of this Section, an entity affiliated with Declarant shall be deemed to include any entity owned by Declarant, any entity which owns Declarant, and any entity which shares any common ownership with Declarant.

## **ARTICLE XI: INSURANCE AND BOND**

Section 1. Required Insurance: The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

A. A multi-peril-type policy covering any Common Area improvements, providing at a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).

B. A comprehensive policy of public liability insurance with limits of liability of at least \$1,000,000 for bodily injury and property damage covering all of the Common Areas. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use.

C. Liability insurance affording coverage for the acts, errors and omissions of its directors, officers, agents and employees, including members of the Architectural Control Committee and other committees as may be appointed from time to time by the Board in such amount as may be reasonable in the premises.

Section 2. Optional Insurance: The Association may obtain and keep in full force and effect at all times bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

Section 3. Additional Provisions: The following additional provisions shall apply with respect to insurance:

A. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.

B. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

C. All policies shall be written by a company licensed to write insurance in the State of Idaho.

Section 4. Owner's Insurance: Each owner shall obtain multi-peril casualty and public liability insurance on his Residential Structure and its contents at his own expense.

## **ARTICLE XII: CONDEMNATION**

If at any time or times, all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof all compensation, damages, or other proceeds therefrom shall be payable to the Association owning the condemned Common Area.

## **ARTICLE XIII: RESERVED**

## **ARTICLE XIV: ANNEXATION**

Section 1. Time for Annexation; Land Subject to Annexation: Declarant hereby reserves the right to annex any other real property into the subdivision project described herein by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the project created by this Declaration, pursuant to the provisions of this Article.

Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the project; and thereafter, the rights, privileges, duties and liabilities of the Declarant with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots within the added land shall be the same as in the case of the original land, including without limitation, the exercise of such voting rights as are set forth in Article III, Section 2, above. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of Lots within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.

Section 2. Procedure for Annexation: Any such real property may be annexed into the project by the recordation of a Notice of Annexation executed by Declarant and containing the following information:

A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of the County where this Declaration is recorded;

B. An exact legal description of the added land;

C. A statement that the provisions of this Declaration shall apply to the added land, except as set forth therein; and

D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration.

Section 3. De-Annexation: Declarant (but not any other Owner) may delete all or a portion of the property described in this Declaration and any annexed property from the Properties and from coverage of this Declaration and the jurisdiction of the Association, so long as Declarant is the owner of all such property and provided that a notice of de-annexation is recorded in the official records of the County where this Declaration is recorded in the same manner as a notice of annexation. Members other than Declarant as described above, shall not be entitled to de-annex all or any portion of the Properties except on the favorable vote of all Members of the Association and approval of Declarant so long as Declarant owns any Lot, part, parcel or portion of the Properties.

## **ARTICLE XV: GENERAL PROVISIONS**

Section 1. Enforcement: The Association or any Owner (including Declarant) or the Owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In addition to the foregoing, the Association shall be entitled to impose a monetary penalty, not to exceed the sum of \$100 per day, against an Owner who has caused or permitted a violation of any of the restrictions, conditions or covenants contained herein, provided that: (a) a majority vote by the Board shall be required prior to imposing any fine on an Owner for a violation of any of the restrictions, conditions or covenants contained in this Declaration; (b) written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Owner at least thirty (30) days prior to the meeting; (c) in the event the Owner begins resolving the violation prior to the meeting, no monetary penalty shall be imposed so long as the Owner continues to address the violation in good faith until fully resolved; and (d) no portion of any monetary penalty may be used to increase the remuneration of any member of the Board or agent of the Board. Any Owner desiring to challenge or contest the monetary penalty imposed as provided herein, including any claim alleging defective notice, must commence legal action within one (1) year after the date of the imposition of the said penalty. Any monetary penalty imposed as provided herein shall be levied and collected by the Association as a Limited

Assessment as provided in Article III, Section 3, above. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, the prevailing party therein shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and if such enforcement action is initiated by the Association, any such attorney fees and costs so incurred shall be added to and become a part of the Assessment to which such Owner's Lot is subject.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each; provided, however, that except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may, at any time, be amended or terminated by an instrument signed by members entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership in the Association; and further provided that no amendment or modification of this Declaration shall be effective to amend, modify, replace, repeal or terminate any rights, powers, reservations, authorities or easements reserved or granted to Declarant herein without the express written consent of Declarant; and further provided that Declarant, acting alone, may amend this Declaration at any time that Declarant owns any real property subject hereto. Any amendment must be recorded.

Section 4. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Association or to any other person, corporation or other entity which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or other entity evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

IN WITNESS WHEREOF, Declarant has caused its name to be hereunto subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**DECLARANT:**

**Black Creek Limited Partnership**

By:

\_\_\_\_\_  
Thomas T. Nicholson, General Partner

STATE OF IDAHO )

: ss

County of Ada )

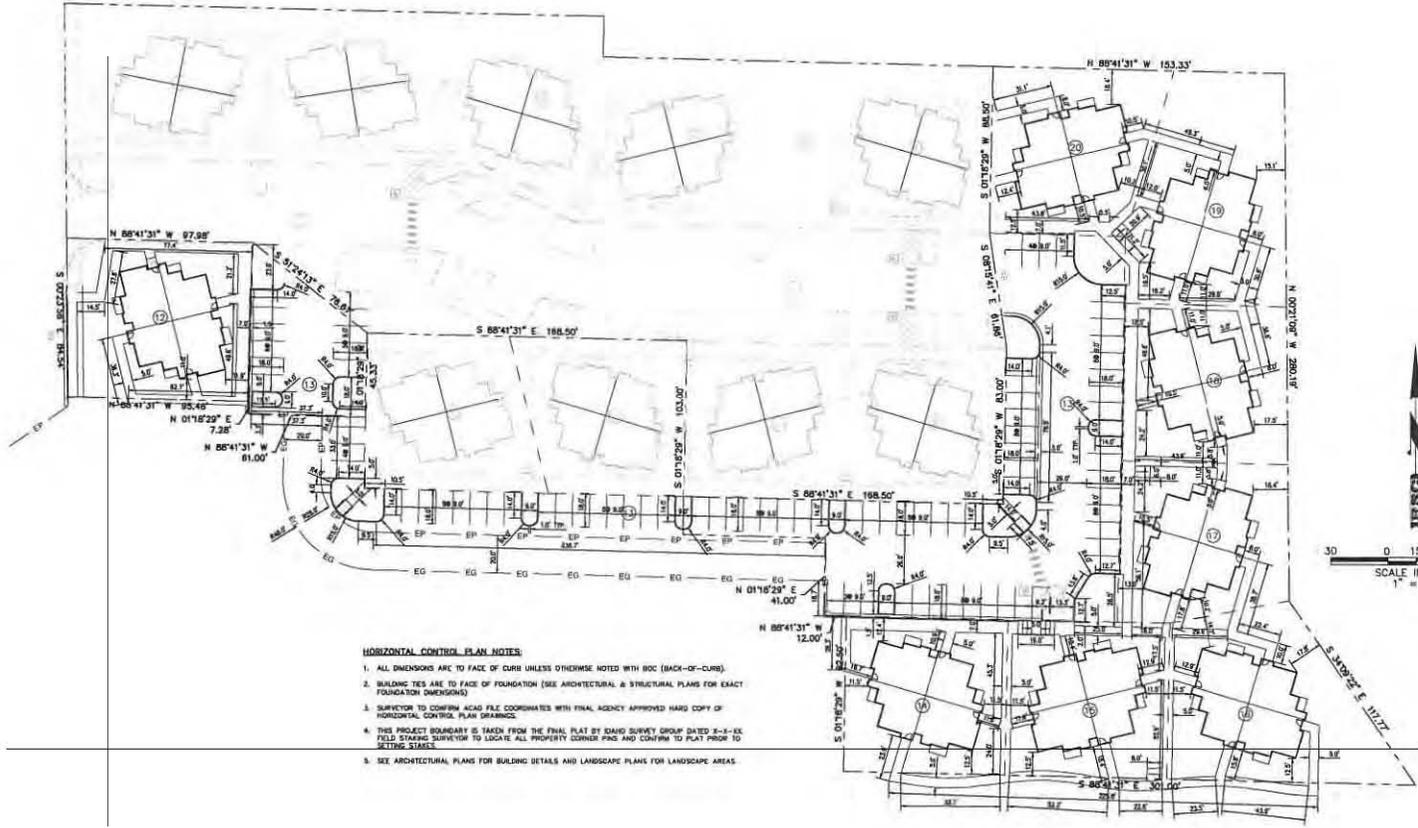
On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, a notary public, personally appeared Thomas T. Nicholson, known or identified to me to be the General partner of Black Creek Limited Partnership, the limited partnership that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said limited partnership and acknowledged to me that such limited partnership executed the same.

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

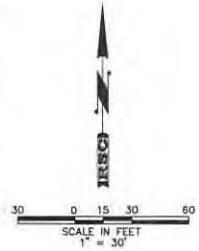
\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_





- HORIZONTAL CONTROL PLAN NOTES**
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED WITH BOC (BACK-OF-CURB).
  2. BUILDING TIES ARE TO FACE OF FOUNDATION (SEE ARCHITECTURAL & STRUCTURAL PLANS FOR EXACT FOUNDATION DIMENSIONS)
  3. SURVEYOR TO CONFIRM ACAD FILE COORDINATES WITH FINAL AGENCY APPROVED HARD COPY OF HORIZONTAL CONTROL PLAN DRAWINGS.
  4. THIS PROJECT BOUNDARY IS TAKEN FROM THE FINAL PLAT BY SAUND SURVEY GROUP DATED 8-1-16. FIELD STAKING SURVEYOR TO LOCATE ALL PROPERTY CORNER PINS AND CONFIRM TO PLAT PRIOR TO SETTING STAKES.
  5. SEE ARCHITECTURAL PLANS FOR BUILDING DETAILS AND LANDSCAPE PLANS FOR LANDSCAPE AREAS.



Revisions	Description	Date
1		
2		
3		
4		

**ROCK SOLID CIVIL**  
 Civil Engineering, Survey, Land Development & Consulting  
 2700 Oldham Road, Suite 100, Houston, TX 77057  
 Office Phone: 281.242.8113  
 www.rocksolidcivil.com

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JOURNEY'S END SUBDIVISION NO. 2  
 HORIZONTAL CONTROL PLAN

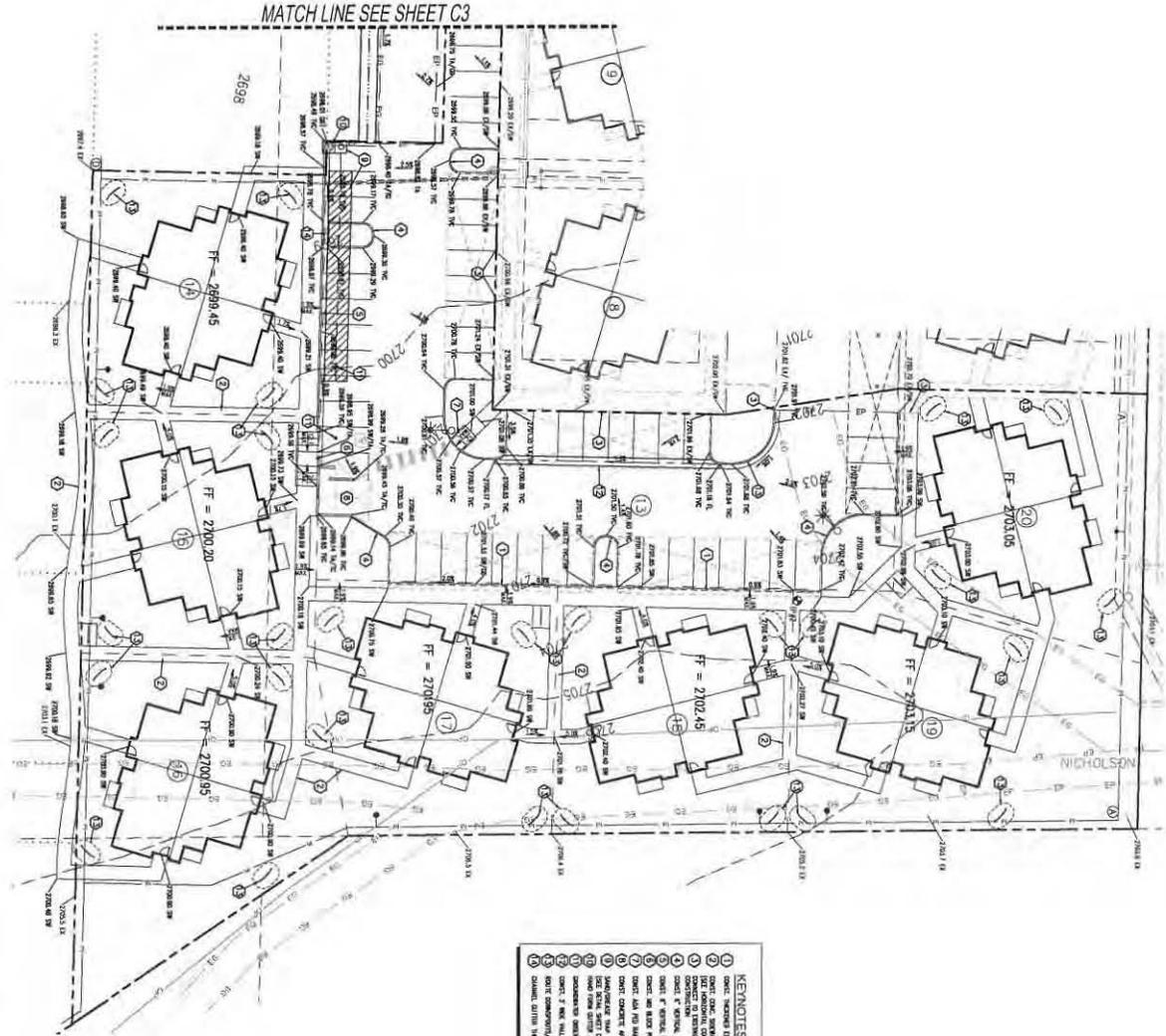
Project Name: \_\_\_\_\_  
 Sheet Name: \_\_\_\_\_

Stamp:

Project No. RSC-1718  
 Drawn By: RLC  
 Date: 1 May 2017  
 Sheet No. C2  
 2 of 9







- KEYNOTES**
- 1) EXIST. FINISHED GRADE (SEE SHEET C3)
  - 2) EXIST. PROPOSED GRADE (SEE SHEET C3)
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**AGENCY REVIEW NOT APPROVED FOR CONSTRUCTION**

Project No.	1857-178
Date	11/11/2011
Scale	1" = 20'
Sheet No.	C4
4 of 9	

Project Name	JOURNEYS END SUBDIVISION NO. 2
Sheet Name	GRADING & DRAINAGE PLAN

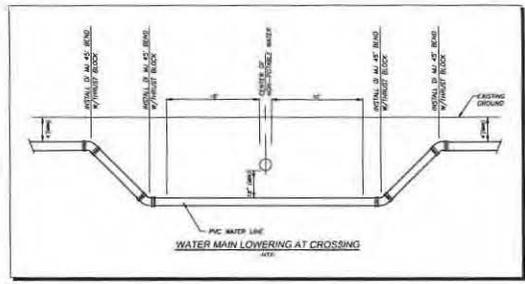
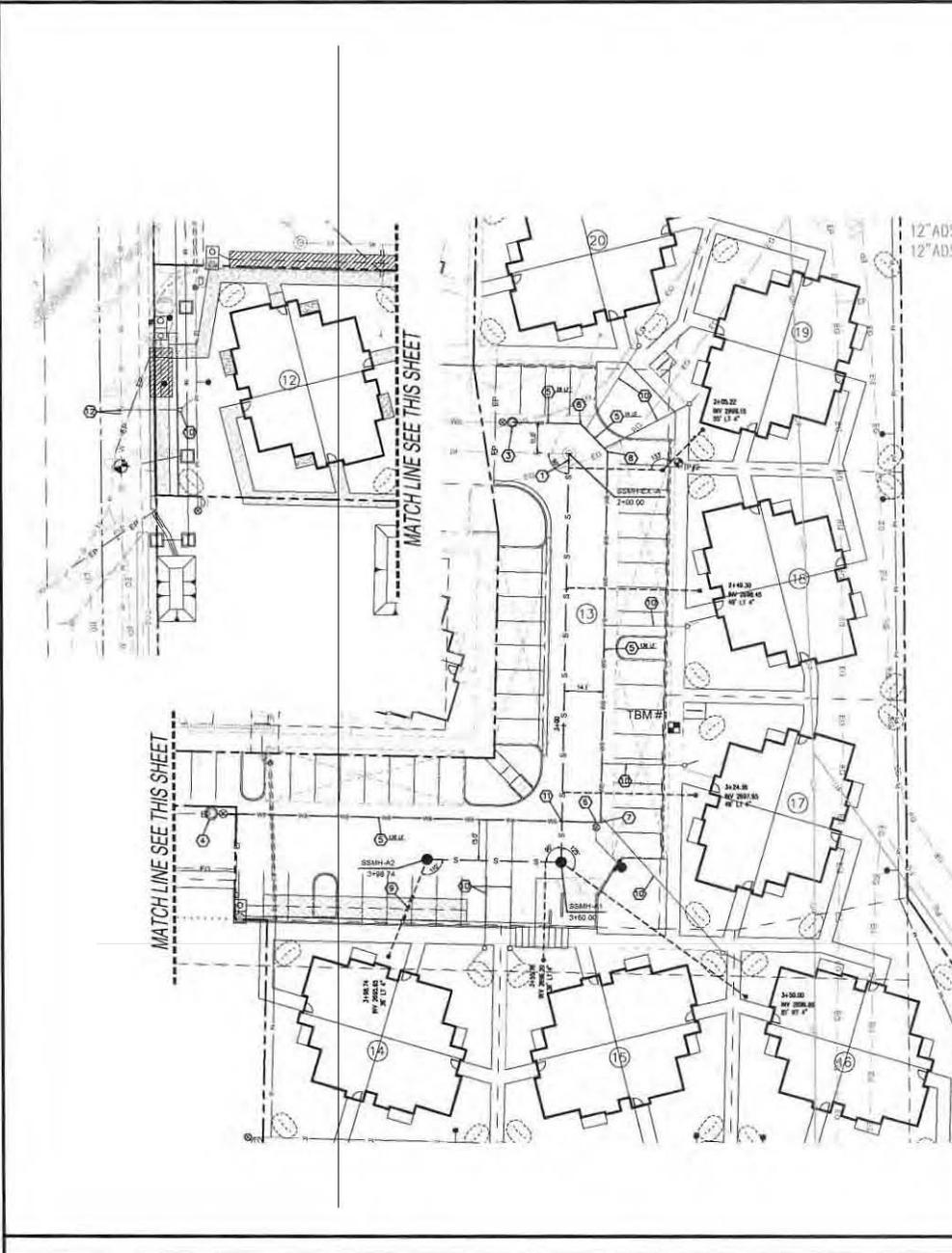
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Revisions	
Δ	Description

Exhibit A.2  
 42 of 72  
 17-01-FP (Final Plat)  
 4C2

EXHIBIT

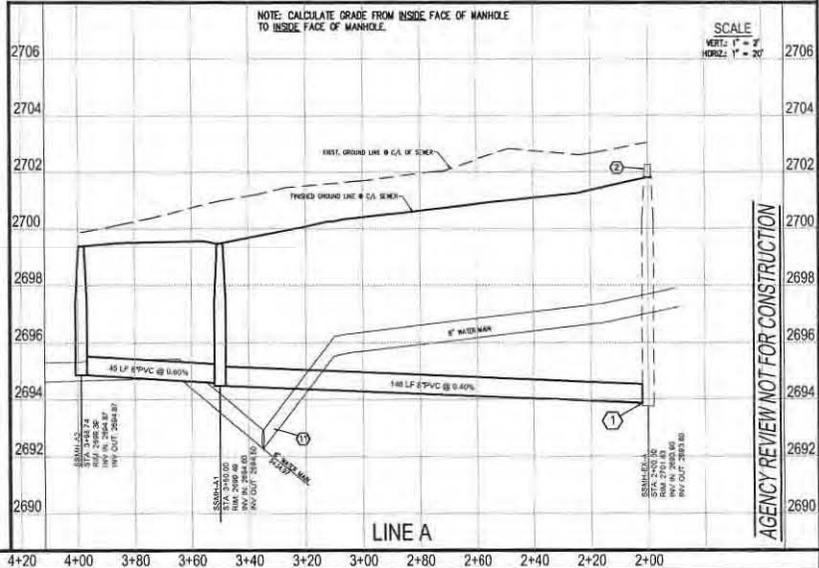
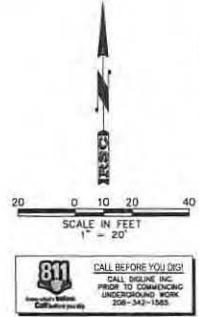


**BENCH MARKS DATUM NAVD 88**  
 1. 10M #1 BENCH MARK 27032.1/2' PVI  
 LOCATED 40 FEET SOUTH OF STA. 3+00.00

**KEYNOTES**

- CONNECT TO EXIST. MANHOLE PER I.S.P. & C. WELLS & A CONTRACTOR TO FIELD VERIFY HORIZONTAL & VERTICAL LOCATIONS PRIOR TO CONSTRUCTION
- VERIFY MANHOLE RISE TO GRADE
- REMOVE & RELOCATE EXIST. 2" BLOW-OFF ASSEMBLY
- INSTALL RELOCATED 2" BLOW-OFF ASSEMBLY
- CONVEY 8" WATER MAIN
- CONVEY 20 LF 8" WATER MAIN 8" P.V.C. (EXAMPLE: 8" VALVE (MANHOLE) 8" BLOW OFF (FOR CONC. NO. 9)) 8" BLOW OFF (NO. 1)
- 4" BLOW OFF (NO. 2)
- 4" BLOW OFF (NO. 3)
- 4" BLOW OFF (NO. 4)
- 4" BLOW OFF (NO. 5)
- 4" BLOW OFF (NO. 6)
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- 4" BLOW OFF (NO. 19)
- 4" BLOW OFF (NO. 20)

**FIRE SUPPRESSION NOTE**  
 ALL 4" BLOW-OFFS TO HAVE REDUCED-RADIUS CLASS F SPRINKLER ORDSN CONNECTED TO PUBLIC WATER SERVICE (UPON THE METHOD WHO INTERNAL BUILDING SHUT-OFF).



