

## 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, July 18, 2017

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

1. *Call to Order and Roll Call*
2. *Invocation:* Chris Bent, Calvary Chapel
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:

- I. Regular City Council Minutes, July 5, 2017

#### B. Accounts Payable Dated July 13, 2017 in the Amount of \$330,628.81

#### C. Resolutions

- I. Consideration to approve Resolution No. R50-2017 Authorizing the Release of the Irrevocable Letter of Credit for Memory Ranch Subdivision No. 1

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO RELEASE THE IRREVOCABLE LETTER OF CREDIT FOR THE MEMORY RANCH SUBDIVISION NO. 1.

2. Consideration to approve Resolution No. R51-2017 Accepting Greyhawk Land Company, LLC Pressure Irrigation Easement for Greyhawk Subdivision No. 6

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO ACCEPTING THE PRESSURE IRRIGATION EASEMENT FROM GREYHAWK LAND COMPANY, LLC FOR THE IRRIGATION EASEMENT LOCATED IN GREYHAWK SUBDIVISION NO. 6.

3. Consideration to approve Resolution No. R52-2017 Accepting John W. Browning Pressure Irrigation Easement for Patagonia Subdivision No. 1

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO ACCEPTING THE PRESSURE IRRIGATION EASEMENT FROM JOHN W. BROWNING FOR THE PRESSURE IRRIGATION EASEMENT LOCATED ADJACENT TO PATAGONIA SUBDIVISION NO. 1

**D. Final Plat**

1. Consideration to approve Case No. 17-03-FP (Final Plat) for Patagonia Subdivision No. 2

**E. Findings of Fact & Conclusions of Law**

1. Consideration to approve Findings of Fact and Conclusions of Law for Case No. 17-02-S (Subdivision) for Sailer Shores Meadows Subdivision No. 2
2. Consideration to approve Findings of Fact and Conclusions of Law for Case No. 17-02-ZC (Rezone) for Darius Elison, and One Call Restoration

**5. Reports or Requests:**

- A. Kuna Police Department Comparables Presentation – Kuna Police Chief Jon McDaniel

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

- A. Public Hearing and Consideration to approve Ordinance No. 2017-10 Amending Kuna City Code 5-1-6-2 *Meanings of Terms and Words* and 5-3-3 and Deleting 6-5-4 – Richard Roats, City Attorney

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, AMENDING TITLE 5, CHAPTER 1, SECTION 6, PART 2 TITLED MEANINGS OF TERMS AND WORDS BY DELETING THE REFERENCE BOOK TITLED, “ILLUSTRATED BOOK OF DEVELOPMENT DEFINITIONS” AND REPLACING IT WITH “A PLANNERS DICTIONARY”, THE REMAINING TEXT OF PART 2 SHALL REMAIN UNCHANGED; AMENDING TITLE 5, CHAPTER 3, SECTION 3 TO

PROVIDE THAT THE MINIMUM STREET FRONTAGE PER LOT IS A RECOMMENDATION THAT CAN BE MODIFIED AND THE MINIMUM LOT SIZE IN R-4 AND R-6 ZONES IS A RECOMMENDATION THAT CAN BE MODIFIED BY THE PLANNING AND ZONING DIRECTOR AND THE MINIMUM LOT SIZE IN R-4 AND R-6 ZONES IS A RECOMMENDATION THAT CAN BE MODIFIED BY THE PLANNING AND ZONING DIRECTOR AND MODIFYING THE HEIGHT IN M-1 AND M-2 ZONES TO 100 FEET AND STRIKING M-3 ZONE FROM THE TABLE; DELETING TITLE 6, CHAPTER 5, SECTION 4 IN ITS ENTIRETY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

**7. Business Items:**

- A.** Consideration to approve Case No. 17-02-LLA (Lot Line Adjustment) – Jace Hellman, Planner I

Applicants Eric and Rayola Jacobsen seek Lot Line Adjustment approval to adjust the parcel lines for the smaller parcel from the existing 0.95 acres to 1.48 acres, and reduce the current acreage of the larger parcel from 1.62 acres to 0.94 acres. This lot line adjustment is intended to accommodate the entire existing yard and structures on the smaller lot.

- B.** Downtown Revitalization Project Bid Updates and Council Direction – Chris Engels, City Clerk; Bob Bachman, Public Works Director; and JUB Engineering
- C.** Information on Cities’ Petition to Intervene – Emmert Water Rights – Richard Roats, City Attorney
- D.** Consideration to approve rental of video equipment to Kuna Chamber of Commerce – Richard Roats, City Attorney
- E.** Update on Strobel Road Property Lease – Richard Roats, City Attorney
- F.** Consideration to approve Resolution No. R53-2017 Appointing new members to the Park Impact Fee Committee – Richard Roats, City Attorney

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING RESOLUTION NO. R52-2015A TO APPOINT TWO (2) NEW MEMBERS TO THE CITY OF KUNA, IDAHO DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE REPLACING TWO (2) MEMBERS.

**8. Budget Workshop**

- A. Fiscal Year 2018 All Funds Budget Presentation – John Marsh, City Treasurer  
*Documents will be provided separately by City Treasurer John Marsh.*

**9. Ordinances:**

- A. Consideration to approve Ordinance No. 2017-11 Annexing Greyhawk 6 Subdivision into the Kuna Municipal Irrigation District

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING THE REAL PROPERTY DESCRIBED IN EXHIBIT A AND EXHIBIT B, AND COMMONLY REFERRED TO AS GREYHAWK 6 SUBDIVISION, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE NEW YORK IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

- B. Consideration to approve Ordinance No. 2017-12 Annexing Patagonia 2 Subdivision into the Kuna Municipal Irrigation District

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING THE REAL PROPERTY DESCRIBED IN EXHIBIT A AND EXHIBIT B, AND COMMONLY REFERRED TO AS PATAGONIA 2 SUBDIVISION, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE NEW YORK IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

**10. Mayor/Council Announcements:**

**11. Executive Session:**

**12. Adjournment:**

**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  
MINUTES  
Wednesday, July 5, 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  
Bobby Withrow, Parks Director  
Bob Bachman, Public Works Director  
John Marsh, City Treasurer  
Troy Behunin, Planner III  
Trevor Kesner, Planner II  
Jace Hellman, Planner I

**2. *Invocation:* None**

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

***Mayor Stear requested to amend the agenda to include adjourning to Executive Session pursuant to Idaho Code 74-206(b) discussion of a personnel matter.***

**Council Member Buban-Vonder Haar moved to add item 11.B. Adjourn to Executive Session pursuant to Idaho Code 74-206(b) for the purpose of discussing a personnel matter. Seconded by Council Member Jones. Motion Carried 4-0.**

**4. Consent Agenda:**  
(Timestamp 00:01:37)

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

**A. City Council Meeting Minutes:**

- I. Regular City Council Minutes, June 20, 2017**

**B. Accounts Payable Dated June 29, 2017 in the Amount of \$548,909.40**

**C. Resolutions**

- 1. Consideration to approve Resolution No. R46-2017 Authorizing Challenger Development, Inc. Reimbursement Agreement – Memory Ranch Regional Lift Station Project**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE EXECUTION OF THE REIMBURSEMENT AGREEMENT WITH CHALLENGER DEVELOPMENT, INC. IN THE AMOUNT OF \$212,888.00.

- 2. Consideration to approve Resolution No. R47-2017 Authorizing Ensign Development Group, LLC. Reimbursement Agreement – Ensign No. 1 Pressure Irrigation Trunk Project**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE EXECUTION OF A REIMBURSEMENT AGREEMENT WITH ENSIGN DEVELOPMENT GROUP, LLC. IN THE AMOUNT OF \$28,596.92.

- 3. Consideration to approve Resolution No. R48-2017 Authorizing Ensign Development Group, LLC. Reimbursement Agreement – Ensign No. 1 Pressure Irrigation Trunk Project**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE EXECUTION OF THE REIMBURSEMENT AGREEMENT WITH ENSIGN DEVELOPMENT GROUP, LLC. IN THE AMOUNT OF \$2,866.58.

- 4. Consideration to approve Resolution No. R49-2017 Authorizing the Transfer of Certain Records to the Idaho State Historical Society**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO  
AUTHORIZING THE TRANSFER OF PERMANENT CITY RECORDS TO  
THE IDAHO STATE HISTORICAL SOCIETY.

**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. Presentation of Fiscal Year Ending June 30, 2016 Annual Audit – Bailey & Company, Chtd. Certified Public Accountants  
(Timestamp 00:02:10)

Cassie Zattiero, a Baily & Company partner, passed out the audit report and reviewed the details. The first part was about the City's responsibilities versus Bailey & Company's responsibilities and the bottom addressed their opinion on the City's financial statements. The City got a clean opinion; they did not find any issues they considered material. The paragraphs on page 4 discussed other information presented in the financial report that they generally did not express an opinion on. She explained what they did express an opinion on.

Ms. Zattiero moved on to the next report, which started on page 43. It explained the tests they did on internal controls and the City's compliance. There were no opinions expressed.

Ms. Zattiero returned to the financial statements starting on page 5. She reviewed what each statement was for and their layouts. She continued on to the notes found on page 20 and the general information on page 24. She briefly reviewed what each note was about. She pointed out some funds were not covered by federal depository insurance or collateral at the end of the year. As long as the City was with fairly secure banks it was probably not a big deal but it was something to look into as the City grew. Also, the City's cash and investments could be found on page 25 with a summary on page 26. She pointed out the City's only real investment was in an external investment pool. The rest of the City's funds were in banks.

Ms. Zattiero concluded by explaining the loose letter in the report. It was standard language and if there were any internal control deficiencies they felt weren't large enough to be considered a finding they would be listed in that letter. She stood for questions.

There were no questions.

Mayor Stear and Council thanked Ms. Zattiero for her presentation.

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

**A. Public Hearing and Consideration to approve Case No. 17-02-S (Subdivision) for Sailor Shores Meadows Subdivision #2 – Trevor Kesner, Planner II**  
(Timestamp 00:12:49)

A preliminary plat request from Thomas Maile to subdivide an approximately 1.78-acre parcel within an existing R-6 zone into eight (8) residential building lots and three (3) common lots. The subject site is located approximately 600 feet south of the intersection of Kuna Road and Sailer Place, and is addressed as 245 S. Sailer Place, Kuna, Idaho.

Thomas Maile, the applicant, 885 W. Rush Road, Eagle, Idaho 83616, requested approval of the application and provided a history of the project. He stood for questions.

There were no questions.

Mayor Stear opened the public hearing.

Support: None

Against: None

Neutral: None

**Council Member Buban-Vonder Haar moved to close the public hearing. Seconded by Council Member McPherson. Motion carried 4-0.**

Planner II Trevor Kesner provided a review of the staff report to Council. The Planning & Zoning Commission approved a design review for the subdivision common area landscaping on May 23, 2017 and recommended approval of the subdivision. The applicant was aware of and agreed to all conditions. The application complied with goals and polices within the Kuna Comprehensive Plan, Future Land Use Map, and Title 6 of Kuna City Code Subdivision Regulations and staff recommended approval.

Council Member Buban-Vonder Haar noted it was consistent with the comprehensive plan, enhanced some of Kuna's pedestrian and vehicle connections, and it seemed to be in concert with all requirements.

**Council Member Buban-Vonder Haar moved to approve Case No. 17-02-S (Subdivision). Seconded by Council Member McPherson. Motion carried 4-0.**

- B.** Public Hearing and Consideration to approve Case No. 17-02-ZC (Rezone) for Darius Elison, One Call Restoration – Jace Hellman, Planner I  
(Timestamp 00:18:31)

A request to rezone a parcel's current R-6 (Medium-Density Residential) zoning designation to a C-2 (Area Commercial District) zoning designation. The site is located at 315 East Avalon St., Kuna, Idaho.

Support

Darius Elison, 11381 Gila Drive, Kuna, Idaho 83634, presented his request for rezone.

Planner I Jace Hellman provided a review of the staff report to Council. Although the applicant proposed land use request differed from the Future Land Use Map, staff viewed it as very consistent with the surrounding uses. If the rezone was granted the applicant would be required to construct a detached 5 foot wide sidewalk located a minimum of 42 feet from the center line of Avalon, per ACHD. This would add to the stretch of sidewalk in front of the Family Dollar. The applicant submitted all necessary documents, all noticing requirements had been met, and the application complied with Kuna City Code. Staff recommended approval. He stood for questions.

Mayor Stear opened the public hearing.

Support: None

Against: None

Neutral: None

**Council Member Buban-Vonder Haar moved to close the public hearing. Seconded by Council Member McPherson. Motion carried 4-0.**

Council Member Buban-Vonder Haar noted the application was in compliance Kuna City Code and the comprehensive plan. She agreed the use was consistent with the area and felt this would be a great addition.

**Council Member Buban-Vonder Haar moved to approve Case No. 17-02-ZC (Rezone). Seconded by Council Member McPherson. Motion carried 4-0.**

C. Public Hearing and Consideration to approve Case No. 16-04-S (Pre Plat) for TNT Estates Subdivision – Troy Behunin, Planner III  
(Timestamp 00:22:36)

Applicant requests approval for a preliminary plat over approximately 4.70 acres of land already zoned R-12 (High Density Residential). Applicant proposes to subdivide the parcel into nine buildable lots and one common lot. The site is located near the northeast corner (NEC) of Deer Flat Road and School Avenue. Address is 550 W. Deer Flat Rd.

Scott Stanfield, 2964 Stewart Road, Kuna, Idaho 83634, represented the applicant. He presented the request to Council for consideration. They had no problems with any of the conditions except for the condition pertaining to installing water and sewer utilities to the existing house parcel in the south west corner. That existing parcel would retain its current use as a rental home. They were proposing to put in the sewer stub then (*unintelligible*) as they plat it and leave it there so that if and when that parcel comes in for any kind of building permit they would have to extend whatever fit their needs at that point. He asked that Council waive that condition for this project and have the infrastructure stop at the north boundary with the stub at the backside of that property. He then explained the layout of project and thanked Planner III Troy Behunin for all his help with the application. He stood for questions.

Planner III Troy Behunin provided a review of the staff report to Council. All noticing was done properly. He felt Mr. Stanfield touched on all the important aspects but staff wanted Council to know it complied with Kuna City Code. Planning & Zoning approved it on June 13, 2017 as well as a design review for landscaping. He noted Mr. Stanfield, Jay Walker, and Greg Bullock had been great to work with and provided everything that was asked of them. He stood for questions.

Council Member Jones asked if more trees were going to be placed along the north side as discussed during a previous public hearing.

Mr. Behunin replied there would be. It had been handled during the design review public meeting.

Council Member Jones asked about the location of a basketball court or playground area.

Mr. Behunin said that was also a part of the design review which only goes to Planning & Zoning.

Council Member Jones said as long as that was taken care of.

It was discussed that it was a different property.

There were no further questions.

Mayor Stear opened the public hearing.

Support:

Jay Walker, AllTerra, didn't have any comments.

Greg Bullock, 504 Bayhill Drive, Nampa, Idaho 83686, thanked Council for the opportunity to present this project and shared his appreciation of City staff. He gave a brief review of their plans and promised to make Kuna proud. He requested they delay the hookup fees and connection to City sewer. The project had become very expensive. He noted the reimbursements approved earlier that evening came out to about \$3,000.00 short of what they would be paying in sewer hookup fees so it would balance out pretty nicely. He asked they delay it until it becomes part of the program later on. He stood for questions.

Council Member Buban-Vonder Haar clarified he was referring to lot 10.

Mr. Bullock responded that was correct and thanked Council for their help.

Against: None

Neutral: None

**Council Member Buban-Vonder Haar moved to close the public hearing. Seconded by Council Member McPherson. Motion carried 4-0.**

Council Member Buban-Vonder Haar asked if staff had any issue with delaying the water and sewer hookup.

Mr. Behunin responded that staff was agreeable if Council was agreeable.

Council Member Jones asked if there was a memo from the City Engineer in the packet.

Mr. Behunin said there was and Planning & Zoning staff actually followed the City Engineer's lead in regards to recommending connecting to sewer and water when it was within 300 feet per city code.

Council Member Jones clarified they would be waiving the requirement of that code.

Mr. Behunin replied yes.

Council Member Buban-Vonder Haar was concerned about establishing a precedent. She asked if the City had any history of allowing this.

Mr. Behunin couldn't think of anything off the top of his head but he could say it did not happen very often. He clarified the applicant was not requesting it be waived completely just delayed. They were willing to comply but were asking for more time before that requirement kicked in.

Council Member Jones asked if they had a date.

Mr. Behunin did not. He deferred to the applicant.

Mr. Stanfield said the services would be stubbed into the lot. They would provide a sewer and water stub across the lot boundaries into the lot and they were proposing to terminate it there like they would with any other lot. This was unique because there was a structure on that piece. They were not making the physical connection from the stub to the house. They were asking that be waived until the owner of that house comes in for a building permit at which time the City could legally put on that requirement. It wasn't really anything unusual. The delay comes in because the developer would not be making that connection; it would be whoever becomes the builder or contractor. They could access the water main at any time since it was basically located in their front yard. He gave a brief history of how the water became available.

Council Member Buban-Vonder Haar said it would be distinct in the sense that usually a condition of annexing into the City was as soon as the City's services were within 300 feet they connect, which would apply to an existing structure generally speaking.

Mr. Stanfield replied if that structure came in for a new water and sewer hookup, if their septic failed, they would have to connect.

It was discussed whether or not it would normally be a requirement for an existing structure to connect as soon as services were available.

City Attorney Richard Roats clarified, with an existing system, when the sewer and water infrastructure got within 300 feet they would have to connect to that system. He was not aware of the City having ever granted a variance from this since this code was written. The City had remained very firm on the requirement to connect when the infrastructure was within 300 feet. He was not sure if this was within the nitrate priority area but believed it was. The City and the Department of Health and Welfare were very cognizant of that. The City Engineer's recommendation was to connect. Mr. Roats was concerned that there was no real time frame with this. The residents could live in that house for any number of years without having to get a building permit which meant they would not have to connect to the system. If Council were to grant this request he asked that staff and the applicant enter into what is contemplated in the code, the variance from the 300 feet, and a Memorandum of Understanding be recorded against the property, that newly created

lot, that advises that property owner or any subsequent purchaser that connecting to City infrastructure is a requirement when they get a building permit.

Council Member Buban-Vonder Haar wondered if it would be an acceptable middle ground to put a certain number of years from date of approval.

Mr. Roats stated code allowed for 180 days but if Council wanted to extend it some time frame past that they could work on something along those lines.

Mr. Behunin shared the applicant had just told him off microphone they would go ahead and comply with the condition. They would connect at time of construction.

Council Member Buban-Vonder Haar appreciated the applicant's willingness to help out with that.

Council Member Jones was still concerned this was the lot he was originally talking about. He asked Mr. Behunin, if Council were to approve this as it was presented that night, what recourse would they have to make changes if the concerns he was thinking of were not addressed.

Mr. Stanfield clarified Council Member Jones was correct in his recollections regarding a basketball court. After that initial public hearing though, the neighbor came down pretty hard on them outside. He said he did not want that and the other neighbors did not want that; it was noisy and a nuisance. They decided to pull it off and explained why to the Planning & Zoning Committee. They invited that neighbor to come to the meeting and sent him their plans. Combined with that was the number of trees and the berm along the north. He thought about that later and asked the neighbor where he would like the berm. It was all on the applicant's side with the trees on top. In his experience kids could climb up, peek over the fence, and could throw rocks. He encouraged the neighbor to think of alternatives and the neighbor backed off of that because he recognized the problems it could create. Mr. Stanfield encouraged him to show up to the public hearing and kept in contact with him.

Council Member Jones said since they had complied with everything and no one was opposing it he had no issue with it.

Council Member Buban-Vonder Haar stated this complied with Kuna's goal of having a great variety of housing types and she was excited about the ability to offer smaller housing without yards and multifamily for the community. It definitely complied with the neighborhood core concept and included multifamily within walking distance of commercial opportunities and it would add a little open space. It also was consistent with Kuna Code and the Planning & Zoning Committee approved.

Council President Cardoza asked if the motion needed to include the rental house.

Council Member Buban-Vonder Haar did not think so since it was included in the plat and they agreed to comply with code.

**Council Member Buban-Vonder Haar moved to approve Case No. 16-04-S (Pre Plat). Seconded by Council Member Jones. Motion carried 4-0.**

7. **Business Items:** None

8. **Budget Workshop**  
(Timestamp 00:53:30)

A. Fiscal Year 2018 Budget Presentation – John Marsh, City Treasurer  
*Documents will be provided separately by City Treasurer John Marsh.*

City Treasurer John Marsh provided an overview of the spreadsheet layout. He explained a last minute change in the Total FYE 2018 Expenditure Projection Prior to Contingency Decision. Some wires were crossed concerning a payroll allocation for a current employee. The number was \$6,772,757.00 but the change brought it to \$6,807,118.00 making the deficit number \$503,730.00 instead of \$469,369.00, a \$34,361.00 difference.

Mr. Marsh pointed out some notes that did not change any numbers but he thought they might answer some of Council's questions. He added a row below the Ada County Sheriff line. The item was the City Hall Reserve Replenishments for \$24,443.00. It did not affect the overall numbers because it was already included. The second item he added was already included in the numbers but he had not included it in the front page to call it out; a request from the Clerk's Office for a temporary file clerk position extension for a 9 month period of time. The total in the General Fund was \$20,359.00. The other minor change was near the bottom. There were 2 full time Parks positions requested; a customer service specialist and a field employee. The customer service specialist was actually supposed to be a field employee as well; making it 2 field employees.

Mr. Marsh reviewed the items not included in the budget but were considered wish list items including a Humane Society Increase he thought the Mayor would want to discuss with Council.

Lastly, Mr. Marsh addressed how the City could pay for the projected deficit. He gave the options of triaging some of the expenditures built in and outlined in the other sections, using carryover reserve funds, and a property tax levy. He explained how each option would work and stood for questions.

Council Member Jones pointed out the City Hall Acquisition Reserve line item for \$24,443.00 was actually already listed under Other.

Council President Cardoza asked about the amount listed for the Economic Development Position.

Mr. Marsh explained how they combined the suggested \$60,000.00 gross salary, which actually came out to \$61,232.12 because of a partial pay period at the end of the year, social security, Medicare, health insurance, dental, vision, group life insurance, Perci, and workers compensation to get the number of \$79,879.00 and projected expenditures of \$13,400.00 making the total cost for the position \$93,279.00.

Council President Cardoza asked Public Works and Facilities Director Bob Bachman about the line item for a new pickup for the building inspector. He thought the City had just bought a new pickup for the building inspector the previous year.

Mr. Bachman responded they had. This new pickup would be for the new inspector that was approved at the last Council Meeting.

Council President Cardoza asked if a police car could be used for the building inspector.

Mayor Stear explained it would be a used police SUV.

Mr. Bachman said if it was an SUV it would be fine.

Kuna Police Chief Jon McDaniel explained he and Captain Dusseau, the form Kuna Police Chief, met with the Sheriff about that a month prior to this meeting. They were looking at the fleet and felt pretty positive an SUV would become available if there was a need. He explained the cost of leasing a vehicle. He had not received an official answer from the Sheriff.

Council President Cardoza asked Chief McDaniel if his request was for 2 new vehicles that year.

Chief McDaniel replied it was for 1 vehicle.

Council Member Jones asked Mr. Marsh how the salary was decided for the Economic Development Position.

Mr. Marsh deferred to Planning & Zoning Director Wendy Howell.

Ms. Howell shared she and Mayor Stear had looked at what Mountain Home was doing and scaled it back quite a bit.

Mayor Stear added they based a lot of their information on what Mountain Home was doing including the job description.

Council Member Jones asked Parks Director Bobby Withrow to elaborate on the purpose of the new van.

Mr. Withrow explained they did a lot of sprinkler repairs. The thought behind the van was to build bins inside to carry all of their stock in the van so it would all be on hand and would also keep the parts from getting wet. The guys would not have to keep going back to pick up parts. It would be a cargo type van.

Council President Cardoza asked if Council Members should individually call Mr. Marsh or department heads with budget questions.

Mayor Stear felt this was run at the preference of the Council. They could have the open discussion in the meeting and if they had questions that came up later they could do that. Staff just wanted to be sure Council had the information they needed to make these decisions. Council Members were welcome to call or stop by anytime.

Council President Cardoza asked the Council if they wanted each member to pursue their questions individually or collectively.

Council Member Buban-Vonder Haar felt the meeting had been short so far so she was fine with discussing some of it then. She felt that would help keep the final budget meeting shorter.

Council Member Jones was also fine with discussing it then.

Council President Cardoza asked about the acquisition of the City Shop Yard at \$175,000.00. He asked if that had materialized yet.

Mayor Stear replied they were still in negotiations with ACHD. He explained the options they were exploring.

Public Works and Facilities Director elaborated on the latest option they were discussing.

Council President Cardoza did not like the idea of breaking up the 20 acres.

Mayor Stear said they wanted to make sure they did the right thing and he was not sure that shop and that property would last the City for a huge number of years.

Council President Cardoza asked about the Mesmer Property on the Greenbelt.

Parks Director Bobby Withrow explained he had put it in as a place holder for the time being. There had been talks with John but he was real wishy washy. It could be a possibility in the future though. If the property was acquired they could continue the Greenbelt without having to go up and around and connect through the subdivision.

Mayor Stear added they had looked at purchasing it the previous year but someone else had talked out purchasing it and granting the City that easement. That never materialized which was why they were still holding on the acquisition.

Council President Cardoza asked about the next item, Greenbelt Acquisition, for \$300,000.00. He asked Mr. Withrow to clarify that.

Mr. Withrow explained that was to purchase the Union Pacific Right-of-Way the City currently leased. Again, that was more of a place holder. It was a number Union Pacific threw out when it was being discussed but the property still needed to be appraised.

Council President Cardoza clarified the \$710,000.00 at the bottom of page 2 was not a part of the 503 and they were in essence looking at approximately \$1,200,000.00.

Mr. Marsh replied that was correct.

Mayor Stear shared his concerns regarding the Humane Society contract. As he read the contract, the City was not really receiving the entire amount of service the contract said the City should be. The police department was taking many of those calls they shouldn't have to. He and Chief McDaniel and he and Commissioner Case had discussed it. They were looking into different options for animal control. There were only 2 code enforcement officers for all of Ada County. They were thinking it might be feasible to have another code enforcement officer/animal control person. The problem with police officers doing that work is they didn't have the tools with them to handle dogs and that type of thing. They would continue to look into that and see what they could come up with. His recommendation would be to not give the Humane Society an increase.

Council Member Buban-Vonder Haar asked if he meant Kuna would be starting its own humane society.

Mayor Stear clarified it would be through Ada County. If that were to happen they would talk to the Humane Society about contracting with them and then animal control services would actually be handled through the Ada County Sheriff's Department.

Council Member Buban-Vonder Haar asked if that meant animals would still go to the Humane Society and the City would have to pay some sort of additional fee on a per animal basis.

Mayor Stear said it would be through the County. They just started talking about this. The problem with the Humane Society was they only had a couple animal control officers. At night they were too busy in the big cities to come out to Kuna. He asked Chief McDaniel to explain how that worked.

Chief McDaniel explained that from 6 PM to 8 AM there was only 1 person on call for all of Ada County. The Kuna Police Department tended to get a lot of their calls, particularly in the summer time, that were dog problems and sometimes those turned into neighbor problems or fight situations. These tended to happen in the evenings.

Mayor Stear clarified he was not saying the City should not pay the Humane Society; just that the City should not pay the increase of \$5,000.00.

Council Member Buban-Vonder Haar asked if Council had the authority to do that.

Mayor Stear replied, in the discussion they had with the Humane Society, they just threw out the number \$5,000.00. There was no rhyme or reason for what the value was for what the City was paying but in looking at the contract the City was not getting the services it should be getting. When they asked the Ada County Commissioners for an increase over the last couple of years the Commissioners just said no.

Council Member Buban-Vonder Haar did not have her mind made up on it either way but wanted to be sure the City did not end up in the lurch with no services in place. She suggested the Humane Society should come in and do a presentation like all of the other county service providers. She was even fine with sending them a copy of the Ada County Prosecutors contract which very clearly had a metric for how the fees were set. If they were not doing that she would like them to see what the City expected in order for them to justify the increase.

Mayor Stear said that could be done.

Council President Cardoza thought they were they only entity to not give Council a breakdown of cost.

Council Member Buban-Vonder Haar thought Kuna had never asked for it.

Council President Cardoza said they were not asking for any accountability from the Humane Society.

Mayor Stear said he would contact them.

Council President Cardoza asked about the Anderson Property Acquisition.

Parks Director Bobby Withrow replied that was 4 acres of the 5 acre parcel right off of Strobel Road that ran along Indian Creek.

Council President Cardoza asked if they had consented to selling that property.

Mr. Withrow explained they were still working on the lease and the City still needed an appraisal for a cost for an agreement. They were working on that at that moment.

Mayor Stear added that if the City were to go out there and make those improvements without having some sort of a price locked down then those improvements would be made with no benefits to the City after 2 or 3 years. They were trying to avoid that.

Council Member Buban-Vonder Haar asked Public Works and Facilities Director Bob Bachman to elaborate on the City Hall Basement Wall, Basement Shelving, and Pergola with Seating including what they encompassed and if they had been anticipated when the cost projections for buying City Hall were put together.

Mr. Bachman explained the basement wall and area was to create a secure area around the server and the permanent documents for when someone was down there for a break for example. They would be putting a wall up running east to west with a door that locked so it would only be accessible to certain people making it possible for people to go down there for breaks.

Council Member Buban-Vonder Haar thought she remembered a fireproof room in the plans for City Hall and that those items would have been included in that.

Mr. Bachman replied not exactly. Basically, the entire area was fire resistant because of the sprinklers. The more he looked at that during construction it would not have made sense to put in a separate room. He had considered putting a door at the bottom of the stairs that locked but then it was decided to put a break area down there. The plan changed to put the wall back about 15 feet and leave an approximately 30 by 15 foot area for a break area.

Council Member Buban-Vonder Haar asked if the decision to not do a fireproof room came during budgeting for City Hall or if it was made during construction thereby saving the City money.

Mr. Bachman responded no money was saved. Some of the material had already been purchased and when some of the other areas went over it probably all balanced out.

Council Member Buban-Vonder Haar wanted to know about the basement shelving.

Mr. Bachman said the basement shelving was to get the files up off the ground and give them some cover in case the sprinklers did go off. The line item was for a rack system. He looked at systems that would do that and leave a walking path.

Council Member Buban-Vonder Haar asked if the pergola and seating was for the back patio or the front area.

Mr. Bachman replied the front grass area.

Council Member Buban-Vonder Haar explained she was the 1 person to vote for the other City Hall. She had been concerned about being asked right away for more money for the new location and whether or not the final cost was being looked at. She was nervous that it was starting already. She then asked where the Facility Energy Upgrades would be.

Mr. Bachman said all facilities. It was a continuous thing so the City could continue making improvements; do more LED retrofits and things like that.

Council Member Jones asked City Treasurer John Marsh about the overall numbers from the previous year. He asked what contingency the year started with.

Mr. Marsh replied \$1.5 million and change in the reserve balance. A certain amount had been budgeted in carryover and Council adopted certain expenditures that utilized some of that reserve which brought it down to \$1.2 million in contingency. The year ended fairly close to what had been forecasted which was \$1.5 million and change.

Council Member Jones clarified he was projecting to end at \$1.8 million.

Mr. Marsh confirmed that number.

Council Member Jones thought the previous year's budgeting started with about a \$400,000.00 deficit.

Mr. Marsh did not recall but thought it was probably very similar. That was why he mentioned the X amount of reserves forecasted. City Council took some of that off the top for one-time expenditures and then the remaining balance went into contingency leaving cash reserves at the end of the year of \$1.5 million.

Council Member Jones was looking at the fact that the City came out \$300,000.00 ahead even though the year started with a \$400,000.00 deficit. He would like there to be no deficit but the City was able to overcome the deficit the previous year. He did not see how they could cut \$500,000.00 out of the budget to make it balance. Even taking the full levies would not cover all of it.

Mr. Marsh explained there were several things happening. There were ongoing expenditures that would have to be covered by an ongoing revenue source which was forecasted in. Those things could wane over time depending on the economy and there was some inflation happening so building activity could slow down. The numbers he forecasted had a little reduction in them to try to mitigate some of the impact of that. There was also sales tax revenue sharing, a large item, which had been growing. If the economy took a hit that number would also wane a little bit. Those ongoing revenues were covering in addition to the prospective for property tax levy increase which, if that was going to happen, that was the time to do it. The items that yielded the deficit were all one-time items. The thinking was that while

the City had the projected reserves of \$1.8 million it should be utilized to pay for the one-time costs that would not recur. It was pulling money out of money saved. Also if the economy continued as it was there would likely not be that deficit.

Council Member Jones remembered a concern from the previous year was having those reserves in case something happened with the economy. Spending them would not accomplish that.

Council Member Jones asked if Mr. Marsh projected taking the foregone and 3% would lower the levy rate .029%.

Mr. Marsh explained if the City levied the max property tax amount, \$266,000.00, the levy rate would be about .0029%. At that moment they were at .003% and some change. If they did nothing with the taxes and left them as they were the previous year it would drop to .026%. They were below where they were the previous year and way below the limit of .009%.

Council Member Jones appreciated Parks Director Bobby Withrow's 5 year plan. It was very helpful to him to see what Mr. Withrow was projecting for his expenditures of what would be needed over the next 5 years based on Kuna's growth. He stated the playground equipment on the not included items list was something he felt Kuna's parks needed more of. He wanted to see something set up to do that recurrently. Council had discussed using the City Hall Replenishment fund for something else. He would consider using that \$24,000.00 for a playground sinking fund. It was a little less than what Mr. Withrow had been asking for but in the long run it might help. He asked if Council or Mayor Stear had any comments regarding that.

Mayor Stear replied that would be fine. The City received a lot of comments about needs for playground equipment. It would certainly be an honorable use of that money.

Council President Cardoza asked what the allocation of the impact fees was.

Mr. Withrow explained it was used for getting more parks, not for adding to pre-existing parks.

Council Member Buban-Vonder Haar added that the City was also restricted to using those fees in areas that had new growth occurring. It could not be used at a park like Bernie Fisher Park but if there was a bunch of development near an existing park there might be some ability to use that funding to improve that park.

Council President Cardoza asked Mr. Withrow if it was for acquisition only or if structures could be put on that acquisition.

Mr. Withrow replied it was acquisition and installing new parks.

Council Member Jones gave the example of Arbor Ridge for a park that was in an area with a lot of growth. He asked if impact fee money could be used to improve Arbor Ridge or if it had to be structures for a new land acquisition.

Mr. Withrow said to a point. They City had to keep the same level of service so in order to do something out there the City had to have something somewhere else. If they wanted to put up a new bathroom in Arbor Ridge they needed to plan on having land somewhere else and putting a bathroom on that land as well.

Council President Cardoza asked how much the impact fee was per home.

Mr. Withrow responded \$939.00.

Council President Cardoza asked if that carried forward in the budget.

Mr. Marsh replied they would see that at the next Council Meeting Budget Workshop in the Park Impact Fee Fund. There was a significant amount of money in there. He would provide a full summary of everything.

Council President Cardoza clarified it was a separate fund from the General Fund.

Mr. Marsh confirmed it was.

Council Member Jones noted Mr. Marsh plugged in option 2 for the Ada County Sheriff's Office line item. He wanted to know about the difference in the dollar amount between the options.

Mr. Marsh stated option 2 had the SRO and option 1 was the base option. Option 2 was the highest and was recommended by Kuna Police Chief Jon McDaniel. Those were the only 2 options.

Mayor Stear stated the goal of putting this budget together was to look at the General Fund and the expenses that were ongoing and to tie that to the City's associated ongoing income. They did not want to take any substantial hits if the economy tanked again.

Council President Cardoza thanked the City for the carryover of almost \$1.8 million. It showed that the City of Kuna was conservative. He felt every department head was doing their job. He also thanked Mr. Marsh for making the budget look like an easy job. It was very easy for him to follow.

Council Member Jones had no problem taking the annexation and the new construction. He felt it was a given. The others he thought could be discussed. He asked Mayor Stear if he felt there was a way to sharpen a pencil on any of it or if he felt they had already done that.

Mayor Stear felt they had gotten to the point where the need was there but they could make whatever cuts they needed to make. They definitely wanted to project that the monies needed to keep coming for police protection and those types of things. He felt that with the type of growth Kuna was experiencing it was the right time to take those tax increases. It had the least amount of impact on citizens to take it when the economy and growth were the way they were.

Council Member Jones felt Kuna was outpacing commercial faster than he would like. He thought everyone would like more commercial. It would still be a hang up for him to take money when it wasn't needed but he understood it was a spending limit that would have to be increased every year.

Mayor Stear responded his goal as a mayor would always be to make the impact on the citizens as pain free as possible. He took a lot of pride in the fact that Kuna had a great police department and the things they did for Kuna. He would hate to have anything happen that would force the City to reduce that level of service or to hit the taxes payers in the pocket book at time when it would really hurt. He was pleased they were able to run Kuna on a .003% when other cities are running a .009%.

Council Member Jones understood and did not have a problem with it.

Council President Cardoza stated the budget showed FYE 2017 actual at \$1,073,000.00. Mr. Marsh had the budget for FY 2018 at \$965,000.00. He asked if that was ultra-conservative.

Mr. Marsh replied there was an element of conservatism built in there. The primary line item they pared back was the forecast for the Planning & Zoning Revenue. It was at a substantial level. If it finished out the year as projected it would be over \$400,000.00 what they planned. His fear and belief was that was unsustainable. At some point in time it would falter and he did not know if it could sustain itself into the new year at that level. The new value factors in a 10% reduction on where they forecasted the end of the year to finish for FYE 2017. He explained signs he saw in the market place to support this.

Council President Cardoza asked about property taxed revenue. It looked like the budget showed \$2,067,086.00. He thought with new homes coming in there should be higher property tax revenue.

Mr. Marsh explained the way property tax revenue worked. It did not matter how many homes came in; it was limited to the dollar value the City could levy. The levy could only be increased by a maximum of \$266,000.00 that year. If Kuna doubled in size the next year it would put down the pressure regardless of what was levied. If the opposite happened it would not change the revenue source. The revenue source was fixed at what Council set it at.

Council President Cardoza asked if the State established the mail levy.

Mr. Marsh responded it was done by the County. They could calculate it there depending on what the City levied because they knew primarily what the tax values were right then. They did adjust as they went through the summer as they went through different role books; they would find errors or have things come through Board of Corrections and then the State did the utility property which they didn't have until almost September. Generally speaking, they were pretty close on the mail rates but they would adjust very slightly.

Council had no further questions at that time.

Mayor Stear thanked Mr. Marsh for his time and effort.

Mr. Marsh stated at the next Council Meeting Budget Workshop in 2 weeks they planned to put forward the Public Works items and any other smaller budget items such as trash and things of that nature. The thinking was that at that point in time they would set a tentative budget and follow that with a public hearing at the next meeting. If Council did not think they could get there at the next meeting w they should schedule an interim meeting between that meeting and a few days after the next meeting. They did have a public hearing that would occur mid-August and they needed to publish that hearing for 2 weeks prior. He asked that Council consider that. If they felt comfortable with where they were at it could probably get done at the next meeting.

Council Member Jones clarified Mr. Marsh was thinking August 1, 2017 for the public hearing.

Mr. Marsh replied the actual public hearing was for mid-August and they had to publish the hearing notice the 2 consecutive weeks prior. They had a little time between the next Council Meeting and those 2 weeks.

Council Member Jones asked if they had any concerns by the July 18, 2017 meeting those could be resolved with another meeting after that.

Mr. Marsh said that was correct. Hopefully everything would get hammered out by the 18<sup>th</sup> but if it wasn't they would have to schedule an interim meeting.

Council Member Jones clarified they would be looking at Public Works and the Park Impact Fee.

Mr. Marsh responded yes, Public Works would be pretty extensive but it didn't involve property taxes and the like so it was a little simpler. Then they had trash, Park Impact Fees, Capital Projects Fund which feeds from the General Fund, and Late Comers. It wasn't a lot volume wise but the items were a lot individually.

Council Member Jones appreciated his time.

9. **Ordinances:** None

10. **Mayor/Council Announcements:**

(Timestamp 01:58:53)

Council Member Jones asked City Clerk Chris Engels about the e-mail she sent out regarding Downtown.

Ms. Engels replied she had heard from him and Council President Cardoza but not from the other Council Members.

Council Member Buban-Vonder Haar clarified this was on having an additional workshop versus discussing it during a Council Meeting.

Ms. Engels confirmed it was. The bids came back \$300,000.00 over the engineer's estimate. She was asking if they wanted to discuss it in an individual workshop or during a Council Meeting.

Council Member Buban-Vonder Haar did not want to make a Council Meeting super long but it was her preference to do it when they were all already together.

Ms. Engels responded that was fine.

Council President Cardoza said it sounded like the City Clerk needed to find another grant.

Ms. Engels stated she had been looking.

Mayor Stear added everyone was so busy they were marking up their bids. They had just gone through this with a project the City Engineer had budgeted for.

City Treasurer John Marsh noted a very similar period occurred just before the last economic downturn. He hoped things were not headed in the same direction.

11. **Executive Session:**

(Timestamp 02:01:14)

- A. Adjourn to Executive Session Pursuant to Idaho Code 74-206(d) for the Purpose of Discussing an Indigency Request
- B. ***Adjourn to Executive Session pursuant to Idaho Code 74-206(b) for the purpose of discussing a personnel matter.***

**Council Member Buban-Vonder Haar moved to adjourn to Executive Session pursuant to Idaho Code 74-206(d) for the purpose of discussing an Indigency Request and pursuant to Idaho Code 74-206(b) for the purpose of discussion a**

**personnel matter. Seconded by Council President Cardoza. 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 leave the Executive Session. Seconded by Council Member Jones. Motion carried 4-0.**

**Council Member Buban-Vonder Haar moved to approve not less than \$125.00 per month until the balance was resolved. Seconded by Council Member Jones. Motion carried 4-0.**

**Council Member Buban-Vonder Haar moved to unappoint Antonio Conti as City Engineer effective July 5, 2017. Seconded by Council Member Jones. Motion carried 4-0.**

**12. Adjournment: 9:10 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 07.18.2017*





**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**  
**July 5, 2017 – City Council Public Hearing**

Case Name: **17-02-ZC (Darius Elison – One Call Restoration: 315 East Avalon St., Kuna, ID 83634)**  
Case Type: **Rezone**

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

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

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## SIGN-UP SHEET

### July 5, 2017 – City Council Public Hearing

Case Name: **T N T ESTATES SUBDIVISION** – (Troost Family Living Trust) – **Rep. Jay Walker**.

Case Type: Requests approval for a preliminary plat over approximately 4.70 acres of land, currently zoned R-12 (High Density Residential). Applicant proposes to subdivide the parcel into nine buildable lots and one common lot, in preparations for a multi-family project. The site is located near the northeast corner (NEC) of Deer Flat Road and School Avenue.

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	
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## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>2M COMPANY, INC.</b>												
1461	2M COMPANY, INC.	4116567		<u>ORIGINAL INVOICE DATED 5-1-17 #4116567-000 WAS SHORT PAID BY \$53.00, FITTINGS FOR SPRINKLER GREENBELT REPAIRS, PARKS, MAY 17</u>	05/01/2017	53.00	.00	<u>01-6175 SMALL TOOLS</u>	1004	7/17		
1461	2M COMPANY, INC.	4116567		<u>ORIGINAL INVOICE DATED 5-1-17 #4116567-000 WAS SHORT PAID BY \$53.00, FITTINGS FOR SPRINKLER GREENBELT REPAIRS, PARKS, MAY 17</u>	05/01/2017	11.67	.00	<u>01-6505 BANK FEES</u>	0	7/17		
Total 4116567:						64.67	.00					
1461	2M COMPANY, INC.	4118414-000	5722	<u>RINGS, CLAMPS, SPEAR FITTINGS, AND POLY, SPRINKLER REPAIRS BERNIE FISHER PARK, J.MORFIN, JUN.'17</u>	06/26/2017	114.47	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	6/17		
Total 4118414-000:						114.47	.00					
1461	2M COMPANY, INC.	4119124-000	5787	<u>4 REPLACEMENT SOLENOID FOR CLOCKS ON GREENBELT, B WITHROW, PARKS, JUN 17</u>	06/29/2017	90.13	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	6/17		
Total 4119124-000:						90.13	.00					
1461	2M COMPANY, INC.	4119140-000	5789	<u>GLUE AND SLIDE COUPLER, PIPE, MILL ADAPTERS, UNION PIECES, B.WITHROW, JUN.'17</u>	06/29/2017	255.88	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	6/17		
Total 4119140-000:						255.88	.00					

City of Kuna

Payment Approval Report - City Council Approval

Page: 2

Report dates: 6/30/2017-7/13/2017

Jul 13, 2017 02:41PM

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
1461	2M COMPANY, INC.	4119439-000	5827	<u>REPLACEMENT CONTROLLER FOR CITY HALL SPRINKLERS, B WITHROW, PARKS, JULY 17</u>	07/10/2017	178.32	.00	01-6150 <u>MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	7/17		
Total 4119439-000:						178.32	.00					
Total 2M COMPANY, INC.:						703.47	.00					
<b>ACEM</b>												
839	ACEM	60417.00		<u>4TH QTR MEMBERSHIP CONTRIBUTION DUES, JULY 17</u>	07/01/2017	1,429.00	.00	01-6075 <u>DUES &amp; MEMBERSHIPS</u>	0	7/17		
Total 60417.00:						1,429.00	.00					
Total ACEM:						1,429.00	.00					
<b>ADA COUNTY HIGHWAY DISTRICT (IMPACT)</b>												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	06302017		<u>ACHD IMPACT FEE FOR JUNE 2017</u>	06/30/2017	76,437.00	76,437.00	01-2510 <u>ACHD IMPACT FEE TRANSFER</u>	0	7/17	07/10/2017	
Total 06302017:						76,437.00	76,437.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						76,437.00	76,437.00					
<b>ADA COUNTY SHERIFF'S OFFICE</b>												
6	ADA COUNTY SHERIFF'S OFFICE	7114		<u>SHERIFF SERVICES, JULY 17</u>	07/06/2017	132,903.58	.00	01-6000 <u>LAW ENFORCEMENT SERVICES</u>	0	7/17		
Total 7114:						132,903.58	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						132,903.58	.00					
<b>ADVANCED COMMUNICATIONS, INC.</b>												
1566	ADVANCED COMMUNICATIONS, INC.	14694		<u>QUARTERLY MAINTENANCE CHARGES, 10-1-16 TO 9-30-17, JUN 17</u>	06/01/2017	94.08	.00	01-6255 <u>TELEPHONE</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
1566	ADVANCED COMMUNICATIONS, INC.	14694		<u>QUARTERLY MAINTENANCE CHARGES, 10-1-16 TO 9-30-17, JUN 17, P&amp;Z</u>	06/01/2017	33.60	.00	01-6255 TELEPHONE	1003	6/17		
1566	ADVANCED COMMUNICATIONS, INC.	14694		<u>QUARTERLY MAINTENANCE CHARGES, 10-1-16 TO 9-30-17, JUN 17, WATER</u>	06/01/2017	87.36	.00	20-6255 TELEPHONE EXPENSE	0	6/17		
1566	ADVANCED COMMUNICATIONS, INC.	14694		<u>QUARTERLY MAINTENANCE CHARGES, 10-1-16 TO 9-30-17, JUN 17, SEWER</u>	06/01/2017	87.36	.00	21-6255 TELEPHONE EXPENSE	0	6/17		
1566	ADVANCED COMMUNICATIONS, INC.	14694		<u>QUARTERLY MAINTENANCE CHARGES, 10-1-16 TO 9-30-17, JUN 17, PI</u>	06/01/2017	33.60	.00	25-6255 TELEPHONE EXPENSE	0	6/17		
Total 14694:						336.00	.00					
Total ADVANCED COMMUNICATIONS, INC.:						336.00	.00					
<b>AIR FILTER SUPERSTORE WHOLESALE LLC</b>												
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	21940	5781	<u>3 BX 24X24X2 FILTERS FOR WALL LOUVERS FOR BLOW ROOM, M NADEAU, SEWER, JUN 17</u>	06/30/2017	137.52	.00	21-6150 M & R - SYSTEM	0	6/17		
Total 21940:						137.52	.00					
Total AIR FILTER SUPERSTORE WHOLESALE LLC:						137.52	.00					
<b>ALLSTREAM BUSINESS US, INC</b>												
1411	ALLSTREAM BUSINESS US, INC	14737115		<u>MONTHLY TELEPHONE DATA NETWORK, 7-1-17 TO 7-31-17, JULY 17</u>	07/01/2017	580.33	.00	01-6255 TELEPHONE	0	7/17		
1411	ALLSTREAM BUSINESS US, INC	14737115		<u>MONTHLY TELEPHONE DATA NETWORK, 7-1-17 TO 7-31-17, JULY 17, P&amp;Z</u>	07/01/2017	207.27	.00	01-6255 TELEPHONE	1003	7/17		
1411	ALLSTREAM BUSINESS US, INC	14737115		<u>MONTHLY TELEPHONE DATA NETWORK, 7-1-17 TO 7-31-17, JULY 17, WATER</u>	07/01/2017	538.89	.00	20-6255 TELEPHONE EXPENSE	0	7/17		

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1411	ALLSTREAM BUSINESS US, INC	14737115		<u>MONTHLY TELEPHONE DATA NETWORK, 7-1-17 TO 7-31-17, JULY 17, SEWER</u>	07/01/2017	538.89	.00	21-6255 <u>TELEPHONE EXPENSE</u>	0	7/17		
1411	ALLSTREAM BUSINESS US, INC	14737115		<u>MONTHLY TELEPHONE DATA NETWORK, 7-1-17 TO 7-31-17, JULY 17, PI</u>	07/01/2017	207.24	.00	25-6255 <u>TELEPHONE EXPENSE</u>	0	7/17		
Total 14737115:						2,072.62	.00					
Total ALLSTREAM BUSINESS US, INC.:						2,072.62	.00					
<b>ANALYTICAL LABORATORIES</b>												
1	ANALYTICAL LABORATORIES	45618		<u>YEARLY SAMPLE REQUIREMENT PER DEQ, LEAD AND COPPER SAMPLE ON WELLS, WATER, JUL 17</u>	06/30/2017	2,629.80	.00	20-6152 M & R - <u>LABORATORY COSTS</u>	0	6/17		
Total 45618:						2,629.80	.00					
1	ANALYTICAL LABORATORIES	45619		<u>LAB SAMPLE TESTING, SEWER, JUL 17</u>	06/30/2017	1,503.90	.00	21-6152 M & R - <u>LABORATORY COSTS</u>	0	6/17		
Total 45619:						1,503.90	.00					
Total ANALYTICAL LABORATORIES:						4,133.70	.00					
<b>AUTOZONE, INC.</b>												
1606	AUTOZONE, INC.	4126383890		<u>61 PC TAMPER PROOF SUREBILT SCREWDRIVER BIT SET, PARKS, JUL 17</u>	07/03/2017	14.77	.00	01-6175 <u>SMALL TOOLS</u>	1004	7/17		
Total 4126383890:						14.77	.00					
Total AUTOZONE, INC.:						14.77	.00					
<b>BAILEY &amp; COMPANY, CHARTERED</b>												
125	BAILEY & COMPANY, CHARTERED	93642		<u>FYE2016 AUDIT SERVICES, JUN 17</u>	06/30/2017	3,724.00	.00	01-6202 <u>PROFESSIONAL SERVICES</u>	0	6/17		

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125	BAILEY & COMPANY, CHARTERED	93642		<u>FYE2016 AUDIT SERVICES, JUN 17, WATER</u>	06/30/2017	2,548.00	.00	20-6202 <u>PROFESSIONAL SERVICES</u>	0	6/17		
125	BAILEY & COMPANY, CHARTERED	93642		<u>FYE2016 AUDIT SERVICES, JUN 17, SEWER</u>	06/30/2017	2,548.00	.00	21-6202 <u>PROFESSIONAL SERVICES</u>	0	6/17		
125	BAILEY & COMPANY, CHARTERED	93642		<u>FYE2016 AUDIT SERVICES, JUN 17, PI</u>	06/30/2017	980.00	.00	25-6202 <u>PROFESSIONAL SERVICES</u>	0	6/17		
Total 93642:						9,800.00	.00					
Total BAILEY & COMPANY, CHARTERED:						9,800.00	.00					
<b>BUYWYZ LLC</b>												
1795	BUYWYZ LLC	104331	5757	<u>1 BX STICK PENS, 3 FILE FOLDERS, 1 BX SHARPIES, JUNE 17</u>	06/22/2017	9.55	.00	01-6165 <u>OFFICE SUPPLIES</u>	0	6/17		
1795	BUYWYZ LLC	104331	5757	<u>1 BX STICK PENS, 3 FILE FOLDERS, 1 BX SHARPIES, JUNE 17, P&amp;Z</u>	06/22/2017	3.42	.00	01-6165 <u>OFFICE SUPPLIES</u>	1003	6/17		
1795	BUYWYZ LLC	104331	5757	<u>1 BX STICK PENS, 3 FILE FOLDERS, 1 BX SHARPIES, JUNE 17, WATER</u>	06/22/2017	8.89	.00	20-6165 <u>OFFICE SUPPLIES</u>	0	6/17		
1795	BUYWYZ LLC	104331	5757	<u>1 BX STICK PENS, 3 FILE FOLDERS, 1 BX SHARPIES, JUNE 17, SEWER</u>	06/22/2017	8.89	.00	21-6165 <u>OFFICE SUPPLIES</u>	0	6/17		
1795	BUYWYZ LLC	104331	5757	<u>1 BX STICK PENS, 3 FILE FOLDERS, 1 BX SHARPIES, JUNE 17, PI</u>	06/22/2017	3.42	.00	25-6165 <u>OFFICE SUPPLIES</u>	0	6/17		
Total 104331:						34.17	.00					
1795	BUYWYZ LLC	104604	5785	<u>1 WIRELESS MOUSE, 2 MEMORY FOAM WRIST MOUSE PADS, 1 SHARP BATTERY OPERATED 10-KEY, ADMIN, JUN 17</u>	06/28/2017	97.23	.00	01-6165 <u>OFFICE SUPPLIES</u>	0	6/17		

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Total 104604:						97.23	.00					
1795	BUYWYZ LLC	6371CM		<u>RETURNED IMAK LE PETIT WRIST CUSHION, NOT SATISFACTORY, JUN 17</u>	06/30/2017	-8.58	.00	01-6165 OFFICE SUPPLIES	0	6/17		
Total 6371CM:						-8.58	.00					
Total BUYWYZ LLC:						122.82	.00					
<b>CALDWELL TRANSPORTATION COMPANY</b>												
1754	CALDWELL TRANSPORTATION COMPANY	25244		<u>SCHOOL BUS CHARTER FROM BERNIE FISHER PARK TO CELEBRATION PARK AND RETURN, RANGERS, JUN 17</u>	06/30/2017	472.50	.00	01-6265 TRAINING & SCHOOLING	1004	6/17		
Total 25244:						472.50	.00					
Total CALDWELL TRANSPORTATION COMPANY:						472.50	.00					
<b>CAMPBELL TRACTOR &amp; IMPLEMENT COMPANY</b>												
135	CAMPBELL TRACTOR & IMPLEMENT COMPANY	N71213	5795	<u>DRIVE BELT, IDLER PULLEY, IDLER PULLEY TO REPAIR PLANT LAWNMOWER, T SHAFFER, SEWER, JUN 17</u>	06/30/2017	36.59	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/17		
Total N71213:						36.59	.00					
Total CAMPBELL TRACTOR & IMPLEMENT COMPANY:						36.59	.00					
<b>CENTURYLINK</b>												
62	CENTURYLINK	208922113662		<u>DEDICATED LANDLINE, SCADA, 6-25-17 TO 7-24-17, WATER</u>	06/25/2017	16.81	.00	20-6255 TELEPHONE EXPENSE	0	7/17		
62	CENTURYLINK	208922113662		<u>DEDICATED LANDLINE, SCADA, 6-25-17 TO 7-24-17, SEWER</u>	06/25/2017	21.95	.00	21-6255 TELEPHONE EXPENSE	0	7/17		

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62	CENTURYLINK	208922113662		<u>DEDICATED LANDLINE, SCADA, 6-25-17 TO 7-24-17, PI</u>	06/25/2017	7.12	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	7/17		
Total 20892211366251772417:						45.88	.00					
Total CENTURYLINK:						45.88	.00					
<b>CHALLENGER COMPANIES</b>												
823	CHALLENGER COMPANIES	112486	5802	<u>ORCHARD LIFT STATION REMODEL, JUL.'17</u>	07/11/2017	527.69	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	7/17		
Total 112486:						527.69	.00					
Total CHALLENGER COMPANIES:						527.69	.00					
<b>CITIBANK, N.A.</b>												
1874	CITIBANK, N.A.	100009844	5768	<u>REPLACEMENT SPRAY NOZZLES FOR CHEM SPRAYER, B.WITHROW, JUN.'17</u>	06/27/2017	27.96	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	6/17		
Total 100009844:						27.96	.00					
1874	CITIBANK, N.A.	200009603	5681	<u>PARTS TO REPAIR WEED SPRAYER, B.WITHROW, JUN.'17</u>	06/01/2017	190.46	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	6/17		
Total 200009603:						190.46	.00					
Total CITIBANK, N.A.:						218.42	.00					
<b>COMPASS</b>												
4	COMPASS	217104		<u>4TH QTR MEMBERSHIP DUES FOR FY2017, JULY 17</u>	07/03/2017	2,031.50	.00	<u>01-6075 DUES &amp; MEMBERSHIPS</u>	0	7/17		
Total 217104:						2,031.50	.00					

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Total COMPASS:						2,031.50	.00					
<b>CUSTOM ELECTRIC, INC.</b>												
147	CUSTOM ELECTRIC, INC.	7694	5801	<u>ELECTRICAL PANEL OVERHEATING, FARM, JUNE 17</u>	06/29/2017	415.54	.00	21-6090 FARM EXPENDITURES	0	6/17		
Total 7694:						415.54	.00					
Total CUSTOM ELECTRIC, INC.:						415.54	.00					
<b>DIGLINE</b>												
25	DIGLINE	0056355-IN		<u>DIG FEES, JUN 17 WATER</u>	06/30/2017	187.45	.00	20-6065 DIG LINE EXPENSE	0	6/17		
25	DIGLINE	0056355-IN		<u>DIG FEES, JUN 17 SEWER</u>	06/30/2017	187.45	.00	21-6065 DIG LINE EXPENSE	0	6/17		
25	DIGLINE	0056355-IN		<u>DIG FEES, JUN 17 PI</u>	06/30/2017	71.41	.00	25-6065 DIG LINE EXPENSE	0	6/17		
Total 0056355-IN:						446.31	.00					
Total DIGLINE:						446.31	.00					
<b>DIVERSIFIED SYSTEMS INC</b>												
76	DIVERSIFIED SYSTEMS INC	WO-0531		<u>FUEL PUMP REPAIR AT PLANT, REPLACED BAD UNLEADED NOZZLE ON GAS PUMP, T SHAFFER, SEWER, JUL 17</u>	07/06/2017	357.99	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	7/17		
Total WO-0531:						357.99	.00					
Total DIVERSIFIED SYSTEMS INC:						357.99	.00					
<b>DMH ENTERPRISES</b>												
1745	DMH ENTERPRISES	06302017		<u>PLUMBING PERMITS JUNE 2017</u>	06/30/2017	5,661.60	5,661.60	01-6202 PROFESSIONAL SERVICES	1003	7/17	07/10/2017	

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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
Total 06302017:						5,661.60	5,661.60					
Total DMH ENTERPRISES:						5,661.60	5,661.60					
<b>ELECTRICAL CONTROLS &amp; INSTRUMENTATION</b>												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	06302017		<u>ELECTRICAL PERMITS JUNE 2017</u>	06/30/2017	5,797.76	5,797.76	01-6202 <u>PROFESSIONAL SERVICES</u>	1003	7/17	07/10/2017	
Total 06302017:						5,797.76	5,797.76					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						5,797.76	5,797.76					
<b>FERGUSON ENTERPRISES INC</b>												
219	FERGUSON ENTERPRISES INC	0660520	5758	<u>1 ROLL OF 2 IN POLY PIPE, 2 IN COMPRESSIONS, LAYING PIPE ON 3 PROPERTIES ON GOIRI ST PROJECT, R FORD, PI, JUNE 17</u>	06/22/2017	852.97	.00	25-6020 CAPITAL <u>IMPROVEMENTS</u>	1039	7/17		
Total 0660520:						852.97	.00					
219	FERGUSON ENTERPRISES INC	0660538	5759	<u>PROJECT FOR PI GOIRI - BUTLER PROJECT, J COX, PI, JUNE 17</u>	06/22/2017	438.18	.00	25-6020 CAPITAL <u>IMPROVEMENTS</u>	1039	6/17		
Total 0660538:						438.18	.00					
219	FERGUSON ENTERPRISES INC	5234537	5773	<u>TOILET AND PLUMBING FIXTURE FOR GREENBELT BATHROOM, J.ADAMS, JUN.'17 - PARKS</u>	06/27/2017	610.99	.00	01-6150 <u>MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	7/17		
Total 5234537:						610.99	.00					
219	FERGUSON ENTERPRISES INC	CM520774		<u>CREDIT MEMO RETURN 3/4 SS 200# THREAD VALVE, T SHAFER, SEWER, MAR 17</u>	03/02/2017	-66.63	.00	21-6150 M & R - <u>SYSTEM</u>	0	6/17		

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Total CM520774:						-66.63	.00					
Total FERGUSON ENTERPRISES INC:						1,835.51	.00					
<b>FIRE EXTINGUISHER CO., INC</b>												
110	FIRE EXTINGUISHER CO., INC	49230		<u>3 EA 450* FUSE LINK, 2 EA FIRE SUPPRESSION SYSTEM, K CLASS FLEXY, SR CTR, JUL 17</u>	06/30/2017	105.00	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1001	7/17		
Total 49230:						105.00	.00					
Total FIRE EXTINGUISHER CO., INC:						105.00	.00					
<b>FLUID CONNECTOR PRODUCTS, INC.</b>												
1083	FLUID CONNECTOR PRODUCTS, INC.	6714502	5765	<u>2 EA 160 PSI GUAGES FOR 10 MILE LIFTSTATION, REPLACEMENT GUAGES, M NADEAU, SEWER, JUNE 17</u>	07/07/2017	74.00	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	7/17		
Total 6714502:						74.00	.00					
Total FLUID CONNECTOR PRODUCTS, INC.:						74.00	.00					
<b>GEM STATE ELECTRIC</b>												
996	GEM STATE ELECTRIC	113778	5437	<u>REBUILD MIXER AND REPAIR THREADS ON ROTOR SHAFT, M.NADEAU, APR.'17</u>	04/06/2017	1,749.53	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
Total 113778:						1,749.53	.00					
996	GEM STATE ELECTRIC	113806	5437	<u>REBUILD MIXER, M.NADEAU, APR.'17</u>	04/26/2017	1,656.84	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
Total 113806:						1,656.84	.00					
996	GEM STATE ELECTRIC	113846	5637	<u>REBUILDING PUMP AT DANSKIN WELL, A.COOK, MAY'17 - WATER</u>	05/22/2017	3,419.32	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	6/17		

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Total 113846:						3,419.32	.00					
Total GEM STATE ELECTRIC:						6,825.69	.00					
<b>HACH COMPANY</b>												
157	HACH COMPANY	10507888	5740	PHOSPHATE LOW RANGE REAGENT SET, STANDARD PHOSPHATE, CHLORINE, CHLORINE INDICATOR AMPULES, SALT BRIDGE, T.SHAFFER, JUN.'17	06/20/2017	599.07	.00	21-6152 M & R - LABORATORY COSTS	0	6/17		
Total 10507888:						599.07	.00					
157	HACH COMPANY	10513714	5740	PHOSPHATE LOW RANGE REAGENT SET, STANDARD PHOSPHATE, CHLORINE, CHLORINE INDICATOR AMPULES, SALT BRIDGE, T.SHAFFER, JUN.'17	06/23/2017	396.00	.00	21-6152 M & R - LABORATORY COSTS	0	7/17		
Total 10513714:						396.00	.00					
Total HACH COMPANY:						995.07	.00					
<b>HD SUPPLY WATERWORKS LTD</b>												
63	HD SUPPLY WATERWORKS LTD	H425386	5793	24 3/4 NEPTUNE METERS, 10 METER LIDS, M DAVILA, WATER, JUN 17	06/30/2017	5,856.80	.00	20-6020 CAPITAL IMPROVEMENTS	0	6/17		
Total H425386:						5,856.80	.00					
Total HD SUPPLY WATERWORKS LTD:						5,856.80	.00					
<b>IDAHO POWER CO</b>												
38	IDAHO POWER CO	062720171		ELECTRIC SERVICE FOR JUNE 2017 - STREET LIGHTS	06/27/2017	528.11	.00	01-6290 UTILITIES	1002	6/17		
Total 062720171:						528.11	.00					

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Total IDAHO POWER CO:						528.11	.00					
<b>IDAHO PRESS TRIBUNE, LLC</b>												
1802	IDAHO PRESS TRIBUNE, LLC	1056608-A	5743	<u>AD#1635550. LEGAL NOTICE, 17-01-ZOA - T.KESNER, JUN.'17</u>	06/28/2017	51.62	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	7/17		
Total 1056608-A:						51.62	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1056608-B		<u>AD#1636251. LEGAL NOTICE, ORDINANCE 2017-09 - ANNEXATION, A.WELKER, JUL.'17</u>	06/28/2017	81.96	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	7/17		
Total 1056608-B:						81.96	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1056608-C	5760	<u>AD#1637500. LEGAL PUBLICATION FOR ASHTON ESTATES, RE-ZONE AND PREPLAT, T. BEHUNIN, JUL.'17 - P &amp; Z</u>	06/28/2017	64.20	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	7/17		
Total 1056608-C:						64.20	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1058456-A	5767	<u>AD#1637957. LEGAL PUBLICATION FOR JSV DEVELOPMENT ZONE CHANGE, T. KESNER, JUL.'17 - P &amp; Z</u>	07/05/2017	61.24	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	7/17		
Total 1058456-A:						61.24	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1058456-B	5799	<u>AD#1640628. LEGAL NOTICE, SPRING HILL PRE-PLAT, P &amp; Z</u>	07/05/2017	60.50	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	7/17		
1802	IDAHO PRESS TRIBUNE, LLC	1058456-B	5799	<u>AD#1640631. LEGAL NOTICE, CAZADOR PRE-PLAT AND ANNEXATION, JUL.'17 - P &amp; Z</u>	07/05/2017	63.46	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	7/17		
Total 1058456-B:						123.96	.00					

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Total IDAHO PRESS TRIBUNE, LLC:						382.98	.00					
<b>INTEGRINET SOLUTIONS, INC.</b>												
1595	INTEGRINET SOLUTIONS, INC.	100749		<u>WORKED ON FIXING R CARDOZA'S ACCT TO WORK WITH HIS IPAD. JUN 17</u>	06/25/2017	39.60	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100749		<u>WORKED ON FIXING R CARDOZA'S ACCT TO WORK WITH HIS IPAD. JUN 17. WATER</u>	06/25/2017	1.76	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100749		<u>WORKED ON FIXING R CARDOZA'S ACCT TO WORK WITH HIS IPAD. JUN 17. SEWER</u>	06/25/2017	1.76	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100749		<u>WORKED ON FIXING R CARDOZA'S ACCT TO WORK WITH HIS IPAD. JUN 17. PI</u>	06/25/2017	.88	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100749		<u>ASSISSTED J MARSH WITH RESETTING USERS PASSWORD AND SIGNING INTO USERS ACCOUNT. JUN 17</u>	06/25/2017	22.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100749		<u>ASSISSTED J MARSH WITH RESETTING USERS PASSWORD AND SIGNING INTO USERS ACCOUNT. JUN 17. WATER</u>	06/25/2017	29.04	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100749		<u>ASSISSTED J MARSH WITH RESETTING USERS PASSWORD AND SIGNING INTO USERS ACCOUNT. JUN 17. SEWER</u>	06/25/2017	29.04	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100749		<u>ASSISSTED J MARSH WITH RESETTING USERS PASSWORD AND SIGNING INTO USERS ACCOUNT. JUN 17. PI</u>	06/25/2017	7.92	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/17		
Total 100749:						132.00	.00					
1595	INTEGRINET SOLUTIONS, INC.	100881		<u>2 YR DOMAIN NAME RENEWAL FOR CITYOFKUNA.COM. JUN 17</u>	06/29/2017	30.80	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	6/17		

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1595	INTEGRINET SOLUTIONS, INC.	100881		<u>2 YR DOMAIN NAME RENEWAL FOR CITYOFKUNA.COM. JUN 17, P&amp;Z</u>	06/29/2017	11.00	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1003	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100881		<u>2 YR DOMAIN NAME RENEWAL FOR CITYOFKUNA.COM. JUN 17, WATER</u>	06/29/2017	28.60	.00	<u>20-6142 MAINT. &amp; REPAIRS- EQUIPMENT</u>	0	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100881		<u>2 YR DOMAIN NAME RENEWAL FOR CITYOFKUNA.COM. JUN 17, SEWER</u>	06/29/2017	28.60	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
1595	INTEGRINET SOLUTIONS, INC.	100881		<u>2 YR DOMAIN NAME RENEWAL FOR CITYOFKUNA.COM. JUN 17, PI</u>	06/29/2017	11.00	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
Total 100881:						110.00	.00					
Total INTEGRINET SOLUTIONS, INC.:						242.00	.00					
<b>INTERMOUNTAIN GAS CO</b>												
37	INTERMOUNTAIN GAS CO	482195000531		<u>NATURAL GAS CONSUMPTION 5-31-17 TO 6-26-17, NWWTP, JUN 17, WATER</u>	06/27/2017	33.69	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	6/17		
37	INTERMOUNTAIN GAS CO	482195000531		<u>NATURAL GAS CONSUMPTION 5-31-17 TO 6-26-17, NWWTP, JUN 17, SEWER</u>	06/27/2017	33.69	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	6/17		
37	INTERMOUNTAIN GAS CO	482195000531		<u>NATURAL GAS CONSUMPTION 5-31-17 TO 6-26-17, NWWTP, JUN 17, PI</u>	06/27/2017	12.84	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	6/17		
Total 4821950005311762617:						80.22	.00					
Total INTERMOUNTAIN GAS CO:						80.22	.00					
<b>J &amp; M SANITATION, INC.</b>												
230	J & M SANITATION, INC.	06232017-062		<u>SANITATION RECEIPT TRANSFER 6/23/17 - 6/29/17</u>	06/29/2017	10,858.60	10,858.60	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	6/17	06/30/2017	
230	J & M SANITATION, INC.	06232017-062		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEE 6/23/17 - 6/29/17</u>	06/29/2017	-1,072.83	-1,072.83	<u>01-4170 FRANCHISE FEES</u>	0	6/17	06/30/2017	

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Total 06232017-06292017:						9,785.77	9,785.77					
230	J & M SANITATION, INC.	062817		<u>MAY RENT FOR 25YD ROLLOFF ON SHORTLINE, MAY 17</u>	06/28/2017	9.90	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/17		
230	J & M SANITATION, INC.	062817		<u>MAY RENT FOR 25YD ROLLOFF ON SHORTLINE, MAY 17, WATER</u>	06/28/2017	8.40	.00	20-6150 M & R - SYSTEM	0	6/17		
230	J & M SANITATION, INC.	062817		<u>MAY RENT FOR 25YD ROLLOFF ON SHORTLINE, MAY 17, SEWER</u>	06/28/2017	8.10	.00	21-6150 M & R - SYSTEM	0	6/17		
230	J & M SANITATION, INC.	062817		<u>MAY RENT FOR 25YD ROLLOFF ON SHORTLINE, MAY 17, PI</u>	06/28/2017	3.60	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	6/17		
Total 062817:						30.00	.00					
230	J & M SANITATION, INC.	063017-07061		<u>SANITATION RECEIPT TRANSFER - 630-17 TO 7-6-17, JULY17</u>	07/07/2017	24,231.86	24,231.86	26-7000 SOLID WASTE SERVICE FEES	0	7/17	07/07/2017	
230	J & M SANITATION, INC.	063017-07061		<u>SANITATION RECEIPT TRANSFER - LESS FRANCHISE FEE, 6-30-17 TO 7-6-17, JULY17</u>	07/07/2017	-2,394.10	-2,394.10	01-4170 FRANCHISE FEES	0	7/17	07/07/2017	
Total 063017-070617:						21,837.76	21,837.76					
230	J & M SANITATION, INC.	6282017		<u>DISPOSAL/SLUDGE REMOVAL, 6-1-17 TO 6-30-17, JUN 17</u>	06/28/2017	5,760.00	.00	21-6153 M & R - SLUDGE DISPOSAL	0	6/17		
Total 6282017:						5,760.00	.00					
Total J & M SANITATION, INC.:						37,413.53	31,623.53					

J-U-B ENGINEERS, INC.

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1236	J-U-B ENGINEERS, INC.	0109387		<u>PROFESSIONAL SERVICES FOR KUNA DOWNTOWN REVITALIZATION, 4-30-17 TO 6- 3-17, JUN 17</u>	06/21/2017	1,000.00	.00	03-6378 <u>EXPENDITURE- CDBG DWNTWN REVIT.</u>	0	6/17		
Total 0109387:						1,000.00	.00					
1236	J-U-B ENGINEERS, INC.	0109540		<u>PROFESSIONAL SERVICES, 4- 30-17 TO 6-3-17, KUNA DOWNTOWN REVITALIZATION, JUN 17</u>	06/26/2017	312.64	.00	03-6378 <u>EXPENDITURE- CDBG DWNTWN REVIT.</u>	0	6/17		
Total 0109540:						312.64	.00					
Total J-U-B ENGINEERS, INC.:						1,312.64	.00					
<b>KELLER ASSOCIATES, INC.</b>												
429	KELLER ASSOCIATES, INC.	0000004-6		<u>LAGOONS NO 6 &amp; 10 SEEPAGE TEST, 05-01-17 TO 05-31-17, SEWER, JUN 17</u>	06/21/2017	2,640.00	.00	21-6166 PP&E <u>PURCHASES - OPERATIONS</u>	1099	6/17		
Total 0000004-6:						2,640.00	.00					
429	KELLER ASSOCIATES, INC.	0000006-4		<u>2017 PRESSURE IRRIGATION PIPELINE PROJECT, PI, JUN 17</u>	06/21/2017	535.00	.00	25-6020 CAPITAL <u>IMPROVEMENTS</u>	1097	6/17		
Total 0000006-4:						535.00	.00					
Total KELLER ASSOCIATES, INC.:						3,175.00	.00					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	A91381	5742	<u>CONCRETE FOR PERGOLA AT PARK, M.MEADE, JUN.'17</u>	06/20/2017	26.32	.00	01-6150 <u>MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	6/17		
Total A91381:						26.32	.00					

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499	KUNA LUMBER	A91608	5784	<u>SPRINKLER HEADS FOR BERNIE FISHER PARK, M.MEADE, JUN.'17</u>	06/28/2017	19.49	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	6/17		
Total A91608:						19.49	.00					
499	KUNA LUMBER	A91636	5797	<u>SPRINKLER PARTS FOR PROJECT BEHIND SKATE PARK, J CRUMPTON, JUN 17</u>	06/29/2017	27.49	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	6/17		
Total A91636:						27.49	.00					
499	KUNA LUMBER	A91726	5811	<u>STAY SHARP TOOL, J.CRUMPTON, JUL.'17 - PARKS</u>	07/06/2017	13.48	.00	<u>01-6175 SMALL TOOLS</u>	1004	7/17		
Total A91726:						13.48	.00					
499	KUNA LUMBER	A91741	5818	<u>T NUTS, FOR CLIMB WALL AT BERNIE FISHER, J CRUMPTON, PARKS, JULY 17</u>	07/06/2017	1.66	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	7/17		
Total A91741:						1.66	.00					
499	KUNA LUMBER	A91762	5825	<u>CHAIN FOR SWINGS TO BE LOWERED AT BERNIE FISHER, J CRUMPTON, PARKS, JULY 17</u>	07/07/2017	38.56	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	7/17		
Total A91762:						38.56	.00					
499	KUNA LUMBER	B102110	5774	<u>6 VOLT BATTERIES, MARKING PAINT, KEEL CRAYON, J COULTER, BLDG INSP. JUNE 17</u>	06/27/2017	16.79	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1005	6/17		
Total B102110:						16.79	.00					

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499	KUNA LUMBER	B102132	5779	<u>COWHIDE GLOVES FOR MENDING A FENCE AT THE FARM, M.FISETTE, JUN.'17 - FARM</u>	06/28/2017	23.38	.00	<u>21-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	6/17		
Total B102132:						23.38	.00					
499	KUNA LUMBER	B102137	5778	<u>SUPPLIES TO REPAIR PICNIC TABLES, 25 2X12 12' LUMBER, M.MEADE, JUN.'17 - PARKS</u>	06/28/2017	427.28	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	7/17		
Total B102137:						427.28	.00					
499	KUNA LUMBER	B102142		<u>15 EA 2X8 12', 10 EA 2X10 12' WOOD FOR PICNIC TABLES, PARKS, JUN 17</u>	06/28/2017	260.78	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	6/17		
499	KUNA LUMBER	B102142		<u>RETURNED 25 2X12 12' WOOD FOR PICNIC TABLES, PARKS, JUN 17</u>	06/28/2017	-427.28	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	6/17		
Total B102142:						-166.50	.00					
499	KUNA LUMBER	B102171	5791	<u>PVC NIPPLE, TEES, BUSHING, SLIP CROSS, ELBOW FOR REPAIRS ON GREENBELT, J.MORFIN, JUN.'17</u>	06/29/2017	15.97	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	6/17		
Total B102171:						15.97	.00					
499	KUNA LUMBER	B102179	5794	<u>PIPE TAPE FOR PROJECT BEHIND SKATE PARK, J.CRUMPTON, JUN.'17</u>	06/29/2017	9.52	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	6/17		
Total B102179:						9.52	.00					