Revisions	Date	Description

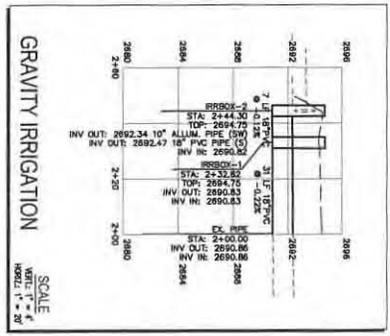
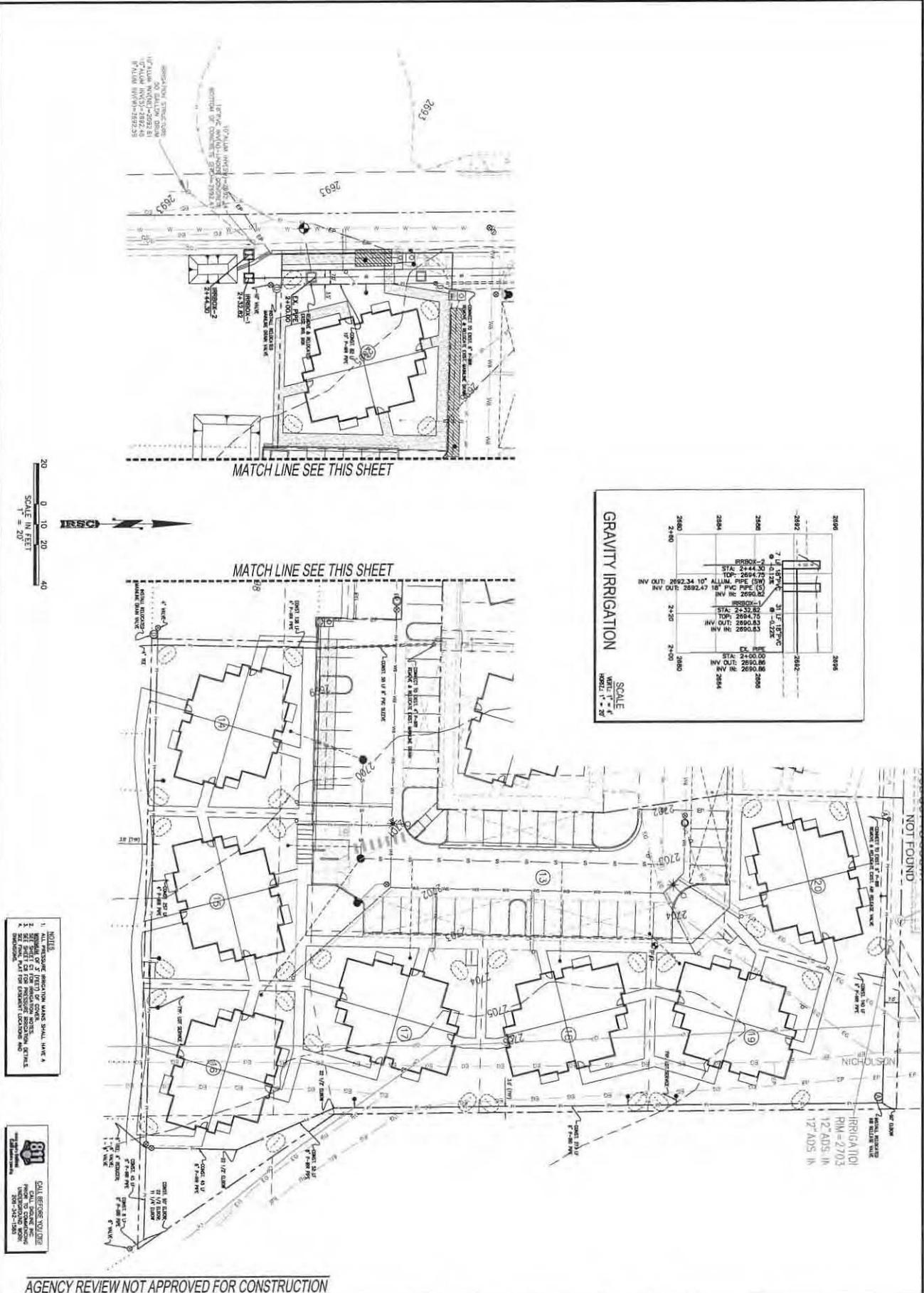
**ROCK SOLID CIVIL**  
 Civil Engineering and Land Development Consulting  
 1701 Rockwood Drive, Suite 200, Rockwood, TN 37870  
 Phone: (615) 242-8277  
 www.rocksolidcivil.com

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Project No: 17SC-176  
 Drawn By: HLC  
 Date: 3 May 2017  
 Sheet No: C6

JOURNEY'S END SUBDIVISION NO. 2  
 WATER & SEWER PLAN & PROFILE

AGENCY REVIEW NOT FOR CONSTRUCTION



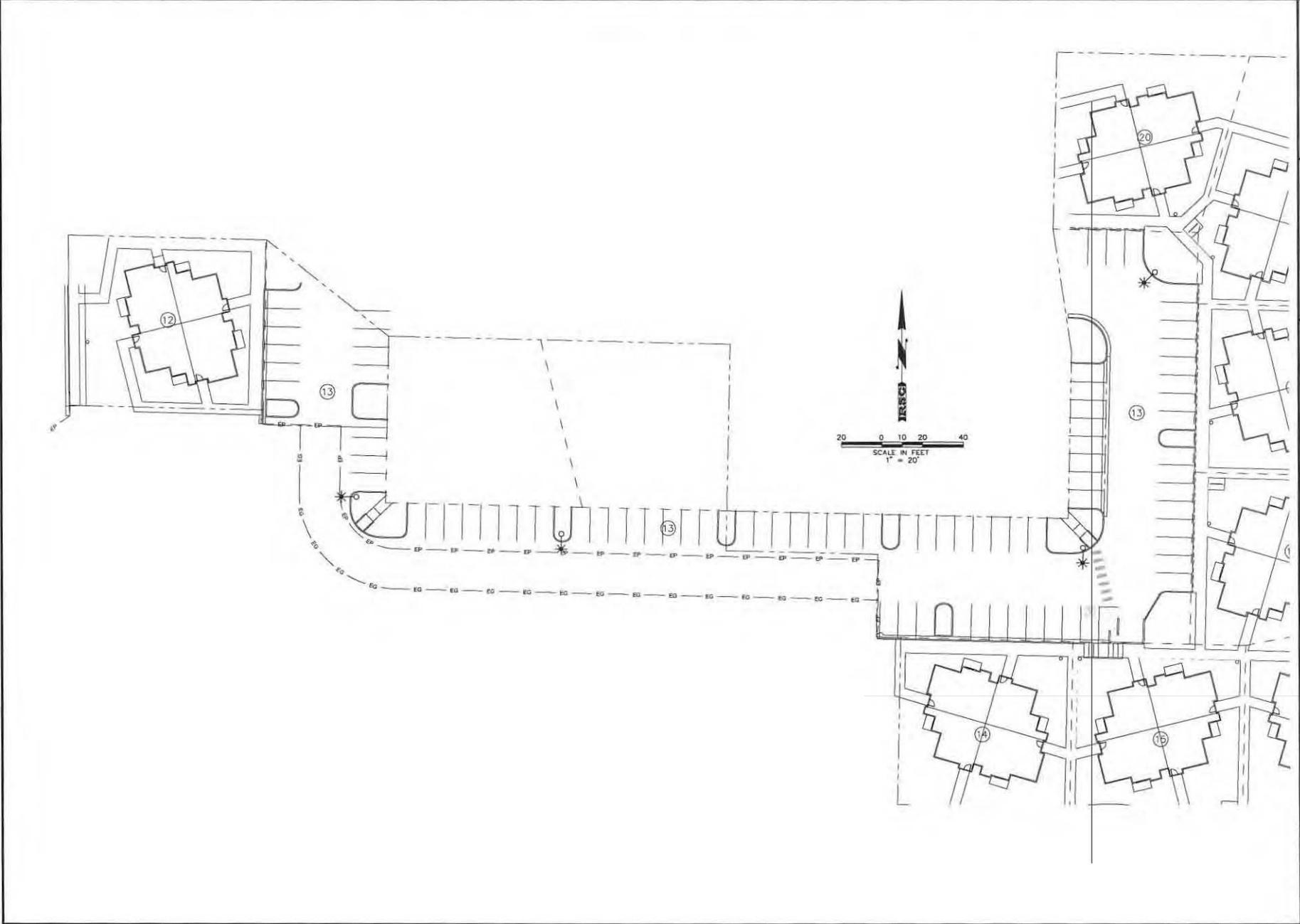
**NOTES**

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS.
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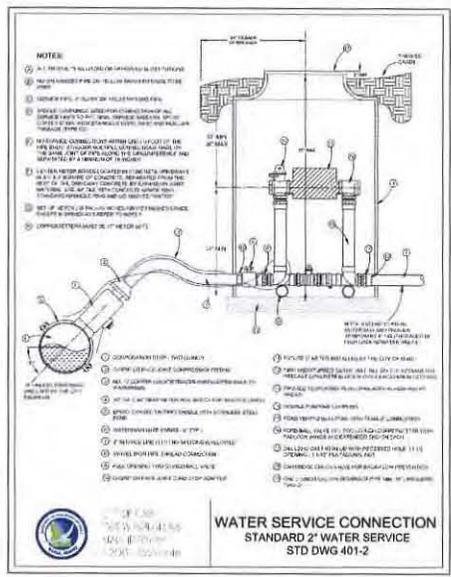
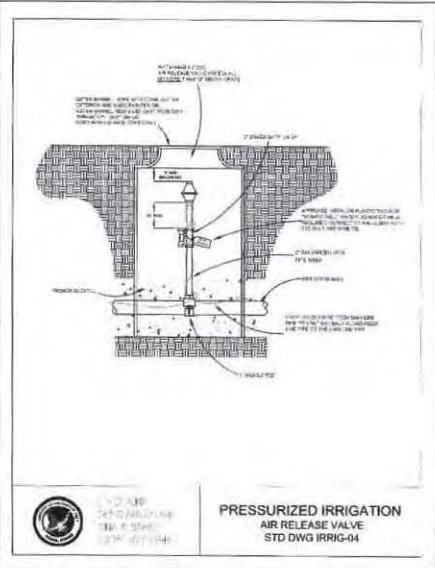
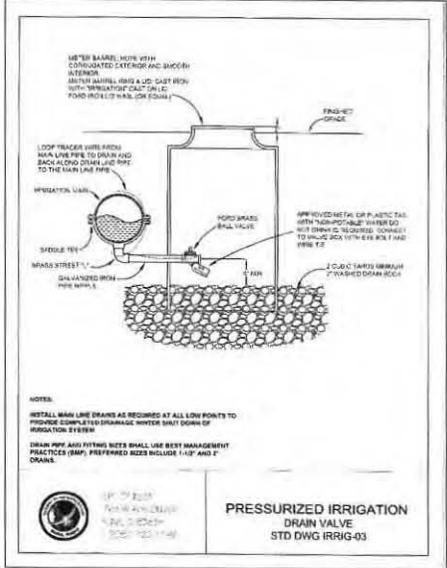
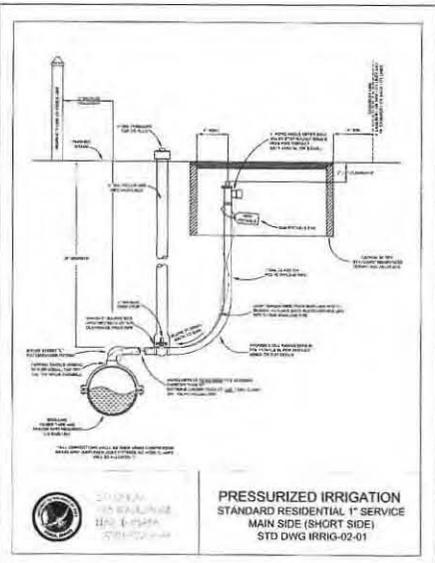
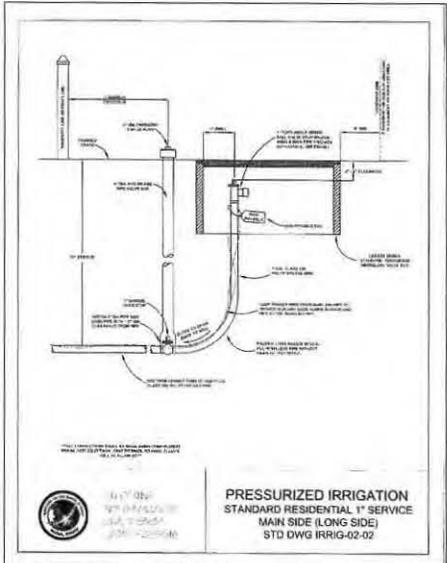


**AGENCY REVIEW NOT APPROVED FOR CONSTRUCTION**

Project Name <b>JOURNEYS END SUBDIVISION NO. 2</b>	Sheet Name <b>PRESSURE IRRIGATION PLAN &amp; GRAVITY IRRIGATION PLAN &amp; PROFILE</b>	<b>ROCK SOLID CIVIL</b> Civil Engineering and Land Development Co. LLC 270 North 27th Street, Suite 201, 81702 Office Phone: 208.363.3277 www.rocksolidcivil.com	<b>Revisions</b>	
			Date Description	Description
Project No. 10656-1718	Date 1 May 2017	Scale 1" = 20'	Date 1 May 2017	Description Initial
Sheet No. <b>C7</b>	Date 1 May 2017	Scale 1" = 20'	Date 1 May 2017	Description Initial
Sheet No. 7 of 9	Date 1 May 2017	Scale 1" = 20'	Date 1 May 2017	Description Initial



<p><b>REVISIONS</b></p> <table border="1"> <thead> <tr> <th>Δ</th> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td></tr> </tbody> </table>		Δ	Date	Description	1			2			3			4			5		
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<p><b>ROCK SOLID CIVIL</b> Civil Engineering and Land Development Consulting 1701 West 10th Street, Suite 200, Oklahoma City, Oklahoma 73106 Phone: 405.948.2377 www.rocksolidcivil.com</p>																			
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<p>Project Name: <b>JOURNEY'S END SUBDIVISION NO. 2</b></p>	<p>Sheet Name: <b>STREET LIGHT PLAN</b></p>																		
<p>Stamp:    <b>J.W.E. COXLEY</b>          PROFESSIONAL ENGINEER          No. 06934          State of Oklahoma</p>																			
<p>Project No.: 15C-1716</p>	<p>Drawn By: RLC</p>																		
<p>Date: 1 May 2017</p>																			
<p>Sheet No.: <b>C9</b> 9 of 9</p>																			



Revisions	Description
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Project Name: JOURNEY'S END SUBDIVISION NO. 2  
Sheet Name: PRESSURE IRRIGATION & WATER DETAILS



Project No: RSC-1716  
Drawn By: RLC  
Date: 3 May 2017  
Sheet No: C8  
8 of 9

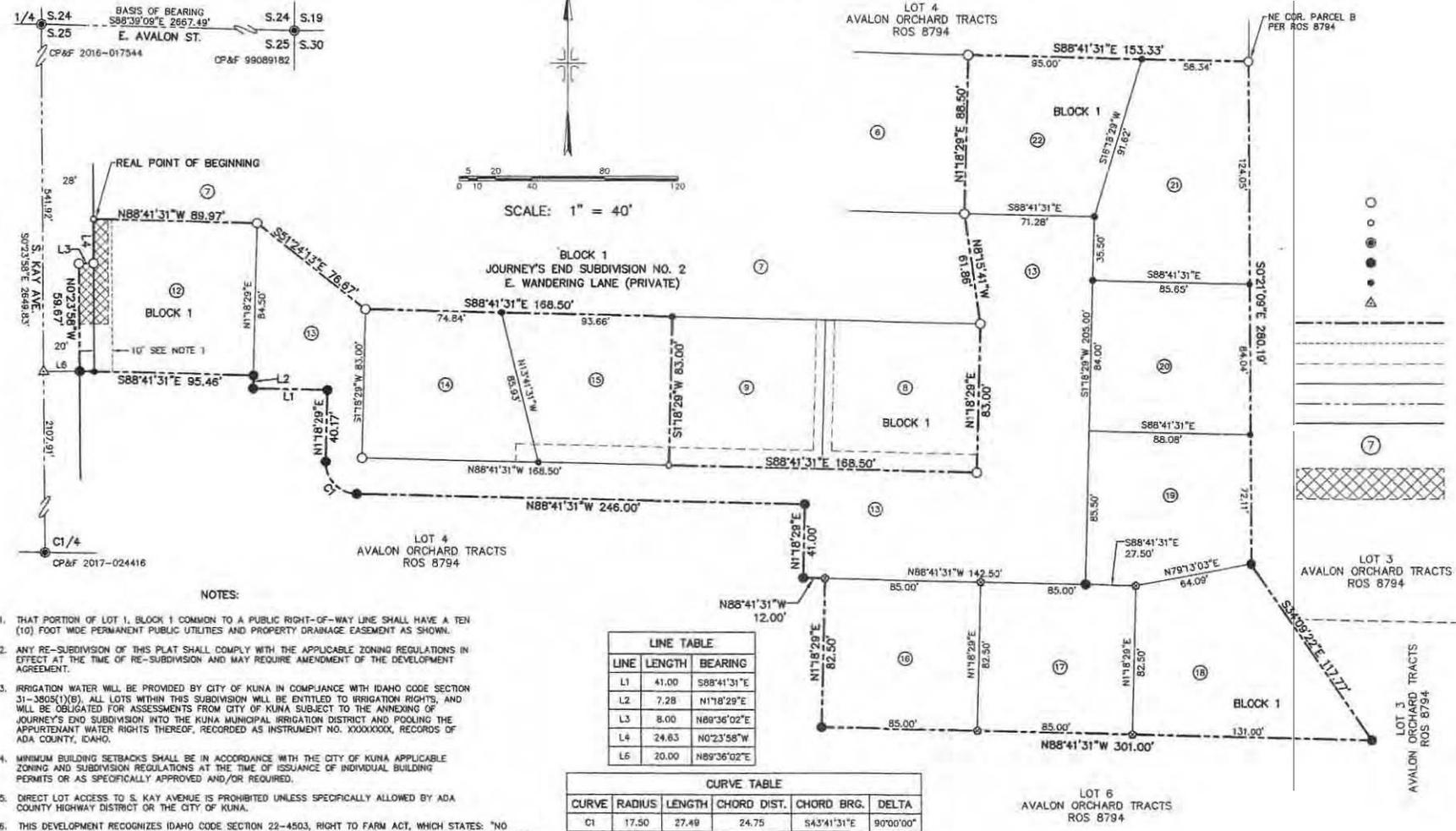
PLAT SHOWING

# JOURNEY'S END SUBDIVISION NO. 2

A RE-SUBDIVISION OF A PORTION OF LOTS 3, 4, 5 AND 6 OF AVALON ORCHARD TRACTS AND LOT 10 AND 11, BLOCK 1 OF JOURNEY'S END SUBDIVISION NO. 1  
LOCATED IN THE NW 1/4 OF THE NE 1/4 OF SECTION 25, T.2N., R.1W., B.M.  
KUNA, ADA COUNTY, IDAHO  
2017



SCALE: 1" = 40'



- LEGEND**
- FOUND 5/8" IRON PIN PLS 7729
  - FOUND 1/2" IRON PIN PLS 7729
  - FOUND ALUMINUM CAP MONUMENT
  - SET 5/8" IRON PIN WITH CAP PLS 7729
  - SET 1/2" IRON PIN WITH CAP PLS 7729
  - ▲ CALCULATED POINT
  - SUBDIVISION BOUNDARY LINE
  - - - EASEMENT LINE
  - - - EXISTING EASEMENT LINE
  - LOT LINE
  - - - SECTION LINE
  - - - RIGHT-OF-WAY LINE
  - LOT NO.
  - ▨ EXISTING ACHD STORM DRAIN EASE. INST. NO. 2016-063334

**NOTES:**

1. THAT PORTION OF LOT 1, BLOCK 1 COMMON TO A PUBLIC RIGHT-OF-WAY LINE SHALL HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES AND PROPERTY DRAINAGE EASEMENT AS SHOWN.
2. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RE-SUBDIVISION AND MAY REQUIRE AMENDMENT OF THE DEVELOPMENT AGREEMENT.
3. IRRIGATION WATER WILL BE PROVIDED BY CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(B). ALL LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM CITY OF KUNA SUBJECT TO THE ANNEXING OF JOURNEY'S END SUBDIVISION INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT AND POOLING THE APURTINANT WATER RIGHTS THEREOF, RECORDED AS INSTRUMENT NO. XXXXXXXX, RECORDS OF ADA COUNTY, IDAHO.
4. MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
5. DIRECT LOT ACCESS TO S. KAY AVENUE IS PROHIBITED UNLESS SPECIFICALLY ALLOWED BY ADA COUNTY HIGHWAY DISTRICT OR THE CITY OF KUNA.
6. THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
7. LOT 13, BLOCK 1 IS DESIGNATED AS COMMON AREA LOT AND SHALL HAVE A BLANKET PUBLIC UTILITIES AND PRESSURE IRRIGATION EASEMENT AND SHALL BE OWNED AND MAINTAINED BY THE JOURNEY'S END SUBDIVISION HOMEOWNER'S ASSOCIATION. THIS OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF KUNA CITY. THE JOURNEY'S END SUBDIVISION HOMEOWNER'S ASSOCIATION, INC. IS RESPONSIBLE FOR PAYMENT OF IRRIGATION ASSESSMENTS FOR THE COMMON LOTS. IN THE EVENT THE JOURNEY'S END SUBDIVISION HOMEOWNER'S ASSOCIATION, INC. FAILS TO PAY THE ASSESSMENTS, EACH RESIDENTIAL LOT WILL BE RESPONSIBLE FOR A FRACTIONAL SHARE OF THE ASSESSMENT. SAID LOTS SHALL ALSO HAVE A BLANKET ACCESS EASEMENT IN FAVOR OF ALL LOTS WITHIN THIS SUBDIVISION. RIGHTS AND RESPONSIBILITIES OF THE COMMON AREA LOTS SHALL BE AS DESCRIBED IN THE CC&R'S TO BE RECORDED WITH THIS PLAT.
8. MAINTENANCE OF ANY IRRIGATION, DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.

LINE	LENGTH	BEARING
L1	41.00	S88°41'31"E
L2	7.28	N11°18'29"E
L3	8.00	N89°36'02"E
L4	24.63	N0°23'58"W
L6	20.00	N89°36'02"E

CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	17.50	27.48	24.75	S43°41'31"E	90°00'00"



**ISG** IDAHO SURVEY GROUP, P.C.

1450 E. SUITE 100  
MERIDIAN, IDAHO 83402  
PH: 208.333.8888  
FAX: 208.333.8889

Exhibit A4

# JOURNEY'S END SUBDIVISION NO. 2

## CERTIFICATE OF OWNERS

Know all men by these presents: That Black Creek Limited Partnership, an Idaho limited partnership, who acquired title as Blacks Creek Limited Partnership, is the owner of the property described as follows.

A re-subdivision of Lots 10 and 11, Block 1 of Journey's End Subdivision No. 1 as filed in Book 111 of Plats at Pages 16,088 through 16,090, records of Ada County, Idaho and a portion of Lots 3, 4, 5 and 6 of Avalon Orchard Tracts as filed in Book 4 of Plats at Page 189, records of Ada County, Idaho, located in the NW 1/4 of the NE 1/4 of Section 25, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the N1/4 corner of said Section 25 from which the NE corner of said Section 25 bears South 88°39'09" East, 2667.49 feet;

thence along the North-South centerline of said Section 25 South 00°23'58" East, 541.92 feet;

thence leaving said North-South centerline North 89°36'02" East, 20.00 feet to a point on the East Right-of-way line of S. Kay Avenue, said point also being the **REAL POINT OF BEGINNING**;

thence along said East right-of-way line North 00°23'58" West, 59.67 feet to the SW corner of said Journey's End Subdivision No. 1;

thence along the exterior boundary line of said Journey's End Subdivision No. 1 the following 4 courses and distances:

thence North 89°36'02" East, 8.00 feet

thence North 00°23'58" West, 24.63 feet;

thence South 88°41'31" East, 89.97 feet;

thence South 51°24'13" East, 76.67 feet to the NW corner of said Lot 11;

thence along the North boundary line of said Lots 11 and 10 South 88°41'31" East, 168.50 feet to the NE corner of said Lot 10;

thence along the East boundary line of said Lot 10 South 01°18'29" West, 83.00 feet to the SE corner of said Lot 10;

thence along the exterior boundary line of said Journey's End Subdivision No. 1 the following 4 courses and distances:

thence South 88°41'31" East, 168.50 feet;

thence North 01°18'29" East, 83.00 feet;

thence North 08°15'41" West, 61.86 feet;

thence North 01°18'29" East, 88.50 feet;

thence South 88°41'31" East, 153.33 feet to a point on the East boundary line of said Lot 4;

thence along said East boundary line South 00°21'09" East, 280.19 feet;

thence leaving said East boundary line South 34°09'22" East, 117.77 feet;

thence North 88°41'31" West, 301.00 feet;

thence North 01°18'29" East, 82.50 feet;

thence North 88°41'31" West, 12.00 feet;

thence North 01°18'29" East, 41.00 feet;

thence North 88°41'31" West, 246.00 feet;

thence 27.49 feet along the arc of a curve to the right, said curve having a radius of 17.50 feet, a central angle of 90°00'00" and a long chord of 24.75 feet which bears North 43°41'31" West;

thence North 01°18'29" East, 40.17 feet;

thence North 88°41'31" West, 41.00 feet;

thence North 01°18'29" East, 7.28 feet;

thence North 88°41'31" West, 95.46 feet to the **REAL POINT OF BEGINNING**. Containing 2.40 acres, more or less.

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

Black Creek Limited Partnership

\_\_\_\_\_  
Thomas T. Nicholson  
General Partner

## CERTIFICATE OF SURVEYOR

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



## ACKNOWLEDGMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas T. Nicholson, known or identified to me to be a general partner of Black Creek Limited Partnership, who acquired title as Blacks Creek Limited Partnership, the limited partnership that executed the instrument or the person who executed the instrument on behalf of said limited partnership, and acknowledged to me that said limited partnership executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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

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

# JOURNEY'S END SUBDIVISION NO. 2

### HEALTH CERTIFICATE

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

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

### APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

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

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

### APPROVAL OF CITY ENGINEER

I, Gordon Law, the City Engineer in and for the City of Kuna, Ada County, Idaho, on this day \_\_\_\_\_, hereby approve this plat.

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

### APPROVAL OF CITY COUNCIL

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

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

### CERTIFICATE OF COUNTY SURVEYOR

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

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

### CERTIFICATE OF COUNTY TREASURER

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

\_\_\_\_\_  
Date

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

### COUNTY RECORDER'S CERTIFICATE

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

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

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

\_\_\_\_\_  
Deputy

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



<b>ISG</b>	<b>IDAHO SURVEY GROUP, P.C.</b>	1450 E. WATERTOWER ST. SUITE 130 MERIDIAN, IDAHO 83642 PH. (208) 646-8570 FAX (208) 884-5399
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# City of Kuna

## Findings of Fact and Conclusions of Law

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

**To:** Kuna City Council

**Case Number(s):** 15-02-S (Subdivision): *Journey's End Subdivision*

**Location:** East of Kay Avenue and west of Sailer Place, approximately 400-feet south of State Highway 69 (E. Kuna Road/E. Avalon St.) Kuna, Idaho 83634

**Planner:** Trevor Kesner, Planner II

**Hearing Date:** January 19, 2015

**Applicant:** Blacks Creek, LLP  
 PO Box 690  
 Meridian, Idaho 83680  
 208.514.4909  
[bootstfi@gmail.com](mailto:bootstfi@gmail.com)

**Representative:** A Team Land Consultants, Steve Arnold  
 1785 Whisper Cove Avenue  
 Boise, Idaho 83709  
 208.321.0525  
[steve@ateamboise.com](mailto:steve@ateamboise.com)

### Table of Contents:

- A. Course Proceedings
- B. Applicant Request
- C. Vicinity and Aerial Maps; Site History
- D. General Project Facts
- E. Staff Analysis
- F. Applicable Standards
- G. Comprehensive Plan Analysis
- H. Findings of Fact
- I. Conclusions of Law
- J. Decision of the Council

### A. Course Proceedings

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

a. Notifications

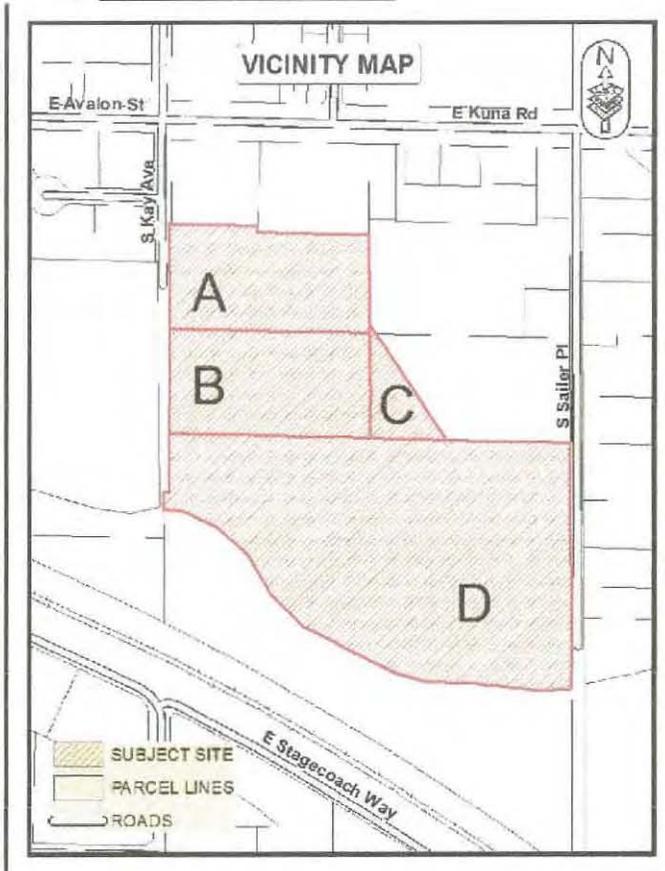
- |                           |                   |
|---------------------------|-------------------|
| i. Neighborhood Meeting   | March 9, 2015     |
| ii. Agencies              | November 30, 2015 |
| iii. 300' Property Owners | December 1, 2016  |
| iv. Kuna, Melba Newspaper | November 30, 2015 |
| v. Site Posted            | December 2, 2015  |

B. Applicant Request:

1. Request:

Applicant requests approval of a Preliminary Plat to create a 145 lot residential subdivision (Journey's End). The applicant proposes to develop 87 single family lots, 20 townhome lots, 25 multi-family (four-plex) lots and 13 common lots. The common areas will make up approximately 26% of the entire site, or 7.54 acres. One common lot will be developed as an extension of the Kuna Greenbelt pathway along Indian Creek. An HOA will be established for the care and maintenance of the common areas. The applicant has received Special Use Permit approval to construct townhomes and multi-family dwellings within portions of an R-6 (Medium Density Residential) zone from the Planning and Zoning Commission. The applicant proposes seven (7) phases of development which will be driven by the consumer market.

C. Vicinity and Aerial Maps:



**History:** The subject parcels are already annexed into Kuna City limits. The subject site has historically been farmed.

This case was heard by the Planning and Zoning Commission on November 10<sup>th</sup>, 2015 where the Commission forwarded a recommendation of approval for 15-02-S to the City Council.

Notices about the hearing were mailed via USPS to property owners within 300 feet of the property on December 2, 2015. The hearing was published in the Kuna Melba News on December 2, 2015. The site posting has been modified provide notification about this hearing.

**D. General Projects Facts:**

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

2. **Surrounding Land Uses:**

<b>North</b>	C-1/R-6	Neighborhood Business District/Medium-Low Density Residential - Kuna City
<b>South</b>	RUT	Rural-Urban Transition—Ada County
<b>East</b>	R-4	Low Density Residential – Kuna City
<b>West</b>	RR and R-1	Rural-Urban Transition – Ada County AND Low Density Residential - Kuna City

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

- Approximately 28.79 total acres
- C-1 (Existing) – 4.72 Acres AND R-6 (Existing) – 24.07 Acres
- Parcel #'s showing (see vicinity map on page 2 of 8): A) R0615252032; B) R0615252200; C) R0615251800; D) R0615252800.

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 fallow with two agricultural related structures situated on the site. It is anticipated that the current use will continue until construction begins on the development. This site's topography is generally flat.
6. **Water Rights:** Any existing water rights will stay with the land and are non-transferrable; except to the City of Kuna, which shall be annexed into the city's pressure irrigation system.
7. **Transportation / Connectivity:** The applicant proposes three vehicular access points; one (1) access on south Sailer Place and two access points (2) on south Kay Avenue. The traffic impact analysis submitted to ACHD by the applicant and stamped by Gary Funkhouser, P.E. states: "Journey's End is projected to generate a gross average daily traffic (ADT) of approximately 1600

vehicles per day (vpd) ...PM peak hour traffic of 158 vpd and the AM peak hour of 124 vpd. Approximately 61% of the daily traffic will use Kay Avenue for access and 39% of the daily traffic will use Sailer Street for access". The pedestrian pathways which traverse through the subdivision will connect to internal sidewalks and the Indian Creek pathway (greenbelt).

8. **Environmental Issues:** Staff is not aware of any environmental issues or health conflicts. The *Indian Creek Canal* borders the southerly boundary of the development. According to the Idaho Department of Water Resources mapping system and the submitted preliminary plat, it appears that portions of the most southerly parcel are situated within the 100 year flood plain.
9. **Agency Responses:** The following agencies returned comments and are included as exhibits with this case file:
  - (Exhibit B-1) Kuna City Engineer (Gordon Law, P.E.);
  - (Exhibit B-2) Boise Project Board of Control;
  - (Exhibit B-3) Idaho Department of Environmental Quality (DEQ)
  - (Exhibit B-4) Idaho Transportation Department (ITD);
  - (Exhibit B-5) Ada County Highway District (ACHD);
  - (Exhibit B-6) Central District Health Department
  - (Exhibit B-10) Community Planning Association of Southwest Idaho (COMPASS)

#### E. **Staff Analysis:**

The subject site is located approximately 400 feet south of E. Avalon Street/E. Kuna Rd/SH69, between S. Kay Avenue and S. Sailer Place. The 28.79 acre site is currently annexed into the City with 24.07 acres designated as an R-6 (Residential) zone, and the remaining 4.72 acres designated as C-1 (Commercial) zone. The applicant intends to create 132 buildable lots in the subdivision proposing 7.54 acres (nearly 26 % of the project) of common space for the use of residents to be owned and maintained by an HOA. This project will include pathways through the development, landscape buffers, a tot-lot and a swimming pool and clubhouse. Applicant also proposes improvements to the Indian Creek pathway (Greenbelt) on the north side of Indian Creek on the southern border of the project.

Public services will be extended to the property. The site is too low to be serviced by gravity and capacity of the nearest lift station is almost fully committed, therefore, a lift station is required. This project is not connected to the city's pressure irrigation system, but pump stations in this area are adequate to serve this property.

The applicant intends to construct 36 foot wide internal streets with curb, gutter and five foot detached sidewalks buffered by seven foot parkway strips. ACHD will require the applicant to construct Sailer Place as half of a 36-foot street section abutting the site and locate a Cul-de-sac turn around at its terminus. The applicant intends construct Kay Avenue as half of a 40-foot street section, with curb, gutter and attached sidewalk abutting the site. ACHD requested the applicant provide a stub street to connection to the previously approved Sailer Shores Meadows development to the east of this project; however, staff has confirmed approval from ACHD that the Sailer Shores Meadows developer has reconfigured the approved preliminary plat so as not to connect to the Journey's End site (reference Exhibit B-11).

Planning and Zoning staff have determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and recommended approval for Case No. 15-02-S (Journey's End Subdivision), subject to the recommended conditions of approval.

**F. Applicable Standards:**

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

**G. Comprehensive Plan Analysis:**

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

1. The 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 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 has established six criterions to determine the potential for property takings.

**-GOALS AND POLICY - *Land Use***

**Objective 1.1, Policy 1:** Adopt a future land use plan and map that reflects the needs and values of the community and guides future growth in a manner consistent with the community's vision.

**Objective 1.5:** Ensure an adequate supply of housing for all income levels.

*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.

*Goal 3: Protect the quality of existing residential neighborhoods and ensure new residential development is sustainable. Provide a variety of housing opportunities to meet the needs of all Kuna residents.*

**Objective 3.1:** Encourage and plan for the development of cohesive neighborhood units that incorporate a variety of housing densities and styles.

*Goal 4: Preserve key natural and open spaces, maintain and enhance existing park spaces, and promote the development of additional park spaces to meet growing demands.*

**Objective 4.1:** Identify areas within the region that can be preserved and protected for future generations.

**Policy 4.3:** Create parks or preserves at key community open spaces such as the Hubbard reservoir, Indian Creek, Kuna Butte, and Initial Point.

**Policy 1:** Maintain an appropriate balance and interaction between natural systems and the built environment.

**Policy 2:** Adopt a future land use plan that includes natural and developed open space areas for preservation within and around the City.

**-GOALS AND POLICY – Transportation**

*Goal 1: Promote and encourage bicycling and walking as transportation modes.*

*Goal 3: Balance land use planning with transportation needs.*

**Policy 2:** Facilitate pedestrian connections both visually and physically, to enhance pedestrian movement.

**Objective 3.1:** Strive to achieve local and regional land use and transportation compatibilities.

**Policy 3.1.1:** Coordinate with COMPASS and ACHD on regional transportation planning matters.

**Objective 3.2:** Develop strategies to reduce travel demand.

**Policy 3.4.2:** Rely on the City's functionally classified road map to define levels of access and mobility. Require the development community to dedicate right of way according to the road's functionality as identified in the transportation plan.

**GOALS AND POLICY - Recreation**

**Objective 1.2:** Develop parks and recreational facilities that can be utilized all year around and that may be retrofitted to meet different needs as circumstances warrant.

**Policy 1.2.1:** Ensure that there is a system of parks, trails, and recreational activities that accommodate a host of outdoor activities.

**Policy 1.3.2:** Adopt a park system development strategy that provides a good balance between active and passive open space uses.

*Goal 2: Integrate trails, bike lanes, and green systems into community life and development patterns.*

**Objective 2.1:** Ensure that neighborhoods have easy access to open green space, trails and bike systems.

**Policy 2.3:** Coordinate with the irrigation district to establish trails and greenways along their waterways where appropriate.

*Goal 3: Maintain nature parks and agricultural lands as part of the City's green system.*

*Goal 4: Encourage the development of community and neighborhood-centered recreational facilities and programs for residents.*

**Policy 6:** Assure parks and open spaces connect with trails, walkways, bikeways, and horse paths.

**GOALS AND POLICY – Housing**

*Goal 1: Provide a wide range of housing to meet the needs of the current and future population. Ensure that housing is available throughout the community for people of all income levels and for those with special needs.*

**Objective 1.1:** Encourage the construction of housing that is safe, affordable and designed to accommodate a range of income levels and lifestyles

**Policy 1.2:** Encourage the development community to provide a variety of lot sizes, dwelling types, densities, and price points.

**Policy 1.8:** The City staff should discourage developers from developing land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl.

*Goal 2: Encourage logical and orderly residential development.*

**Objective 2.1:** Ensure that development proceeds in a logical and orderly manner so that public services are provided in a cost efficient manner.

**Objective 3.1:** Encourage the development of safe and aesthetically-pleasing neighborhoods.

**Policy 3.7:** Encourage the construction of trail and pathway connections between neighborhoods.

**GOALS AND POLICY - Community Design**

**Goal 1:** Strengthen the image of the City through good community and urban design principles.

**Objective 1.1:** Foster good community design concepts.

**Objective 1.2:** Ensure the development community applies sufficient landscaping to its developments for the purpose of reducing scale, creating a sense of place and mitigating incompatible uses.

**Policy 1.3:** Incorporate landscape features to serve as buffers between streets and pedestrian activity.

**H. Findings of Fact:**

1. This request appears to be consistent and in compliance with Kuna City Code (KCC).
2. The use appears to meet the general objectives of Kuna's Comprehensive Plan.
3. The site is physically suitable for a subdivision.
4. The subdivision uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
5. The subdivision 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 the existing adjacent uses.
7. The existing streets and utility services in proximity to the site are suitable and adequate for residential subdivision 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. 15-02-S (Subdivision), this proposal appears to comply with the Kuna Comprehensive Plan and the Future Land Use Map.
10. The Kuna City Council has the authority to approve or deny the subdivision application.
11. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

**I. Conclusions of Law:**

1. Based on the evidence contained in Case No. **15-02-S**, the Kuna City Council finds Case No. **15-02-S**, complies with Kuna City Code.
2. Based on the evidence contained in Case No. **15-02-S**, the Kuna City Council finds Case No.
3. **15-02-S** is consistent with Kuna's Comprehensive Plan.
4. The public notice requirements were met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and Kuna City Ordinances.

**J. Recommendation by the City Council:**

Based on the facts outlined in staff's report and any public testimony at the public hearing, the City Council of Kuna, Idaho, *approves Case No. 15-02-S* (Subdivision) *with* the following conditions of approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved 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. It is recommended that a sewer study is conducted with input from the developer and in consideration of this development's and the city's needs in order to determine the preferred sewer service option for this property. When connecting to the sewer system, the applicant shall abide by any relevant sewer reimbursement policies and agreements and any relevant connection fees.
  - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department typically 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 Board of Control* shall approve any modifications to the existing irrigation system(s).

- e. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to the 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 Code and ACHD standards and widths.
3. The applicant shall fully improve and dedicate (deed) the common lot(s) or portions of any common lots which are considered to be the Indian Creek Pathway (Greenbelt) extension along the southern boundary of the development, to the public. The applicant shall work with the Parks Director to ensure that the greenbelt pathway improvements conform to the standards set forth in Kuna City Code for public pathways.
4. 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, per Kuna city Code: 6-4-2-W.
5. 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.
6. Street lighting shall be LED lights and meet the approval of the City.
7. Parking within the site shall comply with Kuna City Code, unless specifically approved otherwise.
8. Fencing within and around the site shall comply with Kuna City Code unless specifically approved otherwise.
9. Signage within the site shall comply with Kuna City Code (A sign permit is required prior to sign construction).
10. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
11. 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).
12. 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.
13. The applicant's preliminary plat, SUP map and landscape plan shall be considered binding site plans, as modified and approved.
14. Applicant shall follow all staff, city engineer and other agency recommended requirements as applicable.
15. Developer shall comply with all local, state and federal laws.



**CITY OF KUNA**  
PLANNING & ZONING DEPARTMENT

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

May 12, 2017

**A Team Land Consultants**, Steve Arnold  
1785 Whisper Cove Avenue  
Boise, ID, 83709  
208-514-4909  
[steve@ateamboise.com](mailto:steve@ateamboise.com)

Completeness Letter

17-01-FP (Final Plat) Journey's End No. 2

Dear Steve Arnold:

On *May 12, 2017*, Kuna's planning and zoning staff finished reviewing the submitted Final Plat Application for Journey's End Subdivision No. 2. This letter is to notify you the City will consider the applications complete, subject to the following fees being sent to the City. The date for your Public Meeting with City Council is tentatively scheduled for **June 20, 2017**, here at City hall at 6:00 pm.

If our office does not receive critical agency final reports and/or responses related to this project in time to include them with our staff report, the hearing may be delayed

The following application fees are requested at this time:

**Planning and Zoning Department:**

Final Plat: \$600 (base) + 20/Lot (@ 10 total lots) = **\$800.00**

**Engineering Fees:**

Final Plat Review: \$50 (base) + 5/Lot (@ 10 total lots) = **\$100.00**

**Total Fees Due: \$900.00**

Please submit the fees to the City on, or before **June 1, 2017**, in order to keep the public meeting with City Council.

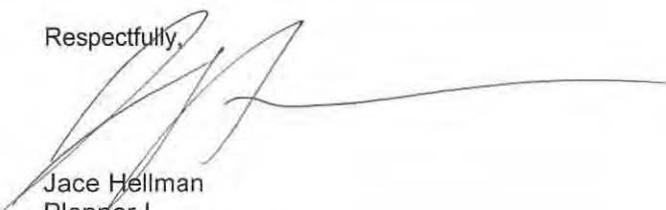
The following fees will be required when construction is completed and prior to signature on the final plat is requested:

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

Kuna encourages pre-payment of these inspection related fees in order avoid delays at the back-end, as the project winds down when timelines are critical.

If you have any questions regarding this information, please contact me at 922.5274 or by e-mail at [jhellman@Kunaid.gov](mailto:jhellman@Kunaid.gov).

Respectfully,

  
Jace Hellman  
Planner I  
Kuna Planning and Zoning Department

Cc: Wendy Howell, Director of Planning Services

**Jace Hellman**

**From:** Jace Hellman  
**Sent:** Monday, May 15, 2017 2:32 PM  
**To:** Mike Borzick; Antonio Conti; Terry Gammel  
**Cc:** Richard Roats; Trevor Kesner  
**Subject:** Journey's End Subdivision No. 2 Final Plat

May 15, 2017

Notice is hereby given that the following action is under consideration by the City of Kuna:

<b>FILE NUMBER</b>	17-01-FP (Final Plat) Journey's End Subdivision No. 2
<b>PROJECT DESCRIPTION</b>	Applicant, Steve Arnold with A Team Land Consultants, requests approval for phase two of the Journey's End Subdivision. This phase will feature eight new 4-plex lots and two existing 4-plex lots, and one common lot. Two existing lots are being re-platted to correct a setback issue that was created when one of the buildings was constructed at the wrong location.
<b>SITE LOCATION</b>	<b>987 East Kuna Road, between Kay Avenue and Sailer Place.</b>
<b>APPLICANT/ REPRESENTATIVE</b>	A Team Land Consultants, Steve Arnold 1785 Whisper Cove Ave Boise, Idaho 83709 321-0525 steve@ateamboise.com
<b>SCHEDULED HEARING DATE</b>	<b>Tuesday, June 20, 2017 6:00 p.m.</b>
<b>KUNA STAFF CONTACT</b>	Jace Hellman, Planner I <a href="mailto:jhellman@kunaid.gov">jhellman@kunaid.gov</a> Phone: 922-5274 Fax: 922-5989
We have included a Dropbox link below with the application items that were submitted to assist you with your consideration and responses. <b>No response within 15 business days will indicate you have no objection or concerns with this proposed project.</b> We would appreciate any information you can supply us as to how this action would affect the services you provide. The public hearing is at 6:00 p.m. or as soon thereafter as it may be heard located at Kuna City Hall 751 W. 4 <sup>th</sup> Street, Kuna, ID 83634.	

<https://www.dropbox.com/sh/8ns44vsrlg4ryal/AAB97NSwc1caBk2Db22N-Cvja?dl=0>

Jace Hellman  
Planner I



City of Kuna  
751 W 4<sup>th</sup> Street  
Kuna, ID 83634  
[jhellman@kunaID.gov](mailto:jhellman@kunaID.gov)





**CITY OF KUNA**  
**P.O. BOX 13**  
**KUNA, ID 83634**  
[www.cityofkuna.com](http://www.cityofkuna.com)

ANTONIO M CONTI  
CITY ENGINEER

Telephone (208) 639-5343; Fax (208) 287-1731

Email: [aconti@kunaid.gov](mailto:aconti@kunaid.gov)

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## MEMORANDUM

TO: Jim E Coslett, PE  
Rock Solid Civil.