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499	KUNA LUMBER	B102228	5798	<u>PAIN, DROP CLOTHS, FOR NEW SHELTERS, B.WITHROW, JUN.'17</u>	06/30/2017	85.53	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	6/17		
Total B102228:						85.53	.00					
499	KUNA LUMBER	B102328	5812	<u>INSULATION FOR 2" METER INSTALLS, B.BURR, JUL.'17</u>	07/06/2017	30.40	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	7/17		
Total B102328:						30.40	.00					
499	KUNA LUMBER	B102332	5813	<u>NUTS, BOLTS, SPRAY PAINT, REPAIR BIKE RACK AND CLIMBING WALL FOR BERNIE FISHER PARK, J.CRUMPTON, JUL.'17 - PARKS</u>	07/06/2017	34.87	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	7/17		
Total B102332:						34.87	.00					
499	KUNA LUMBER	E7693	5808	<u>FEMALE CONNECTORS, STOCK ITEM, T.FLEMING, SEWER, JUL.'17</u>	07/05/2017	9.90	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	7/17		
Total E7693:						9.90	.00					
Total KUNA LUMBER:						614.14	.00					
<b>LEXIS NEXIS MATTHEW BENDER</b>												
256	LEXIS NEXIS MATTHEW BENDER	93962851		<u>ID CODE 17 SUPP PKG/INDEX/3 VOLS, JUN 17</u>	06/15/2017	64.17	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	0	6/17		
256	LEXIS NEXIS MATTHEW BENDER	93962851		<u>ID CODE 17 SUPP PKG/INDEX/3 VOLS, JUN 17, P&amp;Z</u>	06/15/2017	325.44	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	6/17		
256	LEXIS NEXIS MATTHEW BENDER	93962851		<u>ID CODE 17 SUPP PKG/INDEX/3 VOLS, JUN 17, WATER</u>	06/15/2017	27.50	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	6/17		

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256	LEXIS NEXIS MATTHEW BENDER	93962851		ID CODE 17 SUPP PKG/INDEX/3 VOLS. JUN 17, SEWER	06/15/2017	13.75	.00	21-6202 PROFESSIONAL SERVICES	0	6/17		
256	LEXIS NEXIS MATTHEW BENDER	93962851		ID CODE 17 SUPP PKG/INDEX/3 VOLS. JUN 17, PI	06/15/2017	27.50	.00	25-6202 PROFESSIONAL SERVICES	0	6/17		
Total 93962851:						458.36	.00					
Total LEXIS NEXIS MATTHEW BENDER:						458.36	.00					
<b>NEOFUNDS BY NEOPOST</b>												
1770	NEOFUNDS BY NEOPOST	06302017NEO		POSTAGE METER REFILL, JUN.'17 - ADMIN	06/30/2017	114.75	.00	01-6190_P0STAGE & BILLING	0	6/17		
1770	NEOFUNDS BY NEOPOST	06302017NEO		POSTAGE METER REFILL, JUN.'17 - P & Z	06/30/2017	16.39	.00	01-6190_P0STAGE & BILLING	1003	6/17		
1770	NEOFUNDS BY NEOPOST	06302017NEO		POSTAGE METER REFILL, JUN.'17 - WATER	06/30/2017	174.86	.00	20-6190_P0STAGE & BILLING	0	6/17		
1770	NEOFUNDS BY NEOPOST	06302017NEO		POSTAGE METER REFILL, JUN.'17 - SEWER	06/30/2017	174.86	.00	21-6190_P0STAGE & BILLING	0	6/17		
1770	NEOFUNDS BY NEOPOST	06302017NEO		POSTAGE METER REFILL, JUN.'17 - P.I	06/30/2017	65.59	.00	25-6190_P0STAGE & BILLING	0	6/17		
Total 06302017NEO:						546.45	.00					
Total NEOFUNDS BY NEOPOST:						546.45	.00					
<b>NEOPOST USA INC</b>												
615	NEOPOST USA INC	N6629354		MAIL METERING LEASE PAYMENT, 8/5/17-11/4/17 - ADMIN	07/04/2017	135.72	.00	01-6190_P0STAGE & BILLING	0	7/17		
615	NEOPOST USA INC	N6629354		MAIL METERING LEASE PAYMENT, 8/5/17-11/4/17 - P&Z	07/04/2017	19.39	.00	01-6190_P0STAGE & BILLING	1003	7/17		
615	NEOPOST USA INC	N6629354		MAIL METERING LEASE PAYMENT, 8/5/17-11/4/17 - WATER	07/04/2017	206.81	.00	20-6190_P0STAGE & BILLING	0	7/17		

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615	NEOPOST USA INC	N6629354		<u>MAIL METERING LEASE PAYMENT, 8/5/17-11/4/17 - SEWER</u>	07/04/2017	206.81	.00	<u>21-6190_POSTAGE &amp; BILLING</u>	0	7/17		
615	NEOPOST USA INC	N6629354		<u>MAIL METERING LEASE PAYMENT, 8/5/17-11/4/17 - P.I</u>	07/04/2017	77.56	.00	<u>25-6190_POSTAGE &amp; BILLING</u>	0	7/17		
Total N6629354:						646.29	.00					
Total NEOPOST USA INC:						646.29	.00					
<b>PARTS, INC.</b>												
470	PARTS, INC.	140883	5729	<u>MOTOR TUNE-UP FOR THE SPREADER, J.MORFIN, JUN.'15</u>	06/14/2017	11.49	.00	<u>01-6142_MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	6/17		
Total 140883:						11.49	.00					
470	PARTS, INC.	141598	5761	<u>FANBELTS, COUPLER, AND PLUG FOR AC UNITS FOR CITY HALL, B BACHMAN, JUNE 17</u>	06/23/2017	11.17	.00	<u>01-6140_MAINT. &amp; REPAIR BUILDING</u>	0	6/17		
470	PARTS, INC.	141598	5761	<u>FANBELTS, COUPLER, AND PLUG FOR AC UNITS FOR CITY HALL, B BACHMAN, JUNE 17 - P &amp; Z</u>	06/23/2017	3.99	.00	<u>01-6140_MAINT. &amp; REPAIR BUILDING</u>	1003	6/17		
470	PARTS, INC.	141598	5761	<u>FANBELTS, COUPLER, AND PLUG FOR AC UNITS FOR CITY HALL, B BACHMAN, JUNE 17 - WATER</u>	06/23/2017	10.38	.00	<u>20-6140_MAINT. &amp; REPAIR BUILDING</u>	0	6/17		
470	PARTS, INC.	141598	5761	<u>FANBELTS, COUPLER, AND PLUG FOR AC UNITS FOR CITY HALL, B BACHMAN, JUNE 17 - SEWER</u>	06/23/2017	10.38	.00	<u>21-6140_MAINT &amp; REPAIR BUILDING</u>	0	6/17		
470	PARTS, INC.	141598	5761	<u>FANBELTS, COUPLER, AND PLUG FOR AC UNITS FOR CITY HALL, B BACHMAN, JUNE 17 - P.I</u>	06/23/2017	3.99	.00	<u>25-6140_MAINT &amp; REPAIR BUILDING</u>	0	6/17		
470	PARTS, INC.	141598	5761	<u>REPLACEMENT AIR HOSE FOR AIR COMPRESSOR, JUN.'17 - ADMIN</u>	06/23/2017	34.92	.00	<u>01-6142_MAINT. &amp; REPAIR - EQUIPMENT</u>	0	6/17		



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				JUN.'17 - SEWER	06/29/2017	88.49	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/17		
	Total 142116:					88.49	.00					
470	PARTS, INC.	142378		TAPE AND CONNECTOR KIT FOR REPAIRS ON THE KUBOTA SPRAYER, JUL.'17	07/03/2017	5.64	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	7/17		
	Total 142378:					5.64	.00					
470	PARTS, INC.	142586	5815	6 GAL ANTIFREEZE FOR THE FLEET, B.GILLOGLY, JUL.'17 - ADMIN	07/06/2017	24.12	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	7/17		
470	PARTS, INC.	142586	5815	6 GAL ANTIFREEZE FOR THE FLEET, B.GILLOGLY, JUL.'17 - WATER	07/06/2017	9.65	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	7/17		
470	PARTS, INC.	142586	5815	6 GAL ANTIFREEZE FOR THE FLEET, B.GILLOGLY, JUL.'17 - WATER	07/06/2017	9.65	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	7/17		
470	PARTS, INC.	142586	5815	6 GAL ANTIFREEZE FOR THE FLEET, B.GILLOGLY, JUL.'17 - P.I	07/06/2017	4.82	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	7/17		
	Total 142586:					48.24	.00					
	Total PARTS, INC.:					380.00	.00					
<b>RIDLEY'S FOOD CORP</b>												
1673	RIDLEY'S FOOD CORP	005000821134	5788	ICE FOR SNOW CONES WITH THE MAYOR, JUN.'17	06/29/2017	43.67	.00	01-6155 MEETINGS/COMMI TTES	1031	6/17		
1673	RIDLEY'S FOOD CORP	005000821134	5788	FRUIT AND VEGIE TRAY FOR THE VOLUNTEER APPRECIATION BBQ, A.BARKULIS, JUN.'17	06/29/2017	16.39	.00	01-6045 CONTINGENCY	1115	6/17		

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1673	RIDLEY'S FOOD CORP	005000821134	5788	<u>FRUIT AND VEGIE TRAY FOR THE VOLUNTEER APPRECIATION BBQ. A.BARKULIS, JUN.'17</u>	06/29/2017	16.00	.00	20-6045 <u>CONTINGENCY</u>	1115	6/17		
1673	RIDLEY'S FOOD CORP	005000821134	5788	<u>FRUIT AND VEGIE TRAY FOR THE VOLUNTEER APPRECIATION BBQ. A.BARKULIS, JUN.'17</u>	06/29/2017	16.00	.00	21-6045 <u>CONTINGENCY</u>	1115	6/17		
1673	RIDLEY'S FOOD CORP	005000821134	5788	<u>FRUIT AND VEGIE TRAY FOR THE VOLUNTEER APPRECIATION BBQ. A.BARKULIS, JUN.'17</u>	06/29/2017	16.00	.00	25-6045 <u>CONTINGENCY FUND</u>	1115	6/17		
Total 005000821134-448:						108.06	.00					
Total RIDLEY'S FOOD CORP:						108.06	.00					
<b>SHARP ELECTRONICS CORP-METERED</b>												
1806	SHARP ELECTRONICS CORP- METERED	11208165		<u>EXCESS METER READING, MX2615N, 5/1/17-5/31/17, PARKS</u>	06/30/2017	15.81	.00	01-6142 MAINT. & REPAIR - <u>EQUIPMENT</u>	1004	7/17		
1806	SHARP ELECTRONICS CORP- METERED	11208165		<u>EXCESS METER READING, MX2615N, 5/1/17-5/31/17, WATER</u>	06/30/2017	25.47	.00	20-6142 MAINT. & REPAIRS - <u>EQUIPMENT</u>	0	7/17		
1806	SHARP ELECTRONICS CORP- METERED	11208165		<u>EXCESS METER READING, MX2615N, 5/1/17-5/31/17, SEWER</u>	06/30/2017	31.62	.00	21-6142 MAINT. & REPAIRS - <u>EQUIPMENT</u>	0	7/17		
1806	SHARP ELECTRONICS CORP- METERED	11208165		<u>EXCESS METER READING, MX2615N, 5/1/17-5/31/17, P.I</u>	06/30/2017	14.92	.00	25-6142 MAINT. & REPAIRS - <u>EQUIPMENT</u>	0	7/17		
Total 11208165:						87.82	.00					
Total SHARP ELECTRONICS CORP-METERED:						87.82	.00					
<b>TATES RENTS, INC.</b>												
59	TATES RENTS, INC.	W24449-14	5737	<u>COIL FOR THE TURF TENDER, B.GILLOGLY, JUN.'17 - PARKS</u>	06/16/2017	62.51	.00	01-6142 MAINT. & REPAIR - <u>EQUIPMENT</u>	1004	6/17		

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Total W24449-14:						62.51	.00					
Total TATES RENTS, INC.:						62.51	.00					
<b>THE JORDEL COMPANY</b>												
1523	THE JORDEL COMPANY	00000000020	5694	<u>CORRECTION NOTICE STICKERS, LARGE ORANGE, PERFORATED, J COULTER, BLDG INSP, JUNE 17</u>	06/07/2017	80.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	6/17		
Total 00000000020:						80.00	.00					
1523	THE JORDEL COMPANY	00000000024	5702	<u>FINAL INSPECTION AND ROUGH ELECTRICAL INSPECTION STICKERS, BLDG INSP, JUNE 17</u>	06/06/2017	62.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	6/17		
Total 00000000024:						62.00	.00					
Total THE JORDEL COMPANY:						142.00	.00					
<b>TREASURE VALLEY COFFEE</b>												
992	TREASURE VALLEY COFFEE	2160:05113545	5803	<u>1 CASE COFFEE, 2 CANISTERS CREAMER, JUL.'17</u>	07/03/2017	58.70	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	7/17		
Total 2160:05113545:						58.70	.00					
992	TREASURE VALLEY COFFEE	2160:05121533	5826	<u>1 COOLER RENT AND 7 BOTTLES WATER, FOR MAINTENANCE DEPT, JULY 17</u>	07/07/2017	48.15	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	7/17		
Total 2160:05121533:						48.15	.00					
Total TREASURE VALLEY COFFEE:						106.85	.00					
<b>U.S. BANK (VISA)</b>												
1444	U.S. BANK (VISA)	104371590101		<u>HOME DEPOT, GRAFFITI REMOVER, JUN.'17</u>	06/07/2017	23.91	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS -</u>				

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								SYSTEM	1004	6/17		
1444	U.S. BANK (VISA)	104371590101		<u>HOME DEPOT, REPLACEMENT DEWALT BATTERY, JUN.'17</u>	06/07/2017	99.00	.00	01-6175 <u>SMALL TOOLS</u>	1004	6/17		
Total 10437159010195347111:						122.91	.00					
1444	U.S. BANK (VISA)	263871544000	5684	<u>WALMART, MOVIES FOR MOVIE NIGHT IN THE PARK, C.OSWALD, JUN.'17 -</u>	06/02/2017	165.64	.00	03-6375 <u>EXPENDITURE- MOVIES IN THE PAR</u>	0	6/17		
1444	U.S. BANK (VISA)	263871544000		<u>WALMART, 2 EA. 4-SQUARE BALLS, RANGER PROGRAM, C.OSWALD, JUN.'17</u>	06/02/2017	9.76	.00	01-6265 <u>TRAINING &amp; SCHOOLING</u>	1086	6/17		
Total 26387154400006666403:						175.40	.00					
1444	U.S. BANK (VISA)	378971722065	5747	<u>BUREAU OF OCCUPATIONAL LICENSE, LICENSE RENEWAL, DWD II, M.DAVILA, JUN.'17</u>	06/20/2017	52.00	.00	20-6075 <u>DUES &amp; MEMBERSHIPS</u>	0	6/17		
1444	U.S. BANK (VISA)	378971722065	5747	<u>BUREAU OF OCCUPATIONAL LICENSE, LICENSE RENEWAL, DWD II, M.DAVILA, JUN.'17</u>	06/20/2017	13.00	.00	25-6075 <u>DUES &amp; MEMBERSHIPS EXPENSE</u>	0	6/17		
Total 37897172206516500558:						65.00	.00					
1444	U.S. BANK (VISA)	606271654185	5726	<u>VICTORIO, SNOW CONE SYRUP, MAYOR'S SNOW CONE NIGHT, A.BARKULUS, JUN.'17</u>	06/13/2017	20.94	.00	01-6155 <u>MEETINGS/COMMI TTEES</u>	1031	6/17		
Total 60627165418501442607:						20.94	.00					
1444	U.S. BANK (VISA)	640771739290	5754	<u>CASH &amp; CARRY, SUPPLIES FOR THE SNOW CONES WITH THE MAYOR, A.BARKULIS, JUN.'17</u>	06/22/2017	56.21	.00	01-6155 <u>MEETINGS/COMMI TTEES</u>	1031	6/17		
Total 64077173929000239914:						56.21	.00					

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1444	U.S. BANK (VISA)	753971569000	5691	JHL SUPPLY CAMPING SURVIVAL.COM, PARACORD FOR THE RANGER PROGRAM, C.OSWALD, JUN.'17	06/05/2017	42.37	.00	01-6265 TRAINING & SCH00LING	1086	6/17		
Total 75397156900016662968:						42.37	.00					
1444	U.S. BANK (VISA)	893071530155	5665	OTC BRANDS INC. 50 BANDANAS FOR DOWN AND DIRTY MUD RUN, A.BARKULIS, JUN.'17	06/01/2017	549.45	.00	01-6265 TRAINING & SCH00LING	1086	6/17		
Total 89307153015502221376:						549.45	.00					
1444	U.S. BANK (VISA)	921571678943	5731	IDAHO INFLATABLES, RENTAL OF WATER SLIDE FOR THE KUNA ART SHOW	06/16/2017	300.00	.00	01-4185 MISCELLANEOUS INCOME	0	6/17		
Total 92157167894396909267:						300.00	.00					
1444	U.S. BANK (VISA)	921571678943	5730	IDAHO INFLATABLES, RENTAL OF WATER SLIDE FOR SNOW CONES W/THE MAYOR, JUN.'17	06/16/2017	235.00	.00	01-6155 MEETINGS/COMMI TEES	1031	6/17		
Total 92157167894396946079:						235.00	.00					
1444	U.S. BANK (VISA)	921571678944	5734	NORTHWEST COMM DEVELOPMENT INST, REGISTRATION FOR J.HELLMAN AND T.BEHUNIN, W.HOWELL, JUN.'17	06/16/2017	650.00	.00	01-6075 DUES & MEMBERSHIPS	1003	7/17		
Total 92157167894404008235:						650.00	.00					
1444	U.S. BANK (VISA)	921671450008	5653	FLOWERS FOR MRS.BORZICK'S DELIVERY, C.OSWALD, MAY'17	05/25/2017	34.95	.00	01-6160 MISCELLANEOUS EXPENSES	0	6/17		
Total 92167145000877831277:						34.95	.00					

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1444	U.S. BANK (VISA)	921671520001	5677	<u>LOWES. 4 SPRINGS TO REPAIR IN-GROUND SCREEN, WELL #3, B BACHMAN, JUN.'17 - WATER</u>	06/01/2017	21.08	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	6/17		
Total 92167152000122464361:						21.08	.00					
1444	U.S. BANK (VISA)	921671741006	5748	<u>STUDY MATERIALS, C.DEYOUNG, JUN.'17</u>	06/23/2017	119.60	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	6/17		
1444	U.S. BANK (VISA)	921671741006	5748	<u>STUDY MATERIALS, C.DEYOUNG, JUN.'17</u>	06/23/2017	29.90	.00	<u>25-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	6/17		
Total 92167174100641872161:						149.50	.00					
1444	U.S. BANK (VISA)	990071602950	5709	<u>BEST BUY. 3 LAPTOPS FOR PARKS DEPT. C.OSWALD, JUN.'17</u>	06/09/2017	847.57	.00	<u>01-6175 SMALL TOOLS</u>	1004	6/17		
Total 99007160295064044676:						847.57	.00					
Total U.S. BANK (VISA):						3,270.38	.00					
<b>UNITED LABORATORIES</b>												
312	UNITED LABORATORIES	INV192941	5728	<u>6 EA MOISTURE BARRIER ELEC LUBE, 6 EA QUIK BREAK N-FLAME OIL, 1 EA, SURROUND OIL SPILL ENCLOSURE, 3 EA RIP N-GRIP SILICONE TAPE, T.SHAFER, JUN.'17 - SEWER</u>	06/16/2017	474.10	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	6/17		
Total INV192941:						474.10	.00					
Total UNITED LABORATORIES:						474.10	.00					
<b>UNITED OIL</b>												
316	UNITED OIL	0374717		<u>1500 GALLONS OF UNLEADED, T.SHAFER</u>	06/27/2017	3,542.10	.00	<u>21-6300 FUEL</u>	0	6/17		

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Total 0374717:						3,542.10	.00					
316	UNITED OIL	0477525		<u>55 GALLONS TURBINE OIL AND A DRUM, FOR THE FARM, T.FLEMING, JUN.'17</u>	06/28/2017	797.75	.00	<u>21-6090 FARM EXPENDITURES</u>	0	6/17		
Total 0477525:						797.75	.00					
Total UNITED OIL:						4,339.85	.00					
<b>UNIVAR USA, INC.</b>												
1410	UNIVAR USA, INC.	NA586098	5755	<u>ALUMINUM SULFATE, T.SHAFFER, JUN.'17</u>	06/30/2017	5,321.41	.00	<u>21-6151 M &amp; R - PROCESS CHEMICALS</u>	0	6/17		
Total NA586098:						5,321.41	.00					
Total UNIVAR USA, INC.:						5,321.41	.00					
<b>USA BLUE BOOK</b>												
265	USA BLUE BOOK	297501	5783	<u>1 EA DIFFERENTIAL PH SENSOR W/RETAINER RING, T.SHAFFER, JUN.'17</u>	06/28/2017	723.30	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	6/17		
Total 297501:						723.30	.00					
265	USA BLUE BOOK	297669	5783	<u>MANHOLE GREASE SCRAPER AND FIBERGLASS POLE, PLUS FREIGHT, T.SHAFFER, JUN.'17</u>	06/28/2017	170.16	.00	<u>21-6175 SMALL TOOLS</u>	0	6/17		
265	USA BLUE BOOK	297669	5783	<u>20 BOXES NITRILE DISPOSABLE GLOVES (10 L &amp; 10 XL), PLUS FREIGHT, T.SHAFFER, JUN.'17</u>	06/28/2017	331.09	.00	<u>21-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	6/17		
265	USA BLUE BOOK	297669	5783	<u>5 EA. 30' AVOCADO FLOAT SWITCH, PLUS FREIGHT, T.SHAFFER, JUN.'17</u>	06/28/2017	251.24	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	6/17		
265	USA BLUE BOOK	297669	5783	<u>1 EA. BLANKING AGENT FOR ULR CHLORIINE, PLUS FREIGHT, T.SHAFFER, JUN.'17</u>	06/28/2017	14.24	.00	<u>21-6152 M &amp; R - LABORATORY COSTS</u>	0	6/17		

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Total 297669:						766.73	.00					
Total USA BLUE BOOK:						1,490.03	.00					
<b>UTILITY REFUNDS #3</b>												
1863	UTILITY REFUNDS #3	140540.00		<u>EMERALD 50 INVESTMENTS, 914 E JACKPOT ST. UTILITY REFUND</u>	06/28/2017	75.19	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 140540.00:						75.19	.00					
1863	UTILITY REFUNDS #3	150150.02		<u>BRYCE D SCHOUTEN, 694 W WHITE FANG ST. UTILITY REFUND</u>	07/06/2017	126.13	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 150150.02:						126.13	.00					
1863	UTILITY REFUNDS #3	151160.01		<u>JESSICA BINDER, 1178 N BLACK WOLF AVE. UTILITY REFUND</u>	07/11/2017	59.59	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 151160.01:						59.59	.00					
1863	UTILITY REFUNDS #3	161055.02		<u>TOEPCO DEVELOPMENT, 415 W CASE ST. UTILITY REFUND</u>	07/11/2017	79.20	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 161055.02:						79.20	.00					
1863	UTILITY REFUNDS #3	161075.01		<u>JAMES C DENTON, 351 W CASE ST. UTILITY REFUND</u>	07/11/2017	83.59	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 161075.01:						83.59	.00					
1863	UTILITY REFUNDS #3	170875.01		<u>JAMES C SHRIMPLIN, 607 S STIBNITE AVE. UTILITY REFUND</u>	06/29/2017	55.31	.00	99-1075 Utility Cash Clearing	0	6/17		

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Total 170875.01:						55.31	.00					
1863	UTILITY REFUNDS #3	180470.03		<u>JASON B HARLOW, 1197 N EL CAMINO AVE. UTILITY REFUND</u>	06/29/2017	35.08	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 180470.03:						35.08	.00					
1863	UTILITY REFUNDS #3	182310.04		<u>NATALIE LANGSTON, 1496 W KESLER DR. UTILITY REFUND</u>	07/11/2017	68.35	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 182310.04:						68.35	.00					
1863	UTILITY REFUNDS #3	190900.02		<u>KYLE DUFF, 427 W BIG RACK ST. UTILITY REFUND</u>	06/29/2017	90.52	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 190900.02:						90.52	.00					
1863	UTILITY REFUNDS #3	201690.02		<u>WADE OVERSON, 462 E NORTHRIDGE DR. UTILITY REFUND</u>	06/29/2017	18.34	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 201690.02:						18.34	.00					
1863	UTILITY REFUNDS #3	221285.01		<u>CBH, 1130 S TOMEN AVE. UTILITY REFUND</u>	07/05/2017	44.43	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 221285.01:						44.43	.00					
1863	UTILITY REFUNDS #3	240005.01		<u>SHARON BARTMASSER, 831 E FOURTH ST. UTILITY REFUND</u>	07/11/2017	8.15	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 240005.01:						8.15	.00					
1863	UTILITY REFUNDS #3	250290.01		<u>DEREK H POPPELL, 1044 S LIBRARY AVE. UTILITY REFUND</u>	07/11/2017	86.90	.00	99-1075 Utility Cash Clearing	0	7/17		

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Total 250290.01:						86.90	.00					
1863	UTILITY REFUNDS #3	251080.02		<u>KARL STOLTZ, 350 W PLAYGROUND ST. UTILITY REFUND</u>	07/05/2017	51.60	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 251080.02:						51.60	.00					
1863	UTILITY REFUNDS #3	260310.02		<u>BETTY A PLANK, 1818 N BISQUE AVE. UTILITY REFUND</u>	06/29/2017	39.08	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 260310.02:						39.08	.00					
1863	UTILITY REFUNDS #3	264110.01		<u>CBH, 1906 W CRENSHAW ST. UTILITY REFUND</u>	06/29/2017	51.08	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 264110.01:						51.08	.00					
1863	UTILITY REFUNDS #3	264525.01		<u>CBH, 1941 W CRENSHAW ST. UTILITY REFUND</u>	06/29/2017	63.14	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 264525.01:						63.14	.00					
1863	UTILITY REFUNDS #3	268012.01		<u>CBH, 2756 W AQUAMARINE ST. UTILITY REFUND</u>	06/29/2017	58.68	.00	99-1075 Utility Cash Clearing	0	6/17		
Total 268012.01:						58.68	.00					
1863	UTILITY REFUNDS #3	268013.01		<u>CBH, 2734 W AQUAMARINE ST. UTILITY REFUND</u>	07/06/2017	39.88	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 268013.01:						39.88	.00					
1863	UTILITY REFUNDS #3	280595.01		<u>TRADITION CAPITAL PARTNERS, 1121 W TANZANITE DR. UTILITY REFUND</u>	07/11/2017	142.55	.00	99-1075 Utility Cash Clearing	0	7/17		

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 280595.01:						142.55	.00					
1863	UTILITY REFUNDS #3	303003.01		<u>HUBBLE HOMES, 2400 N HOSE GULCH AVE, UTILITY REFUND</u>	07/05/2017	4.38	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 303003.01:						4.38	.00					
1863	UTILITY REFUNDS #3	310004.01		<u>TOLL ID I LLC, 9301 S MACADAN WAY, UTILITY REFUND</u>	07/06/2017	52.04	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 310004.01:						52.04	.00					
1863	UTILITY REFUNDS #3	310049.02		<u>PEGGY S WARE, 1245 W SELDOVIA DR, UTILITY REFUND</u>	06/29/2017	75.66	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 310049.02:						75.66	.00					
1863	UTILITY REFUNDS #3	310100.01		<u>TIMBERMIST, 9385 S UPDALE AVE, UTILITY REFUND</u>	07/06/2017	52.04	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 310100.01:						52.04	.00					
1863	UTILITY REFUNDS #3	310116.01		<u>TOLL ID I LLC, 9296 S COPELAND WAY, UTILITY REFUND</u>	07/06/2017	35.32	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 310116.01:						35.32	.00					
1863	UTILITY REFUNDS #3	310123.01		<u>TIMBERMIST, 1380 W SAGWON DR, UTILITY REFUND</u>	07/06/2017	26.20	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 310123.01:						26.20	.00					
1863	UTILITY REFUNDS #3	310130.01		<u>TOLL ID I LLC, 1377 W SAGWON DR, UTILITY REFUND</u>	06/29/2017	49.14	.00	99-1075 Utility Cash Clearing	0	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 310130.01:						49.14	.00					
1863	UTILITY REFUNDS #3	40610.01		<u>KERENE MILLER, 408 W 4TH ST. UTILITY REFUND</u>	07/06/2017	10.64	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 40610.01:						10.64	.00					
Total UTILITY REFUNDS #3:						1,582.21	.00					
<b>UTILITY TRAILER SALES OF IDAHO, INC.</b>												
1641	UTILITY TRAILER SALES OF IDAHO, INC.	AI10750		<u>20 EA GREASE TUBES, FOR FLEET, JUN.'17</u>	06/29/2017	24.70	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/17		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	AI10750		<u>20 EA GREASE TUBES, FOR FLEET, JUN.'17 - WATER</u>	06/29/2017	9.88	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/17		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	AI10750		<u>20 EA GREASE TUBES, FOR FLEET, JUN.'17 - SEWER</u>	06/29/2017	9.88	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/17		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	AI10750		<u>20 EA GREASE TUBES, FOR FLEET, JUN.'17 - PI</u>	06/29/2017	4.94	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	6/17		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	AI10750		<u>18 EA. ORANGE MESH FLAGS, REPLACEMENTS FOR CROSSWALKS, JUN.'17</u>	06/29/2017	97.38	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	7/17		
Total AI10750:						146.78	.00					
Total UTILITY TRAILER SALES OF IDAHO, INC.:						146.78	.00					
<b>VALLI INFORMATION SYSTEMS, INC</b>												
857	VALLI INFORMATION SYSTEMS, INC	42376		<u>ESTATEMENT AND POSTAGE FOR JUN'17 - ADMIN</u>	06/30/2017	1,010.73	.00	01-6190 POSTAGE & BILLING	0	6/17		
857	VALLI INFORMATION SYSTEMS, INC	42376		<u>ESTATEMENT AND POSTAGE FOR JUN'17 - WATER</u>	06/30/2017	1,588.29	.00	20-6190 POSTAGE & BILLING	0	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
857	VALLI INFORMATION SYSTEMS, INC	42376		<u>ESTATEMENT AND POSTAGE FOR JUN'17 - SEWER</u>	06/30/2017	1,588.29	.00	<u>21-6190_POSTAGE &amp; BILLING</u>	0	6/17		
857	VALLI INFORMATION SYSTEMS, INC	42376		<u>ESTATEMENT AND POSTAGE FOR JUN'17 - P.I</u>	06/30/2017	625.68	.00	<u>25-6190_POSTAGE &amp; BILLING</u>	0	6/17		
Total 42376:						4,812.99	.00					
857	VALLI INFORMATION SYSTEMS, INC	42377		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR JUN.'17 - ADMIN</u>	06/30/2017	73.31	.00	<u>01-6190_POSTAGE &amp; BILLING</u>	0	6/17		
857	VALLI INFORMATION SYSTEMS, INC	42377		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR JUN.'17 - WATER</u>	06/30/2017	115.21	.00	<u>20-6190_POSTAGE &amp; BILLING</u>	0	6/17		
857	VALLI INFORMATION SYSTEMS, INC	42377		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR JUN.'17 - SEWER</u>	06/30/2017	115.21	.00	<u>21-6190_POSTAGE &amp; BILLING</u>	0	6/17		
857	VALLI INFORMATION SYSTEMS, INC	42377		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR JUN.'17 - P.I</u>	06/30/2017	45.38	.00	<u>25-6190_POSTAGE &amp; BILLING</u>	0	6/17		
Total 42377:						349.11	.00					
Total VALLI INFORMATION SYSTEMS, INC:						5,162.10	.00					
<b>VERIZON WIRELESS</b>												
1575	VERIZON WIRELESS	9788342368		<u>CELL SERVICE, 5/29-6/28/17 - ADMIN</u>	06/28/2017	62.08	.00	<u>01-6255 TELEPHONE</u>	0	6/17		
1575	VERIZON WIRELESS	9788342368		<u>CELL SERVICE, 5/29-6/28/17 - PARKS</u>	06/28/2017	354.76	.00	<u>01-6255 TELEPHONE</u>	1004	6/17		
1575	VERIZON WIRELESS	9788342368		<u>CELL SERVICE, 5/29-6/28/17 - BUILDING INSPECTION</u>	06/28/2017	53.21	.00	<u>01-6255 TELEPHONE</u>	1005	6/17		
1575	VERIZON WIRELESS	9788342368		<u>CELL SERVICE, 5/29-6/28/17 - WATER</u>	06/28/2017	274.05	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	6/17		
1575	VERIZON WIRELESS	9788342368		<u>CELL SERVICE, 5/29-6/28/17 - SEWER</u>	06/28/2017	336.13	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	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
1575	VERIZON WIRELESS	9788342368		<u>CELL SERVICE, 5/29-6/28/17 - PI</u>	06/28/2017	72.73	.00	25-6255 TELEPHONE EXPENSE	0	6/17		
Total 9788342368:						1,152.96	.00					
1575	VERIZON WIRELESS	9788431329		<u>TABLET SERVICE, 6/2/17-7/1/17 - ADMIN</u>	07/01/2017	3.97	.00	01-6255 TELEPHONE	0	6/17		
1575	VERIZON WIRELESS	9788431329		<u>TABLET SERVICE, 6/2/17-7/1/17 - PARKS</u>	07/01/2017	8.73	.00	01-6255 TELEPHONE	1004	6/17		
1575	VERIZON WIRELESS	9788431329		<u>TABLET SERVICE, 6/2/17-7/1/17 - BUILDING INSPECTION</u>	07/01/2017	17.46	.00	01-6255 TELEPHONE	1005	6/17		
1575	VERIZON WIRELESS	9788431329		<u>TABLET SERVICE, 6/2/17-7/1/17 - WATER</u>	07/01/2017	38.72	.00	20-6255 TELEPHONE EXPENSE	0	6/17		
1575	VERIZON WIRELESS	9788431329		<u>TABLET SERVICE, 6/2/17-7/1/17 - SEWER</u>	07/01/2017	48.24	.00	21-6255 TELEPHONE EXPENSE	0	6/17		
1575	VERIZON WIRELESS	9788431329		<u>TABLET SERVICE, 6/2/17-7/1/17 - P.I</u>	07/01/2017	9.84	.00	25-6255 TELEPHONE EXPENSE	0	6/17		
Total 9788431329:						126.96	.00					
Total VERIZON WIRELESS:						1,279.92	.00					
<b>WEX BANK</b>												
1234	WEX BANK	50319188		<u>FUEL, JUN.'17 - ADMIN</u>	06/30/2017	28.90	.00	01-6300 FUEL	0	6/17		
1234	WEX BANK	50319188		<u>FUEL, JUN.'17 - P &amp; Z</u>	06/30/2017	7.95	.00	01-6300 FUEL	1003	6/17		
1234	WEX BANK	50319188		<u>FUEL, JUN.'17 - PARKS</u>	06/30/2017	527.20	.00	01-6300 FUEL	1004	6/17		
1234	WEX BANK	50319188		<u>FUEL, JUN.'17 - BUILDING INSPECTION</u>	06/30/2017	175.97	.00	01-6300 FUEL	1005	6/17		
1234	WEX BANK	50319188		<u>FUEL, JUN.'17 - WATER</u>	06/30/2017	375.11	.00	20-6300 FUEL	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
1234	WEX BANK	50319188		<u>FUEL, JUN.'17 - SEWER</u>	06/30/2017	22.75	.00	21-6300 FUEL	0	6/17		
1234	WEX BANK	50319188		<u>FUEL, JUN.'17 - P.I</u>	06/30/2017	100.77	.00	25-6300 FUEL	0	6/17		
Total 50319188:						1,238.65	.00					
Total WEX BANK:						1,238.65	.00					
<b>Whistle Stop Garden</b>												
1800	Whistle Stop Garden	06140528	5809	<u>REPLACEMENT FLOWERS FOR PLANTERS ON MAIN STREET. B.WITHROW, JUL.'17</u>	07/05/2017	62.16	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	7/17		
Total 06140528:						62.16	.00					
Total Whistle Stop Garden:						62.16	.00					
<b>ZAMZOWS</b>												
66	ZAMZOWS	394011553	5741	<u>THRIVE FOR TREES, PLANTS FOR PLANTER DOWNTOWN. B.WITHROW, JUN.'17</u>	06/28/2017	179.93	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/17		
Total 394011553:						179.93	.00					
Total ZAMZOWS:						179.93	.00					
Grand Totals:						330,628.81	119,519.89					

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

**RESOLUTION NO. R50-2017  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO RELEASE THE IRREVOCABLE LETTER OF CREDIT FOR THE MEMORY RANCH SUBDIVISION NO. 1.**

**WHEREAS** the City Council for Kuna, Idaho passed Resolution No. R28-2017 authorizing the Kuna City Engineer to accept an irrevocable letter of credit in lieu of construction for the Memory Ranch Subdivision No. 1 under certain terms and conditions so the final plat may be recorded prior to completion of construction; and

**WHEREAS** Memory Ranch Subdivision No. 1 did, by and through Washington Trust Bank, provide the irrevocable letter of credit in the amount of \$213,559.00 as required by the city engineer; and

**WHEREAS** Memory Ranch Subdivision No. 1 did comply with all terms and conditions as required by the city by completing said requirements to the city's satisfaction, as evidenced by the *City of Kuna Final Subdivision Check-off List* attached hereto and made a part hereof as **Exhibit A**.

**BE IT HEREBY RESOLVED** that the City Treasurer is authorized to surrender or destroy the Irrevocable Letter of Credit issued by Washington Trust Bank.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 18<sup>th</sup> day of July 2017.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 18<sup>th</sup> day of July 2017.

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

ATTEST:

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

**City of Kuna**  
Final Subdivision Check-off List

Subdivision	METZGER RANCH SUBDIVISION #1
Developer	CHALLENGER DEVELOPMENT, INC
Telephone	

Must be ORIGINAL signatures, and all signatures must be on the ORIGINAL form.  
NO building permits will be issued until all item are completed and signed off  
by the appropriate agency.

Item	Signature	Date	Bond
Streets/sidewalks ACHD	N/A		
Street lights (State inspection) Idaho State Electrical 362-3867	N/A		
Mail boxes Kuna Post office	N/A		
Lateral/Ditch/Canal Boise Project Board of Control	N/A		
Fire hydrants Kuna Fire Department		6/9/17	
Street lights operational Kuna Public Works	Debra Crowley	6/9/17	
Water lines Kuna Public Works		6-12-17	
Sewer lines Kuna Public Works		6-12-17	
Irrigation lines Kuna Public Works		6-12-17	
Landscaping Kuna Planning Dept.	Tray Byrme	6-9-17	
Construction sign Kuna Planning Dept.	Tray Byrme	6-9-17	
Street light location Kuna Planning Dept.	Tray Byrme	6-9-17	
Street name signs Kuna Planning Dept.	Tray Byrme	6-9-17	
Recorded plat filed with city hall Kuna Planning Dept.			
Water rights Annexed City Clerk	Chris Engels <sup>ord</sup> 2016-32	6-9-17	
Recorded Development Agreement City Clerk	NOT / A		
Fees paid Kuna Planning Dept.	Tray Byrme	6-9-17	
City engineer final check-off City engineer		6/9/17	
Special documents/conditions City clerk/Planning dept.	Chris Engels / Tray Byrme	6-9-17	

**RESOLUTION NO. R51-2017  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO ACCEPTING THE PRESSURE IRRIGATION EASEMENT FROM GREYHAWK LAND COMPANY, LLC FOR THE IRRIGATION EASEMENT LOCATED IN GREYHAWK SUBDIVISION NO. 6.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the pressurized irrigation easement from Greyhawk Land Company, LLC for the pressurized irrigation easement in Greyhawk Subdivision No. 6 is hereby accepted by the City of Kuna, Idaho as the beneficiary of said easement, a copy of which is attached hereto and made a part hereof as **EXHIBIT A**.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 18<sup>th</sup> day of July, 2017.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 18<sup>th</sup> day of July, 2017.

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

ATTEST:

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

PRESSURE IRRIGATION EASEMENT

THIS INDENTURE, Made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between GREYHAWK LAND COMPANY, (GRANTOR), and the CITY OF KUNA, a municipal corporation, situated in the County of Ada, State of Idaho, (GRANTEE or CITY OF KUNA).