FROM: Antonio M Conti  
Kuna City Engineer

RE: Journeys End Subdivision No. 2  
Construction Plans Review

DATE: May 9, 2017

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The City Engineer has reviewed the first submittal of the construction plans related to utilities and other site improvements for the referenced project. The following comments are provided to summarize the redline markups prepared in connection with the plan review:

1. Review Fees – The standard review fee for these plans is \$200 plus \$10 per lot. The City counts 11 lots yielding a total fee of \$310. The cost will be invoiced and mailed to Rock Solid Civil, 270 North 27<sup>th</sup> Street, Boise, ID 83702.
2. Record Drawings – At the conclusion of construction, and before signing the final plat, submittal, review and approval of record drawings is required.
3. Drainage and Supply Ditches – A critical requirement is that development projects not disrupt downstream irrigation delivery rights or upstream drainage rights. We ask that you review these items carefully and provide a map of existing facilities, and written assurance and details that each existing ditch or underground conduit has been examined and determined that it either does not serve properties beyond the development or that adequate provision is made to serve those rights.
4. Annex Water Rights - Submit a petition, before final platting, to the City to annex (aka “pool”) the surface water rights of the project to the municipal PI system of the City.
5. Plan Sheet C1
  - a. Please verify that all line types are included in the legend.
6. Plan Sheet C2
  - a. Please update exterior boundary line to match plat
  - b. Please add date to Notes



7. Plan Sheet C3
  - a. Please show flow line elevation of drainage ditch at critical points
  - b. Please detail drainage swale section
  - c. Please detail how swale will enter basin and minimize erosion.
8. Plan Sheet C4
  - a. Please show flow line elevation of drainage ditch at critical points
  - b. Please add detail of swale at curb
9. Plan Sheet C5
  - a. Where is the temporary borrow ditch?
10. Plan Sheet C6
  - a. Please add station at all water services
  - b. Please callout cleanout at all angle points on service lines
  - c. Service laterals are not allowed in SSMH
  - d. Please flip water line alignment with sewer line alignment to prevent crossing
  - e. Fire service for the building should be connected upstream from the meter.
  - f. Please show Min. 4' cover on water main
  - g. Please show 18" minimum clearance between water and sewer
11. Plan Sheet C7
  - a. Please add invert elevation to PI line and flow arrows
  - b. Please add additional details to gravity line
12. Plan Sheet C8
  - a. Please ensure these are latest details. Verify with Mike Borzick
13. Plan Sheet C9
  - a. Please existing lights to the plan
  - b. Max light separation is 250'. Adjust accordingly
14. Final Plat Sheet 1
  - a. Please identify all symbols used in the plat
  - b. Please locate and show existing found monument on the East boundary line
  - c. Please show all easements.
  - d. Please verify overall dimensions on Lots 16 and 17.
  - e. Please add dimension between monuments on Lot 17
  - f. Please verify notes. Refer to attached sample
  - g. Property to the east should be Sailor Shores.
  - h. Please add book and page to references
15. Final Plat Sheet 2
  - a. No Comments
16. Final Plat Sheet 3
  - a. Remove City Engineer's name and replace with "the undersigned"
  - b. Correct sheet number

17. Redlines – Marked up drawings are being returned to you to assist your editing. P&Z may issue separate comments of their own related to the landscape and street light plans. The Kuna Rural Fire District has not yet reviewed the plans and may provide comments by separate letter. When your corrections are complete, please re-submit the corrected drawings, your written responses to comments and these red lines to assist the city in making a timely back-check. If edits to plans are made which are not called for in the red lines, please place them in cloud references until the City has a chance to review the edits. The City requests this consideration so that staff does not need to completely review the plans anew with the next submittal.

Attachment

Cc: Kuna Planning and Zoning Dept.

MB/AC

## POLICY FOR SOLID WASTE SERVICE LOCATION DESIGN STANDARDS

### I. INTRODUCTION

- A. This policy details requirements for commercial solid waste service, which will provide for the safe and efficient collection of trash and recycling. Public Works staff shall review and have final approval over safety factors and space requirements, including enclosure specifications, access to solid waste containers, and proper distance, height and width clearances.

### II. SCOPE

- A. This policy applies to all commercial properties within the City of Kuna including but not limited to; office, retail, restaurants, multi-family housing (hotels, condos, apartments, townhomes), mixed-use development, hospitals/clinics, churches, industrial businesses, and non-profits which use commercial solid waste containers and service with scheduled collection.
- B. Exterior solid waste enclosures are required for all new commercial solid waste service locations except those sites with alley collection, compactors.
- C. Existing solid waste enclosures will be required to be constructed to current standards for; construction which impact parking or driveway areas; construction which restricts access to, modifies, or changes the location of an existing enclosure, and interior modifications which change the use of the building.

### III. SOLID WASTE ENCLOSURES

- A. The size of the enclosure will depend on what types of containers are to be utilized. The following chart details the required enclosure specifications for various solid waste containers available from the City's contracted waste hauler:

<b>Trash/Recycling Containers</b>	<b>Minimum Enclosure Dimensions (interior)</b>	<b>Enclosure Gates/Doors</b>	<b>Surface Pad</b>
One, 3, 6, or 8-yd container	12' X 12' with a 12' wide gate opening.	Must open at least 120 degrees, and have a mechanism to hold them in the open position	Minimum four inch thick reinforced concrete, with an apron. Sized to fit the enclosure.

One, 3, 6, or 8-yd container and any grease container used for a restaurant	16' X 12' with a 16' wide gate opening.	Must open at least 120 degrees, and have a mechanism to hold them in the open position	Minimum four inch thick reinforced concrete, with an apron. Sized to fit the enclosure.
Two, 3, 6, or 8-yd containers (one trash & one recycling, or two trash)	18' X 12' with an 18' wide gate opening.	Must open at least 120 degrees, and have a mechanism to hold them in the open position	Minimum four inch thick reinforced concrete, with an apron. Sized to fit the enclosure.
Wheeled Carts only (1-2 carts)	4' X 8'	Four foot wide door/gate. Or a three-side enclosure with no door/gate.	Paved and sized to fit enclosure.
Wheeled Carts only (3-4 carts)	8' X 8' or 4' X 16'	Seven foot wide door/gate. Or a three-side enclosure with no door/gate.	Paved and sized to fit enclosure.

- B. In addition to the previously mention specifications, multi-family residential or mixed-use (residential with commercial) properties utilizing 3-8 yd containers must provide a pedestrian entrance (at least a 3' wide door or opening) to the enclosure separate from the gate access used for the collection vehicle to allow easy access to the trash and recycling containers for residents.
- C. Wheeled carts may also be stored inside a service area or garage and brought to the curb by building staff prior to scheduled collection. Carts must then be returned to their storage location within 24 hours, by building staff.
- D. Solid Waste enclosures may not be used for storage of any other materials except solid waste and all waste must be stored within the provided container(s).

#### IV. SOLID WASTE ENCLOSURE BUILDING MATERIAL

- A. Enclosure walls shall be constructed out of CMU block to applicable building codes.
- B. Double gates are required for all enclosures.
- C. Gates shall be free hanging with no center pole. The gates/doors shall be designed to ensure access and removal of each bin from the enclosure without having to move another bin.
- D. Gates shall be solid metal painted to incorporate the overall design theme of the development with outside handles on each door and a slide latch to secure the doors. The solid waste and recycling area should not be visible through the gates. In addition, gates must be approximately the same size as the enclosure walls.

#### V. ACCESS REQUIREMENTS FOR SOLID WASTE SERVICE

- A. Site plans submitted to the city (for new construction and remodel) must clearly indicate

the proposed location for solid waste containers and include a detail of the enclosure with applicable dimensions.

- B. Enclosures must be located and configured so there is at least 50' of unobstructed access in front of the enclosure as measured from the center of the enclosure gates.
- C. Large roll-off containers (20 yd, 40 yd) and compactors require 60' of clearance in front of the container.
- D. There must be at least 25' of overhead clearance above and 30' in front of all containers to avoid damage and interference while containers are being emptied.
- E. If the vehicle circulation plan does not allow trucks forward access to a public street after collection, a paved hammerhead turn-around 15' wide and 50' long or a 75' diameter cul-de-sac must be provided. Parking can not be permitted in the cul-de-sac or turn around area.
- F. All roads, alleys, or service drives must provide an unobstructed path of at least 15' high and 12' wide to allow for safe access to enclosures.
- G. The area 40' surrounding the front of the enclosure may not have a slope of greater than 4%.
- H. Access to enclosures must be maintained by the property owner by keeping path to the enclosure free of accumulating snow, parked cars, or debris.

#### VI. ALLEY SERVICE

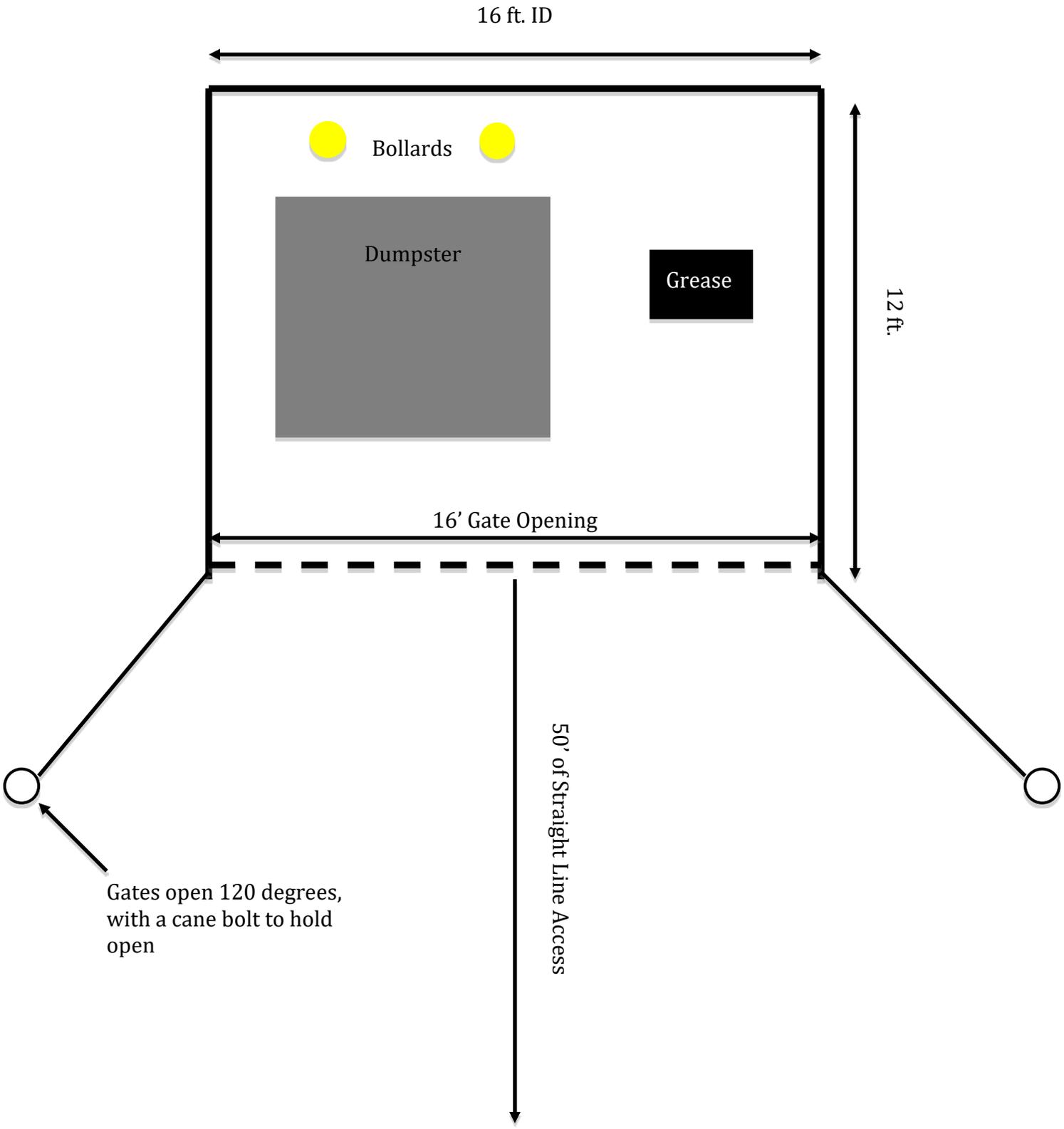
- A. Properties which border maintained alleyways may utilize the alleyway as a trash collection location, provided the alleyway is accessible to collection vehicles and is in the proper service area.
- B. The alleyway must be clear and accessible along the entire length and the collection vehicles will not back up for trash services.
- C. All solid waste must be contained in a City provided container and may not block passage of vehicles through the alleyway.
- D. An enclosure may not be required for alley service.

#### VII. COMPACTORS

- A. Compactors must be located in an accessible area (see Section IV) away from public view
- B. Compactors must be placed on a minimum 4-inch thick reinforced concrete pad, with apron, sized to fit the compactor.
- C. Any gates used to access the compactor must open 120 degrees minimum and have wind stops.

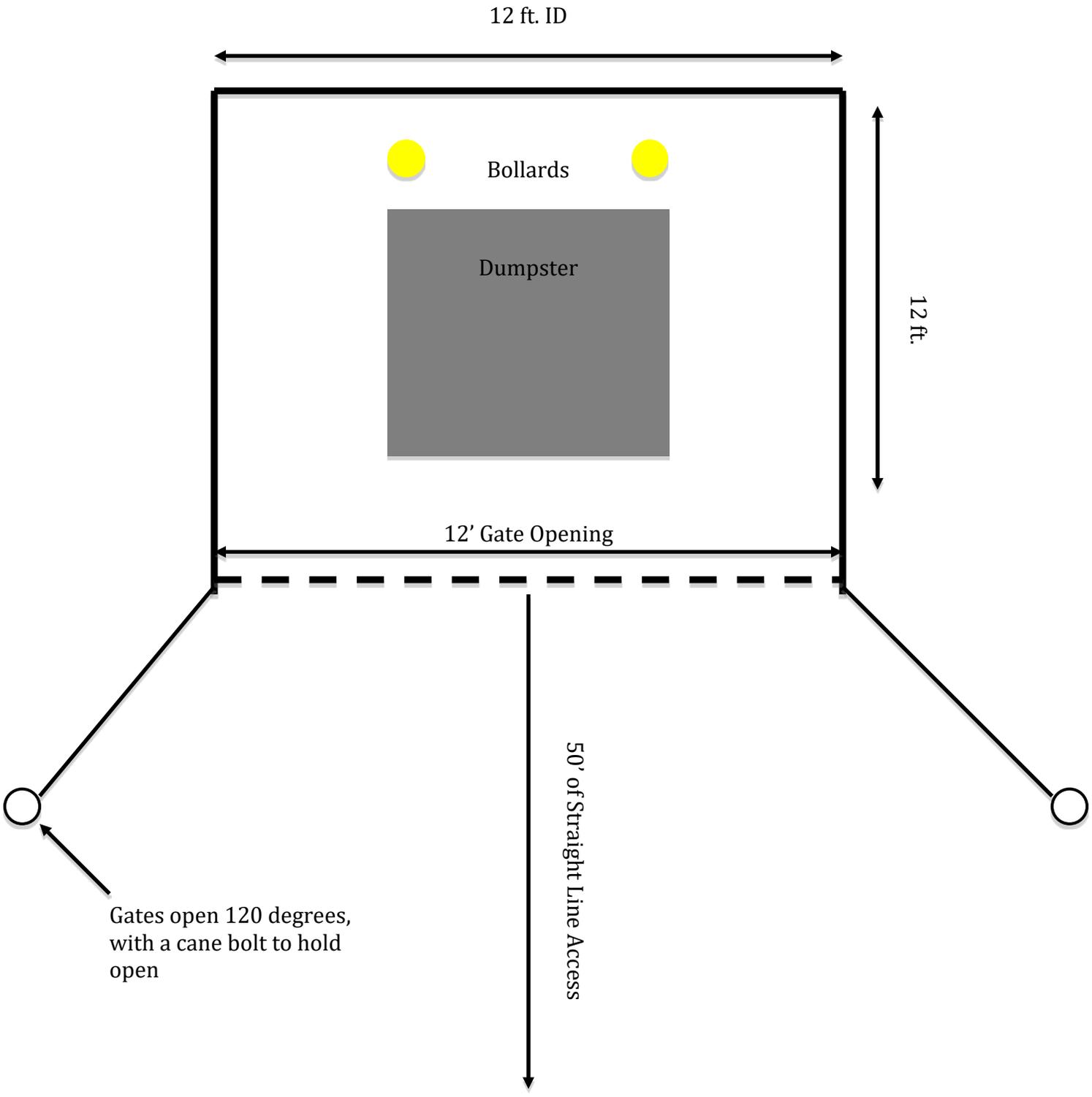
#### VIII. WAIVERS AND APPEALS

- A. Any person may request a waiver of any provision of this policy.
- B. All waivers and appeals must be submitted the Public Works Department in writing.
- C. Reference City of Kuna Solid Waste Ordinance \_\_\_\_\_ for the waivers and appeals process.

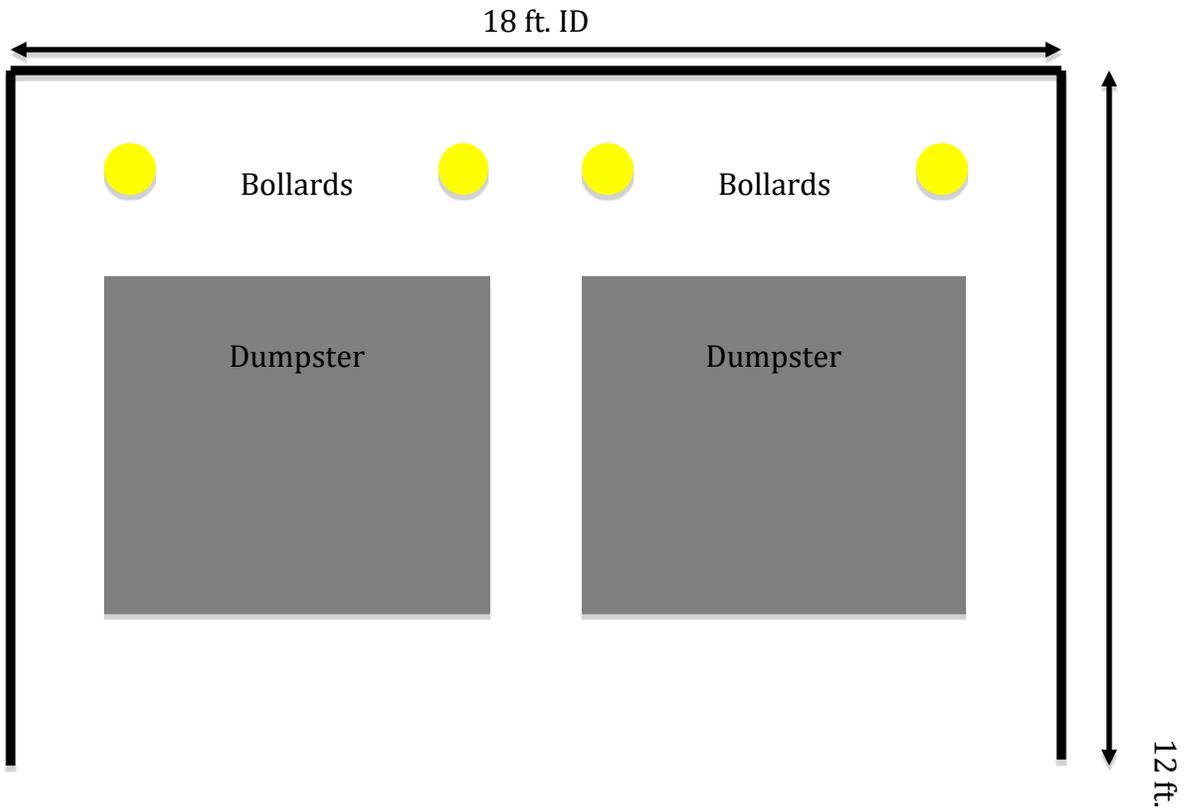


**Single Dumpster with Grease Container**

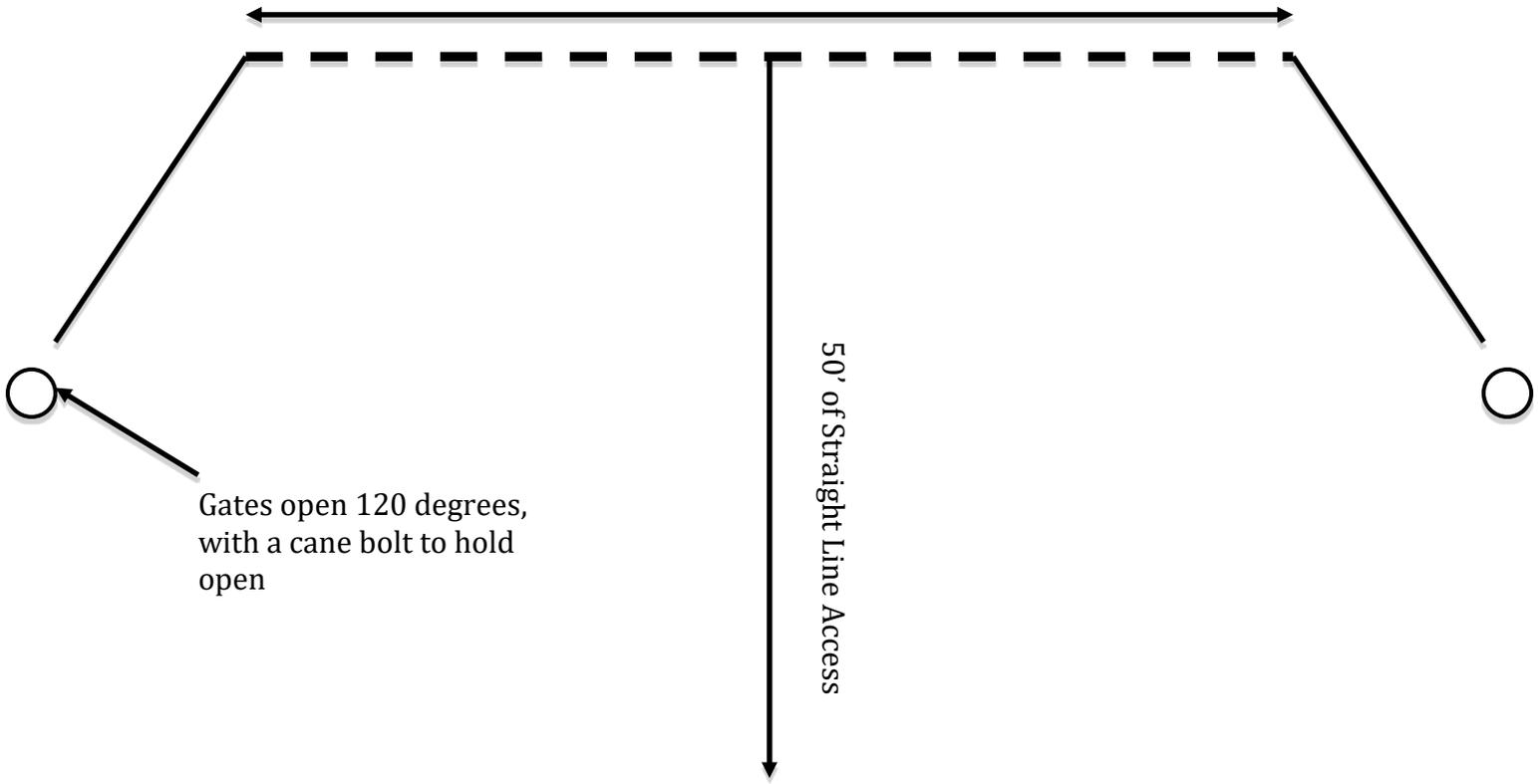
(Drawing not to scale, for reference only)



**Single Dumpster**  
(Drawing not to scale, for reference only)



18' Gate Opening

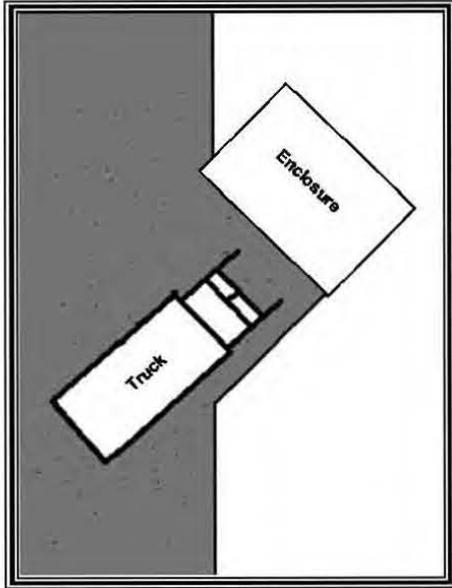


**Dual Dumpsters**

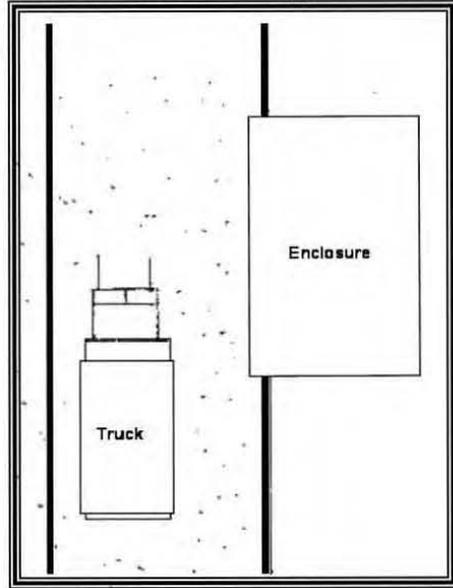
(Drawing not to scale, for reference only)

**EXAMPLES OF DIRECT AND INDIRECT ACCESS TO ENCLOSURES**

**Direct access:** Required (50-60' minimum)



**Indirect Access:** Not permitted, except for alley collection or in the downtown core with Public Works approval.





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

ANTONIO M CONTI  
CITY ENGINEER

Telephone (208) 639-5343; Fax (208) 287-1731  
Email: [aconti@kunaid.gov](mailto:aconti@kunaid.gov)

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## MEMORANDUM

TO: Mayor Stear and Members of City Council

FROM: Antonio M Conti  
Kuna City Engineer

RE: Kuna Public Works Projects  
Water Right's Support

DATE: June 14, 2017

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**REQUEST: Approve Resolution for Keller Associates Agreement**

The City of Kuna recently completed the update of the City's Water System Master Plan. While updating the plan, deficiencies were noted in the water rights. The City holds 6 licensed water rights and 1 permitted water right. The permitted water right is temporary and it is designed to allow the City to construct new wells. Our permit expires in July 2018 and we need to renew it for the next 5 years. As part of this process the City should transfer water rights between the various well and the various licenses to allow using water from various points of diversion in any location within the City. The same should be done for the water permit.