WITNESSETH:

That the GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant forever unto the GRANTEE, its successors and assigns, for the purpose of constructing, replacing, operating, and maintaining pressurized irrigation lines, with the necessary appurtenances thereto, and for accessing Grantor property, full and free right to enter upon the real property of the GRANTOR, said real property being described as follows;

An easement locating in 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:

**BEGINNING** at the SW corner of Lot 3, Block 12 of Greyhawk Subdivision No. 5 as filed in Book 110 of Plats at Pages 15,909 through 15,912, records of Ada County, Idaho;

thence along the South boundary line of said Lot South 89°48'11" East, 10.00 feet;

thence leaving said South boundary line South 00°11'49" West, 350.00 feet;

thence North 89°48'11" West, 10.00 feet;

thence North 00°11'49" East, 350.00 feet to the **POINT OF BEGINNING**.

This easement is made subject to the following conditions:

1. The easement described above is hereby perpetually reserved for the utility purpose herein set forth. No permanent structures, masonry fences, concrete fences or other improvements are to be constructed, or trees or other landscaping planted, or use authorized on the Easement Property by Grantor or Grantor's successors or assigns to the underlying title thereto which will adversely affect or impair the Grantee's ability to construct, replace, operate or maintain its pressure irrigation facilities and appurtenances thereto.
2. The CITY OF KUNA, or its assigns, shall have the right at any time to cut, trim, and clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, or maintenance of said utility.
3. In exercising the rights granted herein, the CITY OF KUNA, or their assigns, will not unreasonably interfere with the normal use of the premises and will, at its sole cost and expense and with due diligence, restore the premises to its original or better condition

following any use of the easement either for construction, repair, maintenance, and/or replacement of said facilities and appurtenances thereto.

TOGETHER With the right of ingress and egress on said real property for the purpose of constructing, replacing, operating and maintaining said facilities and the necessary appurtenances thereto.

IN WITNESS WHEREOF, The GRANTOR has hereunto set its hands and seals the day and year first above written.

*E. Don Hubble*

\_\_\_\_\_  
E. Don Hubble  
Authorized Agent

STATE OF IDAHO )

)ss.

County of Ada )

On this 11<sup>th</sup> day of July, 2017, before me, the undersigned, a Notary Public in and said State, personally appeared E. Don Hubble known or identified to me to be an Authorized Agent of Greyhawk Land Company LLC., the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledge to me that said limited liability company executed the same.

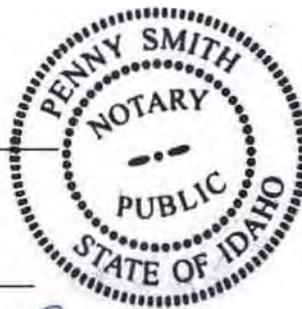
IN WITNESS WHERE OF, I have hereunto set my hand and affixed my official seal the day and year in the certified first above written.

*Penny Smith*

\_\_\_\_\_  
Notary Public

Residing at Meridian

My Commission Expires 2-16-2019



**DESCRIPTION FOR  
City of Kuna Irrigation Easement  
Greyhawk Subdivision No. 6**

An easement locating in 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:

**BEGINNING** at the SW corner of Lot 3, Block 12 of Greyhawk Subdivision No. 5 as filed in Book 110 of Plats at Pages 15,909 through 15,912, records of Ada County, Idaho;

thence along the South boundary line of said Lot South 89°48'11" East, 10.00 feet;

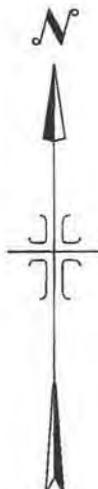
thence leaving said South boundary line South 00°11'49" West, 350.00 feet;

thence North 89°48'11" West, 10.00 feet;

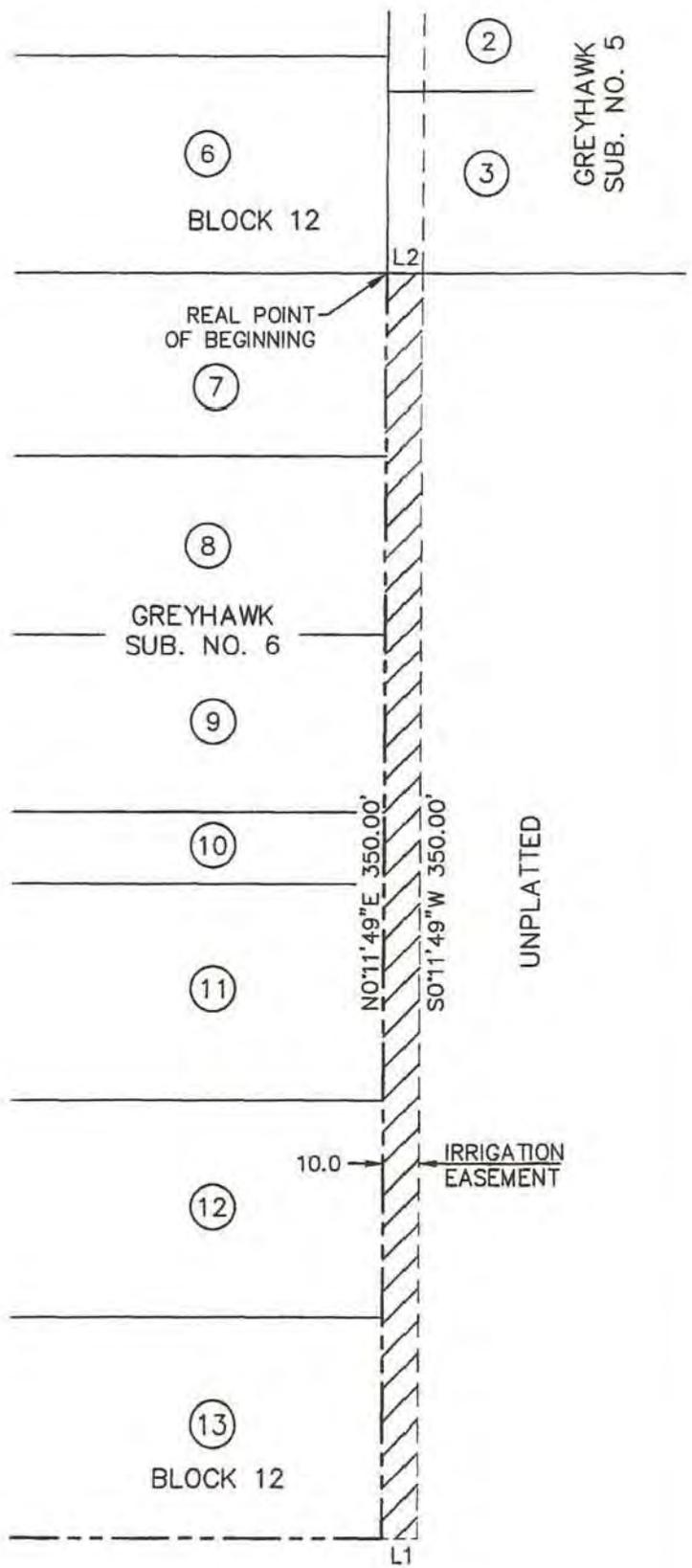
thence North 00°11'49" East, 350.00 feet to the **POINT OF BEGINNING**.



LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	N89°48'11"W
L2	10.00	S89°48'11"E



SCALE: 1" = 50'



 <b>IDAHO SURVEY GROUP, P.C.</b> 1450 E. WATERTOWER ST. SUITE 130 MERIDIAN, IDAHO 83642 (208) 846-8570	<b>EXHIBIT DRAWING FOR          CITY OF KUNA IRRIGATION EASEMENT          EXHIBIT DRAWING FOR</b>	JOB NO. 16-260
		SHEET NO. <b>1</b>
LOCATED IN THE SW1/4 OF THE NE 1/4 OF SECTION 13, T.2N., R.1W., B.M., KUNA, ADA COUNTY, IDAHO		DWG. DATE 5/30/2017

**RESOLUTION NO. R52-2017  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO ACCEPTING THE PRESSURE IRRIGATION EASEMENT FROM JOHN W. BROWNING FOR THE PRESSURE IRRIGATION EASEMENT LOCATED ADJACENT TO PATAGONIA SUBDIVISION NO. 1**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the pressurized irrigation easement from John W. Browning for the pressurized irrigation easement adjacent to Patagonia No. 1 Subdivision is hereby accepted by the City of Kuna, Idaho as the beneficiary of said easement, a copy of which is attached hereto and made a part hereof as **EXHIBIT A**.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 18<sup>th</sup> day of July, 2017.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 18<sup>th</sup> day of July, 2017.

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Joe L. Stear, Mayor

ATTEST:

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Chris Engels, City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KUNA, IDAHO AND JOHN W. BROWNING FOR THE GRANTING OF A PERPETUAL PRESSURIZED IRRIGATION EASEMENT BY GRANTOR TO GRANTEE**

This Memorandum of Understanding is entered into this 24<sup>th</sup> day of May, 2017, by and between the City of Kuna, Idaho ("KUNA") and John W. Browning ("BROWNING"), and jointly referred to as the ("PARTIES").

WHEREAS, KUNA operates a municipal irrigation district pursuant to Idaho Code; and

WHEREAS, KUNA has caused pressurized irrigation lines to be installed in the Patagonia Subdivision; and

WHEREAS, KUNA has a need to relocate the pressurized irrigation line that is currently located on Lot 1, Blk 4 of Patagonia Subdivision No. 1; and

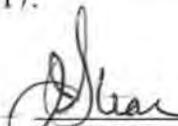
WHEREAS, it is necessary to relocate said pressurized irrigation line to the east upon the property owned by BROWNING; and

WHEREAS, BROWNING has agreed to permit the easement on his property in exchange for the city waiving the fees for a one-time annexation and zoning of his property located to the east of Patagonia Subdivision No. 1.

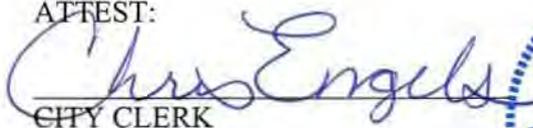
THEREFORE, the PARTIES agree to:

1. BROWNING will execute the PRESSURIZED IRRIGATION EASEMENT, a copy of which is attached hereto as EXHIBIT A.
2. KUNA will record the PRESSURIZED IRRIGATION EASEMENT and provide a recorded copy to BROWNING.
3. KUNA will assist BROWNING in the preparation of the Annexation Application and timely process the same. KUNA will be responsible for publication costs and legal costs.

DATED this 24<sup>th</sup> day of May, 2017.

  
MAYOR

ATTEST:

  
CITY CLERK







00359234201700404050040043

**PRESSURIZED IRRIGATION EASEMENT**

**THIS PERPETUAL CITY OF KUNA PRESSURIZED IRRIGATION EASEMENT** granted this 3<sup>rd</sup> day of May, 2017, by and between **JOHN W. BROWNING**, whose mailing address is 880 E. Hubbard, Meridian, Idaho, Idaho 83642 ("Grantor") and the **CITY OF KUNA, IDAHO**, an Idaho municipal corporation ("Grantee"), whose mailing address is Post Office Box 13, Kuna, Idaho 83634:

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

**WITNESSETH:**

That Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to the Grantee, its successors, contractors, agents, and assigns a Perpetual Easement for Construction, Maintenance, Operation and Replacement of a City of Kuna, Idaho Pressurized Irrigation Main, more particularly described in Exhibit "A" ("Easement Premises"), attached hereto and incorporated herein by reference.

This easement is made subject to the following conditions:

1. The easement described above is hereby reserved for the utility purposes herein set forth and no structures other than those for such utility purposes are to be erected within the limits of said easement.
2. The CITY OF KUNA, or their assigns, shall have the right at any time to cut, trim, and clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, or maintenance of said utilities.
3. In exercising the rights granted herein, the CITY OF KUNA, or their assigns, will not unreasonably interfere with the normal use of the premises and will, at its sole cost and expense and with due diligence, restore the premises to its original or better condition following any use of the easement either for construction, repair, maintenance, and/or replacement of said facilities and appurtenances thereto.

TOGETHER With the right of ingress and egress on said real property for the purpose of constructing, operating, and maintaining said facilities and the necessary appurtenances thereto.

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



EXHIBIT A

B & A Engineers, Inc.

Consulting Engineers & Surveyors  
5505 W. Franklin Rd. Boise, Id. 83705  
Ph. 208-343-3381 Fax 208-342-5792

Pressure Irrigation Easement Description  
For the City of Kuna

April 19, 2017

A portion of land situate in the southeast quarter of the southwest quarter of Section 7, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at northeast corner of Lot 1, Block 4 of Patagonia Subdivision No. 1 as shown in Book 110 of Plats at Pages 15809 through 15811 records of Ada County, Idaho; which is the *Point of Beginning*:

Thence S89°25'45"E, 10.00 feet;

Thence S00°34'15"W, 118.00 feet along a line 10-feet easterly of and parallel with the easterly boundary of said Lot 1;

Thence N89°25'45"W, 10.00 feet to the southeast corner of said Lot 1;

Thence N00°34'15"E, 118.00 feet along the easterly boundary of said Lot 1 to the *Point of Beginning*.

Comprising 1,180 square feet, more or less.

This description was prepared based on information shown on the plat of Patagonia Subdivision No. 1 as shown in Book 110 of Plats at Pages 15809 through 15811 records of Ada County, Idaho, and by information provided by others. A land survey has not been performed.

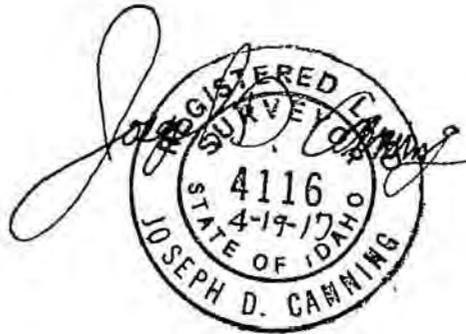
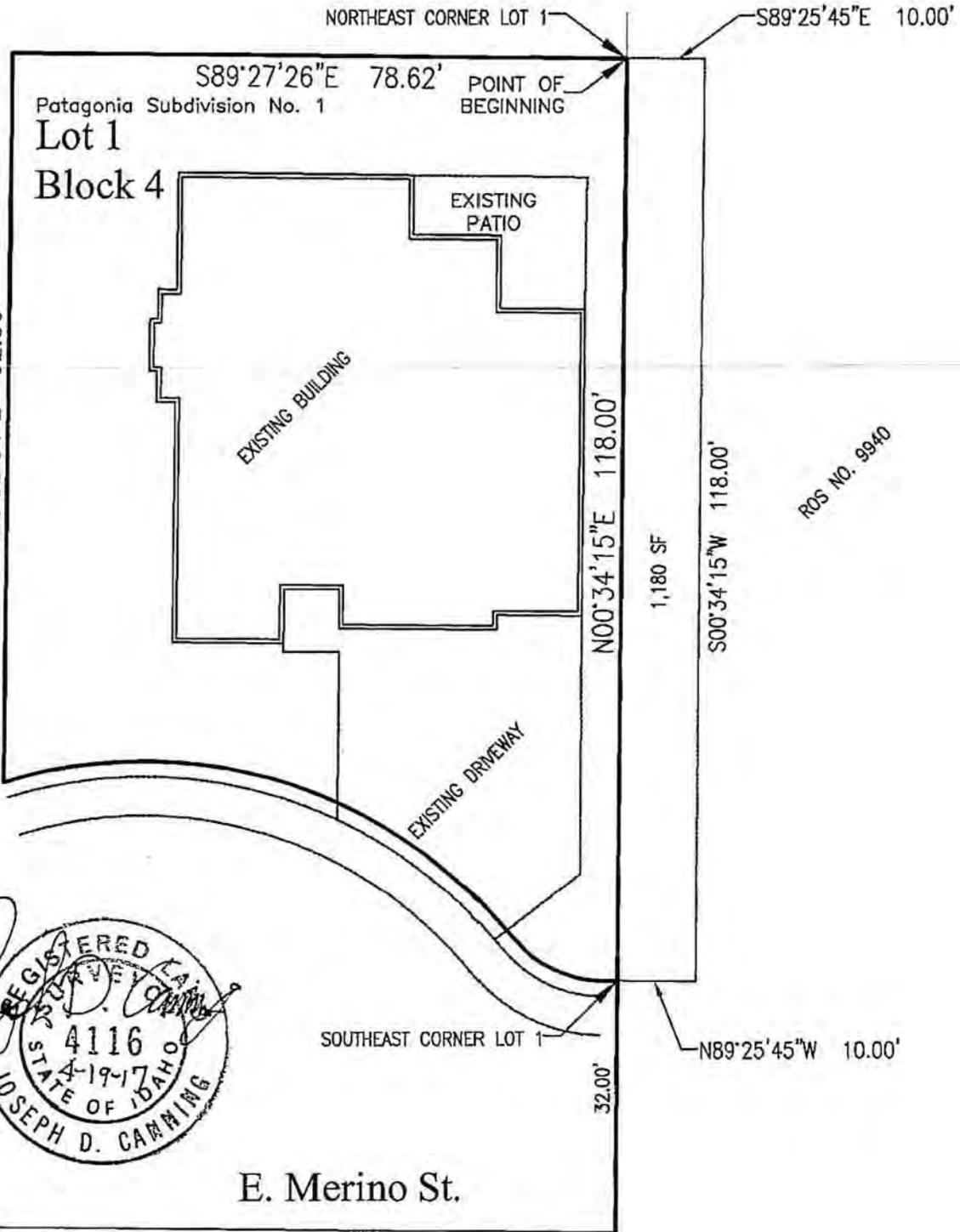


EXHIBIT A

# Pressure Irrigation Easement Sketch For: City of Kuna



NOTE:  
THE INFORMATION SHOWN HEREON IS INFORMATION SHOWN ON RECORD AND PROVIDED BY OTHERS. A LAND SURVEY HAS NOT BEEN PERFORMED.

E. HUBBARD ROAD KUNA, IDAHO 83634  
ADA COUNTY PARCEL NO. S1407347180  
A PORTION OF LAND SITUATE IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO



**B&A Engineers, Inc.**

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

Kuna / Browning Memorandum  
of Understanding  
Page 4 of 4



# City of Kuna

## Staff Memo

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

**To:** City Council

**Case Number:** 17-03-FP – Final Plat;  
Patagonia Subdivision No. 2

**Location:** Approx. 1,200 feet east of  
Meridian and Hubbard Roads,  
Kuna, Idaho 83634

**Planner:** Trevor Kesner,  
Planner II

**Meeting Date:** September 6, 2015

**Applicant:** Patagonia Development, LLC  
P.O. Box 344  
Meridian, Id 83680  
208.888.9946  
[greg@westparkco.com](mailto:greg@westparkco.com)

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



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

1. Applicant is requesting Final Plat approval for Patagonia residential Subdivision No. 2. The Final Plat for Patagonia Subdivision No. 2 proposes 62 residential lots and Eleven (11) common lots over approximately 23.01 acres (APN # S1407347150)
2. In accordance with KCC Title 6; Subdivision Regulations, this application seeks final plat approval for the Patagonia Subdivision No. 2.

### B. Staff Analysis:

1. After reviewing the application, staff has determined the proposed final plat appears to be in substantial conformance with the approved preliminary plat for the Patagonia residential subdivision development. Applicant shall secure all signatures on the final plat check-off list prior to requesting City engineer signature on the final plat mylar sheets, subject to the City Engineers' forthcoming recommended changes to the final plat and any redlines shown on the final plat Mark-up sheet which will be provided to the applicant.

6-22-17



**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>  PATAGONIA SUBDIVISION NO 2	<b>Applicant:</b>  PATAGONIA DEVELOPMENT LLC
--	--

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

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

*Approved Constr. Dwgs & CC FoF*

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

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



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

### Commission & Council Review Application

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

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

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

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

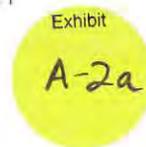
For Office Use Only	
File Number (s)	17-03-FP
Project name	Patagonia #2
Date Received	RECEIVED 6-22-17
Date Accepted/Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

#### Contact/Applicant Information

Owners of Record: <u>ARBOR RIDGE LLC</u>	Phone Number: <u>208-888-9946</u>
Address: <u>PO Box 344</u>	E-Mail: <u>GREG@WESTPARKCO.COM</u>
City, State, Zip: <u>MERIDIAN IDAHO 83680</u>	Fax #: _____
Applicant (Developer): <u>PATAGONIA DEVELOPMENT LLC</u>	Phone Number: <u>208-888-9946</u>
Address: <u>PO Box 344</u>	E-Mail: <u>GREG@WESTPARKCO.COM</u>
City, State, Zip: <u>MERIDIAN IDAHO 83680</u>	Fax #: _____
Engineer/Representative: <u>KENT BROWN</u>	Phone Number: <u>208-871-6842</u>
Address: <u>3161 E SPRINGWOOD DR</u>	E-Mail: <u>kentlkb@gmail.com</u>
City, State, Zip: <u>MERIDIAN IDAHO 83642</u>	Fax #: _____

#### Subject Property Information

Site Address: <u>376 E HUBBARD ROAD</u>
Site Location (Cross Streets): <u>NE OF MERIDIAN RD AND HUBBARD ROAD</u>
Parcel Number (s): <u>S1407347150</u>
Section, Township, Range: <u>SEC 7 2N 1E</u>
Property size : <u>23.01</u>
Current land use: <u>VACANT</u> Proposed land use: <u>RESIDENTIAL</u>
Current zoning district: <u>R-6</u> Proposed zoning district: <u>R-6</u>



**Project Description**

Project / subdivision name: <u>PATAGONIA SUBDIVISION NO 2</u>
General description of proposed project / request: <u>SEE ATTACHED LETTER</u>
Type of use proposed (check all that apply): <input checked="" type="checkbox"/> Residential <u>SINGLE FAMILY RESIDETIAL</u> <input type="checkbox"/> Commercial _____ <input type="checkbox"/> Office _____ <input type="checkbox"/> Industrial _____ <input type="checkbox"/> Other _____
Amenities provided with this development (if applicable): <u>TWO PARKS WITH TOT LOT AND POOL CHANGING ROOM</u>

**Residential Project Summary (if applicable)**

Are there existing buildings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please describe the existing buildings: _____
Any existing buildings to remain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Number of residential units: _____ Number of building lots: <u>62</u>
Number of common and/or other lots: <u>11.41AC</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>2.62</u> Net density (DU/acre-excluding roads): <u>3.54</u>
Percentage of open space provided: <u>28</u> Acreage of open space: <u>6.39 ACRES</u>
Type of open space provided (i.e. landscaping, public, common, etc.): <u>STREET BUFFERS AND 2 PARKS</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: 6/22/17

# KENT BROWN PLANNING SERVICES

June 21, 2017

RECEIVED  
6-22-17

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

**RE: Patagonia Subdivision No. 2 Final Plat Application**

Gentlemen:

On behalf of Patagonia Development LLC, we are requesting approval of the Final Plat application for the Patagonia Subdivision No. 2. The site is located at northside of Hubbard Road approximately 1200 feet east of Meridian Road. The site is 23.01 acres in size, and is currently vacant.

Patagonia Subdivision No. 1 has 73 total lots, consisting of 62 buildable and 11 common. All 62 buildable lots will have single-family homes. The common area totals 6.39 acres, or 28% of the site. The common space will consist of a two parks, Mason Creek pathway and landscaping berms and street buffers. The final plat complies too all the preliminary plat requirements. The propose construction design complies with to local agency and general engineering practices.

If you have any questions regarding this or any other of our application for Patagonia No. 2 feel free to contact me.

Sincerely,



Kent Brown  
Planner

# KENT BROWN PLANNING SERVICES

June 21, 2017

RECEIVED  
6.22.17

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

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If you have any questions regarding this or any other of our application for Patagonia No. 2 feel free to contact me.

Sincerely,



Kent Brown  
Planner

# Grant Deed

Arbor Ridge, LLC, an Idaho limited company, Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain and convey to Patagonia Development, LLC, an Idaho limited liability company, whose current address is P.O. Box 344, Meridian, Idaho 83680, Grantee, the following described real property located in Ada County, Idaho, more particularly described as follows:

See Exhibit 1 Attached.

Together with all improvements, easements, hereditaments and appurtenances thereto, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises.

SUBJECT TO taxes and assessments for the year 2017 and all subsequent years, and to such rights, easements, liens, encumbrances, covenants, rights-of-way, reservations, restrictions, and zoning regulations as appear of record or based upon the premises, and to any state of facts an accurate survey or inspection of the premises would show.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 20th day of June, 2017.

Arbor Ridge, LLC, an Idaho limited liability company

By: Gregory B. Johnson  
J-Line, LP, an Idaho limited partnership, Manager  
Gregory B. Johnson, its General Partner

“Grantor”

STATE OF IDAHO )  
 : ss.  
COUNTY OF ADA )

On this 20th day of June, 2017, before me, a Notary Public in and for said State, personally appeared Gregory B. Johnson, known or identified to me to be the General Partner of J-Line, LP, an Idaho limited partnership, and the Manager of Arbor Ridge, LLC, an Idaho limited liability company, the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said entities.

(SEAL)



Amber Huber  
Notary Public for Idaho  
Commission expires: 6/9/21

# Exhibit 1

## Legal Description Patagonia Subdivision No. 2

A parcel located in the S ½ of Section 7, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southeast corner of the SE ¼ of said Section 7, from which an Aluminum Cap monument marking the southwest corner of said SE ¼ of Section 7 bears N 89°25'45" W a distance of 2651.45 feet;

Thence N 89°25'45" W along the southerly boundary of said SE ¼ a distance of 1325.73 feet to a point marking the southeast corner of the SW ¼ of the SE ¼ of said Section 7;

Thence N 0°28'57" E along the easterly boundary of said SW ¼ of the SE ¼ a distance of 25.00 feet to a 5/8 inch diameter rebar on the northerly right-of-way of E. Hubbard Road and the **POINT OF BEGINNING**;

Thence N 89°25'45" W along said northerly right-of-way, being 25.00 feet north of and parallel to the southerly boundary of said SE ¼; a distance of 516.37 feet to a point on the centerline of the Mason Creek Feeder, said point being witnessed by a 5/8 inch diameter rebar bearing S 89°25'45" E a distance of 35.00 feet from said point;

Thence N 55°46'15" W along said centerline a distance of 990.15 feet to a point, said point being referenced by a 5/8 inch diameter rebar bearing N 34°13'45" E a distance of 20.00 feet from said point;

Thence continuing along said centerline N 55°26'08" W a distance of 385.55 feet to a point; said point being witnessed by a 5/8 inch diameter rebar bearing S 0°34'15" W a distance of 25.00 feet from said point;

Thence leaving said centerline S 0°34'15" W a distance of 91.01 feet to a 5/8 inch diameter rebar marking the northeasterly corner of Patagonia Subdivision No. 1 as shown in Book 110 of Plats on Pages 15809 thru 15811, records of Ada County, Idaho;

Thence N 89°27'26" W along the northerly boundary of said Patagonia Subdivision No. 1 a distance of 554.77 feet to a 5/8 inch diameter rebar marking the northeast corner of Lot 17 of Block 1 of said Patagonia Subdivision No. 1;

Thence leaving said northerly boundary N 0°32'34" E a distance of 25.58 feet to a 5/8 inch diameter rebar;

Thence a distance of 287.85 feet along the arc of a 907.00 foot radius curve right, said curve having a central angle of 18°11'01" and a long chord bearing N 9°38'05" E a distance of 286.64 feet to a 5/8 inch diameter rebar;

Thence N 89°38'46" W a distance of 188.97 feet to a 5/8 inch diameter rebar;

Thence N 0°21'14" E a distance of 120.00 feet to a 5/8 inch diameter rebar;

Thence N 34°33'52" E a distance of 76.72 feet to a 5/8 inch diameter rebar;

Thence S 55°26'08" E a distance of 206.91 feet to a 5/8 inch diameter rebar;

Thence a distance of 207.46 feet along the arc of a 907.00 foot radius non-tangent curve right, said curve having a central angle of 13°06'20" and a long chord bearing N 29°48'39" E a distance of 207.01 feet to a 5/8 inch diameter rebar;

Thence N 36°21'49" E a distance of 64.00 feet to a 5/8 inch diameter rebar;

Thence S 54°02'14" E a distance of 1.73 feet to a 5/8 inch diameter rebar;

Thence N 38°27'29" E a distance of 120.46 feet to a 5/8 inch diameter rebar;

Thence S 51°32'31" E a distance of 94.00 feet to a 5/8 inch diameter rebar;

Thence S 55°36'52" E a distance of 1707.62 feet to a 5/8 inch diameter rebar;

Thence S 89°25'45" E a distance of 437.34 feet to a 5/8 inch diameter rebar on the easterly boundary of the SW ¼ of the SE ¼ of said Section 7;

Thence S 0°28'57" W along said easterly boundary a distance of 367.50 feet to the **POINT OF BEGINNING**.

This parcel contains 23.01 acres.

Clinton W. Hansen, PLS  
Land Solutions, PC  
Revised: February 24, 2017



Legal Description  
Patagonia Subdivision No. 2

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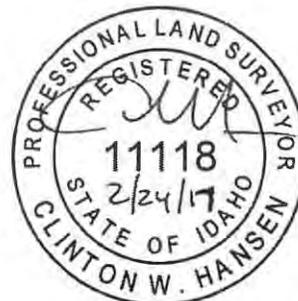
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This parcel contains 23.01 acres.

Clinton W. Hansen, PLS  
Land Solutions, PC  
Revised: February 24, 2017





# 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, Patagonia Development LLC  
Name P.O. Box 344 Meridian ID 83680 Address  
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 17<sup>TH</sup> day of May, 2016

by [Signature] for PGM Corporation, its Manager  
Signature

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



Amber Huber  
Notary Public for Idaho

Residing at: Kuna, ID

My commission expires: 6/9/21



6-22-17



# 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, GREG JOHNSON /PATAGONIA DEVELOPMENTLLC , PO Box 344  
Name Address  
MERIDIAN , ID 83680  
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 20<sup>TH</sup> day of June, 2017

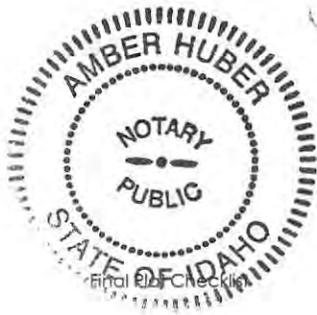
Greg Johnson  
Signature

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

Amber Huber  
Notary Public for Idaho

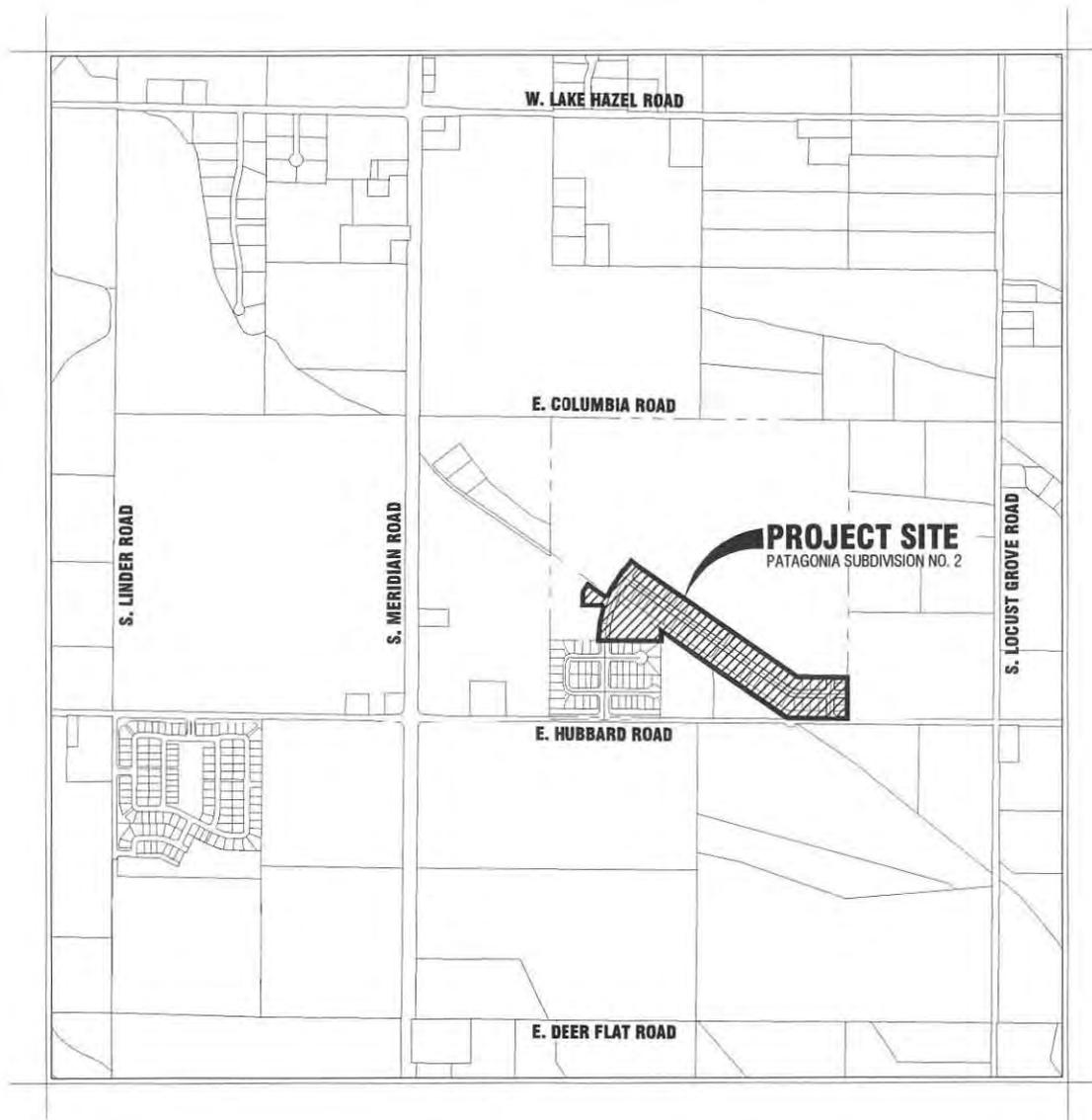
Residing at: Kuna, ID

My commission expires: 6/9/21



Final Plat Checklist

6-22-17



PROJECT #	16-0727-PA2
DWG FILE	16-0727
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	05/04/2017
SCALE	1" = 1,500'
SHEET	1 OF 1

**Patagonia Subdivision No. 2**  
KUNA, IDAHO

SITE VICINITY MAP

**CIVIL INNOVATIONS, PLLC**  
1043 E. PARK BLVD. STE 101  
Boise, ID 83712  
PHONE: (208) 884-8181  
www.civil-innovations.com

Exhibit  
A-2e



DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
PATAGONIA SUBDIVISIONS

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PATAGONIA SUBDIVISIONS is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ (“Grantor” and “Class B Member”).

Exhibit

A-2f

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## ARTICLE I: RECITALS

1.1 Property Covered. The property potentially subject to this Declaration of Covenants, Conditions and Restrictions for Patagonia Subdivisions (“Declaration”) is the Property legally described in Exhibit A attached hereto and made a part hereof (the “Property”). Grantor intends to develop the Property in stages.

1.2 Residential Development. Patagonia Subdivisions is a residential development, which Grantor currently intends to develop into eight unique neighborhoods. Certain portions of the Property may be developed for quality detached single-family residential homes. The Property may contain parcels of Common Area, including water, park, open space, and recreational and landscaping facilities. Any development plans or schemes for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Grantor, and impose no obligation on Grantor as to how the Property is to be developed or improved. The Developer currently intends to develop Patagonia Subdivisions as \_\_\_\_\_ unique neighborhoods to be known as \_\_\_\_\_.

1.3 Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively “Restrictions”) that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property’s value, desirability and attractiveness, to ensure a well-integrated, high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon in a cost effective and administratively efficient manner.

## ARTICLE II: DECLARATION

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

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor’s right to complete development of the Property and to construct improvements thereon, nor Grantor’s right to maintain model homes, construction, sales or leasing

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
PATAGONIA SUBDIVISIONS - I

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offices or similar facilities on any portion of the Property, including the Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing.

### ARTICLE III: DEFINITIONS

3.1 "Architectural Committee" shall mean the committee created by the Grantor or an Association pursuant to Article XII hereof.

3.2 "Articles" shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.

3.3 "Assessments" shall mean those payments required of Owners, Association Members, including Regular, Special and Limited Assessments of any Association as further defined in this Declaration.

3.4 "Association" shall mean the limited liability company, its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Patagonia Subdivisions Homeowners Association, Inc.," or any similar name which fairly reflects its purpose.

3.5 "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of the Association.

3.6 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

3.7 "Building Lot" shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed. The term "Building Lot" shall include single-family residential lots, but shall not include the Common Area.

3.8 "Bylaws" shall mean the Bylaws of an Association.

3.9 "Common Area" shall mean any or all parcels of Patagonia Subdivisions Common Area, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open space, common landscaped areas.

3.10 "Declaration" shall mean this Declaration as it may be amended from time to time.

3.11 "Grantor" shall mean \_\_\_\_\_, or its successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by \_\_\_\_\_, or its successor.

3.12 “Improvement” shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, wildlife habitat improvements, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, recreational facilities, and fixtures of any kind whatsoever.

3.13 “Limited Assessment” shall mean a charge against a particular Owner and such Owner’s Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including interest thereon as provided in this Declaration or a Supplemental Declaration.

3.14 “Member” shall mean each person or entity holding a membership in the Association.

3.15 “Owner” shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.16 “Person” shall mean any individual, partnership, corporation or other legal entity.

3.17 “Plat” shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.18 “Property” shall mean those portions of the Property described on Exhibit A attached hereto and incorporated herein by this reference, including each lot, parcel and portion thereof and interest therein, including all water rights associated with or appurtenant to such property.

3.19 “Regular Assessment” shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Common Areas and all Improvements located thereon, and the other costs of an Association which is to be levied against the Property of and paid by each Owner to the Association, pursuant to the terms hereof or the terms of this Declaration or a Supplemental Declaration.

3.20 “Special Assessment” shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association pursuant to the provisions of this Declaration or a Supplemental Declaration.

3.21 “Supplemental Declaration” shall mean any supplemental declaration including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property.

3.22 “Patagonia Subdivisions” shall mean the Property.

3.23 “Patagonia Subdivisions Common Area” shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment and benefit of the entire Patagonia Subdivisions and each Owner therein, which real property is legally described in Exhibit B attached hereto and made a part hereof. Patagonia Subdivisions Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. Patagonia Subdivisions Common Area may include easement and/or license rights.

#### ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures – Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use, Size and Height of Dwelling Structure. All Building Lots shall be used exclusively for purposes allowed on the final plat which includes said lot.

4.1.2 Architectural Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deem relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Grantor or the applicable Architectural Committee whichever is more restrictive.

4.1.4 Accessory Structures. Detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the applicable Architectural

Committee. Garages and storage sheds shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pools, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located unless approved in advance.

4.1.5 Driveways. All access driveways shall have a wearing surface of asphalt, concrete, or other hard surface materials, and shall be properly graded to assure proper drainage.

4.1.6 Mailboxes. All mailboxes will be of consistent design, material and coloration and shall be located on or adjoining Building Lot lines at places designated by Grantor or the Architectural Committee.

4.1.7 Fencing. No fence, hedge or boundary wall situated anywhere upon a Building Lot shall have a height greater than six (6) feet above the finished graded surface of the Building Lot or Common Area upon which such fence, hedge, or boundary wall is situated. Any fence or boundary wall constructed on or near the lot line common to one or more Building Lots shall be constructed as a "good neighbor" fence or wall. No fence shall be constructed so as to extend toward the front of the Building Lot past the front plane of the dwelling structure constructed thereon, or closer than ten (10) feet to any side Building Lot line of a corner of a Building Lot adjacent to a dedicated street and shall be in compliance with applicable Kuna City ordinances. All fencing and boundary walls constructed on any Building Lot shall be of compatible style and material to that other fencing constructed adjacent to or abutting Common Areas, public and private streets, and shall otherwise be as approved by the applicable Architectural Committee.

4.1.8 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards and all exposed accessories shall be harmonious with building design, and shall be as approved by the applicable Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided.

4.1.9 Garages. Each dwelling unit shall have an attached or detached fully enclosed garage adequate for a minimum of two (2), and a maximum of five (5) standard size automobiles. No carports shall be allowed.

4.2 Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on the Property unless it is located or screened in a manner acceptable to the applicable Architectural Committee.

4.3 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot

which would result in the cancellation of insurance on any property owned or managed by any such Association or which would be in violation of any law.

4.4 No Further Subdivision. No Building Lot may be further subdivided.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the applicable Architectural Committee, except: (1) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; (2) temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation; (3) such signs identifying Patagonia Subdivisions, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area; and (4) one (1) sign of customary and reasonable dimensions as prescribed by the Architectural Committee as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease. A customary “for sale” or “for lease” sign not more than three (3) feet by two (2) feet shall not require Architectural Committee approval. Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee.

4.6 Nuisances . No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of the Association.

4.7 Exterior Maintenance; Owner’s Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining their Building Lot which would otherwise be the Associations’ responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner’s Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article IX of this Declaration. The Owner of the offending property shall be personally liable, and such Owner’s property may be subject to a mechanic’s lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due

for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Associations fail to exercise their rights within a reasonable time following written notice by such Owner.

4.8 Grading and Drainage. A site plan indicating the proposed grading and drainage of a Lot must be approved by the ACC before any construction is initiated. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s). Builder is expressly responsible to ensure proper drainage and run off from said Building Lot.

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

4.10 Unightly Articles. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in such containers and in areas approved by the applicable Architectural Committee. No clothing or fabrics shall be hung, dried or aired in such a way as to be visible to other property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.11 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

4.12 No Unscreened Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the applicable Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.13 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Kuna City Sewer System and pay all charges assessed therefore.

4.14 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This paragraph shall not prohibit

exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

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

4.16 Vehicles. The use of all vehicles, including but not limited to trucks, automobiles, bicycles, motorcycles and snowmobiles, shall be subject to all Association Rules, which may prohibit or limit the use thereof within Patagonia Subdivisions. No on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front or backyard. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path.

4.17 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This paragraph does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in Patagonia Subdivisions shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. The construction of dog runs or other pet enclosures shall be subject to applicable Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and/or rear Building Lot line, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from Common Area or an adjacent Building Lot.

4.18 Landscaping. The Owner of any Building Lot shall sod the front and the side yards and shall seed the back yard and landscape such Building Lot in conformance with the landscape plan approved by the Association, and as approved by the applicable Architectural Committee, within sixty (60) days after said Owner shall occupy the dwelling structure on said Building Lot, weather permitting. Prior to construction of Improvements, the Owner (or any Association to which such responsibility has been assigned) shall provide adequate irrigation and maintenance of existing trees and landscaping, shall control weeds, and maintain the Owner's (or Association's) property in a clean and safe condition free of debris or any hazardous condition. All trees located on common Building Lot lines shall be the joint responsibility of the adjoining Building Lot owners. All landscaped Common Areas shall be irrigated by an underground sprinkler system.

The Board and/or applicable Architectural Committee may adopt rules regulating landscaping permitted and required. In the event that any Owner shall fail to install and maintain landscaping in conformance with such rules or shall allow such Owner's landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) days' prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth in Article IX.

Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. All landscaping on a Building Lot, unless otherwise specified by the applicable Architectural Committee, shall be completed as soon as reasonably practical following completion of the residential structure on such Building Lot. The initial landscaping shall include, as a minimum, sod in the front and side yards, sod or grass seeded in the rear yards, two (2) flowering trees of at least two inch (2") caliper or one (1) pine tree at least six feet (6') in height and one (1) flowering tree of at least two inch (2") caliper in the front yard, three (3)-five (5) gallon plants and five (5)-one (1) gallon shrubs in the front yard. The use of berms and sculptured planting areas are encouraged.

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

4.20 Water Rights Appurtenant to Subdivision Lands. Within one hundred twenty (120) days of the date of the recording of this Declaration, Grantor shall transfer from the Property subject to this Declaration, and within the boundaries of an irrigation entity, as defined in said

Section 31-3805, Idaho Code, all water rights and assessment obligations appurtenant to the Property to the Association.

4.21 Commencement of Construction. Any Owner of a Building Lot shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within six (6) months thereafter. The term “commence the construction” as used in this paragraph, shall require actual physical construction activities upon such dwelling structure upon such Building Lot.

4.22 Roof Material. See Exhibit C.

#### ARTICLE V: PATAGONIA SUBDIVISIONS HOMEOWNERS ASSOCIATION

5.1 Organization of Patagonia Subdivisions Homeowners Association. Patagonia Subdivisions Homeowners Association, Inc. (“Association”) shall be initially organized by Grantor as a limited liability company under the provisions of the Idaho Code relating to general limited liability companies and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

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

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below.

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner. The

Class B Member shall cease to be a voting Member in the Association when the total cumulative votes of the Class A Members equal or exceed the total votes of the Class B Members so long as the Property has been fully platted, provided that the Class B membership shall not cease before the expiration of ten (10) years from the date on which the first Building Lot is sold to an Owner.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Declaration's other assets, including water rights when and if received from Grantor, and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration. An Association set up fee of \$200.00 and a site clean-up fee of \$150.00 shall be charged upon the closing of each Building Lot. The initial annual association fee shall be \$100.00 per year, which amount is subject to change by the Board of Directors of the Association.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, and to contract for the maintenance, repair, replacement and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas, including but not limited to the use of private streets by the Owners, their families, invitees, licensees, lessees or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

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

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

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

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

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

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after the death of the issue of the individuals executing this Declaration on behalf of Grantor who are in being as of the date hereof.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.7 Operation and Maintenance of Patagonia Subdivisions Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of Patagonia Subdivisions Common Area (other than Local Common Area), including the repair and replacement of property damaged or destroyed by casualty loss.

Specifically, the Association shall, at Grantor's sole discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association.

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

5.5.2.9 Maintenance of Berms, Retaining Walls and Fences. Maintain the berms, retaining walls, fences and water amenities within and abutting Common

Area. Maintain the water amenities constructed by Grantor or Association located in that certain easement in, over and through Building Lots as shown on the Plat.

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

5.5.2.11 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for Patagonia Subdivisions Common Area, and to manage for the benefit of Patagonia Subdivisions all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

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

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

5.5.2.12.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor and the individual grantees and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of Patagonia Subdivisions Common Area. Limits of liability of such coverage shall be as follows: Not less than One Million and No/100 Dollars (\$1,000,000.00) per person and One Million and No/100 Dollars (\$1,000,000.00) per occurrence with respect to personal injury or death, and One Million and No/100 Dollars (\$1,000,000.00) per occurrence with respect to property damage.

5.5.2.12.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

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

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

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

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

5.5.2.14 Newsletter. If it so elects, prepare and distribute a newsletter on matters of general interest to Association Members, the cost of which shall be included in Regular Assessments.

5.5.2.15 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration.

5.5.2.16 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any officer of

the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

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

5.7.1 A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.7.2 Within thirty (30) days after the close of each fiscal year, the Association shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. Copies of the balance sheet and operating statement shall be distributed to each Member within ninety (90) days after the end of each fiscal year.

5.8 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, that such meeting shall occur no earlier than April 15 and no later than May 31 each year. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

#### ARTICLE VI: LIGHT MAINTENANCE OF STORM WATER FACILITIES

Operation and maintenance of the storm water facilities at Patagonia Subdivisions shall be governed by the operation and maintenance manual of storm drainage system in Patagonia Subdivisions prepared by Briggs Engineering, which manual may be modified from time to time at the direction of the Board of the Association.

#### ARTICLE VII: RIGHTS TO COMMON AREAS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
PATAGONIA SUBDIVISIONS - 16

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

7.1.1 The right of the Association to levy and increase Assessments;

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

7.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded.

7.1.4 The right of such Association to prohibit the construction of structures or Improvements, Improvements on all Common Areas.

7.1.5 The right of such Association to prohibit structures, Improvements, including manicured lawns and nursery plants.

7.2 Designation of Common Area. Grantor shall designate and reserve Patagonia Subdivisions Common Area in the Declaration, Supplemental Declarations and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

7.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Patagonia Subdivisions Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Patagonia Subdivisions Common Area, to the general public, and such delegation to the general public shall be for a fee set by Grantor or Association.

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

## ARTICLE VIII: PRESSURIZED IRRIGATION

8.1 Irrigation District Service. The Nampa & Meridian Irrigation District provides pressurized irrigation water service to all Lots in the Project. Lot Owners shall be required to pay an assessment based on Lot area to the District whether or not water is actually used. Lot Owners are prohibited from making any cross connection or tie in between the irrigation water system and their domestic water systems. WATER FROM THE IRRIGATION WATER SYSTEM IS NOT DRINKABLE; EACH LOT OWNER SHALL BE RESPONSIBLE TO ENSURE THAT IRRIGATION WATER WITHIN THE BOUNDARIES OF SUCH OWNER'S LOT IS NOT CONSUMED BY ANY PERSON OR USED FOR CULINARY PURPOSES.

8.2 No Private System. Lot Owners shall not construct any ditch, drain, well or water system upon any Lot or Common Area for domestic use or irrigation purposes.

8.3 Water Master. The Association shall elect or may contract for hire a Water Master to designate any rotation schedule required for the delivery of irrigation water. The Water Master shall serve as the liaison to Nampa & Meridian Irrigation District for all matters of Patagonia Subdivisions.

#### ARTICLE IX: ASSESSMENTS

9.1 Covenant to Pay Assessments. By acceptance of a deed to any property in Patagonia Subdivisions, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

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

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

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

9.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys fees and other professional fees, for the conduct of its affairs, including

without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

9.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in Patagonia Subdivisions for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year.

9.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner, including Grantor, for any given fiscal year shall be computed as follows:

9.2.3.17 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots in the Property.

### 9.3 Special Assessments.

9.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

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

9.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of the governing instruments for Patagonia Subdivisions.

9.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

9.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

9.7 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each installment that is not paid within thirty (30) days after the due date shall accrue a late fee of \$25.00. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owner's Building Lot.

9.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

9.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in

connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot in the applicable Tract, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

## ARTICLE X: ENFORCEMENT OF ASSESSMENTS; LIENS

10.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 10.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

### 10.2 Assessment Liens.

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

10.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of

recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

10.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

10.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s), and a copy thereof is recorded by the Association in the Office of the Ada County Recorder.

10.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 10.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

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

## ARTICLE XI: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

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

11.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

11.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

11.2.2 Hours and days of the week when such an inspection may be made.

11.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article XI.

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

## ARTICLE XII: ARCHITECTURAL COMMITTEE

12.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on Patagonia Subdivisions Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause. Grantor shall be entitled to name two members until such time as all potential residential lots within the Property have been sold.

12.2 Grantor's Right of Appointment . At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration in which Grantor is the Owner of any of the Property, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

12.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

12.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Owner submitting the same (“Applicant”) to grant appropriate easements to the Association for the maintenance thereof, and/or upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

12.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated.

Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

12.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Until receipt by the Architectural

Committee of any required plans and specifications, the Architectural Committee may postpone review of any plan submitted for approval.

12.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article XII shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within thirty (30) days after the date of filing said materials with the Architectural Committee.

12.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate a Architectural Committee representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 12.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

12.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

12.6 Compensation of Member . The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

12.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

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

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

12.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

12.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

12.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

12.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. However no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the County Recorder of Ada County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions

of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

### ARTICLE XIII: EASEMENTS

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

13.2 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

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

13.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of Patagonia Subdivisions or

otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however that the Owner of such Building Lots and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XIII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Association Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

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

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

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

13.5 Driveway Easements. Whenever a driveway is installed within the Property which in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served, or installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway shall be entitled to full use and enjoyment of such other Building Lot as required to service such Owner's Building Lot or to repair, replace or maintain such driveway.

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

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

13.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the eave line.

13.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall, constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within three (3) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed 3 feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure of fence.

#### ARTICLE XIV: MISCELLANEOUS

14.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until \_\_\_\_\_, unless amended as herein provided. After \_\_\_\_\_, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Kuna and Ada County Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

#### 14.2 Amendment.

14.2.1 By Grantor. Except as provided in paragraph 14.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a particular Tract may be

made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such Tract.

14.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article XIV, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article XIV shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

14.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

14.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

14.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph.

14.5 Enforcement and Non-Waiver.

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

14.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action in the

Grantor, the Association or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

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

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

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

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

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

14.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 14.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

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

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

14.7 Successors and Assigns. All references herein to Grantor, Owners, any Association or person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Association or person.



EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

Legal Description  
Patagonia Property

A parcel located in the S ½ of Section 7, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southeast corner of the SE ¼ of the SW ¼ of said Section 7, from which an Aluminum Cap monument marking the southwest corner of the SW ¼ of said Section 7 bears N 89°27'26" W a distance of 2557.55 feet;

Thence N 89°27'26" W along the southerly boundary of said SE ¼ of the SW ¼ a distance of 334.50 feet to a point;

Thence leaving said southerly boundary N 0°34'15" E a distance of 25.00 feet to a 5/8 inch diameter iron pin on the northerly right-of-way of E. Hubbard Road and the **POINT OF BEGINNING**;

Thence N 89°27'26" W along said northerly right-of-way, being 25.00 feet north of and parallel to the southerly boundary of said SE ¼ of the SW ¼, a distance of 994.88 feet to a 5/8 inch diameter iron pin on the westerly boundary of said SE ¼ of the SW ¼;

Thence N 0°21'14" E along the westerly boundary of said SE ¼ of the SW ¼ and the westerly boundary of the NE ¼ of the SW ¼ a distance of 2630.96 feet to a 5/8 inch diameter iron pin on the northerly boundary of the S ½ of said Section 7;

Thence S 89°19'11" E along said northerly boundary of the S ½ of Section 7 a distance of 2660.99 feet to a 5/8 inch diameter iron pin marking the northeast corner of the NW ¼ of the SE ¼ of said Section 7;

Thence S 0°28'57" W along the easterly boundary of said NW ¼ of the SE ¼ and the westerly boundary of the SW ¼ of the SE ¼ a distance of 2625.22 feet to a 5/8 inch diameter iron pin on the northerly right-of-way of E. Hubbard Road;

Thence N 89°25'45" W along said northerly right-of-way, being 25.00 feet north of and parallel to the southerly boundary of said SW ¼ of the SE ¼, a distance of 516.37 feet to a point on the centerline of Mason Creek;

Thence N 55°46'15" W along said centerline a distance of 990.15 feet to a point;

Thence continuing along said centerline N 55°26'08" W a distance of 385.55 feet to a point;

Thence leaving said centerline S 0°34'15" W a distance of 764.51 feet to the **POINT OF BEGINNING**.

This parcel contains 150.35 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS  
Land Solutions, PC  
March 16, 2016



Patagonia Subdivision  
Job No. 15-01

EXHIBIT B  
LEGAL DESCRIPTION OF PATAGONIA SUBDIVISIONS COMMON AREA

See final plat of each phase.

EXHIBIT C  
LOT CATEGORIES

Patagonia  
AC Guidelines

Description	A	B	C
Minimum Square Footage	2200+	2000+	1600+
Roofing Requirements	30-year architectural or better Weathered Wood Pabco Brand, or as approved by AC	30-year architectural or better Weathered Wood Pabco Brand, or as approved by AC	30-year architectural or better Weathered Wood Pabco Brand, or as approved by AC
Roof Pitch	6/12 or better unless approved by AC down to 4/12 for the Patagonia Look	6/12 or better unless approved by AC down to 4/12 for the Patagonia Look	6/12 or better unless approved by AC down to 4/12 for the Patagonia Look
Landscape Requirements	Full Landscaping	Front and side yards	Front and side yards
Landscape Plan	Require AC Approval	Require AC Approval	Require AC Approval
Sprinkler Systems	Full Sprinklers	Front and side yards	Front and side yards
Garage Features	3 car min - 5 car max-max of 3 bay openings or as approved by AC	3 car min. - 5 car max-max of 3 bay openings	3 car min. - 5 car max-max of 3 bay openings
Shops & Sheds	OK - AC Approval Only	OK – AC Approval Only	OK - AC Approval Only
Recreational Vehicles	Enclosed or as approved by AC	Screened from view	Screened from view
Monument Yard Light	Required	Optional	Optional
Colored stamped concrete sidewalks, Accents on driveway and as approved by AC	Required	Optional	Optional
Front Brick, Stone, Masonry or Stucco	25% required or as approved by AC	20% required or as approved by AC	20% required or as approved by AC
Data Wiring	Per AC rules/ regulations	Per AC rules/ regulations	Per AC rules/ regulations

Description	A	B	C
Basketball Hoops	Detached only - allowed only with prior AC approval	Detached only - allowed only with prior AC approval	Detached only - allowed only with prior AC approval
Fence	Wrought Iron, Black Privacy, Taupe Vinyl	Wrought Iron, Black Privacy, Taupe Vinyl	Wrought Iron, Black Privacy, Taupe Vinyl
Additional Landscaping Requirements (see paragraph 4.18)	2-3" Trees 4-5 gallon shrubs berming and sculptured planting areas required	1-3" Trees 2-5 gallon shrubs berming and sculptured planting required	Base Requirements
Vinyl Siding	No Vinyl/Siding	No Vinyl/Siding	No Vinyl/Siding

June 19, 2017

6-22-17

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

**RE: Patagonia Subdivision No. 2 Annexation into KMID**

Dear City Engineer:

I am submitting a request to annex the property hereafter known as Patagonia Subdivision No 2 into the Kuna Municipal Irrigation District (KMID). The property is generally located northside of E Hubbard Road approximately 1200 feet east of Meridian Road. The annexation is approximately 23.01 acres as shown on the attached Exhibit A.

My understanding this will pool the water rights of Ada County tax parcel S1407347150, 23.01 acres more or less for delivery purposes by the City of Kuna. Exhibit A is a legal description of the area in Patagonia Subdivision No 2 will irrigate said subdivision using the City of Kuna PI system under this request.

Sincerely,

  
Greg Johnson  
Owner

Project: Patagonina Subdivision No 2  
Contract: KENT BROWN  
Address: 3161 E SPRINGWOOD DR MERIDIAN ID 83642  
Phone: 208-871-6842  
Email: kentlkb@gmail.com

**LANDSCAPE AREA**

**PREPARATION NOTES:**

- LIMIT TURF SUBGRADE PREPARATION TO AREAS TO BE PLANTED.
- NEWLY GRADED SUBGRADES: LOOSEN SUBGRADE TO A MINIMUM DEPTH OF 4 INCHES. REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
- SPREAD PLANTING SOIL OVER LOOSENED SUBGRADE.
  - DO NOT MIX INTO SURFACE SOIL.
  - DO NOT MIX INTO SURFACE SOIL.
  - DO NOT MIX INTO SURFACE SOIL.
  - DO NOT MIX INTO SURFACE SOIL.
- UNCHANGED SUBGRADES: IF TURF IS TO BE PLANTED IN AREAS UNALTERED OR UNDISTURBED BY EXCAVATING, GRADING, OR SURFACE-SOIL STRIPPING OPERATIONS, PREPARE SURFACE SOIL AS FOLLOWS.
  - REMOVE EXISTING GRASS, VEGETATION, AND TURF. DO NOT MIX INTO SURFACE SOIL.
  - LOOSEN SURFACE SOIL TO A DEPTH OF AT LEAST 6 INCHES. PROVIDE WEED ABATEMENT PROCEDURE. APPLY SOIL AMENDMENTS AND FERTILIZERS ACCORDING TO PLANTING SOIL MIX PROPORTIONS AND MIX THOROUGHLY INTO TOP 6 INCHES OF SOIL. TILL SOIL TO A HOMOGENEOUS MIXTURE OF FINE TEXTURE.
  - APPLY SOIL AMENDMENTS DIRECTLY TO SURFACE SOIL BEFORE LOOSENING.
  - REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, TRASH, AND OTHER EXTRANEOUS MATTER.
  - LEGALLY DISPOSE OF WASTE MATERIAL, INCLUDING GRASS, VEGETATION, AND TURF, OFF OWNER'S PROPERTY.
- FINISH GRADING: GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORM FINE TEXTURE. GRADE TO WITHIN PLUS OR MINUS 1/2 INCH OF FINISH ELEVATION. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES. LIMIT FINISH GRADING TO AREAS THAT CAN BE PLANTED IN THE IMMEDIATE FUTURE.
- MOISTEN PREPARED AREA BEFORE PLANTING IF SOIL IS DRY. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE PLANTING. DO NOT CREATE MUDDY SOIL.
- BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISH GRADING; RESTORE PLANTING AREAS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING.
- DO NOT SOAK IMMEDIATELY FOLLOWING RAIN, OR WHEN GROUND IS TOO DRY. TEMPERATURE SHALL BE BETWEEN 55 F AND 95 F FOR A 24 HOUR PERIOD. WIND SHALL BE LESS THAN 5 MPH.

**WEED ABATEMENT NOTES:**

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

**IRRIGATION NOTES:**

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

**TURF AREA PREPARATION NOTES:**

- LIMIT TURF SUBGRADE PREPARATION TO AREAS TO BE PLANTED.
- NEWLY GRADED SUBGRADES: LOOSEN SUBGRADE TO A MINIMUM DEPTH OF 4 INCHES. REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
- SPREAD PLANTING SOIL OVER LOOSENED SUBGRADE.
- REDUCE ELEVATION OF PLANTING SOIL TO ALLOW FOR SOIL THICKNESS OF SOD.
- UNCHANGED SUBGRADES: IF TURF IS TO BE PLANTED IN AREAS UNALTERED OR UNDISTURBED BY EXCAVATING, GRADING, OR SURFACE-SOIL STRIPPING OPERATIONS, PREPARE SURFACE SOIL AS FOLLOWS.
  - REMOVE EXISTING GRASS, VEGETATION, AND TURF. DO NOT MIX INTO SURFACE SOIL.
  - LOOSEN SURFACE SOIL TO A DEPTH OF AT LEAST 6 INCHES. APPLY SOIL AMENDMENTS AND FERTILIZERS ACCORDING TO PLANTING SOIL MIX PROPORTIONS AND MIX THOROUGHLY INTO TOP 6 INCHES OF SOIL. TILL SOIL TO A HOMOGENEOUS MIXTURE OF FINE TEXTURE.
  - APPLY SOIL AMENDMENTS DIRECTLY TO SURFACE SOIL BEFORE LOOSENING.
    - REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, TRASH, AND OTHER EXTRANEOUS MATTER.
    - LEGALLY DISPOSE OF WASTE MATERIAL, INCLUDING GRASS, VEGETATION, AND TURF, OFF OWNER'S PROPERTY.
- FINISH GRADING: GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORM FINE TEXTURE. GRADE TO WITHIN PLUS OR MINUS 1/2 INCH OF FINISH ELEVATION. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES. LIMIT FINISH GRADING TO AREAS THAT CAN BE PLANTED IN THE IMMEDIATE FUTURE.
- MOISTEN PREPARED AREA BEFORE PLANTING IF SOIL IS DRY. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE PLANTING. DO NOT CREATE MUDDY SOIL.
- BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISH GRADING; RESTORE PLANTING AREAS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING.

**TOPSOIL NOTES**

- TOPSOIL REQUIREMENTS: ASTM D 5268, PH RANGE OF 5.5 TO 7.0, FOUR PERCENT ORGANIC MATERIAL, MINIMUM FREE OF STONES 1/2 INCH OR LARGER IN ANY DIMENSION, AND OTHER EXTRANEOUS MATERIALS HARMFUL TO PLANT GROWTH.
- TOPSOIL SOURCE: STRIP EXISTING TOPSOIL FROM ALL AREAS OF THE SITE TO BE DISTURBED. TOPSOIL SHALL BE FERTILE, FRIABLE, NATURAL LOAM SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, ORGANIC MATTER LARGER THAN 2 INCHES IN ANY DIMENSION AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. TOPSOIL SHALL BE SCREENED TO ACHIEVE THIS REQUIREMENT.
- REPRESENTATIVE SAMPLES SHALL BE TESTED FOR ACIDITY, FERTILITY, AND GENERAL TEXTURE BY A RECOGNIZED COMMERCIAL OR GOVERNMENT AGENCY AND COPIES OF THE TESTING AGENCY'S FINDINGS AND RECOMMENDATIONS SHALL BE FURNISHED TO THE ARCHITECT'S REPRESENTATIVE BY THE CONTRACTOR. ALL TOPSOIL SHALL BE AMENDED TO ACHIEVE SPECIFIED PH AND ORGANIC REQUIREMENTS. RE-TEST TOPSOIL PRIOR TO FINAL COMPLETION TO ENSURE REQUIREMENTS HAVE BEEN MET. NO TOPSOIL SHALL BE PLACED WHILE IN A FROZEN OR MUDDY CONDITION.
- PLACE TOPSOIL IN AREAS WHERE REQUIRED TO OBTAIN THICKNESS AS SCHEDULED. PLACE TOPSOIL DURING DRY WEATHER. PROVIDE ADDITIONAL IMPORTED TOPSOIL REQUIRED TO BRING SURFACE TO PROPOSED FINISH GRADE, AS REQUIRED.
- COMPACTED TOPSOIL THICKNESS AT THE FOLLOWING AREAS.
  - LAWN AREAS: 4 INCHES MINIMUM OR AS NECESSARY TO ACHIEVE EVEN GRADES WITH SURROUNDING LAWN AREAS.
  - PLANTER BEDS: 18 INCHES MINIMUM
- FINE GRADE TOPSOIL TO SMOOTH, EVEN SURFACE WITH LOOSE, UNIFORM FINE TEXTURE. REMOVE RIDGES AND FILL DEPRESSIONS, AS REQUIRED TO MEET FINISH GRADES. FINISH GRADE OF TOPSOIL SHALL BE 2" BELOW FINISH GRADE OF PAVEMENTS AREAS FOR SOD AND 1" FOR SEED.
- TOPSOIL STOCKPILE LOCATIONS TO BE COVERED COORDINATE WITH EROSION AND SEDIMENT CONTROL PLAN.
- ALL GRAVEL, SUBBASE, AND OTHER IMPORTED FILL MATERIALS OTHER THAN TOPSOIL SHALL ONLY BE STOCKPILED IN PROPOSED IMPERVIOUS AREAS. NO GRAVEL OR ROCK MATERIALS SHALL BE STOCKPILED OR TEMPORARILY PLACED IN PROPOSED LANDSCAPE AREAS TO PREVENT LANDSCAPE AREAS FROM BEING CONTAMINATED WITH ROCK MATERIALS. CONTRACTOR SHALL SUBMIT A DETAILED STOCKPILE PLAN TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO ANY EARTHWORK OPERATIONS.

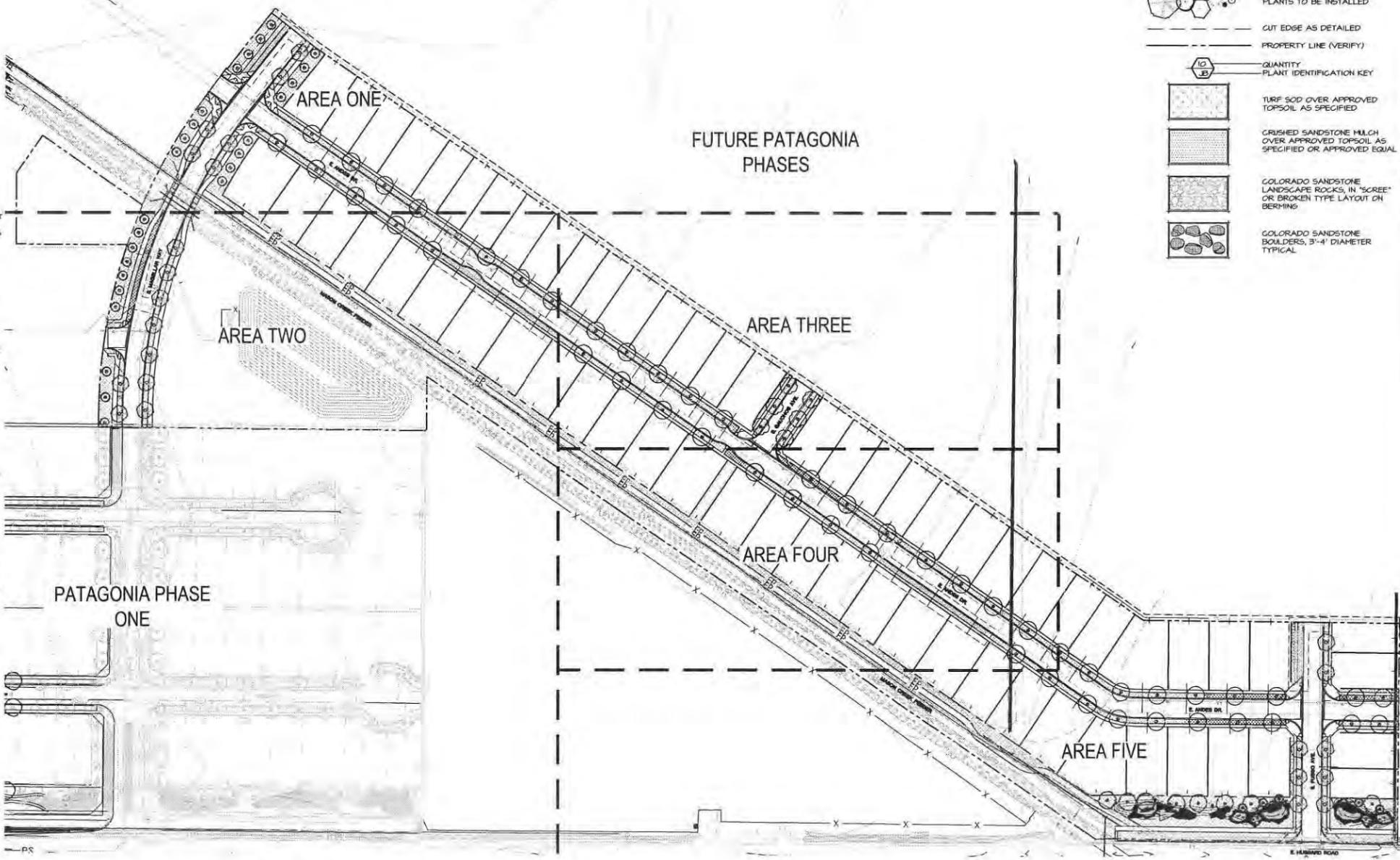
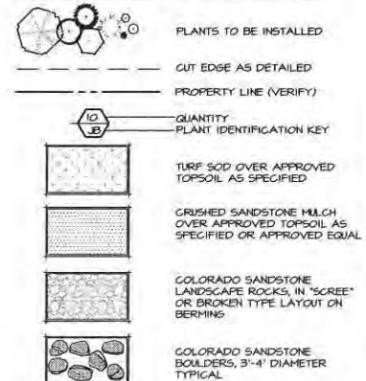
**LANDSCAPE NOTES:**

- CONTRACTOR SHALL REPORT TO LANDSCAPE ARCHITECT ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK, PRIOR TO BEGINNING WORK.
- NO MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT THE LANDSCAPE ARCHITECT'S PRIOR WRITTEN APPROVAL. ALTERNATE MATERIALS OF SIMILAR SIZE AND CHARACTER MAY BE CONSIDERED IF SPECIFIED PLANT MATERIALS CAN NOT BE OBTAINED.
- COORDINATE ALL WORK WITH ALL OTHER SITE RELATED DEVELOPMENT DRAWINGS.
- COORDINATE WORK SCHEDULE AND OBSERVATIONS WITH LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION START-UP.
- ALL PLANT MATERIAL SHALL BE INSTALLED AS PER DETAILS.
- ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN. PLANTS WILL BE REJECTED IF NOT IN A SOUND AND HEALTHY CONDITION.
- IN THE EVENT OF A PLANT COUNT DISCREPANCY, PLANT SYMBOLS SHALL OVERRIDE SCHEDULE QUANTITIES AND CALL OUT SYMBOL NUMBERS.
- ALL PLANTING BEDS SHALL BE COVERED WITH A MINIMUM OF 3" DEPTH OF CRUSHED SANDSTONE MULCH. SUBMIT SAMPLE FOR APPROVAL.
- ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF TWO YEARS, BEGINNING AT THE DATE OF ACCEPTANCE BY THE OWNER, REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN A HEALTHY CONDITION IMMEDIATELY WITH THE SAME SIZE AND SPECIES AT NO COST TO THE OWNER.
- FINISH GRADES SHALL PROVIDE A SMOOTH TRANSITION WITH ADJACENT SURFACES AND ENSURE POSITIVE DRAINAGE IN ACCORDANCE WITH THE SITE GRADING PLAN.
- AMEND EXISTING APPROVED TOPSOIL AT A RATIO OF THREE CUBIC YARDS OF APPROVED COMPOST PER 1000 SQUARE FEET. ROTO-TILL ORGANIC MATTER A MINIMUM OF 6 INCHES INTO TOPSOIL.
- FERTILIZE ALL TREES AND SHRUBS WITH AGRIFORM PLANTING TABLETS. QUANTITY PER MANUFACTURER'S RECOMMENDATIONS.
- ALL PLANTING BEDS SHALL HAVE A MINIMUM 18" DEPTH OF TOPSOIL. LAWN AREAS SHALL HAVE A MINIMUM 12" DEPTH OF TOPSOIL. SPREAD, COMPACT, AND FINE GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE 3" BELOW ADJACENT SURFACES OF PLANTER BED AREAS, 1-1/2" BELOW ADJACENT SURFACES OF TURF SOD AREAS, AND 1" BELOW ADJACENT SURFACES OF TURF SEED AREAS.
- REUSE EXISTING TOPSOIL STOCKPILED ON THE SITE. SUPPLEMENT WITH IMPORTED TOPSOIL WHEN QUANTITIES ARE INSUFFICIENT. VERIFY SUITABILITY AND CONDITION OF TOPSOIL AS A GROWING MEDIUM. PERFORM SOIL TEST/ANALYSIS AND PROVIDE ADDITIONAL AMENDMENT AS DETERMINED BY SOIL TESTS. TOPSOIL SHALL BE A LOOSE, FRIABLE, SANDY LOAM, CLEAN AND FREE OF TOXIC MATERIALS, NOXIOUS WEEDS, WEED SEEDS, ROCKS, GRASS OR OTHER FOREIGN MATERIAL AND HAVE A PH OF 5.5 TO 7.0. IF ON-SITE TOPSOIL DOES NOT MEET THESE MINIMUM STANDARDS, CONTRACTOR IS RESPONSIBLE TO EITHER.
  - PROVIDE APPROVED IMPORTED TOPSOIL.
  - IMPROVE ON-SITE TOPSOIL WITH METHODS APPROVED BY THE LANDSCAPE ARCHITECT.
- IF IMPORTED TOPSOIL FROM OFF-SITE SOURCES IS REQUIRED, ENSURE IT IS FERTILE, FRIABLE, NATURAL LOAM SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, STONES LARGER THAN 2 INCHES IN ANY DIMENSION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.
  - OBTAIN TOPSOIL FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THOSE FOUND ON THE PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY WELL-DRAINED SITES WHERE TOPSOIL OCCURS AT A DEPTH OF NOT LESS THAN 4 INCHES.
  - REPRESENTATIVE SAMPLES SHALL BE TESTED FOR ACIDITY, FERTILITY, TOXICITY, AND GENERAL TEXTURE BY A RECOGNIZED COMMERCIAL OR GOVERNMENT AGENCY AND COPIES OF THE TESTING AGENCY'S FINDINGS AND RECOMMENDATIONS SHALL BE FURNISHED TO THE OWNER'S REPRESENTATIVE BY THE CONTRACTOR. NO TOPSOIL SHALL BE DELIVERED IN A FROZEN OR MUDDY CONDITION. ACIDITY/ALKALINITY RANGE - PH 5.5 TO 7.0.
- IMMEDIATELY CLEAN UP ANY TOPSOIL OR OTHER DEBRIS ON THE SITE CREATED FROM LANDSCAPE OPERATIONS AND DISPOSE OF PROPERLY OFF SITE.
- TREES SHALL NOT BE PLANTED WITHIN THE 10'-0" CLEAR ZONE OF ALL AGED, STORM DRAIN PIPE, STRUCTURES, OR FACILITIES. TREES SHALL NOT BE PLANTED WITHIN 5'-0" OF AN A.C.H.D. SIDEWALK.
- SEEPAGE BEDS AND OTHER STORM DRAINAGE FACILITIES MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
- IN THE EVENT OF A DISCREPANCY, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

**PLANT SCHEDULE**

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES	CLASS
<b>DECIDUOUS SHADE TREES</b>						
6	PO	Platanus occidentalis	Sycamore	2" CAL.	B4B	II
2	AP	Acer platanoides 'Deborah'	Deborah Norway Maple	2" CAL.	B4B	II
6	GT	Gleditsia triacanthos inermis 'Shademaster'	Shademaster Honeylocust	2" CAL.	B4B	II
5	TC	Tilia cordata	Little Leaf Linden	2" CAL.	B4B	II
23	ZS	Zelkova serrata 'Green Vase'	Green Vase Zelkova	2" CAL.	B4B	II
<b>ORNAMENTAL FLOWERING TREES</b>						
26	PV	Prunus virginiana 'Canada Red'	Canada Red Chokecherry	2" CAL.	B4B	I
<b>CONIFER TREES</b>						
3	PS	Pinus strobus	White Pine	6'-7" HGT.	B4B	
3	PN	Pinus nigra	Austrian Pine	6'-7" HGT.	B4B	
8	PP	Picea pungens	Colorado Blue Spruce	6'-7" HGT.	B4B	
<b>SHRUBS/PERENNIALS/ORNAMENTAL GRASSES</b>						
11	GA	Calamagrostis x aquiflora 'Carl Foerster'	Foerster's Feather Reed Grass	#1		
6	EA	Eragrostis alatus 'Compassus'	Winged Burning Bush	#2		
5	HS	Helleborus scaberrimus	Blue Owl Grass	#1		
13	JS	Juniperus squamata 'Blue Star'	Blue Star Juniper	#1		
13	RC	Rhus copallina var. latifolia 'Morton'	Prairie Flame Sumac	#2		
5	HR	Hemerocallis 'Red Rum'	Red Rum Daylily	#1		

**LANDSCAPE LEGEND**



**OVERALL LANDSCAPE PLAN**



Professional information including name, address, and contact details of the landscape architect.