Due to the complexity of water rights law, the City Engineer recommends hiring the services of Keller Associates to prepare the various applications and provide training for future applications. Keller Associates has prepared the city's Water master plan and they are the most knowledgeable to support the City with this matter.

Keller Associates has provided a Professional Services Agreement and an estimate of costs in the amount of **\$2,565.00** for the Scope of Work. In selecting a consultant, the Idaho State Code does not allow selection on the basis of the cost of consultant services. The City will continue to make consultant selection as required in state code, but will evaluate costs to make sure expenditures are appropriately controlled.

The City Engineer requests the attached Professional Services Agreement, Scope of Work and Estimate of Costs is approved and the services of Keller Associates are secured for the work. A resolution is attached, which if approved, the Mayor, Clerk and City Engineer are authorized to execute the requisite documents.

Fund are available in the water contingency fund for this project.

**RESOLUTION NO. R42-2017  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AWARDED CONTRACT FOR THE WATER RIGHTS APPLICATION SUPPORT TO KELLER ASSOCIATES, INC. IN THE AMOUNT OF \$2,565.00; DIRECTING EXPENDITURE OF FUNDS FROM THE WATER FUNDS FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID PROPOSER.**

**WHEREAS**, City of Kuna, Idaho has budgeted funds in the amount of \$251,341 in Fiscal Year 2016/2017 for contingencies; and

**WHEREAS**, City of Kuna, Idaho has assembled a registry of qualified consultants for engineering support projects; and

**WHEREAS**, Keller Associates, Inc was determined to be the best qualified consultant to provide support in water rights matters:

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho, that the Mayor, City Engineer and City Clerk of said city are hereby authorized to execute that certain agreement titled "Professional Services Agreement", by and between said city and Keller Associates, Inc., which Agreement is for consulting services related to designing a sanitary sewer lift station with associated appurtenances and preparing contract documents for constructing the same, which agreement and associated scope of work is estimated to cost two thousand five hundred sixty five dollars and no cents (\$2,565.00) and which Agreement is attached hereto, and made a part hereof, as if set forth in full.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 20<sup>th</sup> day of June, 2017.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 20<sup>th</sup> day of June, 2017.

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

ATTEST:

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

### AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement effective as of \_\_\_\_\_ ("Effective Date") between the City of Kuna, Idaho ("Owner") and Keller Associates, Inc. ("Consultant").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: Water Rights Support ("Project").

The Owner and the Consultant agree to the following Project scope, schedule, and compensation:

**SCOPE:** Consultant's services under this Agreement are generally identified as follows: See Attachment A.

**SCHEDULE:** The Agreement shall commence on the above written date and the work is expected to be completed as indicated in Attachment A.

**COMPENSATION:**

*Basic Services.* As compensation for services to be performed by Consultant, the Owner will pay Consultant a total lump sum fee of \$ 2,565 ( Two Thousand Five Hundred and Sixty Five dollars) as described in Attachment A.

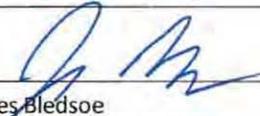
*Additional Services.* Compensation for performing Additional Services will be pursuant to a mutually agreed upon Addendum to this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written. Owner further acknowledges that it has reviewed and accepted the attached Standard Terms and Conditions.

**OWNER:** City of Kuna, Idaho

**CONSULTANT:** Keller Associates, Inc.

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: James Bledsoe

Title: \_\_\_\_\_

Title: Principal

Address: 763 W. Avalon

Address: 131 S.W. 5<sup>th</sup> Avenue, Suite A

Kuna, Idaho 83634

Meridian, ID 83642

Date: \_\_\_\_\_

Date: 5-26-2017

**STANDARD TERMS AND CONDITIONS:**

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 30 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

**Interest.** If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

**Suspension.** If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, acts of God, or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.
6. **TERMINATION** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY**– Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages.
9. **OPINIONS OF COST** – Consultant's opinions of probable cost represent Consultant's judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner's and other contractor's methods of determining prices, or over competitive

bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.

10. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over Contractor's work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

11. **MISCELLANEOUS**

**Right of Entry:** Unless otherwise noted in the scope of work, the Owner shall provide for Consultant's right to enter the property owned by the Owner and others in order to fulfill the services to be performed hereunder.

**Dispute Resolution:** Owner or its Contractor agree to notify Consultant of any claims against the Consultant within 10 days of discovery of any allegations, errors or omissions. Should a dispute arise, Owner and Consultant agree to negotiate disputes between them in good faith for a period of 30 calendar days from the date the dispute is raised in writing by either the Owner or Consultant. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. Fees and expenses for mediation shall be split equally between the parties. The Owner and Consultant agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede litigation. This Agreement shall be governed by the laws of the State where the Project is located.

**Hazardous Environmental Conditions:** The scope of Consultant's services does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations. Consultant is not required to become an arranger, operator, generator, or transporter of hazardous substances, and shall have no responsibility for the discovery, handling, removal, disposal or exposure of persons to hazardous substances of any form.

**Consultant Reliance:** Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Owner, Owner's consultants and contractors, and information from public records, without the need for independent verification.

**Certifications:** Consultant shall not be required to sign any documents that result in Consultant having to certify, warrant, or guarantee the existence of conditions whose existence Consultant cannot ascertain within its services for the Project.

**Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

**Severability & Waiver:** In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provisions will be stricken, and those remaining Contract Provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of such term, covenant or right.

**Joint Drafting:** The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

**City of Kuna**  
**Attachment A to Professional Services Agreement**

**WATER RIGHTS SUPPORT**  
(June 2017)

**Article I: Scope of Services**

**Project Background**

The City of Kuna (Owner) has recently completed a Water Master Plan Update, which included an overview of the City's potable water rights. Multiple recommendations were made in the Water Master Plan Update to make the City's water rights more available to use throughout the city and to meet Idaho Department of Water Resources' (IDWR) requirements.

The City has six water rights that are licensed or decreed and one water right that is a permit. The permit allows the City to develop new wells without applying for new water rights, as was the case with Wells 10 and 11. However, a water right permit is granted for a limited amount of time. When the permit time expires, an application to convert the permit to a license must be filed with IDWR. Typically, a water right permit grants access to more water than licenses allowing municipalities to develop future wells. The water right permit held by the Owner expires in July 2018, but can be extended for one more 5-year period prior to conversion to a license.

In general, water rights have specific locations (points of diversion) where the water can be extracted by wells. Transfers can be made so that municipalities can use water from any water right at any well.

**Task 1: Permit Extension**

Consultant shall apply for a permit extension for the City of Kuna water right 63-31741. The permit extension will be filed with IDWR. Consultant will use data from the 2017 Water Master Plan Update to fill out the application. The Owner will pay the IDWR application fee, which is currently set at \$50.

*Consultant Deliverables: Permit extension application with IDWR response*

*City Deliverables: IDWR application fee*

**Task 2: Transfer Application**

Consultant shall file an application for transfer for water rights 63-03266, 63-08215, 63-11970, 63-12394, 63-12552, and 63-31481. The transfer will be for the purpose of adding the Owner's Wells 3, 4, 5, 6, 7, 8, 9, 10, and 11 as points of diversion for all water rights included in the transfer. Consultant will use data from the 2017 Water Master Plan Update to fill out the application. The Owner will pay the IDWR application fee, which is currently set at \$2,020.

*Consultant Deliverables: Application for transfer with IDWR response*

*City Deliverables: IDWR application fee*

### **Task 3: Permit Amendment**

Consultant shall apply for an amendment to permit 63-31741 to add the Owner's Wells 3, 4, 5, 7, and 8 as points of diversion for the water right. Consultant will use data from the 2017 Water Master Plan Update to fill out the application. The Owner will pay the IDWR application fee, which is currently set at \$100.

*Consultant Deliverables: Application for amendment of permit with IDWR response*

*City Deliverables: IDWR application fee*

### **Other Assumptions**

- Owner shall furnish to Consultant all existing studies, reports, and other available data pertinent to the project, obtain or authorize Consultant to obtain or provide additional reports and data as required, and furnish to Consultant such services of others as may be necessary for the performance of Consultant's services.
- Owner shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, instructions, reports, data, and other information furnished by Owner to Consultant pursuant to this Agreement. Consultant may use such requirements, instructions, reports, data, and information in performing or furnishing services under this Agreement.
- Support services subsequent to filing the applications, if needed, will be provided as an additional service. These services may include additional research or documentation requested by IDWR, hydrogeological evaluations and modeling, attending water rights hearings, and supporting the City in addressing protests (if any).

## **Article II: Compensation**

The Consultant will be compensated a total fee of \$2,565 (two thousand five hundred and sixty five dollars) for Tasks 1 through 3.

## **Article III: Schedule**

Once Consultant has received authorization to proceed through a signed contract, Consultant shall promptly proceed with the work outlined in Article I. Consultant anticipates submitting applications for Tasks 1 through 3 to IDWR within 30 days of authorization.

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**CITY OF KUNA**  
**PO BOX 13 KUNA, ID 83643 \* 751 W. 4<sup>TH</sup> \* PH. 208.922.5546 \* FAX 208.922.5989 \***  
**JMARSH@KUNAIID.GOV**

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**TO:** MAYOR STEAR AND MEMBERS OF KUNA CITY COUNCIL  
**FROM:** John Marsh – Kuna City Treasurer  
**SUBJECT:** **ADA COUNTY PROSECUTOR’S BUDGET PROPOSAL FOR PROSECUTORIAL SERVICES**  
**DATE:** 6/14/2017

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SUMMARY DISCUSSION

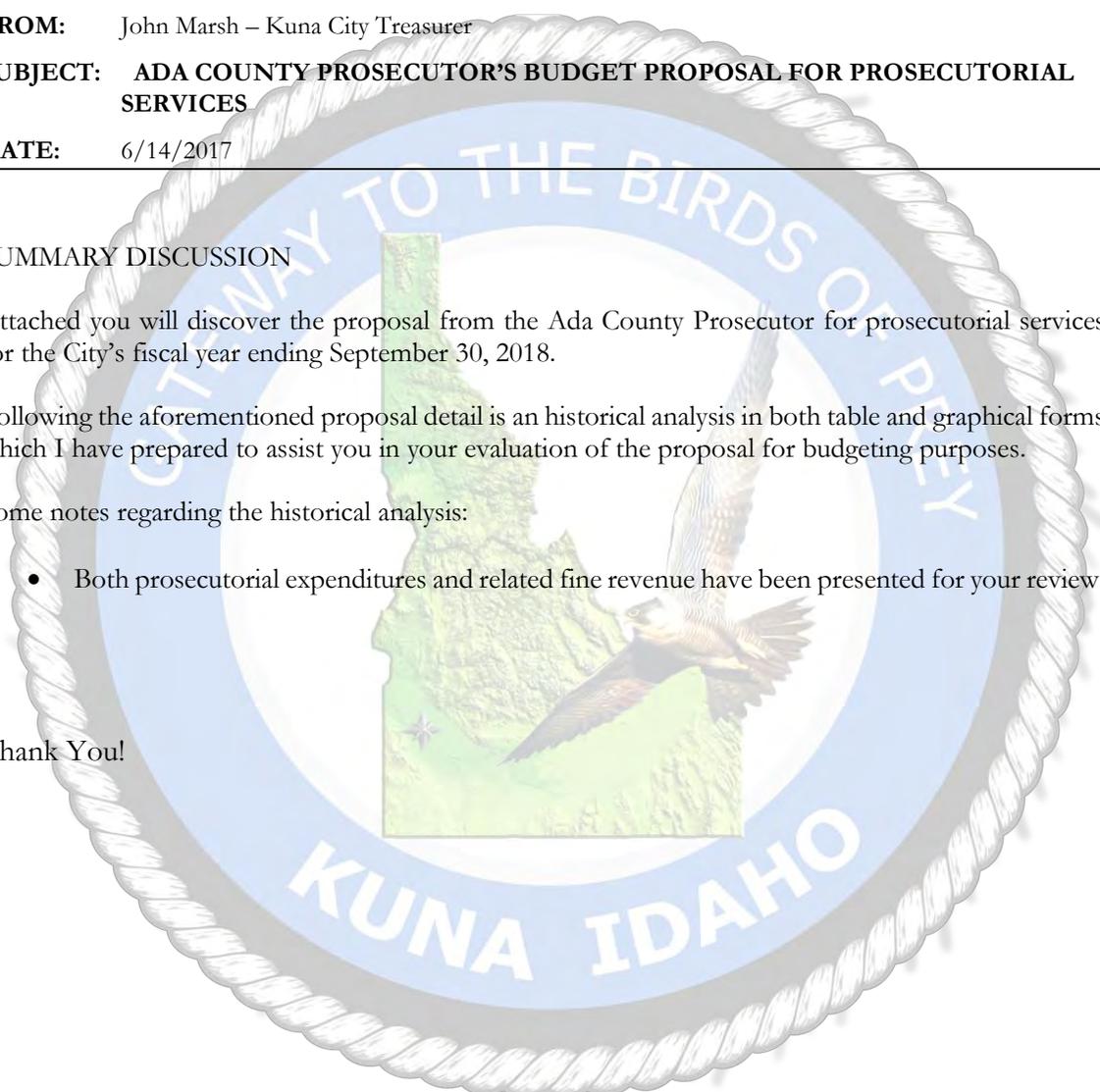
Attached you will discover the proposal from the Ada County Prosecutor for prosecutorial services for the City’s fiscal year ending September 30, 2018.

Following the aforementioned proposal detail is an historical analysis in both table and graphical forms which I have prepared to assist you in your evaluation of the proposal for budgeting purposes.

Some notes regarding the historical analysis:

- Both prosecutorial expenditures and related fine revenue have been presented for your review.

Thank You!





**ADA COUNTY PROSECUTING ATTORNEY  
JAN M. BENNETTS**

**Criminal Division**  
200 W. Front Street, Rm 3191  
Boise, Idaho 83702

**Civil Division**  
200 W. Front Street, Rm 3191  
Boise, Idaho 83702

**Juvenile Division**  
6300 Denton Street  
Boise, Idaho 83704

Phone (208) 287-7700  
Fax (208) 287-7709

Phone (208) 287-7700  
Fax (208) 287-7719

Phone (208) 577-4900  
Fax (208) 577-4909

June 8, 2017

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

**RE: Prosecution Services Funding Request for Fiscal Year 2018**

Dear Mayor and City Council Members:

This letter is intended to update you on the fiscal year 2018 cost of prosecution services as part of the Security Services Agreement between Kuna City and Ada County.

During the past fiscal year (2015-16), the magistrate division handled a total of 3439 cases. This number constitutes all misdemeanors and infractions where our office opened a file or appeared in court within that time period. This number does not reflect infraction or misdemeanor cases resolved without our involvement, cases that were submitted but prosecution was declined, probation violations, or contempt proceedings.

Of those 3439 cases, 246 of them came from Kuna, which amounts to about 7.1% of the total caseload in the Magistrate Division. The cost of prosecution services for the city of Kuna is determined by multiplying the percentage of the overall magistrate caseload by the salary and benefit cost of the attorney staff needed to maintain the division, which amounted to \$734,666.00 over the same fiscal year. Thus, **the cost to the city of Kuna for its prosecution services for Fiscal Year 2018 will be \$52,552.**

As always, we welcome your suggestions and inquiries into our office practices and policies that affect your community. I expect to attend the Kuna City Council Budget Planning meeting on the 20th of June, where I will be happy to answer any questions you might have. In the meantime and following the meeting, I can be reached directly at 287-7815. Thank you for your partnership in maintaining a safe and secure community.

Sincerely,

**JAN M. BENNETTS**  
Ada County Prosecuting Attorney

By: Tamera Kelly  
Supervising Attorney, Magistrate Division

KUNA CITY PROSECUTORIAL SERVICES BUDGET ANALYSIS FISCAL YEAR ENDING SEPTEMBER 30, 2018

KUNA CITY PROSECUTORIAL EXPENDITURES (VIA ADA COUNTY PROSECUTOR'S OFFICE) HISTORICAL BUDGET TRENDING ANALYSIS

COMPONENTS		Cumulative	FYE 2018	FYE 2017	FYE 2016	FYE 2015	FYE 2014	FYE 2013	FYE 2012
TOTAL			\$52,552	\$50,794	\$51,711	\$53,700	\$48,911	\$44,666	\$44,666
	6-Yr. Delta (change)	\$7,886	\$1,758	-\$917	-\$1,989	\$4,789	\$4,245	\$0	-
	Year over year trend	18%	3.5%	-2%	-4%	10%	10%	0%	-

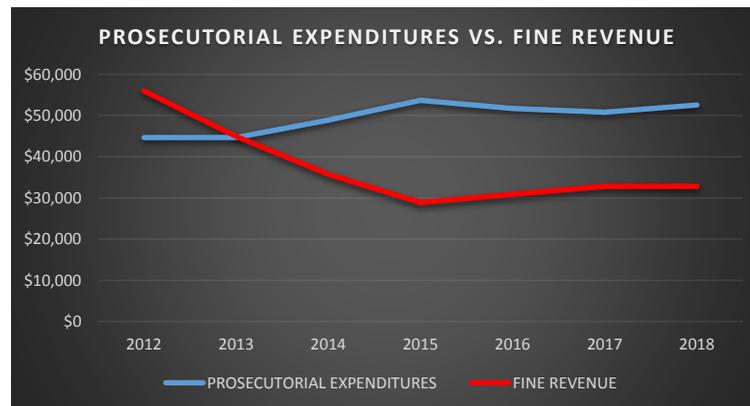
KUNA CITY FINE REVENUE (VIA ADA COUNTY PROSECUTOR'S OFFICE) HISTORICAL BUDGET TRENDING ANALYSIS

COMPONENTS		Cumulative	FYE 2018	FYE 2017*	FYE 2016	FYE 2015	FYE 2014	FYE 2013	FYE 2012
TOTAL			\$32,823	\$32,823	\$30,883	\$28,881	\$35,764	\$44,932	\$55,982
	6-Yr. Delta (change)	-\$23,159	\$0	\$1,940	\$2,002	-\$6,883	-\$9,168	-\$11,049	-
	Year over year trend	-41%	0.0%	6%	7%	-19%	-20%	-20%	-

\*FYE 2017 FORECAST BASED ON CURRENT TREND

\*FYE 2018 FORECAST BASED ON FYE 2017 FORECAST

GRAPHICAL DISPLAY: KUNA CITY PROSECUTORIAL SERVICES BUDGET (VIA ADA COUNTY PROSECUTOR'S OFFICE) COMPARED WITH FINE REVENUE: SIX-YEAR TREND



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**CITY OF KUNA**

**PO BOX 13 KUNA, ID 83643 \* 751 W. 4<sup>TH</sup> \* PH. 208.922.5546 \* FAX 208.922.5989 \*  
JMARSH@KUNAID.GOV**

---

**TO:** MAYOR STEAR AND MEMBERS OF KUNA CITY COUNCIL  
**FROM:** John Marsh – Kuna City Treasurer  
**SUBJECT:** ADA COUNTY SHERIFF'S BUDGET PROPOSAL FOR POLICING SERVICES  
**DATE:** 6/14/2017

---

**SUMMARY DISCUSSION**

Attached you will discover the proposal from the Ada County Sheriff for policing services for the City's fiscal year ending September 30, 2018.

Following the aforementioned proposal detail is an historical analysis in both table and graphical forms which I have prepared to assist you in your evaluation of the proposal for budgeting purposes.

Some notes regarding the historical analysis:

- No cost of living adjustment (COIA) was factored in for the FYE 2018 proposal.
- 3% Kuna City property tax levy increase was factored in as a temporary placeholder for the police budget/Kuna City property tax levy analysis.

Thank You!

<b>FY18 Kuna City Contract Cost Options - No COLA</b>				<b>POLICE CITY OF KUNA</b>		
<b>Consolidated Contract City Budget Summary</b>				<b>2018 Base No additions</b>	<b>Option 1 2 Dep + Car</b>	<b>Option 2 2 Dep + Car +.25 SRO</b>
<u>Personnel</u>				\$ 1,539,685.12	\$ 1,758,564.78	\$ 1,787,091.84
<u>Equipment / Uniforms</u>				\$ 42,294.00	\$ 48,800.77	\$ 49,614.12
<u>Operational</u>				38,754.00	38,754.00	38,754.00
<u>Vehicles</u>				\$ 115,693.76	\$ 132,095.69	\$ 132,095.69
<u>Support</u>	567	567	567	\$ 19,845.00	\$ 19,845.00	\$ 19,845.00
<b>Total Expenses</b>				<b>\$ 1,756,271.88</b>	<b>\$ 1,998,060.24</b>	<b>\$ 2,027,400.65</b>
Less Shared Services Credit				\$ 122,939.03	\$ 139,864.22	\$ 141,918.05
<b>New FY18 Contract Amount</b>				<b>\$ 1,633,332.85</b>	<b>\$ 1,858,196.02</b>	<b>\$ 1,885,482.60</b>
FY17 Contract				\$1,594,843.25	\$1,594,843.25	\$1,594,843.25
<b>Net change to contracts</b>				<b>\$ 38,489.60</b>	<b>\$ 263,352.77</b>	<b>\$ 290,639.35</b>

<b>Personnel Costs</b>							
<b>Position</b>	<b>Base</b>	<b>Opt 1</b>	<b>Opt 2</b>	<b>Cost/position</b>	<b>Base</b>	<b>Opt 1</b>	<b>Opt 2</b>
<u>Chief II</u>	1	1	1	\$ 148,794.48	\$ 148,794.48	\$ 148,794.48	\$ 148,794.48
<u>Chief I</u>	0	0	0	\$ 137,493.38	\$ -	\$ -	\$ -
<u>Sergeant</u>	2	2	2	\$ 135,281.83	\$ 270,563.66	\$ 270,563.66	\$ 270,563.66
<u>Detective</u>	2	2	2.25	\$ 114,108.23	\$ 228,216.46	\$ 228,216.46	\$ 256,743.52
<u>Deputy</u>	8	10	10	\$ 109,439.83	\$ 875,518.64	\$ 1,094,398.30	\$ 1,094,398.30
<u>Code Enforcement</u>	0	0	0	\$ 58,272.27	\$ -	\$ -	\$ -
<u>Clerk (FT)</u>	0	0	0	\$ 49,732.26	\$ -	\$ -	\$ -
<u>Clerk (PT)</u>	0.5	0.5	0.5	\$ 16,591.88	\$ 16,591.88	\$ 16,591.88	\$ 16,591.88
<b>Personnel Subtotal</b>	<b>13.5</b>	<b>15.5</b>	<b>15.75</b>		<b>\$ 1,539,685.12</b>	<b>\$ 1,758,564.78</b>	<b>\$ 1,787,091.84</b>

**Costs to add additional staff**

<b>Position/Item</b>	<b>Annual cost after credit</b>
Deputy	\$ 107,413
Sergeant	\$ 132,167
Detective	\$ 111,884
Code Enforcement	\$ 58,533
Unmarked Car	\$ 5,357
Marked Car	\$ 15,254

<b>FY18 Kuna City Contract Cost Options - 1% COLA</b>					<b>POLICE CITY OF KUNA</b>		
<b>Consolidated Contract City Budget Summary</b>					2018 Base No additions	Option 1 2 Dep + Car	Option 2 2 Dep + Car +.25 SRO
<u>Personnel</u>					\$ 1,553,054.94	\$ 1,773,804.00	\$ 1,802,576.40
<u>Equipment / Uniforms</u>					\$ 42,294.00	\$ 48,800.77	\$ 49,614.12
<u>Operational</u>					38,754.00	38,754.00	38,754.00
<u>Vehicles</u>					\$ 115,693.76	\$ 132,095.69	\$ 132,095.69
<u>Support</u>	567	567	567		\$ 19,845.00	\$ 19,845.00	\$ 19,845.00
<b>Total Expenses</b>					<b>\$ 1,769,641.70</b>	<b>\$ 2,013,299.46</b>	<b>\$ 2,042,885.21</b>
Less Shared Services Credit					\$ 123,874.92	\$ 140,930.96	\$ 143,001.96
<b>New FY18 Contract Amount</b>					<b>\$ 1,645,766.78</b>	<b>\$ 1,872,368.50</b>	<b>\$ 1,899,883.25</b>
FY17 Contract					\$1,594,843.25	\$1,594,843.25	\$1,594,843.25
<b>Net change to contracts</b>					<b>\$ 50,923.53</b>	<b>\$ 277,525.25</b>	<b>\$ 305,040.00</b>

<b>Personnel Costs</b>							
Position	Base	Opt 1	Opt 2	Cost/position	Base	Opt 1	Opt 2
<u>Chief II</u>	1	1	1	\$ 150,171.78	\$ 150,171.78	\$ 150,171.78	\$ 150,171.78
<u>Chief I</u>	0	0	0	\$ 138,757.68	\$ -	\$ -	\$ -
<u>Sergeant</u>	2	2	2	\$ 136,474.95	\$ 272,949.90	\$ 272,949.90	\$ 272,949.90
<u>Detective</u>	2	2	2.25	\$ 115,089.61	\$ 230,179.22	\$ 230,179.22	\$ 258,951.62
<u>Deputy</u>	8	10	10	\$ 110,374.53	\$ 882,996.24	\$ 1,103,745.30	\$ 1,103,745.30
<u>Code Enforcement</u>	0	0	0	\$ 58,743.14	\$ -	\$ -	\$ -
<u>Clerk (FT)</u>	0	0	0	\$ 50,118.95	\$ -	\$ -	\$ -
<u>Clerk (PT)</u>	0.5	0.5	0.5	\$ 16,757.80	\$ 16,757.80	\$ 16,757.80	\$ 16,757.80
<b>Personnel Subtotal</b>	<b>13.5</b>	<b>15.5</b>	<b>15.75</b>		<b>\$ 1,553,054.94</b>	<b>\$ 1,773,804.00</b>	<b>\$ 1,802,576.40</b>

**Costs to add additional staff**

Position/Item	Annual cost after credit
Deputy	\$ 107,413
Sergeant	\$ 132,167
Detective	\$ 111,884
Code Enforcement	\$ 58,533
Unmarked Car	\$ 5,357
Marked Car	\$ 15,254

FY18 Kuna City Contract Cost Options - 2% COLA									
Consolidated Contract City Budget Summary					2018 Base No additions	Option 1 2 Dep + Car	Option 2 2 Dep + Car +.25 SRO		
<u>Personnel</u>					\$ 1,566,424.77	\$ 1,789,043.23	\$ 1,818,060.98		
<u>Equipment / Uniforms</u>					\$ 42,294.00	\$ 48,800.77	\$ 49,614.12		
<u>Operational</u>					38,754.00	38,754.00	38,754.00		
<u>Vehicles</u>					\$ 115,693.76	\$ 132,095.69	\$ 132,095.69		
<u>Support</u>	567	567	567		\$ 19,845.00	\$ 19,845.00	\$ 19,845.00		
<b>Total Expenses</b>					<b>\$ 1,783,011.53</b>	<b>\$ 2,028,538.69</b>	<b>\$ 2,058,369.79</b>		
Less Shared Services Credit					\$ 124,810.81	\$ 141,997.71	\$ 144,085.88		
<b>New FY18 Contract Amount</b>					<b>\$ 1,658,200.73</b>	<b>\$ 1,886,540.98</b>	<b>\$ 1,914,283.90</b>		
FY17 Contract					\$1,594,843.25	\$1,594,843.25	\$1,594,843.25		
<b>Net change to contracts</b>					<b>\$ 63,357.47</b>	<b>\$ 291,697.73</b>	<b>\$ 319,440.65</b>		

Personnel Costs							
Position	Base	Opt 1	Opt 2	Cost/position	Base	Opt 1	Opt 2
<u>Chief II</u>	1	1	1	\$ 151,549.09	\$ 151,549.09	\$ 151,549.09	\$ 151,549.09
<u>Chief I</u>	0	0	0	\$ 140,021.97	\$ -	\$ -	\$ -
<u>Sergeant</u>	2	2	2	\$ 137,668.07	\$ 275,336.14	\$ 275,336.14	\$ 275,336.14
<u>Detective</u>	2	2	2.25	\$ 116,070.99	\$ 232,141.98	\$ 232,141.98	\$ 261,159.73
<u>Deputy</u>	8	10	10	\$ 111,309.23	\$ 890,473.84	\$ 1,113,092.30	\$ 1,113,092.30
<u>Code Enforcement</u>	0	0	0	\$ 59,214.00	\$ -	\$ -	\$ -
<u>Clerk (FT)</u>	0	0	0	\$ 50,505.63	\$ -	\$ -	\$ -
<u>Clerk (PT)</u>	0.5	0.5	0.5	\$ 16,923.72	\$ 16,923.72	\$ 16,923.72	\$ 16,923.72
<b>Personnel Subtotal</b>	<b>13.5</b>	<b>15.5</b>	<b>15.75</b>		<b>\$ 1,566,424.77</b>	<b>\$ 1,789,043.23</b>	<b>\$ 1,818,060.98</b>

**Costs to add additional staff**

Position/Item	Annual cost after credit
Deputy	\$ 107,413
Sergeant	\$ 132,167
Detective	\$ 111,884
Code Enforcement	\$ 58,533
Unmarked Car	\$ 5,357
Marked Car	\$ 15,254

FY18 Kuna City Contract Cost Options - 3% COLA				<b>POLICE</b> CITY OF KUNA		
Consolidated Contract City Budget Summary				2018 Base No additions	Option 1 2 Dep + Car	Option 2 2 Dep + Car +.25 SRO
<u>Personnel</u>				\$ 1,579,794.61	\$ 1,804,282.47	\$ 1,833,545.57
<u>Equipment / Uniforms</u>				\$ 42,294.00	\$ 48,800.77	\$ 49,614.12
<u>Operational</u>				38,754.00	38,754.00	38,754.00
<u>Vehicles</u>				\$ 115,693.76	\$ 132,095.69	\$ 132,095.69
<u>Support</u>	567	567	567	\$ 19,845.00	\$ 19,845.00	\$ 19,845.00
<b>Total Expenses</b>				<b>\$ 1,796,381.37</b>	<b>\$ 2,043,777.93</b>	<b>\$ 2,073,854.37</b>
Less Shared Services Credit				\$ 125,746.70	\$ 143,064.46	\$ 145,169.81
<b>New FY18 Contract Amount</b>				<b>\$ 1,670,634.68</b>	<b>\$ 1,900,713.48</b>	<b>\$ 1,928,684.57</b>
FY17 Contract				\$1,594,843.25	\$1,594,843.25	\$1,594,843.25
<b>Net change to contracts</b>				<b>\$ 75,791.43</b>	<b>\$ 305,870.23</b>	<b>\$ 333,841.32</b>

Personnel Costs							
Position	Base	Opt 1	Opt 2	Cost/position	Base	Opt 1	Opt 2
<u>Chief II</u>	1	1	1	\$ 152,926.39	\$ 152,926.39	\$ 152,926.39	\$ 152,926.39
<u>Chief I</u>	0	0	0	\$ 141,286.27	\$ -	\$ -	\$ -
<u>Sergeant</u>	2	2	2	\$ 138,861.19	\$ 277,722.38	\$ 277,722.38	\$ 277,722.38
<u>Detective</u>	2	2	2.25	\$ 117,052.38	\$ 234,104.76	\$ 234,104.76	\$ 263,367.86
<u>Deputy</u>	8	10	10	\$ 112,243.93	\$ 897,951.44	\$ 1,122,439.30	\$ 1,122,439.30
<u>Code Enforcement</u>	0	0	0	\$ 59,684.86	\$ -	\$ -	\$ -
<u>Clerk (FT)</u>	0	0	0	\$ 50,892.31	\$ -	\$ -	\$ -
<u>Clerk (PT)</u>	0.5	0.5	0.5	\$ 17,089.64	\$ 17,089.64	\$ 17,089.64	\$ 17,089.64
<b>Personnel Subtotal</b>	<b>13.5</b>	<b>15.5</b>	<b>15.75</b>		<b>\$ 1,579,794.61</b>	<b>\$ 1,804,282.47</b>	<b>\$ 1,833,545.57</b>

**Costs to add additional staff**

Position/Item	Annual cost after credit
Deputy	\$ 107,413
Sergeant	\$ 132,167
Detective	\$ 111,884
Code Enforcement	\$ 58,533
Unmarked Car	\$ 5,357
Marked Car	\$ 15,254

FY18 Kuna City Contract Cost Options - 4% COLA				<b>POLICE</b> CITY OF KUNA		
Consolidated Contract City Budget Summary				2018 Base	Option 1	Option 2
				No additions	2 Dep + Car	2 Dep + Car +.25 SRO
<u>Personnel</u>				\$ 1,593,164.43	\$ 1,819,521.69	\$ 1,849,030.13
<u>Equipment / Uniforms</u>				\$ 42,294.00	\$ 48,800.77	\$ 49,614.12
<u>Operational</u>				38,754.00	38,754.00	38,754.00
<u>Vehicles</u>				\$ 115,693.76	\$ 132,095.69	\$ 132,095.69
<u>Support</u>	567	567	567	\$ 19,845.00	\$ 19,845.00	\$ 19,845.00
<b>Total Expenses</b>				<b>\$ 1,809,751.19</b>	<b>\$ 2,059,017.15</b>	<b>\$ 2,089,338.94</b>
Less Shared Services Credit				\$ 126,682.58	\$ 144,131.20	\$ 146,253.73
<b>New FY18 Contract Amount</b>				<b>\$ 1,683,068.61</b>	<b>\$ 1,914,885.95</b>	<b>\$ 1,943,085.21</b>
FY17 Contract				\$1,594,843.25	\$1,594,843.25	\$1,594,843.25
<b>Net change to contracts</b>				<b>\$ 88,225.36</b>	<b>\$ 320,042.70</b>	<b>\$ 348,241.96</b>

Personnel Costs							
Position	Base	Opt 1	Opt 2	Cost/position	Base	Opt 1	Opt 2
<u>Chief II</u>	1	1	1	\$ 154,303.70	\$ 154,303.70	\$ 154,303.70	\$ 154,303.70
<u>Chief I</u>	0	0	0	\$ 142,550.56	\$ -	\$ -	\$ -
<u>Sergeant</u>	2	2	2	\$ 140,054.31	\$ 280,108.62	\$ 280,108.62	\$ 280,108.62
<u>Detective</u>	2	2	2.25	\$ 118,033.76	\$ 236,067.52	\$ 236,067.52	\$ 265,575.96
<u>Deputy</u>	8	10	10	\$ 113,178.63	\$ 905,429.04	\$ 1,131,786.30	\$ 1,131,786.30
<u>Code Enforcement</u>	0	0	0	\$ 60,155.73	\$ -	\$ -	\$ -
<u>Clerk (FT)</u>	0	0	0	\$ 51,279.00	\$ -	\$ -	\$ -
<u>Clerk (PT)</u>	0.5	0.5	0.5	\$ 17,255.55	\$ 17,255.55	\$ 17,255.55	\$ 17,255.55
<b>Personnel Subtotal</b>	<b>13.5</b>	<b>15.5</b>	<b>15.75</b>		<b>\$ 1,593,164.43</b>	<b>\$ 1,819,521.69</b>	<b>\$ 1,849,030.13</b>

**Costs to add additional staff**

Position/Item	Annual cost after credit
Deputy	\$ 107,413
Sergeant	\$ 132,167
Detective	\$ 111,884
Code Enforcement	\$ 58,533
Unmarked Car	\$ 5,357
Marked Car	\$ 15,254

KUNA CITY LAW ENFORCEMENT SERVICES BUDGET ANALYSIS FISCAL YEAR ENDING SEPTEMBER 30, 2018

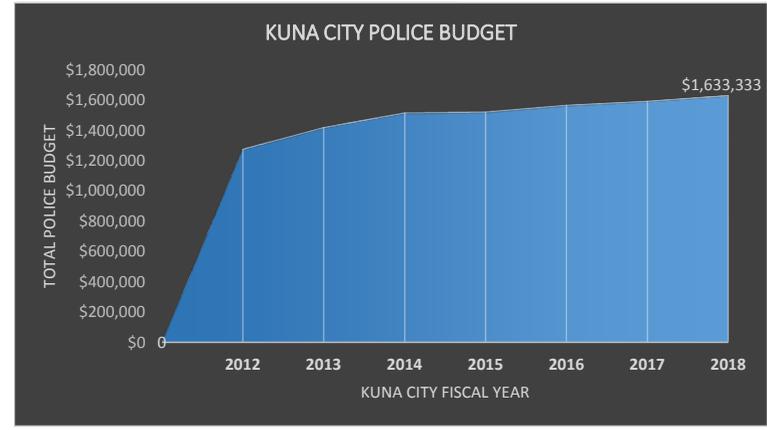
KUNA CITY POLICE (VIA ADA COUNTY SHERIFF'S OFFICE) HISTORICAL BUDGET TRENDING ANALYSIS

COMPONENTS	Cumulative	FYE 2018			FYE 2017	FYE 2016	FYE 2015	FYE 2014	FYE 2013	FYE 2012
		Base	Option 1	Option 2						
<i>Personnel</i>		\$1,539,685	\$1,758,565	\$1,787,092	\$1,534,779	\$1,485,661	\$1,444,017	\$1,444,017	\$1,394,241	\$1,244,942
6-Yr. Delta (change)	\$294,743	\$4,906	\$223,786	\$252,313	\$49,118	\$41,644	\$0	\$49,776	\$149,299	-
Year over year trend	24%	0.3%	14.6%	16.4%	3%	3%	0%	4%	12%	-
<i>Vehicles</i>		\$115,694	\$132,096	\$132,096	\$98,414	\$108,204	\$136,551	\$119,095	\$93,202	\$107,292
6-Yr. Delta (change)	\$8,402	\$17,280	\$33,682	\$33,682	-\$9,790	-\$28,347	\$17,456	\$25,893	-\$14,090	-
Year over year trend	8%	17.6%	34.2%	34.2%	-9%	-21%	15%	28%	-13%	-
<i>Operating Expenses</i>		\$38,754	\$38,754	\$38,754	\$36,339	\$35,710	\$36,162	\$30,804	\$30,228	\$30,296
6-Yr. Delta (change)	\$8,458	\$2,415	\$2,415	\$2,415	\$629	-\$452	\$5,358	\$576	-\$68	-
Year over year trend	28%	6.6%	6.6%	6.6%	2%	-1%	17%	2%	0%	-
<i>Equipment</i>		\$42,294	\$48,801	\$49,614	\$38,208	\$38,208	\$22,477	\$22,477	\$22,477	\$22,477
6-Yr. Delta (change)	\$19,817	\$4,086	\$10,593	\$11,406	\$0	\$15,731	\$0	\$0	\$0	-
Year over year trend	88%	10.7%	27.7%	29.9%	0%	70%	0%	0%	0%	-
<i>Support Services</i>		\$19,845	\$19,845	\$19,845	\$19,180	\$18,270	\$16,695	\$19,530	\$15,750	\$18,200
6-Yr. Delta (change)	\$1,645	\$665	\$665	\$665	\$910	\$1,575	-\$2,835	\$3,780	-\$2,450	-
Year over year trend	9%	3.5%	3.5%	3.5%	5%	9%	-15%	24%	-13%	-
<i>Shared Services Credit<sup>1</sup></i>		(\$122,939)	(\$139,864)	(\$141,918)	(\$132,077)	(\$116,149)	(\$130,754)	(\$116,969)	(\$134,571)	(\$144,857)
6-Yr. Delta (change)	\$21,918	\$9,138	-\$7,787	-\$9,841	-\$15,928	\$14,605	-\$13,785	\$17,602	\$10,286	-
Year over year trend	-15%	-7%	6%	7%	14%	-11%	12%	-13%	-7%	-
<i>Total Budget</i>		\$1,633,333	\$1,858,196	\$1,885,483	\$1,594,843	\$1,569,904	\$1,525,148	\$1,518,954	\$1,421,327	\$1,278,350
6-Yr. Delta (change)	\$354,983	\$38,490	\$263,353	\$315,579	\$24,939	\$44,756	\$6,194	\$97,627	\$142,977	-
Year over year trend	28%	2.4%	16.5%	20.1%	2%	3%	0%	7%	11%	-

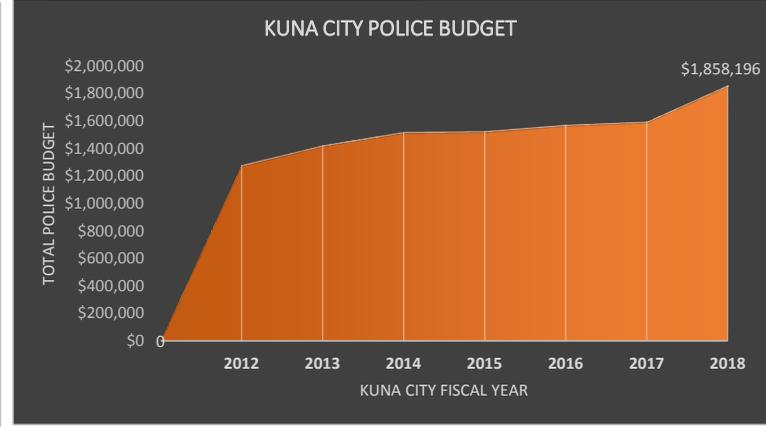
NOTE: VALUES ABOVE ASSUME NO COST OF LIVING ADJUSTMENT (COLA)

GRAPHICAL DISPLAY: TOTAL KUNA CITY POLICE BUDGET (VIA ADA COUNTY SHERIFF'S OFFICE) SIX-YEAR TREND

2018 @ ADA COUNTY BASE OPTION PROPOSAL



2018 @ ADA COUNTY OPTION 1 PROPOSAL



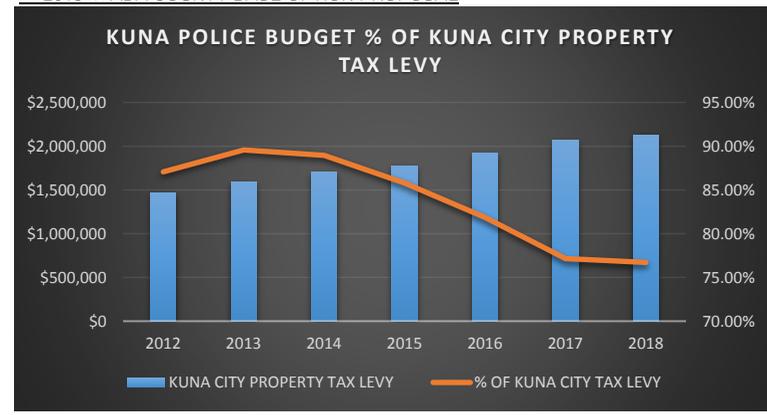
2018 @ ADA COUNTY OPTION 2 PROPOSAL



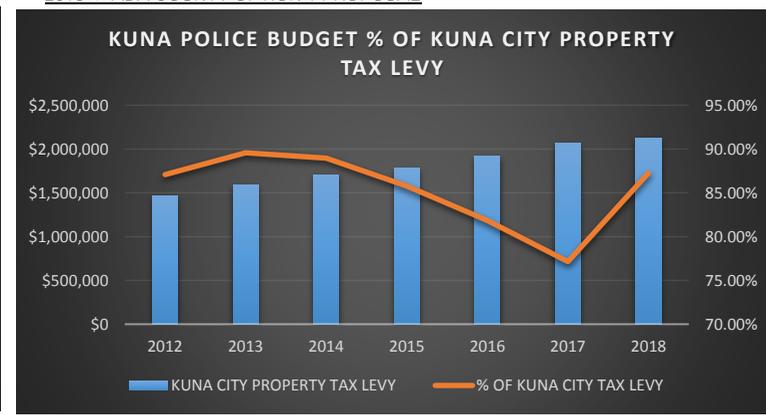
NOTE: VALUES ABOVE ASSUME NO COST OF LIVING ADJUSTMENT (COLA)

GRAPHICAL DISPLAY: TOTAL KUNA CITY POLICE BUDGET (VIA ADA COUNTY SHERIFF'S OFFICE) AS A % OF THE KUNA CITY PROPERTY TAX LEVY BY YEAR: SIX-YEAR TREND