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PATAGONIA SUBDIVISION NO. 2  
E. HUBBARD ROAD  
KUNA, IDAHO  
PHASE 2 - OVERALL LANDSCAPE

NO.	DATE	DESCRIPTION

PROJECT NO.: 17058  
DRAWN BY: TC  
CHECKED BY: JB  
DATE: 03/29/2017  
SHEET NUMBER: L1.0

CONSTRUCTION DOCUMENTS

**PLANT SCHEDULE**

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES	CLASS
<b>DECIDUOUS SHADE TREES</b>						
6	PD	Platanus occidentalis	Sycamore	2" CAL.	B4B	II
2	AP	Acer platanoides 'Deborah'	Deborah Norway Maple	2" CAL.	B4B	II
6	GT	Gleditsia triacanthos 'Inermis' 'Shademaster'	Shademaster Honeylocust	2" CAL.	B4B	II
5	TC	Tilia cordata	Little Leaf Linden	2" CAL.	B4B	II
23	ZS	Zelkova serrata 'Green Vase'	Green Vase Zelkova	2" CAL.	B4B	II
<b>ORNAMENTAL FLOWERING TREES</b>						
26	PV	Prunus virginiana 'Canada Red'	Canada Red Chokecherry	2" CAL.	B4B	I
<b>CONIFER TREES</b>						
3	PS	Pinus strobus	White Pine	6"-1' HGT.	B4B	
3	PN	Pinus nigra	Austrian Pine	6"-1' HGT.	B4B	
8	PP	Picea pungens	Colorado Blue Spruce	6"-1' HGT.	B4B	
<b>SHRUBS/PERENNIALS/ORNAMENTAL GRASSES</b>						
11	CA	Calamagrostis x acutiflora 'Karl Foerster'	Foerster's Feather Reed Grass	#1		
6	EA	Evonymus alatus 'Compactus'	Hinged Burning Bush	#2		
5	HS	Helictotrichon sempervirens	Blue Oat Grass	#1		
5	JS	Juniperus squamata 'Blue Star'	Blue Star Juniper	#1		
13	RL	Rhus copallina var. latifolia 'Morton'	Frane Flame Sumac	#2		
5	HR	Hemerocallis 'Red Rum'	Red Rum Daylily	#1		

**LANDSCAPE LEGEND**

PLANTS TO BE INSTALLED

CUT EDGE AS DETAILED

PROPERTY LINE (VERIFY)

QUANTITY PLANT IDENTIFICATION KEY

TURF SOD OVER APPROVED TOPSOIL AS SPECIFIED

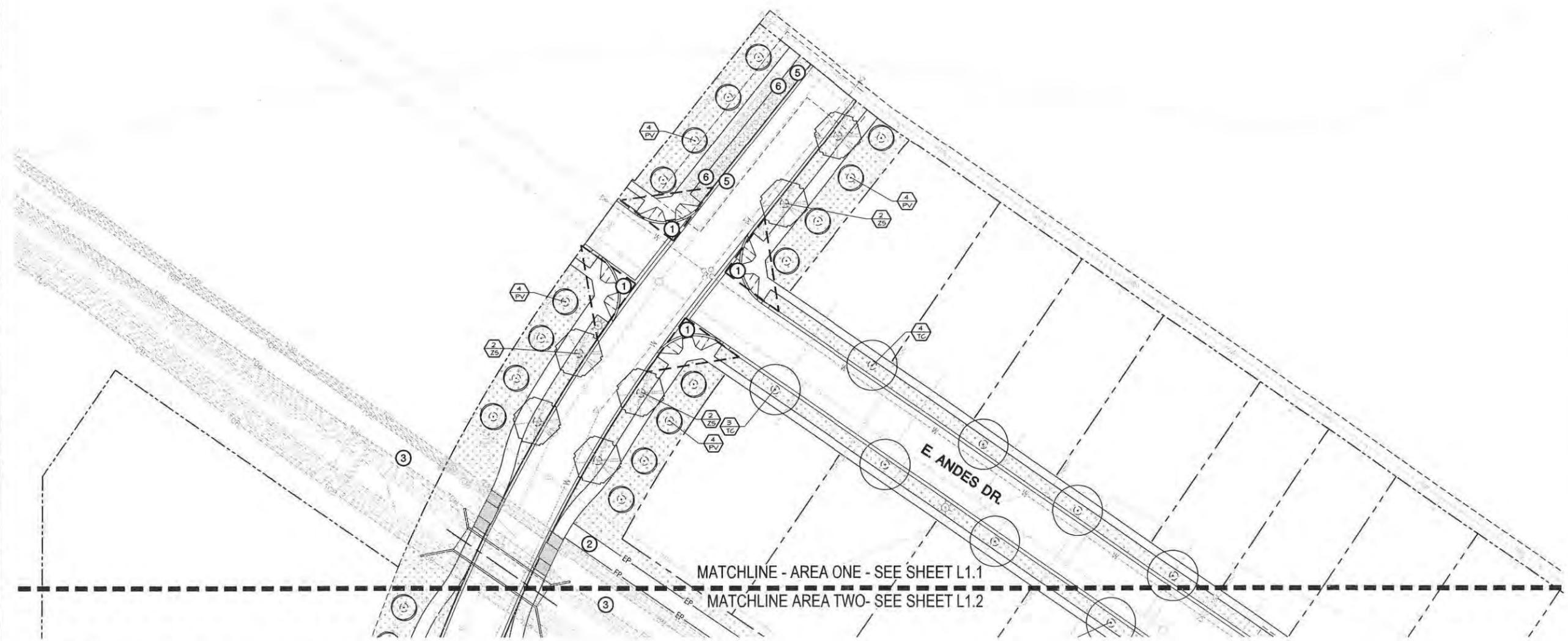
GRUSHED SANDSTONE MULCH OVER APPROVED TOPSOIL AS SPECIFIED OR APPROVED EQUAL

GOLORADO SANDSTONE LANDSCAPE ROCKS, IN 'SCREE' OR BROKEN TYPE LAYOUT ON BERMING

GOLORADO SANDSTONE BOULDERS, 3'-4" DIAMETER TYPICAL

**CALLOUT LEGEND**

- ① 40'-0" VISION TRIANGLE
- ② 10' WIDE GREENBELT PATHWAY CANAL
- ③ MASON CREEK CANAL
- ④ STORMWATER BASIN PER CIVIL
- ⑤ ACHD STORM DRAIN EASEMENT
- ⑥ SEEPAGE BED PER CIVIL



**LANDSCAPE PLAN - AREA ONE**

SCALE: 1" = 30'-0"

30 0 30 60 90

PATAGONIA SUBDIVISION NO. 2  
E. HUBBARD ROAD  
KUNA, IDAHO  
LANDSCAPE PLAN - AREA ONE

**811**  
Know what's below.  
Call before you dig.  
CALL 811 OR VISIT 811.COM  
YOU MAY BE REQUIRED TO OBTAIN A PERMIT FROM THE LOCAL GOVERNMENT AND/OR MEMBER UTILITIES.

REVISIONS

No.	Date	Description

PROJECT NO.: 17058  
DRAWN BY: TC  
CHECKED BY: JS  
DATE: 03/29/2017

SHEET NUMBER  
**L1.1**

CONSTRUCTION DOCUMENTS

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**BRECKON**  
LANDSCAPE DESIGN

Call Breckon for:  
Landscape Architecture  
Landscape Construction  
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Landscape Lighting  
Landscape Paving  
Landscape Water Features

8881 North Greenwood Street  
Kuna, Idaho 83646  
Phone: 208-378-8883  
Fax: 208-378-8884  
www.breckonlandscapedesign.com



### PLANT SCHEDULE

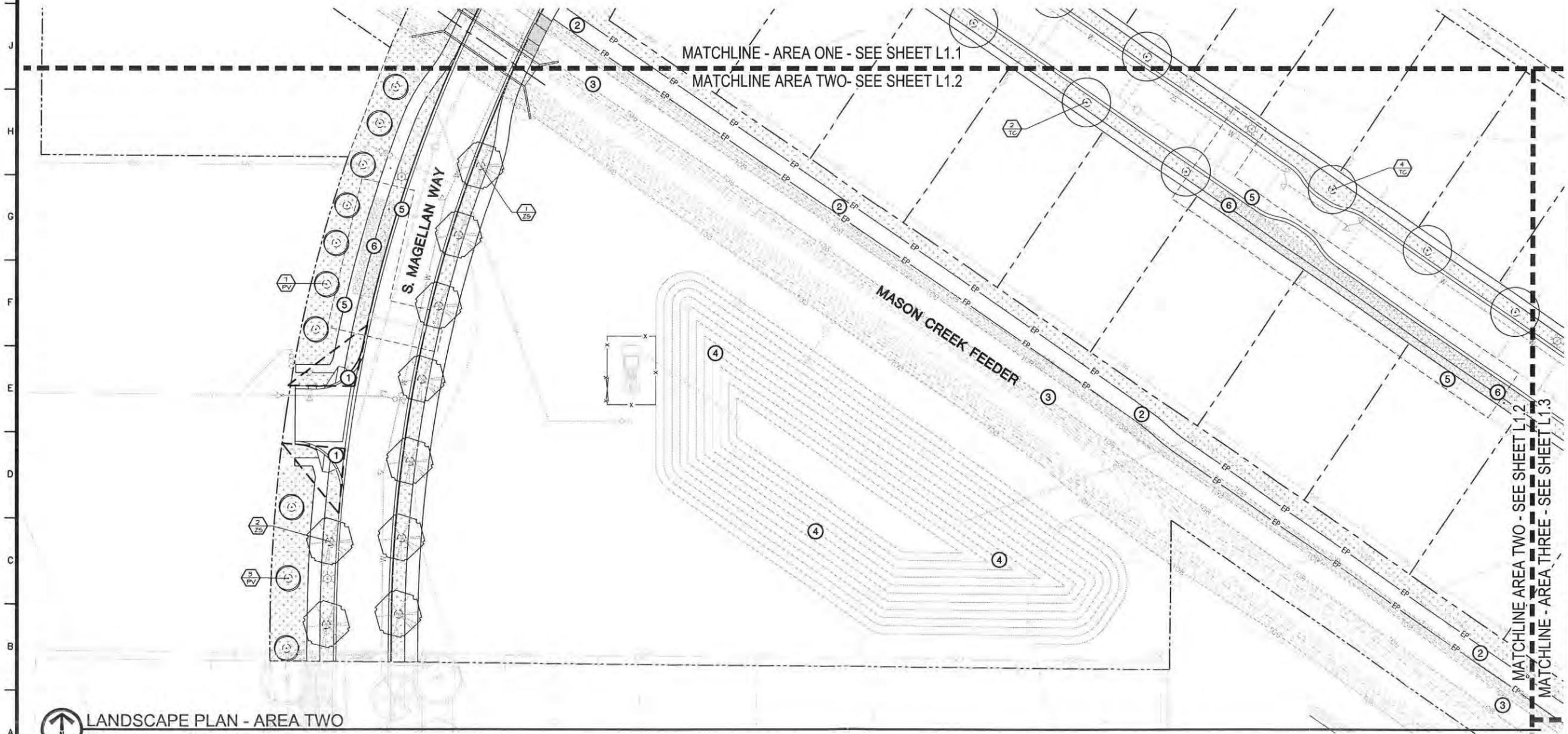
QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES	CLASS
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<b>ORNAMENTAL FLOWERING TREES</b>						
26	PV	Prunus virginiana 'Canada Red'	Canada Red Chokecherry	2" CAL.	B4B	I
<b>CONIFER TREES</b>						
3	PS	Pinus strobus	White Pine	6"-7" hgt.	B4B	
3	PN	Pinus nigra	Austrian Pine	6"-7" hgt.	B4B	
8	PP	Picea pungens	Colorado Blue Spruce	6"-7" hgt.	B4B	
<b>SHRUBS/PERENNIALS/ORNAMENTAL GRASSES</b>						
11	CA	Calamagrostis x acutiflora 'Karl Foerster'	Foerster's Feather Reed Grass	#1		
6	EA	Euonymus alatus 'Compactus'	Winged Burning Bush	#2		
5	HS	Helictotrichon sempervirens	Blue Oat Grass	#1		
13	JS	Juniperus squarata 'Blue Star'	Blue Star Juniper	#1		
5	RZ	Rhus copallina var. latifolia 'Horton'	Prairie Flame Sumac	#2		
5	HR	Hemerocallis 'Red Rum'	Red Rum Daylily	#1		

### LANDSCAPE LEGEND

- PLANTS TO BE INSTALLED
- CUT EDGE AS DETAILED
- PROPERTY LINE (VERIFY)
- QUANTITY PLANT IDENTIFICATION KEY
- TURF SOD OVER APPROVED TOPSOIL AS SPECIFIED
- CRUSHED SANDSTONE MULCH OVER APPROVED TOPSOIL AS SPECIFIED OR APPROVED EQUAL
- COLORADO SANDSTONE LANDSCAPE ROCKS, IN "SCREE" OR BROKEN TYPE LAYOUT ON BERMING
- COLORADO SANDSTONE BOULDERS, 3'-4" DIAMETER TYPICAL

### CALLOUT LEGEND

- 1 40'-0" VISION TRIANGLE
- 2 10' WIDE GREENBELT PATHWAY @ CANAL
- 3 MASON CREEK CANAL
- 4 STORMWATER BASIN PER CIVIL
- 5 ACHD STORM DRAIN EASEMENT
- 6 SEEPAGE BED PER CIVIL



LANDSCAPE PLAN - AREA TWO

SCALE: 1" = 30'-0"

STATE OF IDAHO  
LANDSCAPE ARCHITECTURE  
JAMES R. HENNING  
1001 North Diamond Street  
Garden City, Idaho 83714  
Phone: 208-378-7613  
www.jameshenning.com

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PATAGONIA SUBDIVISION NO. 2  
E. HUBBARD ROAD  
KUNA, IDAHO  
LANDSCAPE PLAN - AREA TWO

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Know what's below.  
Call before you dig.  
CALL 2 BUSINESS DAYS BEFORE YOU DIG. OR YOU WILL BE MARKED AT YOUR OWN RISK.  
NUMBER UTILITIES

REVISIONS	No.	Date	Description

PROJECT NO.: 17058  
DRAWN BY: TC  
CHECKED BY: JS  
DATE: 03/29/2017

SHEET NUMBER  
L1.2

CONSTRUCTION DOCUMENTS

**PLANT SCHEDULE**

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES	CLASS
<b>DECIDUOUS SHADE TREES</b>						
6	PO	Platanus occidentalis	Sycamore	2" CAL.	B4B	II
2	AP	Acer platanoides 'Deborah'	Deborah Norway Maple	2" CAL.	B4B	II
6	ST	Sheddenia trilobata 'Shademaster'	Shademaster Norway Spruce	2" CAL.	B4B	II
51	TC	Tilia cordata	Little Leaf Linden	2" CAL.	B4B	II
23	ZS	Zelkova serrata 'Green Vase'	Green Vase Zelkova	2" CAL.	B4B	II
<b>ORNAMENTAL FLOWERING TREES</b>						
26	PV	Prunus virginiana 'Canada Red'	Canada Red Chokecherry	2" CAL.	B4B	I
<b>CONIFER TREES</b>						
3	PS	Pinus strobus	White Pine	6"-1' hgt.	B4B	
3	PN	Pinus nigra	Austrian Pine	6"-1' hgt.	B4B	
8	PP	Picea pungens	Colorado Blue Spruce	6"-1' hgt.	B4B	
<b>SHRUBS/PERENNIALS/ORNAMENTAL GRASSES</b>						
11	CA	Calamagrostis x acutiflora 'Karl Foerster'	Foerster's Feather Reed Grass	#1		
6	EA	Eriogonum alatum 'Compactum'	Hinged Burning Bush	#2		
5	HS	Helictotrichon sempervirens	Blue Owl Grass	#1		
13	JS	Juniperus squamata 'Blue Star'	Blue Star Juniper	#1		
13	RC	Rhus copallina var. latifolia 'Morton'	Prairie Flame Sumac	#2		
5	HR	Hemerocallis 'Red Rum'	Red Rum Daylily	#1		

**LANDSCAPE LEGEND**

PLANTS TO BE INSTALLED

CUT EDGE AS DETAILED

PROPERTY LINE (VERIFY)

QUANTITY  
PLANT IDENTIFICATION KEY

TURF SOIL OVER APPROVED TOPSOIL AS SPECIFIED

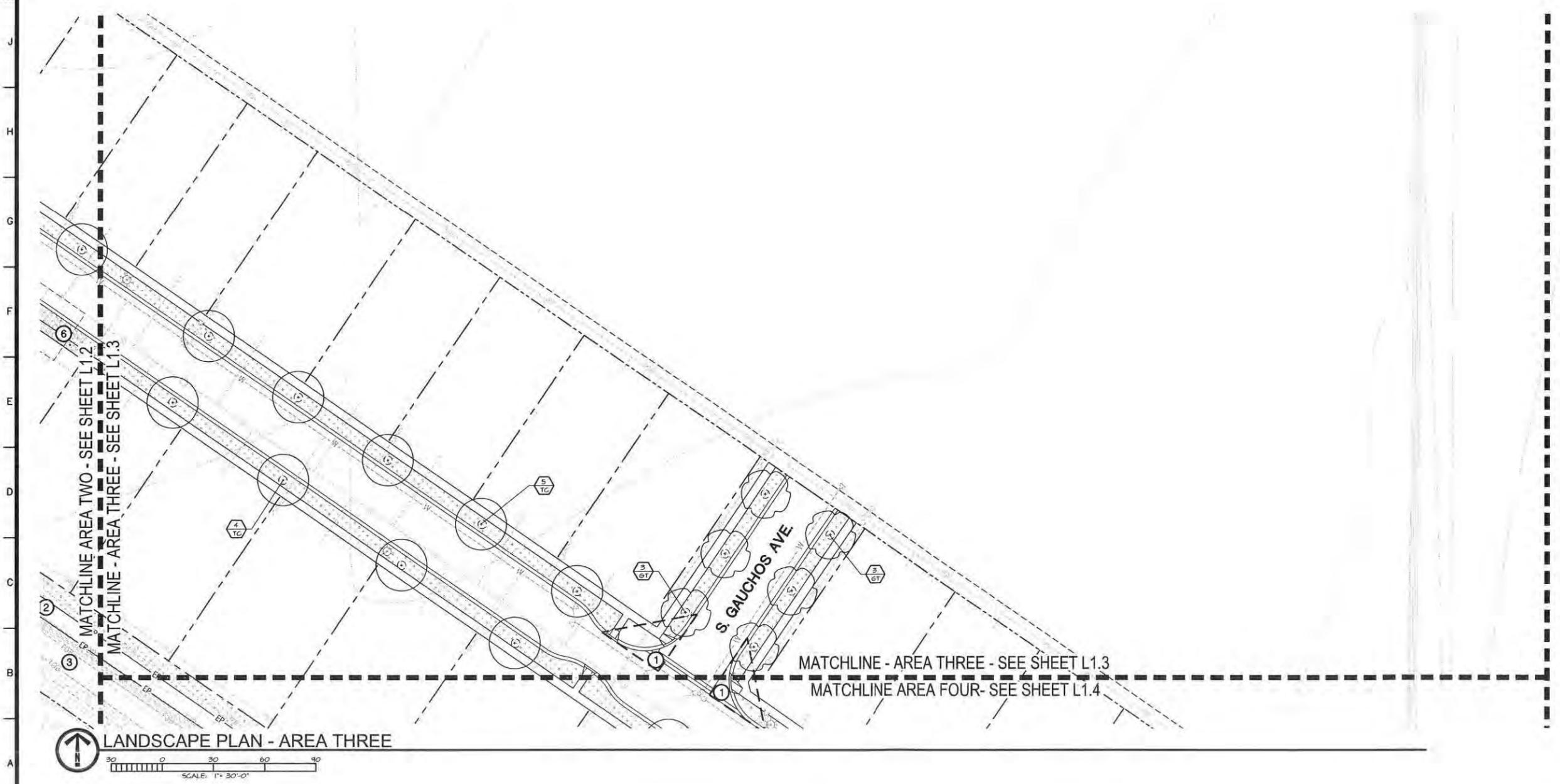
CRUSHED SANDSTONE MULCH OVER APPROVED TOPSOIL AS SPECIFIED OR APPROVED EQUAL

COLORADO SANDSTONE LANDSCAPE ROCKS, IN "SCREE" OR BROKEN TYPE LAYOUT ON BERMING

COLORADO SANDSTONE BOULDERS, 3'-4' DIAMETER TYPICAL

**CALLOUT LEGEND**

- 1 40'-0" VISION TRIANGLE
- 2 10' WIDE GREENBELT PATHWAY @ CANAL
- 3 MASON CREEK CANAL
- 4 STORMWATER BASIN PER CIVIL
- 5 ACHD STORM DRAIN EASEMENT
- 6 SEEPAGE BED PER CIVIL



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Cottonwood, Idaho 83414

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PATAGONIA SUBDIVISION NO. 2  
E. HUBBARD ROAD  
KUNA, IDAHO  
LANDSCAPE PLAN - AREA THREE

REVISIONS

No.	Date	Description

PROJECT NO.: 17058  
DRAWN BY: TC  
CHECKED BY: JB  
DATE: 03/29/2017

SHEET NUMBER  
**L1.3**

CONSTRUCTION DOCUMENTS

**PLANT SCHEDULE**

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES	CLASS
<b>DECIDUOUS SHADE TREES</b>						
6	PD	Platanus occidentalis	Sycamore	2" CAL.	B4B	II
2	AP	Acer platanoides 'Dabarah'	Dabarah Norway Maple	2" CAL.	B4B	II
6	ST	Stedidtia trilobanthos inermis 'Shademaster'	Shademaster Honeolost	2" CAL.	B4B	II
51	TC	Tilia cordata	Little Leaf Linden	2" CAL.	B4B	II
23	ZS	Zelkova serrata 'Green Vase'	Green Vase Zelkova	2" CAL.	B4B	II
<b>ORNAMENTAL FLOWERING TREES</b>						
20	PV	Prunus virginiana 'Canada Red'	Canada Red Chokecherry	2" CAL.	B4B	I
<b>CONIFER TREES</b>						
3	PS	Pinus Strobus	White Pine	6"-1" hgt.	B4B	II
3	PN	Pinus nigra	Austrian Pine	6"-1" hgt.	B4B	II
0	PP	Picea pungens	Colorado Blue Spruce	6"-1" hgt.	B4B	II
<b>SHRUBS/PERENNIALS/ORNAMENTAL GRASSES</b>						
11	CA	Calamagrostis x acutiflora 'Karl Foerster'	Foerster's Feather Reed Grass	#1		
6	EA	Euonymus alatus 'Compactus'	Hinged Burning Bush	#2		
5	HS	Helictotrichon sempervirens	Blue Oat Grass	#1		
13	JS	Juniperus squamata 'Blue Star'	Blue Star Juniper	#1		
13	RC	Rhus copallina var. latifolia 'Morton'	Proline Flame Sumac	#2		
5	HR	Hemerocallis 'Red Rum'	Red Rum Daylily	#1		

**LANDSCAPE LEGEND**

PLANTS TO BE INSTALLED

CUT EDGE AS DETAILED

PROPERTY LINE (VERIFY)

QUANTITY PLANT IDENTIFICATION KEY

TURF SOD OVER APPROVED TOPSOIL AS SPECIFIED

CRUSHED SANDSTONE MULCH OVER APPROVED TOPSOIL AS SPECIFIED OR APPROVED EQUAL

COLORADO SANDSTONE LANDSCAPE ROCKS, IN "SCREE" OR BROKEN TYPE LAYOUT ON BERMING

COLORADO SANDSTONE BOULDERS, 3"-4" DIAMETER TYPICAL

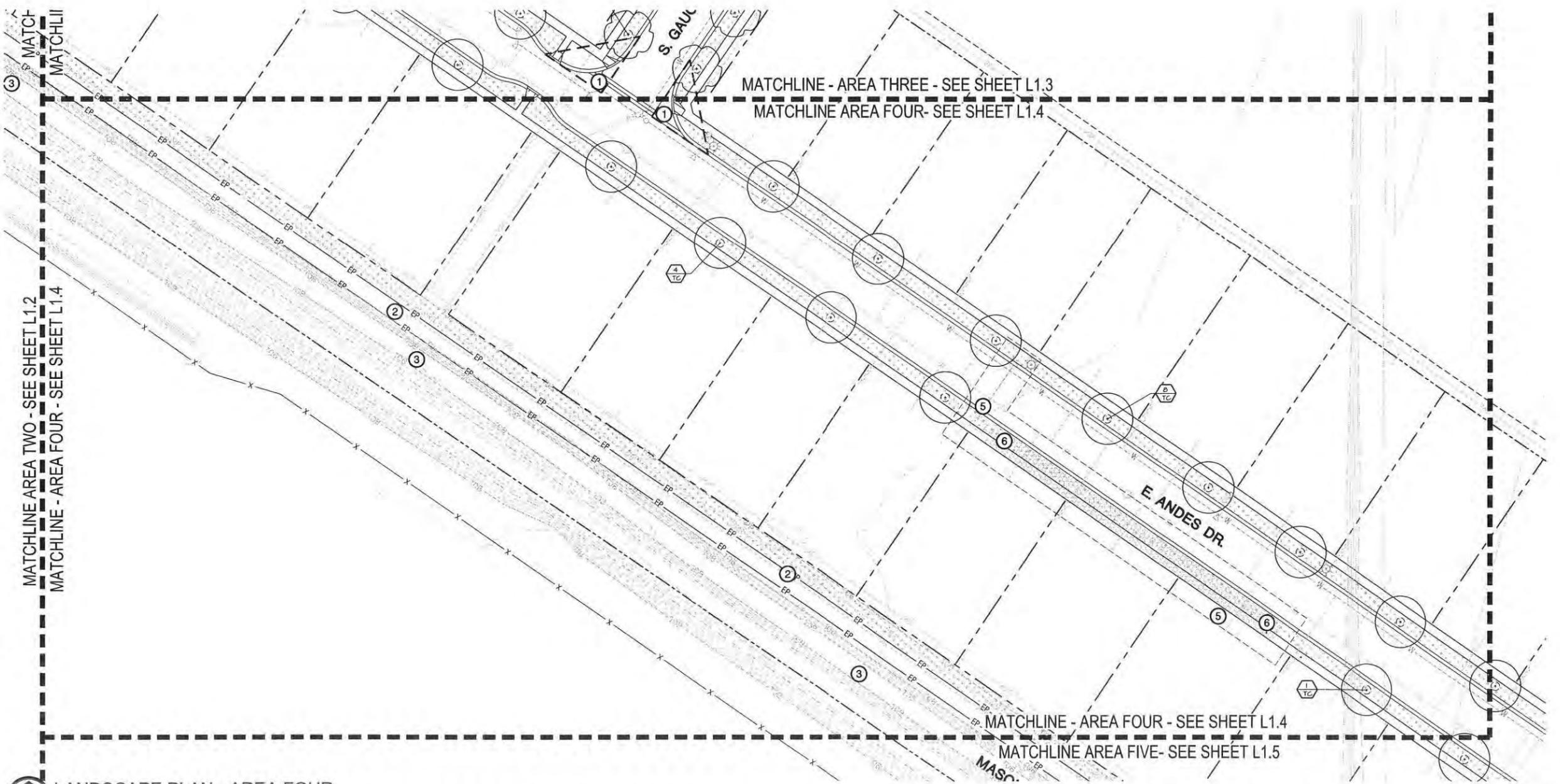
**CALLOUT LEGEND**

- ① 40'-0" VISION TRIANGLE
- ② 10' WIDE GREENBELT PATHWAY @ CANAL
- ③ MASON CREEK CANAL
- ④ STORMWATER BASIN PER CIVIL
- ⑤ ACHD STORM DRAIN EASEMENT
- ⑥ SEEPAGE BED PER CIVIL



**BRECKON**

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 200. Urban Water Utility Safety



**LANDSCAPE PLAN - AREA FOUR**

Scale: 1" = 30'-0"

North Arrow

PATAGONIA SUBDIVISION NO. 2  
 E. HUBBARD ROAD  
 KUNA, IDAHO  
 LANDSCAPE PLAN - AREA FOUR

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REVISIONS

No.	Date	Description

PROJECT NO.: 17058  
 DRAWN BY: TC  
 CHECKED BY: JS  
 DATE: 03/29/2017

SHEET NUMBER  
**L14**

CONSTRUCTION DOCUMENTS

### PLANT SCHEDULE

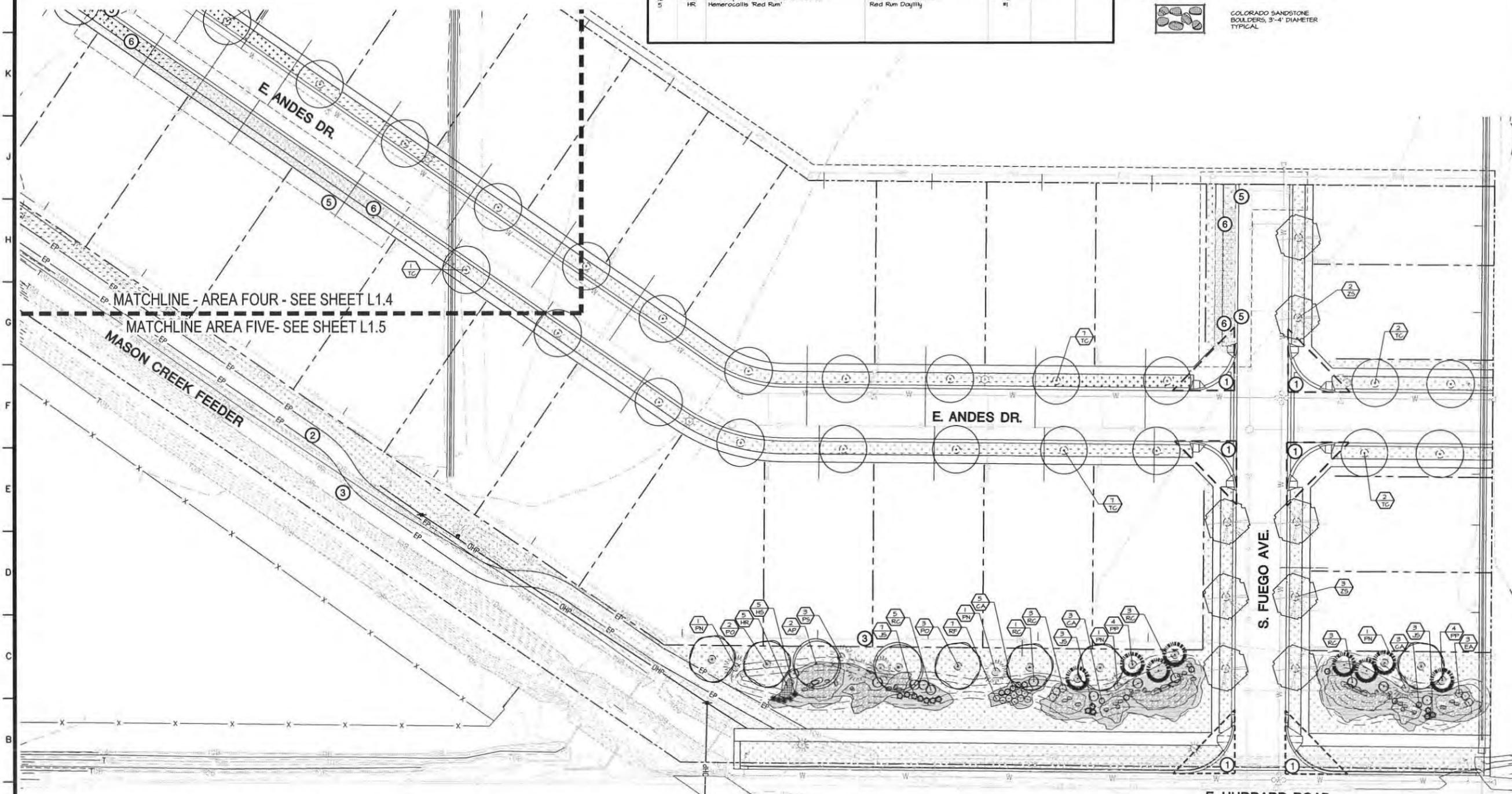
QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES	CLASS
<b>DECIDUOUS SHADE TREES</b>						
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6	ST	Gleditsia triacanthos inermis 'Shademaster'	Shademaster Honeylocust	2" CAL	B4B	II
54	TC	Tilia cordata	Little Leaf Linden	2" CAL	B4B	II
28	ZS	Zelkova serrata 'Green Vase'	Green Vase Zelkova	2" CAL	B4B	II
<b>ORNAMENTAL FLOWERING TREES</b>						
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3	PN	Pinus nigra	Austrian Pine	6"-7" hgt	B4B	
8	PP	Picea pungens	Colorado Blue Spruce	6"-7" hgt	B4B	
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6	EA	Euonymus alatus 'Compactus'	Winged Burning Bush	#2		
5	HS	Helictotrichon sempervirens	Blue Oat Grass	#1		
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13	RC	Rhus copallina var. latifolia 'Morton'	Prairie Flame Sumac	#2		
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### LANDSCAPE LEGEND

- PLANTS TO BE INSTALLED
- CUT EDGE AS DETAILED
- PROPERTY LINE (VERIFY)
- QUANTITY PLANT IDENTIFICATION KEY
- TURF SOD OVER APPROVED TOPSOIL AS SPECIFIED
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- COLORADO SANDSTONE BOULDERS, 3'-4" DIAMETER TYPICAL

### CALLOUT LEGEND

- 40'-0" VISION TRIANGLE
- 10' NIDE GREENBELT PATHWAY & CANAL
- MASON CREEK CANAL
- STORMWATER BASIN PER CIVIL
- ACHD STORM DRAIN EASEMENT
- SEEPAGE BED PER CIVIL



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

UBIGEST  
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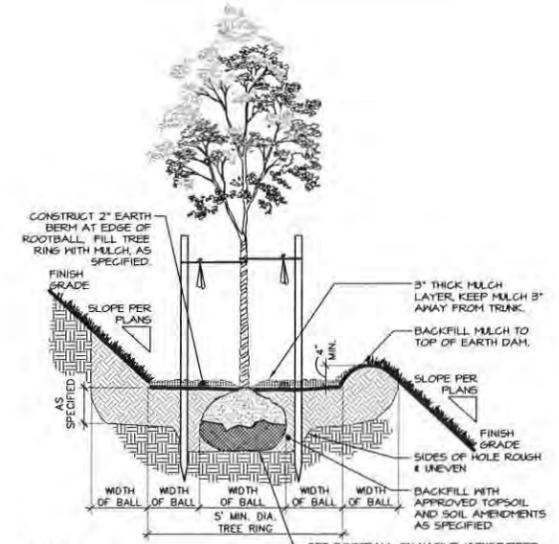
PATAGONIA SUBDIVISION NO. 2  
E. HUBBARD ROAD  
KUNA, IDAHO  
LANDSCAPE PLAN - AREA FIVE

811  
Know what's below. Call before you dig. Call 811 before any excavation, drilling, or other work that could affect underground utilities. It's the safe way to dig. It's the smart way to dig. It's the only way to dig.

REVISIONS	No.	Date	Description

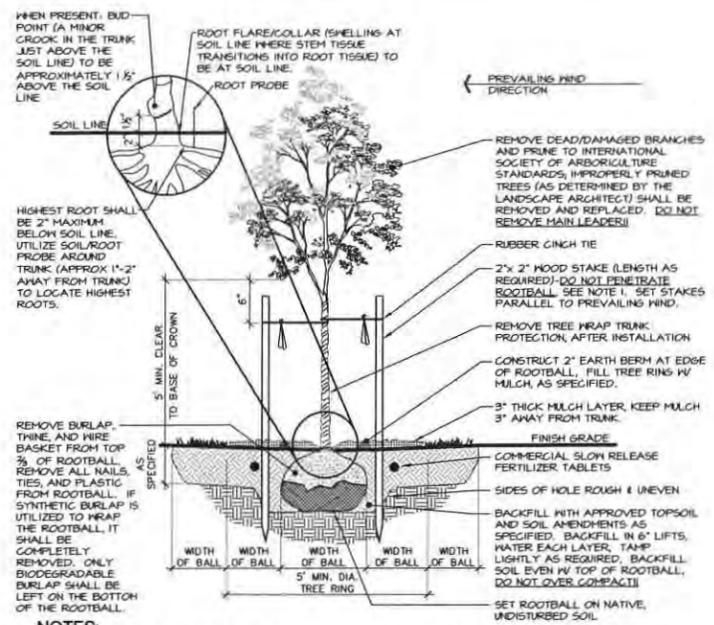
PROJECT NO.: 17058  
DRAWN BY: TC  
CHECKED BY: JS  
DATE: 03/29/2017  
SHEET NUMBER L15

CONSTRUCTION DOCUMENTS



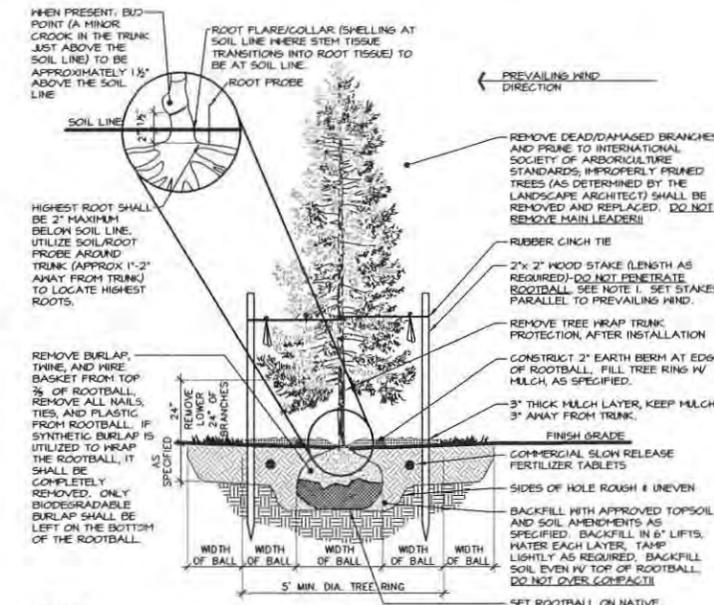
- NOTES:**
- SEE DECIDUOUS AND/OR CONIFEROUS TREE PLANTING DETAILS FOR ADDITIONAL INFORMATION.
  - IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
  - LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND OWNER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

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



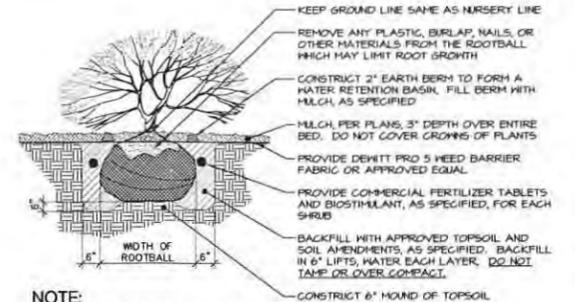
- NOTES:**
- THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR LENGTH OF WARRANTY PERIOD OR 1 YEAR AFTER SUBSTANTIAL COMPLETION WHICHEVER IS GREATER. ALL STAKING SHALL BE REMOVED AT THE END OF THE WARRANTY PERIOD.
  - IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
  - LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
  - WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
  - WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
  - IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.
  - FOR TREES LOCATED WITHIN ROADSIDE PLANTERS LESS THAN 8'-0" IN WIDTH, PROVIDE TREE ROOT BARRIER (DEEPROOT #24-2 OR APPROVED EQUAL). LOCATE ROOT BARRIER AT BACK OF CURB AND EDGE OF SIDEWALK. ALL TREE INSTALLATIONS SHALL CONFORM TO ALL AGENCY APPROVAL REQUIREMENTS, CONTRACTOR SHALL VERIFY PRIOR TO ANY INSTALLATIONS.