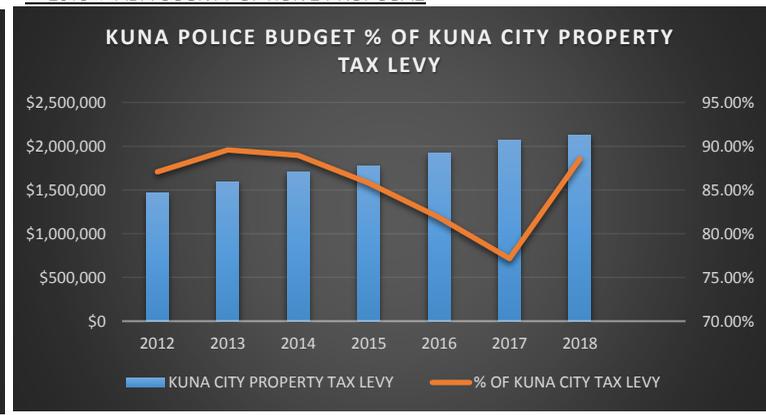
2018 @ ADA COUNTY BASE OPTION PROPOSAL



2018 @ ADA COUNTY OPTION 1 PROPOSAL



2018 @ ADA COUNTY OPTION 2 PROPOSAL



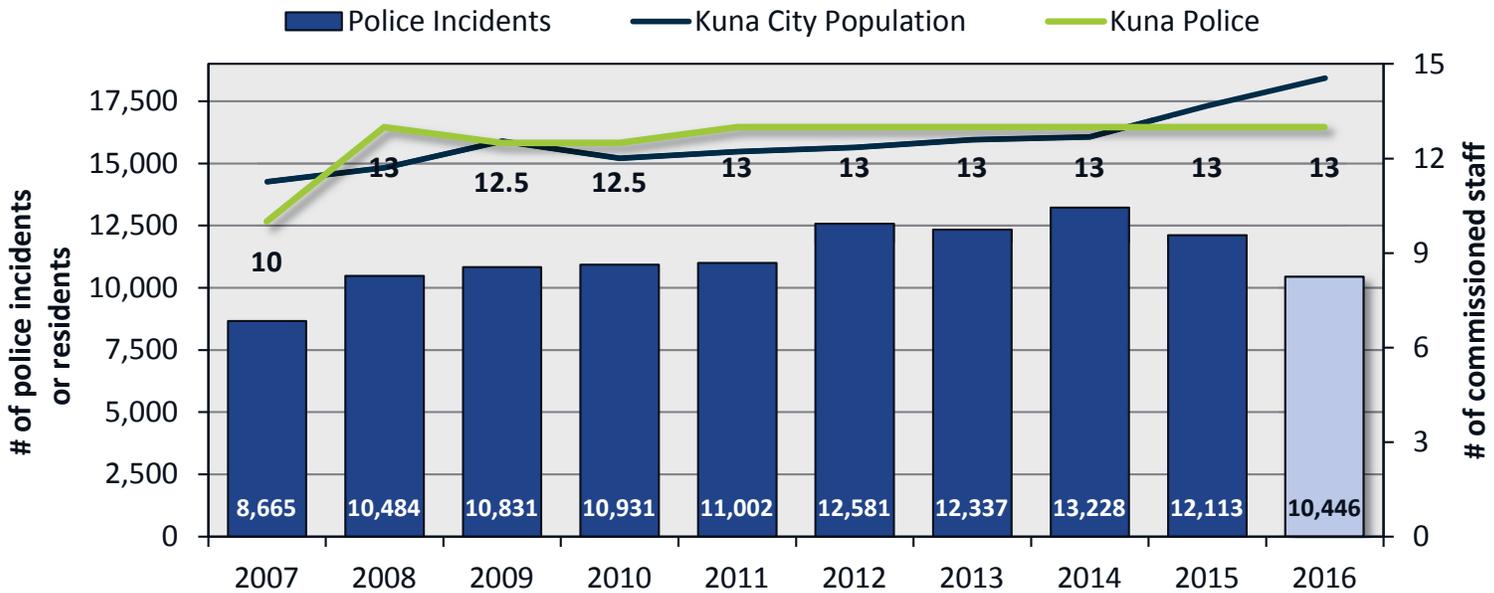
NOTE: VALUES ABOVE ASSUME NO COST OF LIVING ADJUSTMENT (COLA); 2018 PROPERTY TAXES ARE ASSUMED TO INCREASE 3% FOR THIS ANALYSIS

**2016**  
Citizen CFS per officer  
 Kuna City Police = 284  
 City of Eagle Police = 298  
 City of Star Police = 306

**2016**  
Annual Police Cost  
 Kuna City = \$85/resident  
 Treasure Valley<sup>§</sup> average \$228  
Officers per 1000  
 Kuna City = 0.7 vs. Idaho = 1.6

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
<b>Police Budget (FY)</b>	\$889,825	\$1,283,231	\$1,279,304	\$1,239,986	\$1,248,552	\$1,278,332	\$1,421,309	\$1,518,955	\$1,525,148	\$1,569,904
<b>Population<sup>†</sup></b>	14,261	14,830	15,900	15,210	15,470	15,650	15,960	16,070	17,320	18,430
<b>Cost/resident/yr</b>	\$62	\$87	\$80	\$82	\$81	\$82	\$89	\$95	\$88	\$85
<b># commissioned<sup>‡</sup></b>	10	13	12.5	12.5	13	13	13	13	13	13
<b>Officers per 1000</b>	0.7	0.9	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.7

## Kuna City Population, Police Activity and Commissioned Staff



\*Calculated using the number of sworn employees reported in *Crime in Idaho 2015* at

<http://www.isp.idaho.gov/BCI/ucr/crimeinidaho2015.html>

<sup>§</sup> Includes Boise, Garden City, Nampa, Caldwell and Meridian

<sup>†</sup> <http://www.compassidaho.org/documents/prodserve/demo/2017PopulationEstimateOfficial.pdf>

<sup>‡</sup>Based on April organizational chart



**RESOLUTION NO. R43-2017  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS.**

WHEREAS, Idaho Code §50-907 requires that the City Council authorize the destruction of records that are not required to be retained as permanent records and that have met the minimum retention period provided by the City’s record retention schedule and are no longer required by law or for city business; and,

WHEREAS, the City Clerk has identified certain records for destruction that have exceeded their minimum retention; and,

WHEREAS, approval for the destruction of the below listed records has been obtained from the Idaho State Historical Society, when required, and the City Attorney, as provided by Idaho Code §50-907.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the below listed records shall be destroyed under the direction and supervision of the City Clerk.

**RECORDS TO BE DESTROYED**

**Payroll Administration Reports**

01.1995-12.1995,07.2000-12.2000,01.2001-06.2001

Temporary: Keep 3 years after fiscal year end

**Authority**

Idaho Code 50-907(2)(a)

**Utility Assessment Records**

11.2007-12.2007,01.2008

Semi-permanent: Keep 5 years after fiscal year end

Idaho Code §50-907(2)(a)

**Utility Billing/ Payment Stubs**

05.1996-10.1997,02.1998-12.2000,02.2001,07.2001-08.2001

Semi-permanent: Keep 5 years after fiscal year end

Idaho Code §50-907(2)(a)

**Utility Meter Books**

05.1991-12.1994,10.1995-08.1996,10.1996-09.1998

Semi-permanent: Keep 5 years after fiscal year end

Idaho Code §50-907(2)(a)

**Accounts Payable**

08.1995-09.2001,02.2002,04.2002,07.2002,10.2002-12.2002,02.2003,07.2003,09.2003,11.2003-06.2004,09.2004-01.2005,03.2005-04.2005,06.2005-08.2005,04.2006,07.2006,09.2006-12.2009

Semi-permanent: Keep 5 years after fiscal year end

Idaho Code §50-907(2)(a)

**Accounts Receivable**

10.1997-12.1999,04.2001-12.2001,02.2002-12.2002,01.2003-12.2004

Semi-permanent: Keep 5 years after fiscal year end

Idaho Code §50-907(2)(a)

**Bank Transaction Records**

Idaho Code §50-907(2)(a)

11.1995-09.1996,10.1999-09.2001,10.2002-09.2003,12.2003-08.2004,10.2004-11.2007,11.2010-12.2011

Semi-permanent: Keep 5 years after fiscal year end

**Parking & Traffic Warnings & Citations**

Idaho Code §50-907(2)(e)

Blank citation forms

Temporary: Keep citation records three years

**Purchase Orders & Requisitions**

Idaho Code §50-907(2)(a)

03.1997-02.2002

Semi-permanent: Keep 5 years after fiscal year end

**Employee Time Records**

Idaho Code §45-610

03.1999-12.2000

Semi-permanent: Keep all other records 5 years after fiscal year end

The administrative staff of the City is authorized to take all necessary steps to carry out the authorization provided by this Resolution.

**PASSED BY THE CITY COUNCIL** of Kuna, Idaho this 20<sup>th</sup> day of June, 2017.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 20<sup>th</sup> day of June, 2017

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

ATTEST:

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

**RESOLUTION NO. R44-2017  
CITY OF KUNA, IDAHO**

**CITY PARKS AND CITY PUBLIC PROPERTY FEES- AMENDING FEE SCHEDULE**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING RESOLUTION NO. R21-2017 TO ADD A NEW SECTION TO THE KUNA CITY HALL PARKING LOT, RE-DESIGNATE THE SECTIONS- NORTH, CENTER AND SOUTH, AND PROVIDE AN EFFECTIVE DATE.**

WHEREAS, Kuna City Code Title 7, Chapter 3, Paragraph 4, provides the City Council with the authority to establish user fees for the rental of its city parks and city public property.

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

Section 1: The Kuna City Council hereby adds a section to the Kuna City Hall Parking Lot, and re-designates the sections- north section, center section and south section, for Rental of the Kuna City Hall Parking Lot, as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2: This resolution shall take effect and be in force from and after its passage, approval, and publication.

**PASSED BY THE COUNCIL** of Kuna this 20<sup>th</sup> day of June, 2017.

**APPROVED BY THE MAYOR** of Kuna this 20<sup>th</sup> day of June, 2017.

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

ATTEST:

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

**EXHIBIT A TO RESOLUTION R44-2017  
CITY OF KUNA  
Fees for Rental of City Parks, Public Property and After Hours Permits  
EFFECTIVE June 20, 2017**

Note: Rental Fees are per day (0-24 hours as per rental agreement) or per hour. Rental area is depicted on Rental Agreement. Special Events may have additional charges or higher fees. Rentals are first come, first serve.

<u>Facility</u>	<u>Fee</u>
Bernie Fisher Band shell (per day)	\$10.00 up to 15 people \$25.00 up to 35 people \$50.00 up to 100 people \$100.00 over 100 people
Gazebo (per day)	\$10.00 up to 15 people \$25.00 up to 35 people \$50.00 up to 100 people
Rental for extra Picnic tables at all parks other than Bernie Fisher Park (per day)	\$25.00 for each set of 10 tables
After Hours Park Permit (per day) (any use of park after dark)	\$10.00 up to 15 people \$25.00 up to 35 people \$50.00 up to 100 people \$100.00 over 100 people
Electricity at Bernie Fisher Park or Greenbelt	\$10.00 per day
Disc Golf Course:	
Exclusive use of the disc golf course	\$200.00 per event or tournament
Non-exclusive use of the disc golf course	\$50.00 per event or tournament
Non-exclusive use for league play	\$20.00 per day
Volley Ball Court:	
Exclusive use	\$10.00 per hour
Horseshoe Pit:	
Exclusive use	\$10.00 per hour

Covered tables at parks, other than Bernie Fisher Exclusive use (per table)	\$5.00 per hour
Senior Center Additional hour or fraction thereafter	\$75.00 first two hours \$25.00 each additional hour
Facility Cleaning Fee (if facility is not cleaned after use)	\$75.00 per hour
City Hall Parking Lot (dawn to dusk) (North Section/ <u>Center Section</u> /South Section) <u>(As per the attached map)</u>	\$50.00 per day/ <u>one</u> section <u>\$100.00 per day/two sections</u> <u>\$150.00 per day/all sections</u>





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

ANTONIO M CONTI  
CITY ENGINEER

Telephone (208) 639-5343; Fax (208) 287-1731  
Email: [aconti@kunaid.gov](mailto:aconti@kunaid.gov)

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## MEMORANDUM

TO: Mayor Stear and Members of City Council

FROM: Antonio M Conti  
Kuna City Engineer

RE: Kuna Public Works Projects  
Orchard Lift Station Project - 2018  
Project Design - Consultant

DATE: June 14, 2017

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**REQUEST: Approve Resolution for Keller Associates Agreement**

The City of Kuna sanitary sewer system is being taxed by the exceptional development growth we are seeing. The existing Orchard lift station was built in 1985 and other than being at capacity, it has reached the end of its useful life. In the past few years, the City has diligently worked to secure the necessary easement to move this project forward. We have reached the point where it is recommended to replace the lift station. The alternative would be to have a moratorium on construction in the lifts station watershed.

The project is budgeted for construction in the 2017/18 fiscal year with an estimated cost of \$2,000,000. The city had budgeted \$500,000 in the 2016/2017 fiscal year for the design and portion of the work to be completed this year.

Due to the complexity of the project, the City of Kuna requested qualifications from consultants that have demonstrated in the past the ability and willingness to work with the City of Kuna. From the 4 firms that submitted, Keller Associates was determined to be the best qualified for the above referenced project.

The work includes preparing and submitting plans, specifications and contract documents in preparation for bidding and construction. Keller Associates has provided a Professional Services Agreement and an estimate of costs in the amount of **\$240,200.00** for the Scope of Work. In selecting a consultant, the Idaho State Code does not allow selection on the basis of the cost of consultant services. The City will continue to make consultant selection as required in state code, but will evaluate costs to make sure expenditures are appropriately controlled.

The City Engineer requests the attached Professional Services Agreement, Scope of Work and Estimate of Costs is approved and the services of Keller Associates are secured for the work. A resolution is attached, which if approved, the Mayor, Clerk and City Engineer are authorized to execute the requisite documents.

The FY2016-17 budget reserves \$500,000 for this project.

**RESOLUTION NO. R45-2017  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AWARDDING CONTRACT FOR DESIGN AND CONSTRUCTION ADMINISTRATION OF THE ORCHARD LIFT STATION REPLACEMENT PROJECT TO KELLER ASSOCIATES, INC. IN THE AMOUNT OF \$240,200.00; DIRECTING EXPENDITURE OF FUNDS FROM THE SANITARY SEWER FUNDS FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID PROPOSER.**

**WHEREAS**, City of Kuna, Idaho has budgeted funds in the amount of \$500,000 in Fiscal Year 2016/2017 for the Orchard Lift Station Project; and

**WHEREAS**, City of Kuna, Idaho has assembled a registry of qualified consultants for design of sanitary sewer projects; and

**WHEREAS**, Keller Associates, Inc was determined to be the best qualified consultant to design the Orchard Lift Station Replacement Project:

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho, that the Mayor, City Engineer and City Clerk of said city are hereby authorized to execute that certain agreement titled "Professional Services Agreement", by and between said city and Keller Associates, Inc., which Agreement is for consulting services related to designing a sanitary sewer lift station with associated appurtenances and preparing contract documents for constructing the same, which agreement and associated scope of work is estimated to cost two hundred forty thousand two hundred dollars and no cents (\$240,200.00) and which Agreement is attached hereto, and made a part hereof, as if set forth in full.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 20<sup>th</sup> day of June, 2017.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 20<sup>th</sup> day of June, 2017.

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

ATTEST:

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

### AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement effective as of \_\_\_\_\_ ("Effective Date") between the **City of Kuna, Idaho** ("Owner") and **Keller Associates, Inc.** ("Consultant").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: **Orchard Regional Lift Station Project (2017)** ("Project").

The Owner and the Consultant agree to the following Project scope, schedule, and compensation:

**SCOPE:** Consultant's services under this Agreement are generally identified as follows: See Attachment A.

**SCHEDULE:** The Agreement shall commence on the above written date. Consultant shall complete Tasks 1-4 within 130 days of receiving notice to proceed from the Owner.

**COMPENSATION:**

*Basic Services.* As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum fee of \$182,400 (One Hundred Eighty Two Thousand Four Hundred dollars) for Tasks 1-5 as described in Attachment A. Owner will pay Consultant on a time and materials basis for Tasks 6-7 in accordance with the billing rates included as Exhibit I with an estimated budget of \$57,800 (Fifty Seven Thousand Eight Hundred dollars).

*Additional Services.* Compensation for performing Additional Services will be pursuant to a mutually agreed upon Addendum to this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written. Owner further acknowledges that it has reviewed and accepted the attached Standard Terms and Conditions.

**OWNER:** City of Kuna, Idaho

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 751 W. 4<sup>th</sup> Street  
Kuna, Idaho 83634

Date: \_\_\_\_\_

**CONSULTANT:** Keller Associates, Inc.

Signature: Rod J. Linja

Name: Rod J. Linja

Title: President

Address: 131 S.W. 5<sup>th</sup> Avenue, Suite A  
Meridian, ID 83642

Date: 6/14/2017

**STANDARD TERMS AND CONDITIONS:**

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 30 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

**Interest.** If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

**Suspension.** If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, acts of God, or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.
6. **TERMINATION** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY** – Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages.
9. **OPINIONS OF COST** – Consultant's opinions of probable cost represent Consultant's judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner's and other contractor's methods of determining prices, or over competitive

bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.

10. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over Contractor’s work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor’s failure to furnish and perform its work in accordance with the Contract Documents.

#### 11. MISCELLANEOUS

**Right of Entry:** Unless otherwise noted in the scope of work, the Owner shall provide for Consultant’s right to enter the property owned by the Owner and others in order to fulfill the services to be performed hereunder.

**Dispute Resolution:** Owner or its Contractor agree to notify Consultant of any claims against the Consultant within 10 days of discovery of any allegations, errors or omissions. Should a dispute arise, Owner and Consultant agree to negotiate disputes between them in good faith for a period of 30 calendar days from the date the dispute is raised in writing by either the Owner or Consultant. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. Fees and expenses for mediation shall be split equally between the parties. The Owner and Consultant agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede litigation. This Agreement shall be governed by the laws of the State where the Project is located.

**Hazardous Environmental Conditions:** The scope of Consultant’s services does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations. Consultant is not required to become an arranger, operator, generator, or transporter of hazardous substances, and shall have no responsibility for the discovery, handling, removal, disposal or exposure of persons to hazardous substances of any form.

**Consultant Reliance:** Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Owner, Owner’s consultants and contractors, and information from public records, without the need for independent verification.

**Certifications:** Consultant shall not be required to sign any documents that result in Consultant having to certify, warrant, or guarantee the existence of conditions whose existence Consultant cannot ascertain within its services for the Project.

**Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant. Consultant’s services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have any claim against Consultant because of this Agreement or Consultant’s performance of services hereunder.

**Severability & Waiver:** In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provisions will be stricken, and those remaining Contract Provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of such term, covenant or right.

**Joint Drafting:** The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.



## ATTACHMENT A - SCOPE OF SERVICES

### Scope of Work

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Date: May 22, 2017

Project Number: 17091

Project Name: Orchard Regional Lift Station Project (2017)

Consultant Company Address: Keller Associates, 131 SW 5<sup>th</sup> Ave, Ste A, Meridian, ID 83642

Consultant Project Manager/Contact Information: Justin Walker, PE (208.288.1992; 208.859.2932)

### PROJECT DESCRIPTION

The City of Kuna (Owner) intends to construct a new regional lift station and associated pressure and gravity sewer mains to replace the existing Orchard lift station. The key objectives of the project include:

- Replace an aging lift station located in the middle of a roadway that is challenging to operate and maintain.
- Create a regional lift station that will provide sewer service for existing properties in the vicinity and future development to the east.
- Redirect wastewater flows from the Ten Mile lift station sewer shed directly to existing pressure mains that discharge to the South Lagoon Wastewater Treatment Plant (WWTP).

The project area is illustrated in the figure. The project elements are summarized with correlation to the numbers on the figure.

1. Current Orchard lift station site to be rehabilitated and converted into a pass-through manhole with channels to improve flow conditions through manhole.
2. Current lift station pressure main discharge point which is anticipated not to be used in future configuration.
3. New regional lift station site with wet well that is approximately 18-feet deep (easement already secured by Owner).
4. New discharge point for pressure main from regional lift station into existing 12 or 14-inch parallel pressure main.
5. New single or parallel pressure main for new regional lift station (easement for pipeline alignment already secured by Owner).
6. New gravity sewer interceptor main stub to the south for future extension (easement for pipeline alignment already secured by Owner).
7. New gravity sewer main extended north to displace existing Orchard lift station and existing interceptor sewer mains from east (easement for pipeline alignment already secured by Owner).
8. Either relay existing sewer main (that currently flows to west) so it flows to east or construct parallel sewer main to carry flow from existing lift station to new lift station site, whichever is more cost-effective.



The project will include lift station siting, field topographic survey, rock profiling (by Owner), preliminary and final design, preparation of specifications, permitting and agency coordination, and bidding and construction support. The Owner desires to evaluate facility operation at initial construction, build-out of service area, and one intermediate flow condition. Lift station facilities are anticipated to include wet well configuration with submersible pumps, electrical and control wood frame building, odor control, standby power generator with automatic transfer switch, three-phase power, valve and meter vault, screening equipment, fencing, lighting, landscaping, all weather access road, surface treatment, SCADA accommodations, and HVAC improvements. The project will be designed and constructed with local funds. Consultant services are more particularly described in the following sections.

**CONSULTANT SERVICES**

**Task 1 – Project Management**

Project management includes general project administration services including contract administration, monthly invoicing, regular progress reports, maintaining project schedule, and internal project administration. Deliverables include regular progress reports and invoices.

**Kickoff meeting:** Schedule a project kick-off meeting to discuss key design concepts, project goals and objectives, and project constraints.

1.1. **Deliverables:** Regular progress reports, invoices, and progress meeting agendas and minutes

## **Task 2 – Field Exploration and Surveying Services**

The Consultant will provide the following services:

- 2.1. **Rock Profile:** Owner will contract directly with a contractor to gather rock profiling information. Information will be provided to Consultant in shapefile or point file format compatible with survey datum. Consultant will coordinate with Owner regarding timing and data format of the rock profile findings. For budgeting purposes, four hours of Consultant coordination have been assumed for this task. Owner will provide traffic control if needed.
- 2.2. **Potholing Support:** Consultant will identify recommended locations for potholing. Consultant will evaluate information furnished by City personnel from potholing activities and incorporate findings into topographic survey. It is assumed that potholing will be performed in conjunction with utility locates to improve utility locating and responsiveness. Owner will furnish equipment and personnel to complete potholing, including traffic control if needed.

City will complete a pothole down to a minimum of 7-foot depth at proposed site of electrical and control building, if desired. Consultant will observe soil conditions encountered during potholing. For budgeting purposes, six hours of observation has been assumed. No other geotechnical investigation and services will be provided.

- 2.3. **Topographic Survey Services:** Consultant will use subconsultant to complete topographic survey on the lift station site and along the proposed pipeline alignments. Topographic survey will include staking (every 50 feet) the 100-year base floodplain boundary and elevation along Indian Creek within the lift station easement. Owner will provide ongoing floodplain boundary study documentation and base flood elevation.

Consultant will research record documents in Ada County to assess existing right-of-way widths and utility easements, and for use in the Monument Preservation of existing monuments (pursuant to Idaho Code 55-1613 and 54-1234) to be referenced on the construction plans. Consultant will utilize the Ada County GIS mapping to approximately place property lines and adjoining public rights-of-ways. Vertical control will be based on 1988 NADV datum elevation.

Surveying scope and budget assumes Owner will call-in utility locates for all segments in "Project Description". Except where potholing is completed, utilities depicted on the plans as a result of this task will not be verified and must be field-verified, located, and protected by the Contractor during construction.

- 2.4. **Deliverables:** Consultant will provide the following deliverables as part of completion of this task.
  - 2.4.1. Topographic survey of project area consistent with NAVD 88 (vertical) and NAV 83 (horizontal) datums that incorporates rock profile furnished by Owner, base floodplain boundary within lift station easement, and potholing findings.