**2 DECIDUOUS TREE PLANTING** NOT TO SCALE



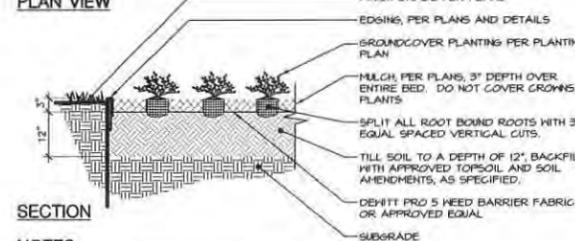
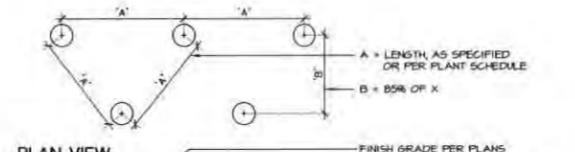
- NOTES:**
- THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR LENGTH OF WARRANTY PERIOD OR 1 YEAR AFTER SUBSTANTIAL COMPLETION WHICHEVER IS GREATER. ALL STAKING SHALL BE REMOVED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

**3 CONIFEROUS TREE PLANTING** NOT TO SCALE



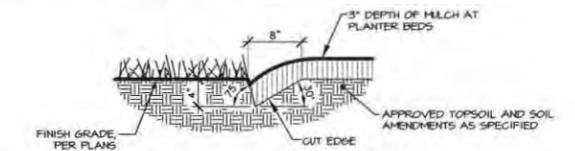
- NOTE:**
- WATER SHRUB TWICE WITHIN FIRST 24 HOURS.
  - APPLY SPECIFIED PRE-EMERGENT PER MANUFACTURER'S RECOMMENDATIONS TO ALL GROUND COVER BEDS.

**4 SHRUB PLANTING** NOT TO SCALE

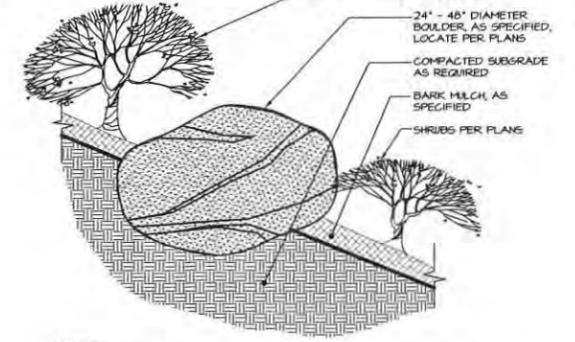


- NOTES:**
- ALL GROUND COVER PLANTS TO BE PLANTED ON CENTER AND IN A TRIANGULAR PATTERN.
  - APPLY SPECIFIED PRE-EMERGENT PER MANUFACTURER'S RECOMMENDATIONS TO ALL GROUND COVER BEDS.

**5 PERENNIAL & GROUND COVER PLANTING** NOT TO SCALE



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



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

**7 BOULDER INSTALLATION ON SLOPE** NOT TO SCALE



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PATAGONIA SUBDIVISION NO. 2  
E. HUBBARD ROAD  
KUNA, IDAHO  
LANDSCAPE DETAILS



REVISIONS		
No.	Date	Description

PROJECT NO.: 17058  
DRAWN BY: TC  
CHECKED BY: JB  
DATE: 03/29/2017  
SHEET NUMBER: L16

CONSTRUCTION DOCUMENTS





# PATAGONIA SUBDIVISION - 2013 PRELIMINARY PLAT

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



**PROJECT SITE**  
PATAGONIA SUBDIVISION

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

**2 PATAGONIA SUBDIVISION SITE PLAN**  
SCALE: 1" = 40' HORIZONTAL

HORIZONTAL SCALE IN FEET

**CIVIL INNOVATIONS, PLLC**  
P.O. Box 170611  
Boise, ID 83717-0611  
Phone: (208) 914-1770  
www.civilinnovations.com



DATE	12/12/13
BY	DLJ
PROJECT	PATAGONIA SUBDIVISION
DESCRIPTION	PRELIMINARY PLAT
SCALE	AS SHOWN

**PATAGONIA SUBDIVISION**  
KUNA, IDAHO

PRELIMINARY PLAT

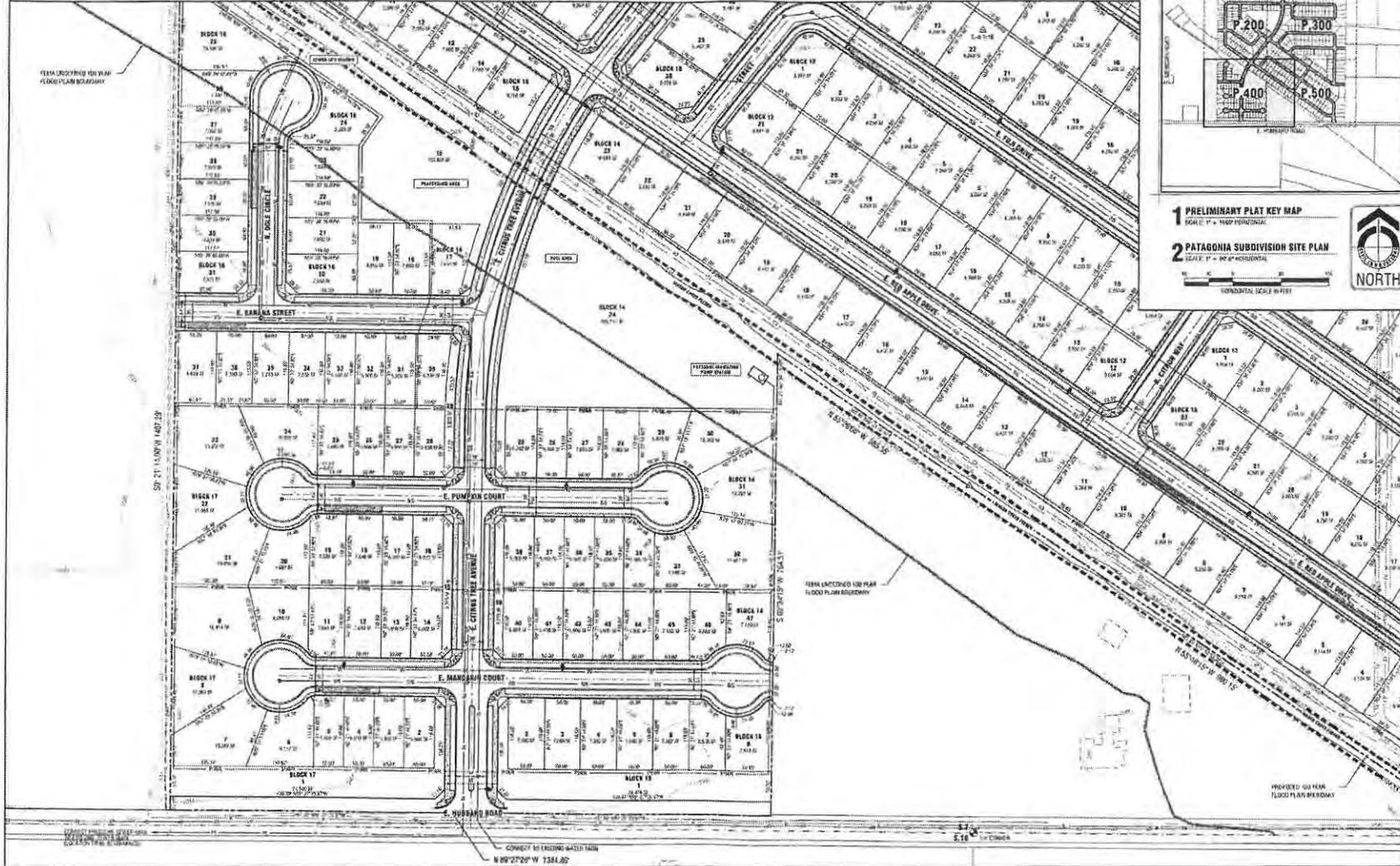
PROJECT #	PATAGONIA
DWG FILE	17-03-10.FXD
DESIGNED BY	DLJ
CHECKED BY	DLJ
DRAWN BY	DLJ
DATE	12/12/13
SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

**P.300**  
SHEET 3 OF 6

C:\Civil Innovations\Projects\17\17-03-10-PA-Patagonia\210 - Common\Drawings\214 - Plat\17-03-10-PA-Patagonia-17-03-10-PA.mxd Last Saved: 12/27/2013 10:49 am

# PATAGONIA SUBDIVISION - 2013 PRELIMINARY PLAT

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



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

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

VERTICAL SCALE: 1" = 10' FEET

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



NO.	DESCRIPTION	DATE

**PATAGONIA SUBDIVISION**  
KUNA, IDAHO  
PRELIMINARY PLAT

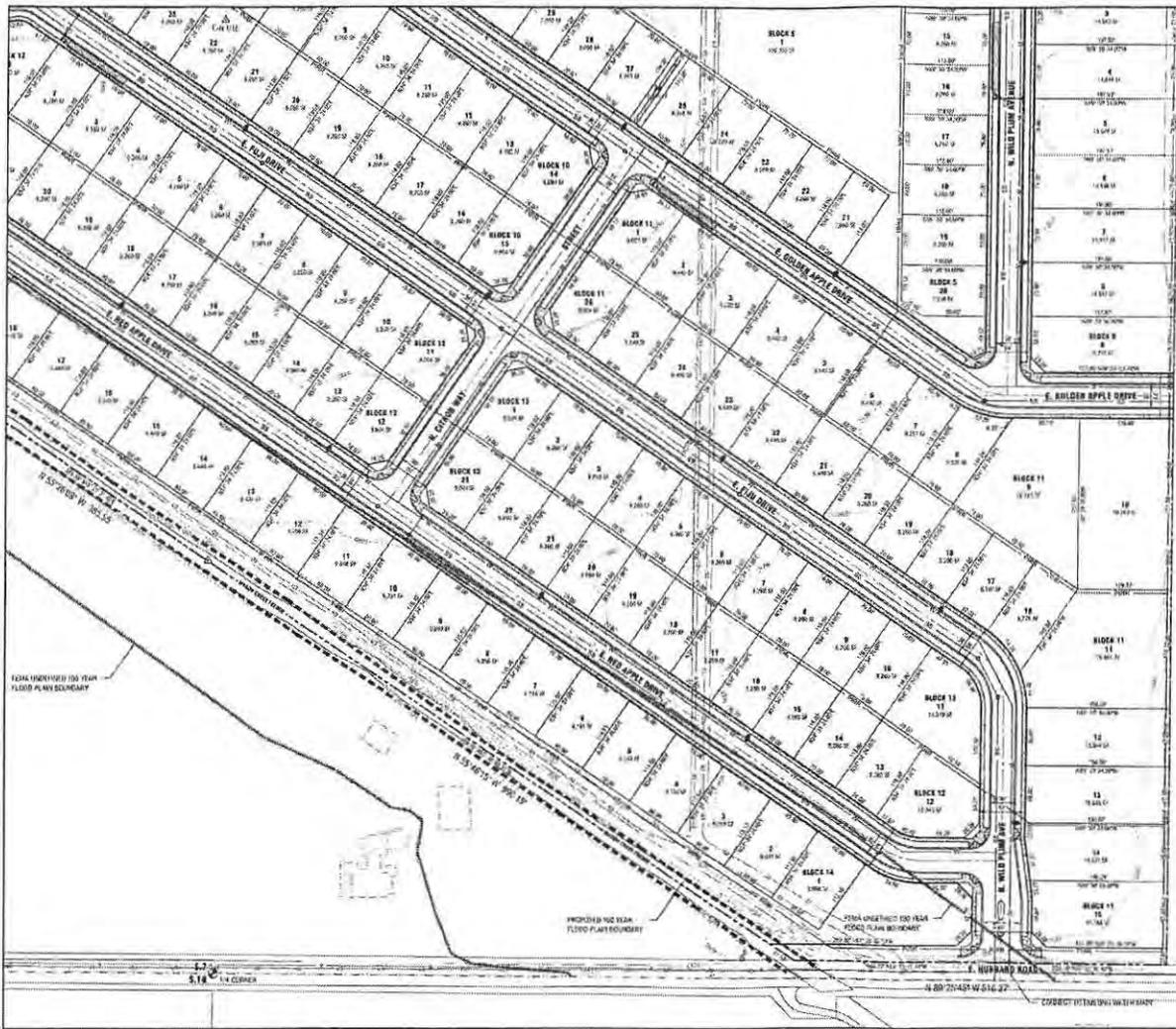
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DWG FILE	150810.PLA
DESIGNED BY	DT
DRAWN BY	KON
CHECKED BY	DT
ISSUE DATE	1/15/2013
ISSUE WHILE AS SHOWN	
SERIAL NUMBER	AS SHOWN

**P.400**  
SHEET 4 OF 5

© Civil Innovations Project 2013\114310.PLA Patagonia205 - Civil\114310.PLA Preliminary Plat.dwg    Last Saved: 1/15/2013 1:59:39 pm

# PATAGONIA SUBDIVISION - 2013 PRELIMINARY PLAT

KUNIA, IDAHO  
LOCATED IN THE S 1/2 OF SECTION 7,  
T. 2N., R. 1E., S. 4M., CITY OF KUNIA, ADA COUNTY, IDAHO



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

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

HORIZONTAL SCALE SHEET

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Boise, ID 83717  
Phone: (208) 914-6770  
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APPROVED BY THE BOARD OF PROFESSIONAL ENGINEERS CORRECTIVE ACTION TAKEN: NONE	DATE
DATE	DATE

**PATAGONIA SUBDIVISION**  
KUNIA, IDAHO

PRELIMINARY PLAT

PROJECT #	PATAGONIA
DWG FILE	17032013A
DESIGNED BY	ME
DRAWN BY	KCH
CHECKED BY	BT
DATE	11/02/13
SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

**P.500**  
SHEET 5 OF 5

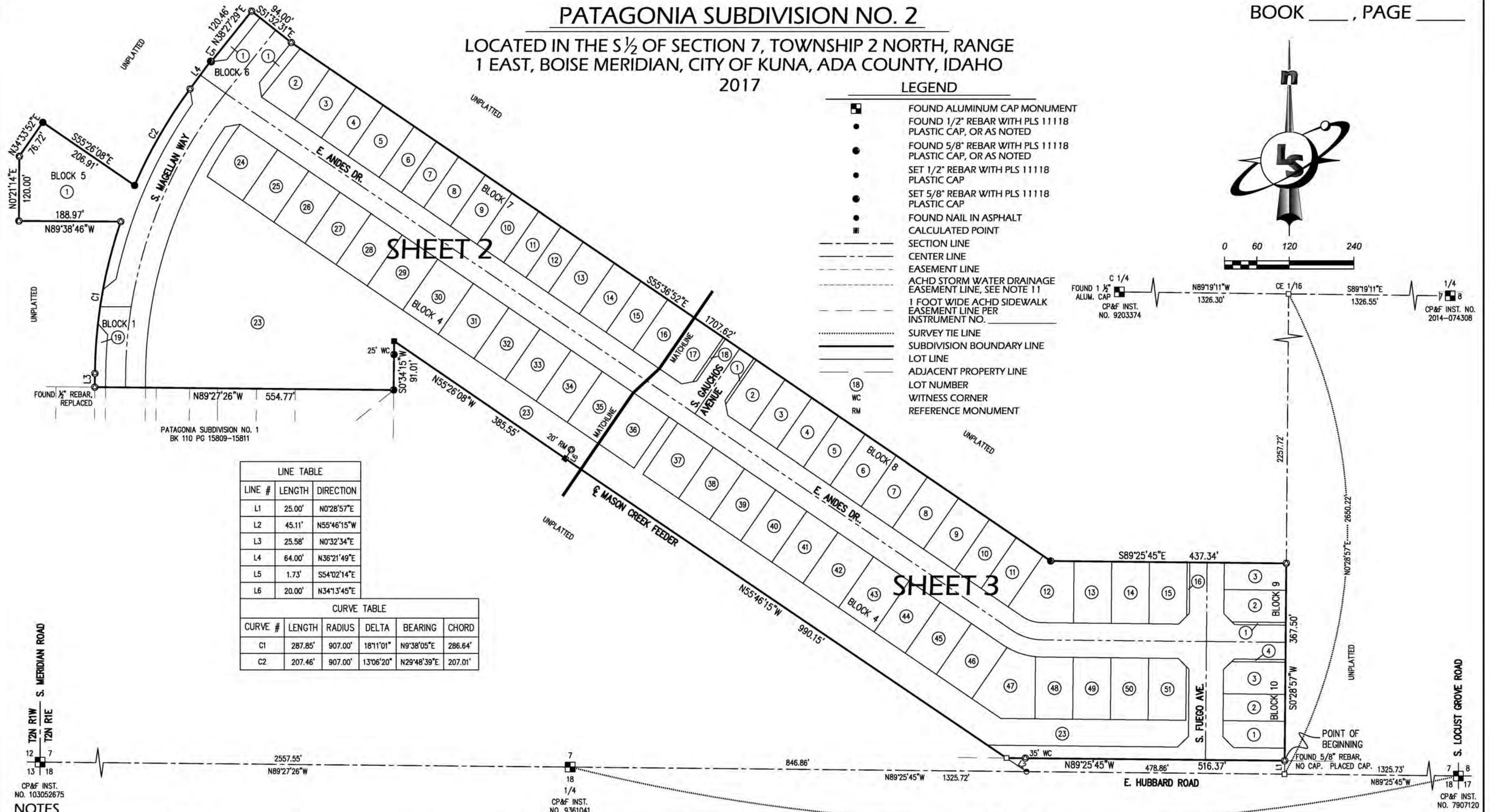
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# PATAGONIA SUBDIVISION NO. 2

LOCATED IN THE S 1/2 OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

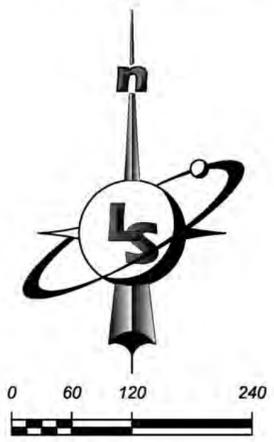
2017

BOOK \_\_\_\_\_, PAGE \_\_\_\_\_



### LEGEND

- FOUND ALUMINUM CAP MONUMENT
- FOUND 1/2" REBAR WITH PLS 11118 PLASTIC CAP, OR AS NOTED
- FOUND 5/8" REBAR WITH PLS 11118 PLASTIC CAP, OR AS NOTED
- SET 1/2" REBAR WITH PLS 11118 PLASTIC CAP
- SET 5/8" REBAR WITH PLS 11118 PLASTIC CAP
- FOUND NAIL IN ASPHALT
- CALCULATED POINT
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- ACHD STORM WATER DRAINAGE EASEMENT LINE, SEE NOTE 11
- 1 FOOT WIDE ACHD SIDEWALK EASEMENT LINE PER INSTRUMENT NO. \_\_\_\_\_
- ..... SURVEY TIE LINE
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- ADJACENT PROPERTY LINE
- LOT NUMBER
- WITNESS CORNER
- REFERENCE MONUMENT



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	25.00'	N0°28'57"E
L2	45.11'	N55°46'15"W
L3	25.58'	N0°32'34"E
L4	64.00'	N36°21'49"E
L5	1.73'	S54°02'14"E
L6	20.00'	N34°13'45"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	287.85'	907.00'	18°11'01"	N9°38'05"E	286.64'
C2	207.46'	907.00'	13°06'20"	N29°48'39"E	207.01'

- ### NOTES
- UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, THERE SHALL BE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE, AND PRESSURE IRRIGATION OVER THE TEN (10) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
  - UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, THERE SHALL BE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, PRESSURE IRRIGATION, AND LOT DRAINAGE ON FIVE (5) FEET ADJACENT TO SIDE LOT LINES AND ON TEN (10) FEET ADJACENT TO REAR LOT LINES AND EXTERIOR SUBDIVISION BOUNDARIES.
  - NO LOTS WITHIN THIS SUBDIVISION SHALL BE ALLOWED TO TAKE DIRECT ACCESS FROM E. HUBBARD ROAD OR S. MAGELLAN AVE.
  - ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
  - THIS DEVELOPMENT IS SUBJECT TO THE TERMS OF AN ADA COUNTY HIGHWAY DISTRICT LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. \_\_\_\_\_
  - REFERENCE RECORD OF SURVEY NUMBERS 5995, 7589, AND 9940 FOR ADDITIONAL BOUNDARY INFORMATION.
  - MAINTENANCE OF ANY IRRIGATION, DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
  - THIS DEVELOPMENT RECOGNIZES IDAHO CODE 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 CONDITION 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 WAS BEGUN OR 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.
  - LOT 23 OF BLOCK 4, AND LOT 1 OF BLOCK 5 ARE SUBJECT TO AN ACCESS AND MAINTENANCE EASEMENT FOR THE MASON CREEK FEEDER AS SHOWN ON SHEETS 2 AND 3.

- LOT 19 OF BLOCK 1, LOT 23 OF BLOCK 4, LOT 1 OF BLOCK 5, LOT 1 OF BLOCK 6, LOTS 1 AND 18 OF BLOCK 7, LOTS 1 AND 16 OF BLOCK 8, LOT 1 OF BLOCK 9, AND LOTS 1 AND 4 OF BLOCK 10 ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE PATAGONIA SUBDIVISION HOMEOWNERS ASSOCIATION, OR ITS ASSIGNS. ALL OTHER LOTS IN THIS SUBDIVISION ARE FOR SINGLE FAMILY DWELLINGS. THIS OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF THE CITY OF KUNA. THE PATAGONIA SUBDIVISION HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR PAYMENT OF IRRIGATION ASSESSMENTS. IN THE EVENT PATAGONIA SUBDIVISION HOMEOWNERS ASSOCIATION FAILS TO PAY ASSESSMENTS, EACH RESIDENTIAL LOT IS RESPONSIBLE FOR A FRACTIONAL SHARE OF THE ASSESSMENT.
- LOTS 28, 29, 30, 31, 32, 40, 41, 42 AND 43, OF BLOCK 4, LOT 1, OF BLOCK 5, LOT 1 OF BLOCK 6, AND LOTS 15 & 16, OF BLOCK 8, OR A PORTION OF SAID LOT, IS SERVED TO AND CONTAINS THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015, AS INSTRUMENT NO. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH KUNA CITY ZONING ORDINANCE AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
- PRESSURE IRRIGATION WATER WILL BE PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(B). ALL LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS THROUGH NEW YORK IRRIGATION DISTRICT, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM CITY OF KUNA. SUBJECT TO ORDINANCE \_\_\_\_\_ ANNEXING PATAGONIA SUBDIVISION NO. 2 INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT AND POOLING THE APPURTENANT WATER RIGHTS THEREOF, RECORDED AS INSTRUMENT NO. \_\_\_\_\_, RECORDS OF ADA COUNTY, IDAHO.
- BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA AND CONDITIONS OF THE STAFF REPORT FOR PATAGONIA SUBDIVISION.
- LOT 19 OF BLOCK 1, LOT 23 OF BLOCK 4, LOT 1 OF BLOCK 5, LOT 1 OF BLOCK 6, LOTS 1 AND 18 OF BLOCK 7, LOTS 1 AND 16 OF BLOCK 8, LOT 1 OF BLOCK 9, AND LOTS 1 AND 4 OF BLOCK 10 ARE SUBJECT TO A BLANKET PUBLIC UTILITY, DRAINAGE, AND PRESSURE IRRIGATION EASEMENT.

CLINTON W. HANSEN  
PLS 11118

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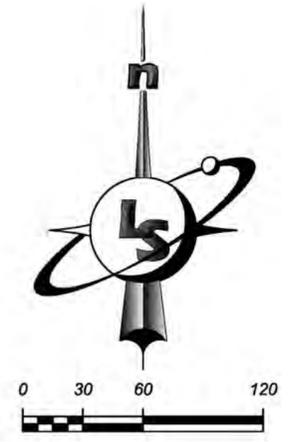
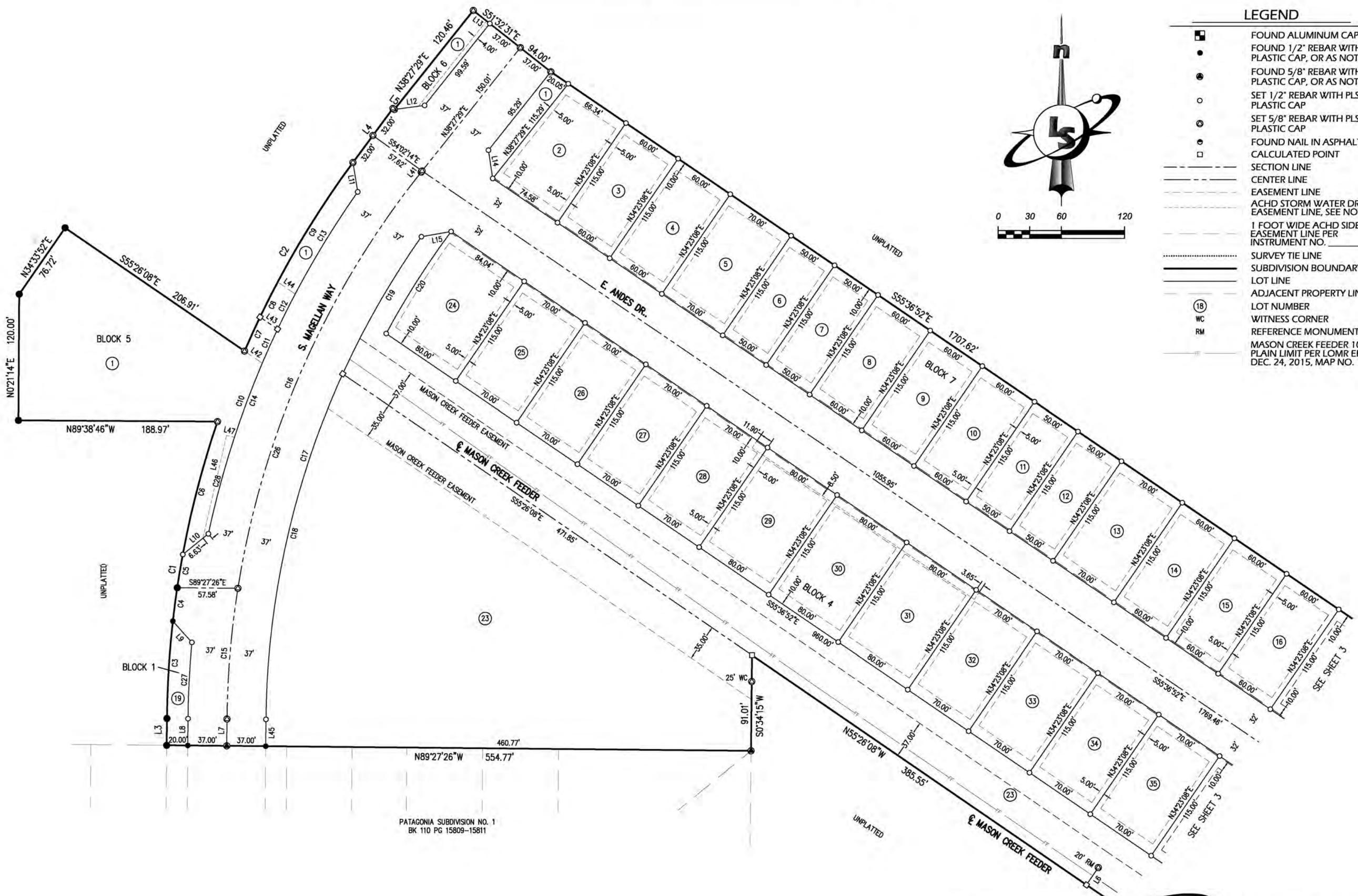
Land Surveying and Consulting

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

JOB NO. 16-95

SHEET 1 OF 5

# PATAGONIA SUBDIVISION NO. 2



- ### LEGEND
- FOUND ALUMINUM CAP MONUMENT
  - FOUND 1/2" REBAR WITH PLS 11118 PLASTIC CAP, OR AS NOTED
  - FOUND 5/8" REBAR WITH PLS 11118 PLASTIC CAP, OR AS NOTED
  - SET 1/2" REBAR WITH PLS 11118 PLASTIC CAP
  - SET 5/8" REBAR WITH PLS 11118 PLASTIC CAP
  - FOUND NAIL IN ASPHALT
  - CALCULATED POINT
  - SECTION LINE
  - CENTER LINE
  - EASEMENT LINE
  - ACHD STORM WATER DRAINAGE EASEMENT LINE, SEE NOTE 11
  - 1 FOOT WIDE ACHD SIDEWALK EASEMENT LINE PER INSTRUMENT NO. \_\_\_\_\_
  - ..... SURVEY TIE LINE
  - SUBDIVISION BOUNDARY LINE
  - LOT LINE
  - ADJACENT PROPERTY LINE
  - ⑱ LOT NUMBER
  - WC WITNESS CORNER
  - RM REFERENCE MONUMENT
  - MASON CREEK FEEDER 100-YEAR FLOOD PLAIN LIMIT PER LOMR EFFECTIVE DEC. 24, 2015, MAP NO. 16001C0250J.

SEE SHEET 3 FOR ADDITIONAL CURVE AND LINE TABLE DATA

PATAGONIA SUBDIVISION NO. 1  
BK 110 PG 15809-15811

CLINTON W. HANSEN  
PLS 11118



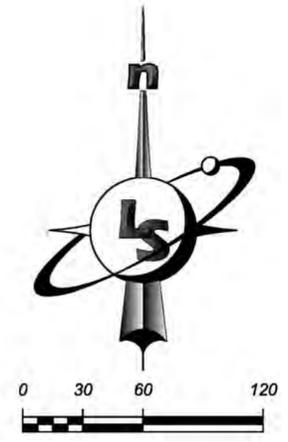
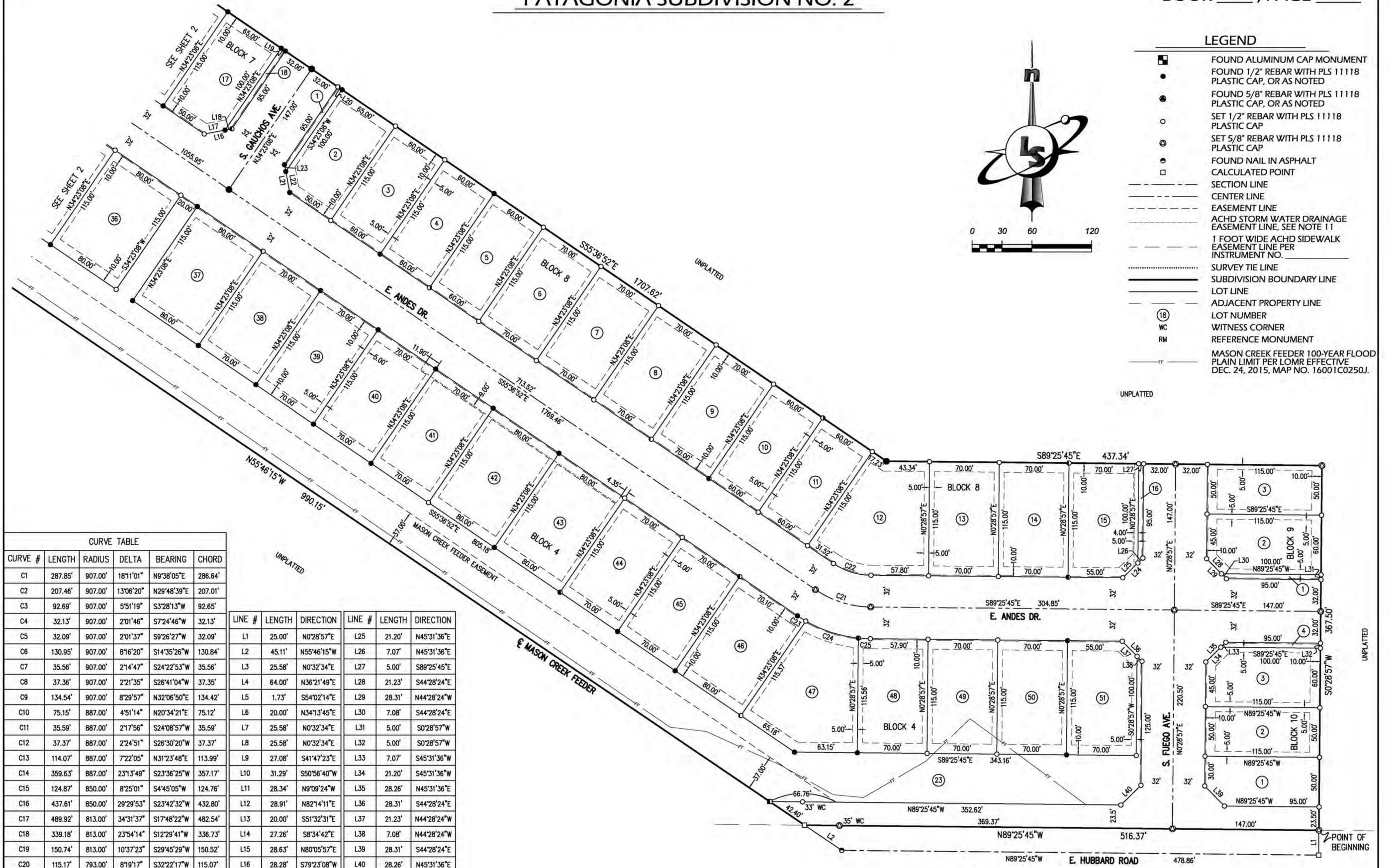
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# PATAGONIA SUBDIVISION NO. 2

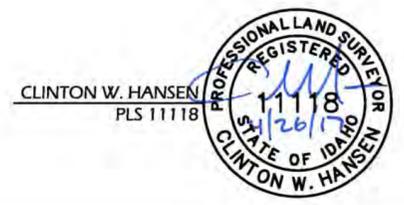
BOOK \_\_\_\_\_, PAGE \_\_\_\_\_



- ### LEGEND
- FOUND ALUMINUM CAP MONUMENT
  - FOUND 1/2" REBAR WITH PLS 11118 PLASTIC CAP, OR AS NOTED
  - FOUND 5/8" REBAR WITH PLS 11118 PLASTIC CAP, OR AS NOTED
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  - LOT LINE
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  - ⑮ LOT NUMBER
  - WC WITNESS CORNER
  - RM REFERENCE MONUMENT
  - MASON CREEK FEEDER 100-YEAR FLOOD PLAIN LIMIT PER LOMR EFFECTIVE DEC. 24, 2015, MAP NO. 16001C0250J.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	287.85'	907.00'	18°11'01"	N9°38'05"E	286.64'
C2	207.46'	907.00'	13°06'20"	N29°48'39"E	207.01'
C3	92.69'	907.00'	5°51'19"	S3°28'13"W	92.65'
C4	32.13'	907.00'	2°01'46"	S7°24'46"W	32.13'
C5	32.09'	907.00'	2°01'37"	S9°26'27"W	32.09'
C6	130.95'	907.00'	8°16'20"	S14°35'26"W	130.84'
C7	35.56'	907.00'	2°14'47"	S24°22'53"W	35.56'
C8	37.36'	907.00'	2°21'35"	S26°41'04"W	37.35'
C9	134.54'	907.00'	8°29'57"	N32°06'50"E	134.42'
C10	75.15'	887.00'	4°51'14"	N20°34'21"E	75.12'
C11	35.59'	887.00'	2°17'56"	S24°08'57"W	35.59'
C12	37.37'	887.00'	2°24'51"	S26°30'20"W	37.37'
C13	114.07'	887.00'	7°22'05"	N31°23'48"E	113.99'
C14	359.63'	887.00'	23°13'49"	S23°36'25"W	357.17'
C15	124.87'	850.00'	8°25'01"	S4°45'05"W	124.76'
C16	437.61'	850.00'	29°29'53"	S23°42'32"W	432.80'
C17	489.92'	813.00'	34°31'37"	S17°48'22"W	482.54'
C18	339.18'	813.00'	23°54'14"	S12°29'41"W	336.73'
C19	150.74'	813.00'	10°37'23"	S29°45'29"W	150.52'
C20	115.17'	793.00'	8°19'17"	S32°22'17"W	115.07'
C21	59.02'	100.00'	33°48'53"	S72°31'19"E	58.16'
C22	46.13'	68.00'	33°48'53"	S72°31'19"E	39.55'
C23	9.91'	132.00'	4°17'58"	S57°45'51"E	9.90'
C24	55.88'	132.00'	24°15'17"	S72°02'29"E	55.46'
C25	12.12'	132.00'	5°15'38"	S86°47'56"E	12.12'
C26	562.48'	850.00'	37°54'55"	S19°30'01"W	552.28'
C27	72.59'	887.00'	4°41'20"	S2°53'14"W	72.57'
C28	95.27'	887.00'	6°09'14"	N15°04'07"E	95.22'

LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	25.00'	N0°28'57"E	L25	21.20'	N45°31'36"E
L2	45.11'	N55°46'15"W	L26	7.07'	N45°31'36"E
L3	25.58'	N0°32'34"E	L27	5.00'	S89°25'45"E
L4	64.00'	N36°21'49"E	L28	21.23'	S44°28'24"E
L5	1.73'	S54°02'14"E	L29	28.31'	N44°28'24"W
L6	20.00'	N34°13'45"E	L30	7.08'	S44°28'24"E
L7	25.58'	N0°32'34"E	L31	5.00'	S0°28'57"W
L8	25.58'	N0°32'34"E	L32	5.00'	S0°28'57"W
L9	27.08'	S41°47'23"E	L33	7.07'	S45°31'36"W
L10	31.29'	S50°56'40"W	L34	21.20'	S45°31'36"W
L11	28.34'	N9°09'24"W	L35	28.26'	N45°31'36"E
L12	28.91'	N82°14'11"E	L36	28.31'	S44°28'24"E
L13	20.00'	S51°32'31"E	L37	21.23'	N44°28'24"W
L14	27.26'	S8°34'42"E	L38	7.08'	N44°28'24"W
L15	28.63'	N80°05'57"E	L39	28.31'	S44°28'24"E
L16	28.28'	S79°23'08"W	L40	28.26'	N45°31'36"E
L17	21.21'	N79°23'08"E	L41	1.34'	N38°27'29"E
L18	7.07'	N79°23'08"E	L42	20.41'	S55°26'08"E
L19	5.00'	S55°36'52"E	L43	20.26'	S55°26'08"E
L20	5.00'	S55°36'52"E	L44	20.14'	S55°26'08"E
L21	28.28'	N10°36'52"W	L45	25.58'	N0°32'34"E
L22	21.21'	S10°36'52"E	L46	100.37'	N12°52'25"E
L23	7.07'	S10°36'52"E	L47	7.74'	S77°07'35"E
L24	28.26'	S45°31'36"W			



## LandSolutions

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# PATAGONIA SUBDIVISION NO. 2

BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

## CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IN ADA COUNTY, IDAHO, AND THAT WE INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS PATAGONIA SUBDIVISION NO. 2;

A PARCEL LOCATED IN THE S 1/2 OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE SOUTHEAST CORNER OF THE SE 1/4 OF SAID SECTION 7, FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SE 1/4 OF SECTION 7 BEARS N 89°25'45" W A DISTANCE OF 2651.45 FEET;

THENCE N 89°25'45" W ALONG THE SOUTHERLY BOUNDARY OF SAID SE 1/4 A DISTANCE OF 1325.73 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 7;

THENCE N 0°28'57" E ALONG THE EASTERLY BOUNDARY OF SAID SW 1/4 OF THE SE 1/4 A DISTANCE OF 25.00 FEET TO A 5/8 INCH DIAMETER REBAR ON THE NORTHERLY RIGHT-OF-WAY OF E. HUBBARD ROAD AND THE POINT OF BEGINNING;

THENCE N 89°25'45" W ALONG SAID NORTHERLY RIGHT-OF-WAY, BEING 25.00 FEET NORTH OF AND PARALLEL TO THE SOUTHERLY BOUNDARY OF SAID SE 1/4; A DISTANCE OF 516.37 FEET TO A POINT ON THE CENTERLINE OF THE MASON CREEK FEEDER, SAID POINT BEING WITNESSED BY A 5/8 INCH DIAMETER REBAR BEARING S 89°25'45" E A DISTANCE OF 35.00 FEET FROM SAID POINT;

THENCE N 55°46'15" W ALONG SAID CENTERLINE A DISTANCE OF 990.15 FEET TO A POINT, SAID POINT BEING REFERENCED BY A 5/8 INCH DIAMETER REBAR BEARING N 34°13'45" E A DISTANCE OF 20.00 FEET FROM SAID POINT;

THENCE CONTINUING ALONG SAID CENTERLINE N 55°26'08" W A DISTANCE OF 385.55 FEET TO A POINT; SAID POINT BEING WITNESSED BY A 5/8 INCH DIAMETER REBAR BEARING S 0°34'15" W A DISTANCE OF 25.00 FEET FROM SAID POINT;

THENCE LEAVING SAID CENTERLINE S 0°34'15" W A DISTANCE OF 91.01 FEET TO A 5/8 INCH DIAMETER REBAR MARKING THE NORTHEASTERLY CORNER OF PATAGONIA SUBDIVISION NO. 1 AS SHOWN IN BOOK 110 OF PLATS ON PAGES 15809 THRU 15811, RECORDS OF ADA COUNTY, IDAHO;

THENCE N 89°27'26" W ALONG THE NORTHERLY BOUNDARY OF SAID PATAGONIA SUBDIVISION NO. 1 A DISTANCE OF 554.77 FEET TO A 5/8 INCH DIAMETER REBAR MARKING THE NORTHEAST CORNER OF LOT 17 OF BLOCK 1 OF SAID PATAGONIA SUBDIVISION NO. 1;

THENCE LEAVING SAID NORTHERLY BOUNDARY N 0°32'34" E A DISTANCE OF 25.58 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE A DISTANCE OF 287.85 FEET ALONG THE ARC OF A 907.00 FOOT RADIUS CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 18°11'01" AND A LONG CHORD BEARING N 9°38'05" E A DISTANCE OF 286.64 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE N 89°38'46" W A DISTANCE OF 188.97 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE N 0°21'14" E A DISTANCE OF 120.00 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE N 34°33'52" E A DISTANCE OF 76.72 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE S 55°26'08" E A DISTANCE OF 206.91 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE A DISTANCE OF 207.46 FEET ALONG THE ARC OF A 907.00 FOOT RADIUS NON-TANGENT CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 13°06'20" AND A LONG CHORD BEARING N 29°48'39" E A DISTANCE OF 207.01 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE N 36°21'49" E A DISTANCE OF 64.00 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE S 54°02'14" E A DISTANCE OF 1.73 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE N 38°27'29" E A DISTANCE OF 120.46 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE S 51°32'31" E A DISTANCE OF 94.00 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE S 55°36'52" E A DISTANCE OF 1707.62 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE S 89°25'45" E A DISTANCE OF 437.34 FEET TO A 5/8 INCH DIAMETER REBAR ON THE EASTERLY BOUNDARY OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 7;

THENCE S 0°28'57" W ALONG SAID EASTERLY BOUNDARY A DISTANCE OF 367.50 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 23.01 ACRES.