**Task 3 – Preliminary Design**

The Consultant will provide the following services:

**3.1. 30% Design:** Consultant to complete the following tasks as part of a 30% design effort:

- 3.1.1. Establish plan view corridor of gravity and pressure sewer mains. Owner will establish depth of lift station sewer trunk main.
- 3.1.2. Use sewer flow (existing and design criteria) information furnished by Owner to perform hydraulic calculations to establish size and volume of wet well based on desired fill times and pump cycle times; pump and motor horsepower; and pumping requirement.
- 3.1.3. Evaluate pressure main velocity and residence times for single and double pressure main configurations. Develop system curve and pump curve. Identify recommended pump and force main size and configuration for initial, buildout, and interim flow criteria.
- 3.1.4. Develop cost comparison between option of reconstructing existing sewer main back to new regional lift station and constructing a new gravity sewer main from existing Orchard lift station to new regional lift station.
- 3.1.5. Assess lift station and pressure main operational conditions (such as pump cycle time, pump/motor horsepower, pressure main velocity, wet well fill time, and response time) for initial, buildout, and one intermediate flow conditions.
- 3.1.6. Evaluate up to three screening equipment alternatives, which will include preparing a life cycle cost comparison. Evaluation will include screening equipment, odor control, and collection and disposal of screenings.
- 3.1.7. Coordination with Idaho Power regarding extension of 3-phase power to regional lift station site, which will entail furnishing Idaho Power preliminary electrical load calculations and a site plan.
- 3.1.8. Conduct hydraulic modeling of new and existing 12- and 14-inch discharge pressure sewer mains to evaluate potential pumping conflicts and control strategies for Orchard and Ten Mile lift station operation. Owner will provide existing and future flow statistics for the Ten Mile lift station. Consultant will assess viability of Orchard Lift Station pressure main discharging into Ten Mile lift station pressure main with Ten Mile pump on and off.

**3.2. Design Review Meeting:** Consultant will participate in a 30% design review meeting with the Owner.

**3.3. Lift Station Siting:** Using results of rock profile furnished by Owner, staked floodplain boundary, and information from Owner regarding floodplain elevation, and topographic survey, Consultant will identify recommended location and elevation for lift station facilities within the existing Owner-furnished easement. This task does not include completion of a floodplain study or submission of a Letter of Map Amendment or Revision to change the special flood hazard boundaries.

- 3.4. Preliminary Engineering Report (PER):** Prepare and submit PER to the Department of Environmental Quality (DEQ). PER will represent conceptual (30%) design plans and will include a site plan showing general location of lift station, yard piping, and plan view of gravity and pressure sewer mains. Scope includes revisions to address comments provided by DEQ through approval.
- 3.5. Opinion of Probable Cost:** Prepare a planning level opinion of probable cost based on findings of the preliminary design.
- 3.6. Deliverables:** Consultant will provide the following deliverables as part of completion of this task:
- 3.6.1. PER, including concept site plan of lift station showing location of wet well, generator, valve and meter vault, bypass pumping assembly, screening equipment, access road, and electrical and control building (if desired).
- 3.6.2. Opinion of probable cost.

#### **Task 4 – Final Design**

Final design of the lift station facilities and gravity and pressure sewer pipeline will be completed by Consultant. Consultant will prepare civil, drainage and grading, bypass pumping (if required), mechanical, electrical and control (P&ID), architectural (if desired), and structural design plans and specifications for the construction of the lift station facilities. Plan and profile drawings will be prepared for pipeline portion of the projects. The Consultant will provide the following services as part of final design:

- 4.1. Design Drafting:** Consultant will perform design drafting in AutoCAD for the construction plans, which will include incorporation of the City's standard notes and details and the City's Lift Station Standards, vicinity maps, sheet indexes, north arrows, scale, topography, pipe size, surface repair, pipeline crossing requirements, property lines, easements, found monuments and property corners, land ownership from Ada County Assessor data, and survey control. Drafting will be completed on 22"x34" sheets, ANSI standard size "D" sheets (60% and 90% review sets of drawings will be 11"x17").
- 4.2. Property Owner and Stakeholder Coordination:** During the design, Consultant will coordinate with property owner regarding manhole and sewer service and stub placement. Consultant will also conduct stakeholder/agency coordination with ACHD, City of Kuna, Idaho Power, and DEQ regarding project components. Requirements to notify the owners/residents of construction activities along project corridor will be incorporated into the Contractor's responsibilities during construction.
- 4.3. Bidding and Technical Specifications:** Technical specifications will be in accordance with the 2017 ISPWC, City of Kuna standard notes, details, and Lift Station Standards, and site-specific technical specifications. Consultant will be responsible for preparing Special Provisions for the project. Front-end construction bidding documents (bid advertising, instructions to bidders, bid forms, bid bonds, insurance requirements, agreements, general provisions, and supplemental conditions) shall be based on 2007 EJDC (compatible with 2017 ISPWC).

- 4.4. **60% Plans:** Consultant to complete 60% plans and submit a review set of plans to the Owner, update cost estimate of the lift station facilities and pipeline, and meet with Owner to receive comments and discuss plans.
- 4.5. **90% Plans and Specifications:** Upon 90% completion of the plans and specifications, Consultant will submit a review set of plans and specifications to the City. Project erosion, sediment control, and traffic control general specifications, will be provided. The Contractor will be required to submit final sediment and erosion control plans to the Owner at the time of construction. Final specifications will include traffic control constraints. It is anticipated that traffic control plans will be prepared by the Contractor as part of the Ada County Highway District (ACHD) right-of-way permit. The Consultant will meet with the Owner to receive comments and discuss plans and specifications.
- 4.6. **100% Plans, Specifications, and Bidding Documents:** Consultant will incorporate appropriate revisions made by the Owner and other permitting agencies into a final set of stamped plans, specifications, and bidding documents. Prepare an updated opinion of probable cost using the bid schedule developed for the project. Consultant will submit 100% design package to DEQ for review and approval.
- 4.7. **Deliverables:** Consultant will provide the following deliverables as part of completion of this task:
- 4.7.1. 60% Plan package (5 hard copies – 11x17; electronic copy in PDF format).
  - 4.7.2. 90% Plans and specifications (5 hard copies – 11x17; electronic copy in PDF format).
  - 4.7.3. 100% Plans, specifications, and bidding documents (2 hard copies – 22x44; electronic copy in PDF format).
  - 4.7.4. Updated cost estimates at 60% and 100% design.

#### **Task 5 – Bidding Support Services**

Owner will administer the bidding process, including publishing and administration. Consultant will respond to questions during the bidding process as requested by Owner.

#### **Task 6 – Construction Support Services**

Owner will complete construction management and inspection. Consultant will provide the following construction support services as requested by Owner. For budgeting purposes, a construction window of 5 months has been assumed.

- 6.1. **Construction Staking:** Perform construction staking at approximately 200 to 300 feet along centerline, and at horizontal deflection points, for pipe segments. Stake key structures and project elements within lift station site and access road.
- 6.2. **Construction Meeting Attendance:** Consultant will attend construction meetings when invited by Owner. It is anticipated that Owner will conduct construction meetings. For budgeting

purposes four hours every week for the duration of the construction window has been assumed.

- 6.3. Submittal Review:** Consultant will review Contractor's submittals to check that proposed materials generally conform to the specifications when requested by Owner.
- 6.4. Requests for Information:** Respond to requests for information and provide plan and specification clarification.
- 6.5. Intermittent Construction Observation:** Owner will complete day-to-day construction inspection. The Consultant will visit the site at intervals appropriate to the stage of construction in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the contract documents. The budget assumes that Consultant will only conduct intermittent construction observation on the lift station components, not the pipelines. For budgeting purposes, six hours of observation per week has been assumed.
- 6.6. Record Drawings:** Upon completion of the Work, the Consultant shall compile for and deliver to the Owner a reproducible set of record documents in AutoCAD and PDF format for the underground project components based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These record documents will show significant changes made during construction. Because these record documents are based on unverified information provided by other parties, which the Consultant shall assume will be reliable, the Consultant cannot and does not warrant their accuracy.
- 6.7. Lift Station Commissioning Support:** Provide startup support that may include participation in pump startup and performance check, control observation, screening startup, and operation troubleshooting.
- 6.8. Deliverables:** Consultant will provide the following deliverables as part of completion of this task:
- 6.8.1. Construction staking.
  - 6.8.2. Record Drawings.

#### **Task 7 – Additional Services as Requested by Owner**

Consultant can provide the following services if requested by Owner:

- 7.1. Operation and Maintenance (O&M) Manual:** Consultant will require from Contractor operation and maintenance materials for project components organized in a manual. Consultant will review manual provided by Contractor for accuracy and completeness and forward to Owner.

#### **TIME OF COMPLETION**

Consultant will complete Tasks 1-4 within 130 days.

## Attachment A

**COMPENSATION**

The Consultant will be compensated a lump sum of One Hundred Eighty Two Thousand Four Hundred Dollars (\$182,400) for Tasks 1 through 5. The lump sum amount allocation is summarized in the table below. Compensation for the Tasks 6 through 7 will be completed on a time and material basis according to the billing terms in Exhibit I.

**Summary of Professional Services Fees**

<b>Task</b>	<b>Description</b>	<b>Billing</b>	<b>Fee/Budget</b>
Task 1	Project Management	LS	\$11,000
Task 2	Field Exploration and Surveying	LS	8,300
Task 3	Preliminary Design	LS	56,600
Task 4 & 5	Final Design & Bidding Support	LS	106,500
Task 6	Construction Support	T&M	55,000
Task 7	Additional Services-O&M Manual Support	T&M	2,800
<b>TOTAL ENGINEERING</b>			<b>\$240,200</b>

**SERVICES NOT PROVIDED BY CONSULTANT**

1. Geotechnical field testing and/or analysis.
2. Environmental field work, permitting, and/or reporting.
3. Funding administration or application support.
4. SCADA programming and integration. City integrator will provide input on SCADA equipment and functionality.
5. Public outreach and meeting attendance.

## EXHIBIT I

**KELLER ASSOCIATES, Inc.  
2017 TITLE CODE BILLING RATES**

<u>Personnel Classification</u>	<u>2017 Hourly Rate</u>
Project Engineer - I (EI)	\$85.00 - \$100.00
Project Manager - I (PE)	\$120.00 - \$155.00
Project Engineer - II (PE)	\$110.00 - \$185.00
Project Manager - II (PE)	\$160.00 - \$190.00
CAD - I	\$80.00 - \$100.00
CAD - II	\$110.00 - \$145.00
Engineering Student	\$65.00
Principal (PE)	\$210.00 - \$225.00
Chief Engineer/Structural Engineer (PE, SE, PLS)	\$225.00
Structural Engineer - I (PE, SE)	\$155.00
Electrical Engineer - I (PE)	\$150.00
Electrical Technician	\$75.00
Professional Surveyor (PLS)	\$145.00
Surveyor	\$75.00 - \$100.00
Field Representative	\$75.00 - \$120.00
Clerical & Administration	\$65.00 - \$85.00

**Other Billing Terms**

Mileage: Billed at Federal Rate (currently \$0.535 per mile)

Per Diem: \$60.00 per day

Reimbursable Expenses at Cost x 1.05

The Title Code Billing Rates are effective January 1, 2017 and will be adjusted each January of subsequent years

New employees may be added throughout the year



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

**BOB BACHMAN BOC 1,**  
**IBC**  
**PUBLIC WORKS**  
**DIRECTOR**  
**CITY OF KUNA**

## **MEMO**

**Date:** June 13, 2017  
**From:** Bob Bachman, Public Works Director  
**To:** Mayor, City Council  
**RE:** Personnel Change

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Mayor and Council,

In the 2016/2017 budget we hired a facilities maintenance person that has also been training in the Building Department doing inspections and learning building code. I was planning on making a request in the upcoming budget to add an additional full-time inspector. However, due to the overwhelming demand on the Building Department, I am bringing this request to you now. Since the Facilities employee was hired and is being trained as an inspector, I would request that we move him to the Building Department and then advertise and fill the facilities maintenance position.

Actions requested:

- Move Jake Adams to the Building Department
- Hire new person to fill facilities maintenance position

Thank you for your consideration.

(Space above reserved for recording)

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**KUNA CITY ORDINANCE NO. 2017-09**

**AN ORDINANCE ANNEXING CERTAIN REAL PROPERTIES INTO THE CITY OF KUNA, IDAHO, TO WIT:**

**PARCEL NO. S1235336450 OWNED BY GAVIN & JESSICA KEMPE, SUCCESSORS IN INTEREST TO OWNERS DOUG ROBERTS & SUSAN HICKMAN,  
PARCEL NO. S1234417520 OWNED BY WATERS EDGE FARM LLC, SUCCESSOR IN INTEREST TO ALAN & KATHRYN COLSON,  
PARCEL NO. R0967660156 OWNED BY RENASCENCE FARMS, LLC,  
PARCEL NO. R0967660155 OWNED BY RENASCENCE FARMS, LLC,  
PARCEL NO. S1234142351 OWNED BY RENASCENCE FARMS, LLC,  
PARCEL NO. S1234212935 OWNED BY RENASCENCE FARMS, LLC,  
PARCEL NO. S1234212405 OWNED BY RENASCENCE FARMS, LLC,  
PARCEL NO. S1234121105 OWNED BY RENASCENCE FARMS, LLC,  
PARCEL NO. R0967660151 OWNED BY RENASCENCE FARMS, LLC,  
PARCEL NO. S1234244200 OWNED BY BRENT F & LESLIE L ANDERSON,  
PARCEL NO. S1234131300 OWNED BY MELVIN A & JEANNE A SPAULDING,  
PARCEL NO. S1235347051 OWNED BY MASON CREEK FARMS, LLC.**

**ALL PROPERTIES SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTIES; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to annex into and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

WHEREAS, the owners of the parcels of real property situated in the unincorporated area of Ada County and as more particularly described in Section 2 of this ordinance, have requested, in writing, annexation of said real property to the City of Kuna; and

WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on February 14, 2017, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on February 28, 2017) where it was recommended to the Mayor and Council that the following property be annexed into Kuna City limits with zoning classifications:

R-6 for the property known as Parcel No. S1235347051;  
R-4 for the properties known as Parcels Nos.: S1235336450, S1234417520,  
R0967660156, S1234142351, S1234131300, R0967660155, S1234244200,  
R0967660151, S1234212935, S1234212405, S1234121105, and

WHEREAS, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on April 4, 2017, on the proposed annexation and zoning for the real property described in Section 2 below, as required by Section 67-6525, Idaho Code, made findings (approved on April 18, 2017) where it determined that the requested annexation should be granted with the following zoning classifications of R-6 and R-4 as described above; and

WHEREAS, the zoning classifications of R-6 and R-4 are appropriate to meet the requirements of the Kuna City Code and should be granted.

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

Section 1: The Kuna City Council hereby finds and declares that the real property described below is contiguous to the City, that said property can be reasonably assumed to be used for the orderly development of the City, and that the owner of said property has requested, in writing, annexation thereof to the City.

Section 2: The real properties, all situated in Ada County, Idaho, adjacent and contiguous to the City, commonly known as:  
Parcel No. S1235336450 and more particularly described in “Exhibit A-1” – Legal Description  
Parcel No. S1234417520 more particularly described in “Exhibit A-2” – Legal Description  
Parcel Nos. R0967660151, R0967660155, R0967660156, S1234121105, S1234131300, S1234142351, S1234212405, S1234212935, and S1234244200, more particularly described in “Exhibit A-3” – Legal Description  
Parcel No. S1235347051 and more particularly described in “Exhibit A-4” – Legal Description

All said parcels are depicted on the joint map in Exhibit B, Location Map, attached hereto and incorporated herein by reference, and are hereby annexed to and incorporated in the incorporated territorial limits of the City of Kuna, Idaho.

Section 3: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory described above shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 4: The zoning land use classifications of the land described in Section 2 above are hereby established as R-6 and R-4 as described above, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the R-6 and R-4 zoning land use classifications.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor,

Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 6: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 20<sup>th</sup> day of June 2017.

CITY OF KUNA

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

ATTEST:

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

**EXHIBIT A-1  
LEGAL DESCRIPTION**

**OWNED BY GAVIN & JESSICA KEMPE, SUCCESSORS IN INTEREST TO OWNERS  
DOUG ROBERTS & SUSAN HICKMAN**

A tract of land in the Southwest quarter of Section 35, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, described as follows:

Beginning at a point which is North along the section line, 1,111.71 feet from the section corner common to Sections 34 and 35, in Township 3 North, Range 1 West, Boise Meridian, and Sections 2 and 3 in Township 2 North, Range 1 West, Boise Meridian; thence North 208.72 feet; thence North 89°48' East, 208.72 feet; thence South 208.72 feet; thence South 89°48' West, 208.72 feet to the PLACE OF BEGINNING.

**EXHIBIT A-2  
LEGAL DESCRIPTION**

**OWNED BY WATERS EDGE FARM LLC, SUCCESSOR IN INTEREST TO ALAN &  
KATHRYN COLSON**

A portion of the Southeast Quarter of the Southeast Quarter and a portion of the Northeast Quarter of the Southeast Quarter of Section 34, Township 3 North, Range 1 West, B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the Southeast Corner of said Section 34; thence  $N00^{\circ}03'36''E$ , 1,202.83 feet along the East boundary of said Section 34 to the Point of Beginning;

Thence  $N89^{\circ}56'22''W$ , 611.00 feet to the center-line of Mason Creek;

Thence the following courses and distances along the center-line of Mason Creek:

$N61^{\circ}12'09''W$ , 257.06 feet;

$N51^{\circ}37'32''W$ , 483.98 feet;

$N72^{\circ}13'56''W$ , 107.15 feet to the westerly boundary of the Northeast Quarter of the Southeast Quarter of said Section 34;

Thence  $N00^{\circ}12'31''E$ , 330.96 feet along the westerly boundary of the Northeast Quarter of the Southeast Quarter of said Section 34;

Thence  $S89^{\circ}55'03''E$ , 1,317.36 feet to the East boundary of the Northeast Quarter of the Southeast Quarter of said Section 34;

Thence  $S00^{\circ}03'38''W$ , 663.17 feet along the East boundary of the Northeast Quarter of the Southeast Quarter of said Section 34 to the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 34;

Thence  $S00^{\circ}03'38''W$ , 123.52 feet along the East boundary of the Northeast Quarter of the Southeast Quarter of said Section 34 to the Point of Beginning.

Comprising 20.08 acres more or less.

**EXHIBIT A-3  
LEGAL DESCRIPTION**

**PORTION OWNED BY RENASCENCE FARMS, LLC, PORTION OWNED BY BRENT & LESLIE ANDERSON, PORTION OWNED BY MELVIN & JEANNE SPAULDING**

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

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

Thence leaving said easterly line and following the southerly line of the Southeast 1/4 of the Northeast 1/4, N89°25'56"W a distance of 1,315.48 feet to a found 5/8-inch rebar marking the C-E 1/16 corner;  
Thence leaving said southerly line and following the easterly line of the Northwest 1/4 of the Southeast 1/4 of said Section 34, S00°40'58"W a distance of 896.49 feet to a point on the northerly subdivision boundary of DreamCatcher Subdivision (a subdivision on file in Book 80, Pages 8639-8641, records of Ada County, Idaho);  
Thence leaving said easterly line and following said northerly subdivision boundary the following courses:

1. N37°01'00"W a distance of 340.72 feet ;
2. S81°55'00"W a distance of 493.00 feet;
3. S54°50'00"W a distance of 47.00 feet;
4. N51°00'00"W a distance of 215.00 feet;
5. N68°00'00"W a distance of 444.99 feet;
6. N74°12'00"W a distance of 43.22 feet;
7. N54°50'00"W a distance of 259.00 feet;
8. N32°48'00"W a distance of 69.00 feet;
9. N07°50'00"E a distance of 88.00 feet;
10. N08°42'00"W a distance of 99.00 feet;
11. N69°52'00"W a distance of 225.00 feet;
12. N20°18'00"W a distance of 90.00 feet;
13. N64°28'00"W a distance of 188.00 feet;
14. N36°46'00"W a distance of 172.00 feet;
15. N44°26'00"W a distance of 77.00 feet;
16. N58°40'00"W a distance of 206.00 feet;
17. N74°06'00"W a distance of 276.82 feet to a point on the westerly line of the Southeast 1/4 of the Northwest 1/4 of said Section 34;

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

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

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

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

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

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

Thence N42°15'35"E a distance of 174.08 feet;  
 Thence 132.58 feet along the arc of a circular curve to the left, said curve having a radius of 575.00 feet, a delta angle of 13°12'41", a chord bearing of N64°26'20"W and a chord distance of 132.29 feet;  
 Thence N71°02'40"W a distance of 161.80 feet;  
 Thence 217.00 feet along the arc of a circular curve to the right, said curve having a radius of 175.00 feet, a delta angle of 71°02'45", a chord bearing of N35°31'20"W and a chord distance of 203.36 feet;  
 Thence N00°00'00"E a distance of 18.04 feet;  
 Thence 31.23 feet along the arc of a circular curve to the left, said curve having a radius of 20.00 feet, a delta angle of 89°27'26", a chord bearing of N44°43'24"W and a chord distance of 28.15 feet;  
 Thence N89°26'47"W a distance of 128.85 feet to a point on said westerly line of the Southeast 1/4 of the Northwest 1/4;  
 Thence following said westerly line, N00°52'46"E a distance of 376.45 feet to a found 5/8-inch rebar marking the NW 1/16 corner of said Section 34;  
 Thence leaving said westerly line and following the southerly line of the Northwest 1/4 of the Northwest 1/4 of said Section 34, N89°21'57"W a distance of 472.05 feet;  
 Thence leaving said southerly line, N00°55'56"E a distance of 184.17 feet;  
 Thence N22°14'16"W a distance of 17.20 feet;  
 Thence S89°21'57"E a distance of 1,507.19 feet;  
 Thence N00°49'37"E a distance of 1,127.18 feet to a point on the northerly line of the Northwest 1/4 of said Section 34;  
 Thence following said northerly line, S89°17'12"E a distance of 290.03 feet to a found brass cap marking the north 1/4 corner of said Section 34;  
 Thence leaving said northerly line and following the northerly line of the Northeast 1/4 of said Section 34, S89°18'18"E a distance of 15.00 feet;  
 Thence leaving said northerly line, S00°49'37"W a distance of 1,326.79 feet to a point on the southerly line of the Northwest 1/4 of the Northeast 1/4 of said Section 34;  
 Thence following said southerly line, S89°21'00"E a distance of 1,296.27 feet to a found 5/8-inch rebar marking the NE 1/16 corner of said Section 34;  
 Thence leaving said southerly line and following the easterly line of said Northwest 1/4 of the Northeast 1/4, S00°37'47"W a distance of 994.24 feet;  
 Thence leaving said easterly line and following the northerly line of the South 1/2 of the South 1/2 of the Southeast 1/4 of the Northeast 1/4, S89°24'57"E a distance of 1,314.49 feet to a point on the easterly line of the Northeast 1/4 of said Section 34;  
 Thence following said easterly line, S00°27'30"W a distance of 331.03 feet to the **POINT OF BEGINNING**.

Together with:

A private road 30 feet in width, 15 feet on each side of the half section line running North and South from the Northwest corner of the Southwest quarter of the Northeast quarter of Section 34, Township 3 North, Range 1 West of the Boise Meridian, Ada county, Idaho to the North section line of said section.

**EXHIBIT A-4  
LEGAL DESCRIPTION**

**OWNED BY MASON CREEK FARMS, LLC**

A parcel of land being a portion of the South 1/2 of the Southwest 1/4 of Section 35, Township 3 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho and being more particularly described as follows:

Commencing at a aluminum cap marking the west 1/ 4 corner of Said Section 35, thence following the westerly line of said Southwest 1/4 of Section 35, S00°04'23"W a distance of 2,652.25 feet to a found aluminum cap marking the southwest corner of said Section 35;  
Thence leaving said westerly line and following the southerly line of said Southwest 1/4, S89°47'59"E a distance of 520.09 feet to the **POINT OF BEGINNING**.

Thence leaving said southerly line, N00°54'22"E a distance of 173.77 feet;  
Thence N53°21'16"W a distance of 69.90 feet;  
Thence N00°04'23"E a distance of 475.26 feet;  
Thence S89°47'59"E a distance of 1,568.48 feet;  
Thence S00°10'24"W a distance of 690.54 feet to a point on said southerly line of the Southwest 1/4;  
Thence following said southerly line, N89°47'59"W a distance of 1,513.66 feet to the **POINT OF BEGINNING**.

Said parcel contains 24.609 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