ALL THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF KUNA. THE CITY OF KUNA HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENTS ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO, AND USE OF, THESE EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES, DRAINAGE AND FOR ANY OTHER USES AS MAY BE DESIGNATED HEREON AND NO PERMANENT STRUCTURES OTHER THAN FOR SAID USES ARE TO BE ERRECTED WITHIN THE LIMITS OF SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

PATAGONIA DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY

BY GREGORY B. JOHNSON, PRESIDENT OF PGM CORPORATION, THE MANAGER OF PATAGONIA DEVELOPMENT, LLC.

## ACKNOWLEDGMENT

STATE OF IDAHO }  
COUNTY OF ADA } S.S.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED GREGORY B. JOHNSON, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF PGM CORPORATION, AN IDAHO CORPORATION BEING THE MANAGER OF PATAGONIA DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, THE PERSON WHO EXECUTED THE FOREGOING "CERTIFICATE OF OWNERS" AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

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

RESIDING AT \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF IDAHO

## CERTIFICATE OF SURVEYOR

I, CLINTON W. HANSEN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A 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.

CLINTON W. HANSEN  
IDAHO NO. 11118



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

PATAGONIA SUBDIVISION NO. 2

BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

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 THE 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 OF KUNA CITY, IDAHO

APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF THE CITY OF KUNA HAVE BEEN SATISFIED.

\_\_\_\_\_  
CITY ENGINEER ~ KUNA, IDAHO

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

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

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

CERTIFICATE OF THE 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.

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

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, 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

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }  
COUNTY OF ADA } S.S.      INSTRUMENT NO. \_\_\_\_\_

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF LAND SOLUTIONS, P.C., AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, IN BOOK \_\_\_\_\_ OF PLATS AT PAGES \_\_\_\_\_.

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

FEE: \_\_\_\_\_

CLINTON W. HANSEN  
PLS 11118



**LandSolutions**  
Land Surveying and Consulting

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

June 19, 2017

6-22-17

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

**RE: Patagonia Subdivision No. 2 Annexation into KMID**

Dear City Engineer:

I am submitting a request to annex the property hereafter known as Patagonia Subdivision No 2 into the Kuna Municipal Irrigation District (KMID). The property is generally located northside of E Hubbard Road approximately 1200 feet east of Meridian Road. The annexation is approximately 23.01 acres as shown on the attached Exhibit A.

My understanding this will pool the water rights of Ada County tax parcel S1407347150, 23.01 acres more or less for delivery purposes by the City of Kuna. Exhibit A is a legal description of the area in Patagonia Subdivision No 2 will irrigate said subdivision using the City of Kuna PI system under this request.

Sincerely,

  
Greg Johnson  
Owner

Project: Patagonina Subdivision No 2  
Contract: KENT BROWN  
Address: 3161 E SPRINGWOOD DR MERIDIAN ID 83642  
Phone: 208-871-6842  
Email: kentlkb@gmail.com

**From:** [Antonio Conti](#)  
**To:** [Trevor Kesner](#); [ppalmer@kunafire.com](mailto:ppalmer@kunafire.com)  
**Cc:** [Mike Borzick](#); [Bob Bachman](#)  
**Subject:** RE: Patagonia Subdivision Phase 2  
**Date:** Friday, June 23, 2017 3:55:30 PM

---

I am ok with going to council. I will do a review probably next week and my comments can be addressed prior to mylar.

Antonio Marcel Conti  
City Engineer

---

**From:** Trevor Kesner  
**Sent:** Friday, June 23, 2017 3:35 PM  
**To:** Antonio Conti <[aconti@kunaID.gov](mailto:aconti@kunaID.gov)>; [ppalmer@kunafire.com](mailto:ppalmer@kunafire.com)  
**Cc:** Mike Borzick <[mborzick@kunaid.gov](mailto:mborzick@kunaid.gov)>; Bob Bachman <[bbachman@kunaid.gov](mailto:bbachman@kunaid.gov)>  
**Subject:** Patagonia Subdivision Phase 2

Gentlemen:

That final plat application for the second phase of Patagonia has arrived.  
Please provide any comments you have.

Antonio: let me know when you are comfortable with this going to City Council.

Thank you,

**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.



# City of Kuna

## Findings of Fact and Conclusions of Law

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

**To:** Kuna City Council

**Case Number:** 17-02-S: Sailor Shores Meadows Subdivision #2

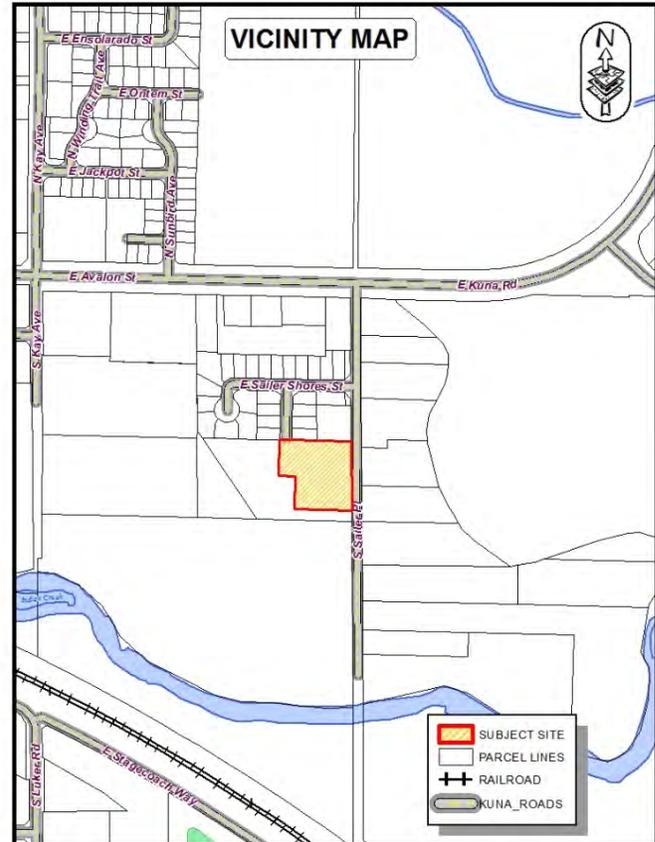
**Location:** 600 feet south of the corner of S. Sailor Place and Kuna Road, Kuna, Idaho 83634

**Planner:** Trevor Kesner, Planner II

**Hearing Date:** July 5, 2017  
**Findings:** July 18, 2017

**Applicants:** Thomas Maile  
885 W. Rush Road  
Eagle, Idaho 83616  
208.284.5506

**Project Engineer:** B&A Engineers  
Joe Canning  
5505 W. Franklin Rd.  
Boise, Idaho 83705  
208.343.3381



### Table of Contents:

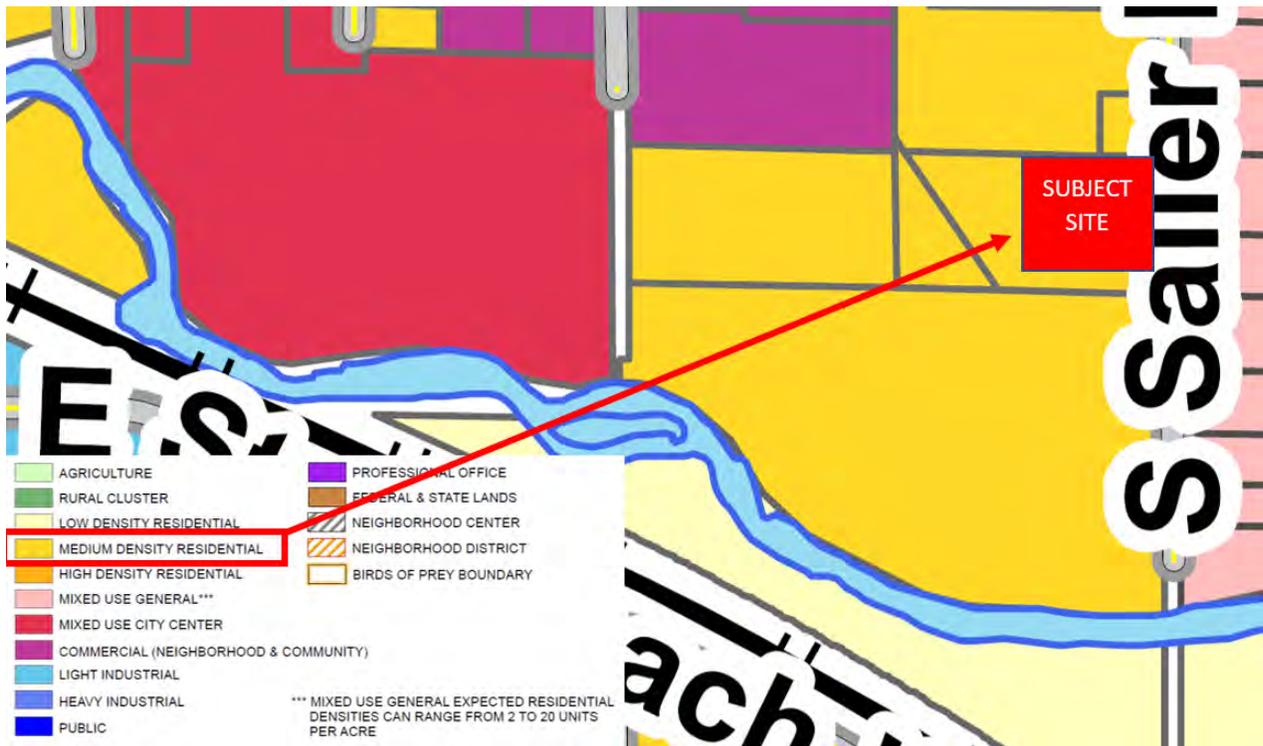
- A. Course Proceedings
- B. General Facts, Staff Analysis
- C. Applicable Standards
- D. Comprehensive Plan Analysis
- E. Findings of Fact
- F. Conclusions of Law
- G. Decision by the Council

### A. Course of Proceedings

1. Proposing a Preliminary Plat for a residential subdivision is designated in Kuna City Code (KCC), 1-14-3 as a public hearing matter, with the Planning and Zoning Commission as the recommending body, and City Council as the decision-making body. These land use requests provided proper public notice and followed the requirements set forth in Idaho Code, Chapter 65-Local Land Use Planning Act.
  - a. **Notifications**
    - i. Agencies April 18, 2017
    - ii. 300' Property Owners June 8, 2017
    - iii. Kuna, Melba Newspaper June 7, 2017
    - iv. Site Posted June 08, 2017
2. In accordance with KCC Title 6 in Kuna City Code (KCC) this application seeks approval for a Preliminary Plat (residential subdivision), known as Sailor Shores Meadows Subdivision #2.

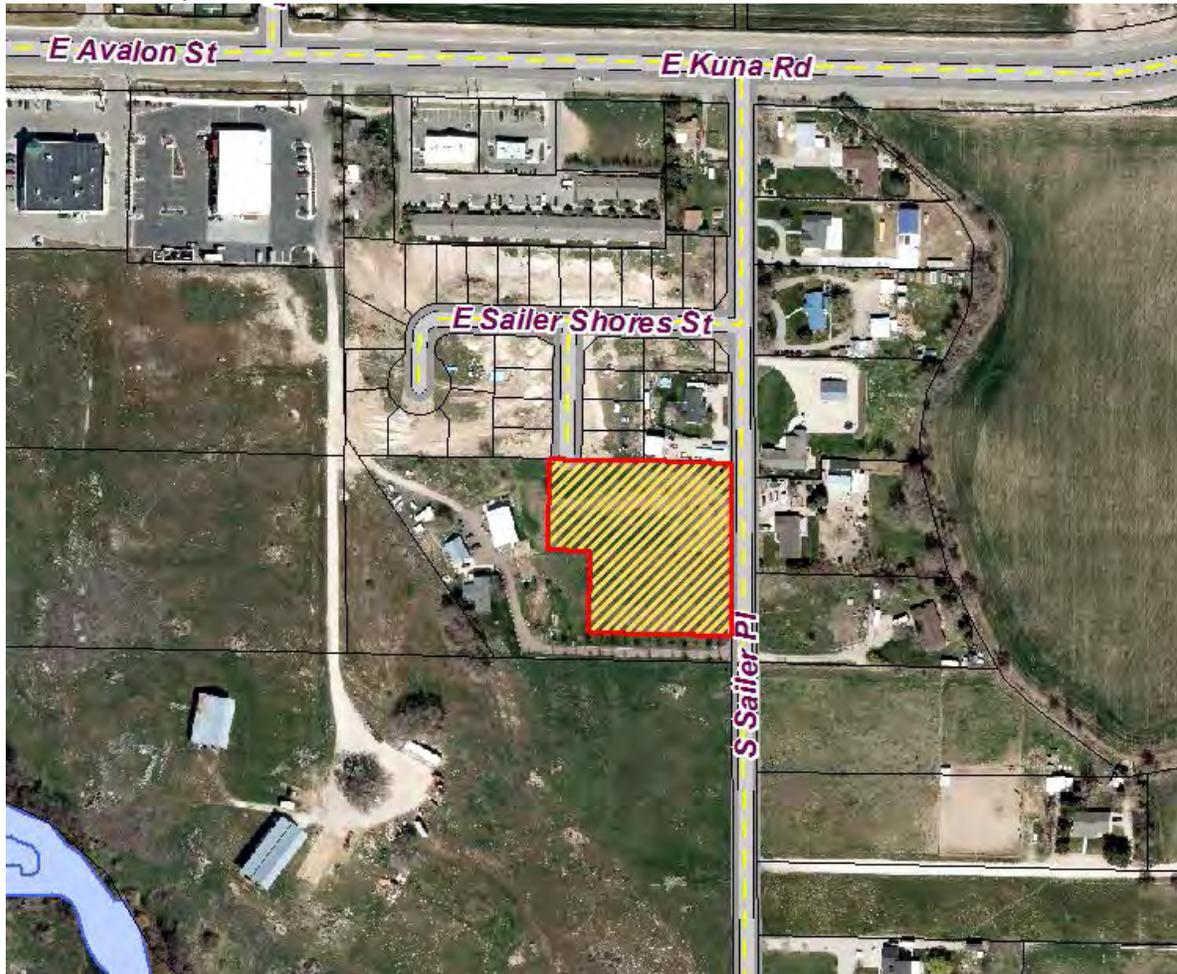
**B. General Project Facts, Staff Analysis:**

1. **Request:** A preliminary plat from Thomas Maile to subdivide an approximately 1.78-acre parcel within an existing R-6 zone into eight (8) residential building lots and three (3) common lots. The subject site is located approximately 600 feet south of the intersection of Kuna Road and Sailer Place, and is addressed as 245 S. Sailer Place, Kuna, Idaho
2. The applicant has submitted all the necessary documents and materials for review and has held the appropriate neighborhood meeting (two attendees) and has posted the site in accordance with KCC 5-1A-8 posting requirements.
3. **History:** The subject site has historically been used for agricultural-related uses (pasture).
4. **Legal Description:** A legal description was included with the application documents (deed).
5. **Comprehensive Plan Designation:** The Comprehensive Plan Future Land Use map indicates the site has a designation of Medium Density Residential. In accordance with KCC 5-3-2, staff views this residential use request as compatible with the Comprehensive Plan.



**6. Surrounding Land Uses:**

Direction	Current Zoning and Jurisdiction	
<b>North</b>	R-6	Medium Density Residential – Kuna City
<b>South</b>	R-6	Medium Density Residential – Kuna City
<b>East</b>	RUT	Rural Urban Transition – Ada County
<b>West</b>	R-6	Medium Density Residential. – Kuna City

**6.1 Aerial Map:**

**6.2 Parcel Numbers:** APN: R0615251730

**6.3 Parcel Sizes and Current Zoning:**

Acres: 1.78 acres

Zoning: R-6

**6.4 Services:**

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

**6.5 Existing Structures, Vegetation and Natural Features:** The subject site is currently vacant and generally flat. The vegetation on site is commonly associated with that of a vacant, formerly agricultural parcel.

**6.6 Transportation / Connectivity:** Public road frontage is on south Sailor Place which is improved with 2 travel lanes, approximately 23-feet of pavement, and no curb, gutter or sidewalk abutting the site. Johns Bay Avenue stubs to the site's northern property line. Applicant proposes to construct a new local street (Sunwood Court), connecting to the Johns Bay Avenue stub to the north, as a 36-foot wide street section with curb, gutter, and 5-foot wide attached sidewalk within the right-of-way to intersect with S. Sailer Place. Applicant proposes to extend S. Sailer Place southward, with curb, gutter and sidewalk improvements (as a half street section) on the west side, abutting the site.

**6.7 Public Services, Utilities and Facilities:** The following agencies returned comments which are included as exhibits with this case file:

- City Engineer - Exhibit B.1
- Nampa-Meridian Irrigation District - Exhibit B.2
- Central District Health - Exhibit B.3
- Department of Environmental Quality - Exhibit B.4
- Boise Project Board of Control. - Exhibit B.5
- Ada County Highway District - Exhibit B.6

**C. Applicable Standards:**

1. City of Kuna Design Review Ordinance, 2011-08.
2. City of Kuna Subdivision Ordinance No. 2010-15, Title 6 Subdivision Regulations.
3. City of Kuna Landscape Ordinance No. 2006-100.
4. City of Kuna Comprehensive Plan.
5. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

**D. Comprehensive Plan Analysis:**

The City Council may accept or reject the Comprehensive Plan components as described below

1. The subdivision is consistent with the following Comprehensive Plan components:

**GOALS AND POLICIES – *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 land use actions may result in private property “takings”.***

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

**Economic Development Goals and Objectives - Section 5 - Summary:**

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

***Comment: The application complies with the comprehensive plan by providing a mix of lot sizes and sidewalk connectivity throughout the subdivision to meet this goal. The subdivision is also located near future greenbelt connections at the terminus of Sailer Place.***

**Land Use Goals and Objectives - Section 6 - Summary:**

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

**Comment:** *The project complies with the land use plan as adopted by the City by incorporating the following; open space (common lots) and varied housing choices and types to promote desirable, cohesive community character and a quality neighborhood that is cohesive with the existing neighborhood.*

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

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

**Comment:** *Kuna has adequate services to serve this development. This application will extend the City's sanitary sewer system, potable water and adds to the pressure irrigation mainline in an orderly fashion.*

Transportation Goals and Objectives - Section 9 - Summary:

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

**Comment:** *ACHD has provided comments and a staff report and the City engineer has provided a staff report. The project meets with the transportation goals of the City by building sidewalks through the development and fronting the site on Sailer Place, to create additional pedestrian and roadway connections.*

Housing Goals and Objectives - Section 12 - Summary:

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

**Comment:** *Applicant has proposed 8 single family building lots of varied sizes to be developed in a logical and orderly manner and provides lots much smaller than one half acre lots that within a walkable distance to existing commercial destinations.*

Community Design Goals and Objectives - Section 13 - Summary:

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

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

**E. Findings of Fact:**

1. All required procedural items have been completed as detailed in this staff report.
2. The residential development complies with Section 6.0 of Kuna's Comprehensive Plan.
3. The residential development complies with the Kuna City Code.
4. Public services are available and are adequate to accommodate this site's development.
5. The residential preliminary plat will not be detrimental to the public's health, safety and general welfare.
6. The site is zoned R-6 and is appropriate for use as a residential subdivision after acquiring the proper approvals.

7. The project description, staff analysis and findings of fact are correct.

**F. Conclusions of Law:**

1. The preliminary plat use is consistent with Kuna City Code.
2. The preliminary plat use meets the general objectives of Kuna's Comprehensive Plan.
3. The site is physically suitable for a preliminary plat use.
4. The preliminary plat use is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
5. The residential preliminary plat is not likely to cause adverse public health problems.
6. The residential preliminary plat is in compliance with all ordinances and laws of the City.
7. The residential preliminary plat is not detrimental to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.
8. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.
9. Based on evidence contained in Case #17-02-S, this proposal complies with KCC Title 6.
10. Based on the evidence contained in Case #17-02-S, this proposal complies with Section 6.0 of the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map.
11. The City Council of Kuna, Idaho, has the authority to approve, conditionally approve, or deny this preliminary plat application.
12. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

**G. Decision by the Commission:**

**17-02-S: Subdivision Note:** *This motion is to approve the subdivision request. However, if the City Council wishes to approve or deny specific parts of the request as detailed in this report, those changes must be specified.*

Based on the facts outlined in staff's report and public testimony as presented, the City Council of Kuna, Idaho, hereby approves Case No. 17-01-S, a subdivision request by Thomas Maile, with the following conditions of approval:

1. The applicant shall obtain written approval of the construction plans from the agencies noted below. The approval may be either on agency letterhead referring to the approval use or may be written or stamped upon a copy of the approved plan. All site improvements are prohibited prior to approval of these agencies.
  - a.) The City Engineer shall approve the sewer and water hook-ups.
  - b.) The Kuna Fire District shall approve all fire flow requirements and/or building plans.
  - c.) The Boise-Kuna Irrigation District shall approve all proposed modifications to the existing irrigation system.
  - d.) Approval from Ada County Highway District and impact Fees, if any shall be paid prior to building permit approval.
  - e.) The City Engineer shall approve a surface drainage run-off plan, (if needed). 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". 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.
2. All public right-of-way shall be dedicated and constructed to standards of the City and 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 right-of-way requires a permit. For information regarding the requirements to obtain a permit, contact Ada County Highway District Development Services at 387-6100.
  - 2.1 – Dedicate right-of-way in sufficient amounts which follow City and ACHD standards and widths.

3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground.
4. Compliance with Idaho Code Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site.
5. Lighting within the sites shall comply with Kuna City Code.
7. Fencing within and around the site shall comply with Kuna City Code (except as specifically approved otherwise).
8. Signage within the site shall comply with Kuna City Code. The applicant shall apply for a sign permit prior to subdivision sign construction.
9. The applicant shall follow all the requirements for sanitary sewer, potable water, pressure irrigation system connections, and all other requirements of the City engineer, as outlined in the Engineers memorandum dated April 18, 2017.
10. Submit a petition prior to submitting an application for final plat to the City, consenting to the pooling of irrigation surface water rights for delivery purpose and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation District (KMID).
11. Applicant's submitted preliminary plat and landscape plan (date stamped 03/29/2017 and 03/21/2017, respectively) shall be considered binding.
12. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace any unhealthy or dead plant material immediately (within 3 days as weather permits or as the planting season permits), as required to meet the standards of these requirements. Maintenance and planting within public right-of-way shall be with approval from the public and/or private entities owning the property.
13. The applicant shall comply with all conditions of approval listed in the Kuna staff report and as approved by the Commission and any other applicable agency comments.
14. Applicant shall comply with all local, state and federal laws.

**DATED:** this 18th day of July 2017.

---

Joe Stear, Mayor  
Kuna City

ATTEST:

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Chris Engels  
Kuna City Clerk



# City of Kuna

## CC Findings of Fact and Conclusions of Law

P.O. Box 13  
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To: **Kuna City Council**

File Number: 17-02-ZC (Rezone)

Location: 315 E Avalon St,  
Kuna, ID 83634

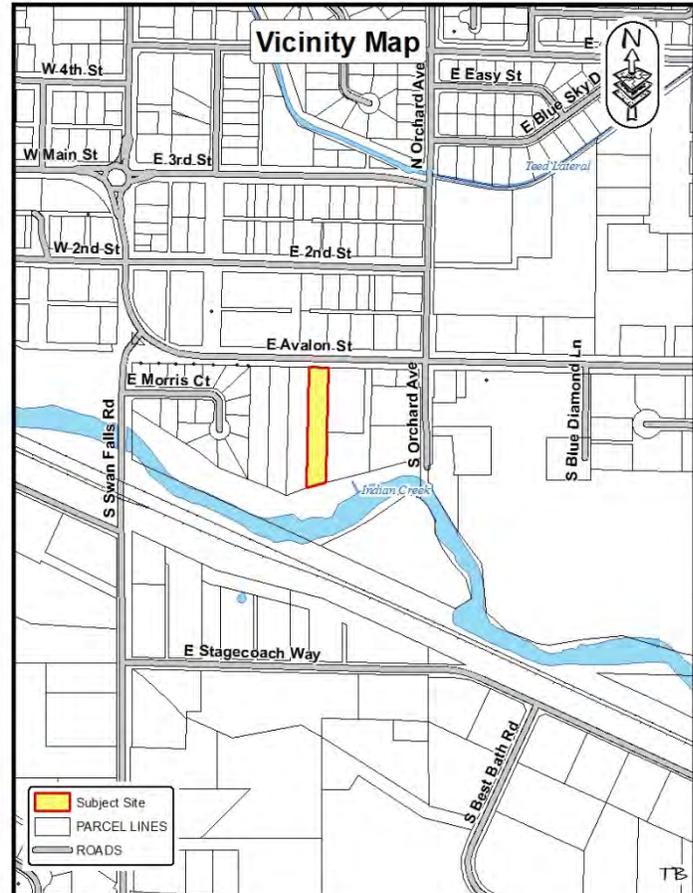
Planner: Jace Hellman, Planner I

Hearing Date: July 5, 2017  
Findings: **July 18, 2017**

Applicant: Darius Elison  
11381 Gila Dr.  
Kuna, ID 83634  
[onecallidaho@gmail.com](mailto:onecallidaho@gmail.com)

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### A. Process and Noticing:

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

#### a. Notifications

- |                            |                               |
|----------------------------|-------------------------------|
| i. Neighborhood Meeting    | April 7, 2017 (one attendee)  |
| ii. Agency Comment Request | April 19, 2017                |
| iii. 300' Property Owners  | April 21, 2017 & June 1, 2017 |
| iv. Kuna, Melba Newspaper  | April 26, 2017 & June 7, 2017 |
| v. Site Posted             | May 12, 2017 & June 23, 2017  |

**B. Applicants Request:**

1. A request from Darius Elison, One Call Restoration, to rezone a parcel's current R-6 (Medium-Density Residential) zoning designation to a C-2 (Area Commercial District) zoning designation. The site is located at 315 East Avalon St., Kuna, ID 83634. (APN#: R9442000081).

**C. Site History:**

This parcel has historically been used as a residential home site. It was most recently the site of Willow Tree Gift Shop.

**D. General Projects Facts:****1. Surrounding Land Use Zoning Designations:**

<b>North</b>	R-6	Medium Density Residential - Kuna City
<b>South</b>	P	Public District
<b>East</b>	C-2 & R-6	Area Commercial District & Medium Density Residential – Kuna City
<b>West</b>	R-6	Medium Density Residential – Kuna City

**2. Parcel Sizes, Current Zoning, Parcel Number:**

- Parcel Size: 0.97(approximately)
- Current Zoning: R-6 (Medium-Density Residential)
- Parcel #:9442000081

**3. 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 Police (Ada County Sheriff's office)  
 Sanitation Services – J&M Sanitation

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

The previous structure has been removed, and only a shed remains on site. Vegetation on site is generally associated with a residential use, such as grass and weeds.

**5. Transportation / Connectivity:**

The subject site is located on East Avalon Street adjacent to the Family Dollar Store. The site has frontage access via an existing curb-cut on East Avalon Street and will remain the primary access for the site. Future site improvements will be reviewed and assessed by Ada County Highway District for any required improvements and/or additional impacts to the roadway system.

**6. Environmental Issues:**

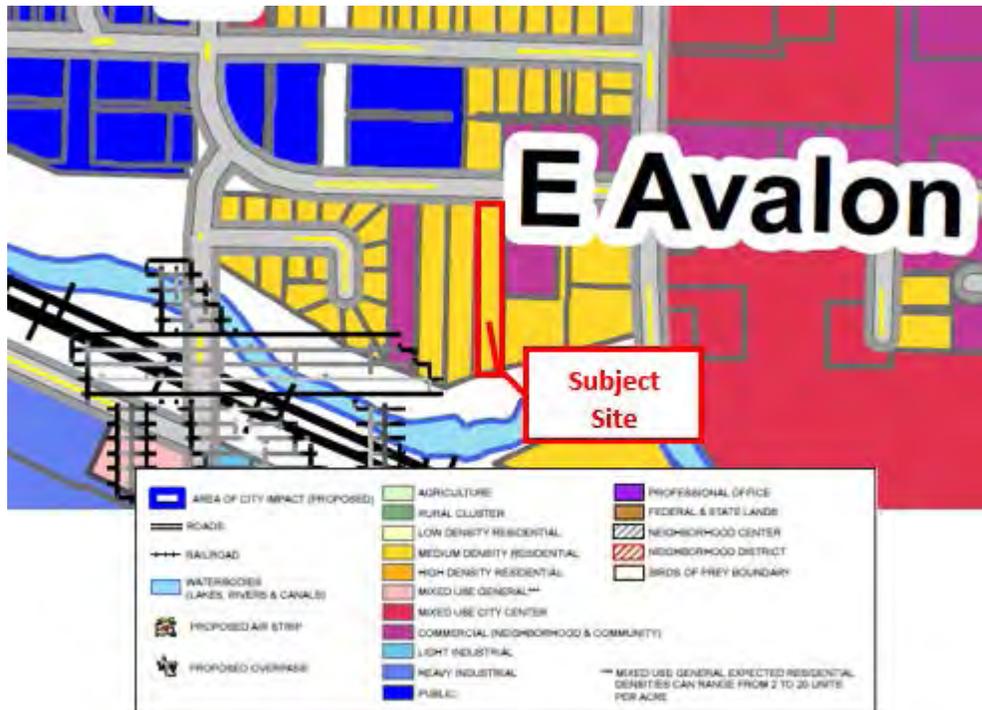
Staff is not aware of any environmental issues, health or safety conflicts. This site's topography is generally flat.

**7. Comprehensive Plan Future Land Use Map:**

The site is identified as Medium-Density residential on Kuna's Comprehensive Plan Future Land Use Map. The comprehensive plan is a living document, intended for use as a guide by governmental bodies. The plan is not law that must be adhered to in the most stringent sense; it is to be used by public officials to guide their decision-making for the City. While the Comprehensive Plan Map (CPM) calls for a residential use on this parcel, staff believes this rezone request is in harmony with, and compatible to, the adjacent commercial uses

and other C-2 (Area Commercial District) zoning designations. The rezone to a commercial use also aligns with the vision for downtown as described in the Kuna Downtown Revitalization Plan.

Staff views this proposed land use request to be consistent with the surrounding area land uses and zoning designations. Although it does not match the approved Comp Plan Map designation, the proposed use is compatible with current surrounding and adjacent uses.



#### 8. **Agency Responses:**

The following agencies returned comments:

- Kuna School District – Exhibit B4
- COMPASS – Exhibit B5
- DEQ – Exhibit B6
- ACHD – Exhibit B7
- Boise Project Board of Control – Exhibit B8

#### E. **Staff Analysis:**

The applicant's intention is to remove the existing storage shed and build a new shop and office for his business, One Call Restoration. The described land use falls under the category of "shop for a building contractor", which is outright permitted under the applicants requested zoning designation of C-2 (Area Commercial District).

Although the Future Land Use Map has this particular parcel listed as Medium-Density Residential. Staff feels that if a rezone was granted, the use of this parcel would be consistent with those uses adjacent to the property.

Staff has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and fits the current adjacent commercial zoning designations. Staff forwards a recommendation of approval for Case # 17-02-ZC, subject to the recommended conditions of approval listed in Section 'L' of this report.

#### F. **Applicable Standards:**

1. Kuna City Code (KCC) Title 1,
2. Kuna City Code (KCC) Title 5, Chapter 14.

3. City of Kuna Comprehensive Plan and Future Land Use Map
4. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act

**G. Procedural Process:**

On May 23, 2017, the Planning and Zoning Commission considered the project, including the submitted application items, agency comments, staff's report, application exhibits and any public testimony presented; and made findings on June 13, 2017 where it recommended approval to the Council with the conditions as stated in the staff report.

**H. Findings of Fact for Council Consideration:**

1. **Rezoning:** Based on the record contained in Case No. 17-02-ZC, including the exhibits, staff's report and any public testimony at the public hearing, the City Council of Kuna, Idaho, hereby *approves the* Findings of Fact and Conclusions of Law, and conditions of approval for Case No. 17-02-ZC rezoning.

2. The Kuna City Council approves the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.

**Comment:** *The Kuna City Council will hold a public hearing on the subject application on July 5, 2017 to hear from the City staff, the applicant, and to accept public testimony. The decision by the Commission is based on the application, staff report and public testimony, both oral and written.*

3. Based on the evidence contained in Case No. 17-02-ZC, this proposal appears to generally comply with the Comprehensive Plan and Future Land Use Map.

**Comment:** *The Comp Plan Future Land Use Map designates the approximately 0.97 acres (subject property) as medium-density residential. The proposed rezoning to a commercial use (C-2) conforms with adjacent commercial uses.*

4. The Kuna Planning and Zoning Commission has the authority to recommend approval or denial for this application.

**Comment:** *On May 23, 2017, Kuna's Planning and Zoning Commission voted to recommend approval of application 17-02-ZC.*

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

**Comment:** *As noted in the process and noticing section, notice requirements were met to hold a public hearing on July 5, 2017.*

**I. Comprehensive Plan Analysis:**

The Kuna City Council *accepts* the Comprehensive Plan components as described below. The proposed zone change for the site is consistent with the following Comprehensive Plan components:

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

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

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

Economic Development Goals and Objectives - Section 5 - Summary:

Improve and diversify the local economy to ensure a sustainable economic tax base. Capitalize on local and regional strengths to promote sustainable growth.

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

*Objective 1.2: Strengthen existing business enterprises and promote their expansion.*

**Goal 2: Expand Kuna’s shopping and entertainment opportunities.**

*Objective 2.1: Assist in retaining or expanding sales opportunities in entertainment, sit-down restaurants, and neighborhood/convenience shopping categories. Encourage neighborhood and community-scale retail.*

**Goal 3: Strengthen and expand the City Center area**

*Objective 3.2 Improve the City Center’s streetscape.*

Land Use Goals and Objectives – Section 6 – Summary:

Preserve and enhance the Kuna community quality of life.

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

*Objective 2.1: Support mixed uses in the City core to provide a vibrant community center with a 24-hour population.*

City Center Goals and Objectives – Section 15 – Summary:

Kuna citizens expressed a strong desire to sustain and revitalize its historic downtown core and expand and strengthen it. The Plan outlines a vision for strong, sustainable and modern city center.

**Goal 1: Develop a healthy and vibrant City Center that offers Kuna residents a variety of services.**

*Objective 3.2: Encourage business investment in the City Center*

**Goal 2: Make Kuna’s City Center pedestrian friendly.**

*Objective 2.1: Create lively and attractive pedestrian oriented streets within the City Center*

**Comment:** Via ACHD, applicant would be required construct a 5 FT wide detached concrete sidewalks

**J. Kuna City Code Analysis:**

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

**Comment:** The proposed application adheres to the applicable requirements of Title 5 of the KCC.

2. The site is physically suitable for a commercial zoning designation.

**Comment:** The 0.97-acre parcel is suitable to accommodate a commercial use.

3. The rezone to commercial uses is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

**Comment:** *The land to be rezoned is not used as wildlife habitat. Roads, structures and open space already exist and will therefore not cause environmental damage or loss of habitat.*

4. The Rezone application is not likely to cause adverse public health problems.

**Comment:** *The proposed commercial zoning designation is connected to Kuna public sewer and water eliminating the occurrence of adverse public health problems.*

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

**Comment:** *The rezone request considers the location of the property and adjacent uses. The subject property is located within downtown area. The adjacent uses are commercial and residential – as referenced in the Kuna Comprehensive Plan Future Land Use Map.*

6. The existing and proposed street and utility services in proximity to the site are suitable and adequate for commercial use.

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

**K. Proposed Conclusions of Law:**

1. Based on the evidence contained in Case No 17-02-ZC, the City Council finds Case No. 17-02-ZC generally complies with Kuna City Code.
2. Based on the evidence contained in Case No. 17-02-ZC, the City Council finds Case No. 17-02-ZC is generally consistent with Kuna's Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

**L. Recommended Conditions of Approval:**

*Note: This proposed motion is to approve this request. If the Council wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.*

On May 23, 2017, the Planning and Zoning Commission voted to recommend *approval* for Case No 17-02-ZC to the Kuna City Council based on the facts outlined in staff's report and the testimony during the public hearing by the Planning and Zoning Commission of Kuna, Idaho, the Commission hereby recommends *approval* for Case No. 17-02-ZC, a request from Darius Elison DBA One Call Restoration, with the following conditions of approval to Council:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All site improvements are prohibited prior to approval of the following agencies:
  - a. The City Engineer shall approve sewer hook-ups.
  - b. The City Engineer shall approve drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.

- c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District.
  - d. The *Boise-Kuna* Irrigation District shall approval any modifications to the existing irrigation system.
  - e. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of each building permit.
2. Applicant will be required to pave their driveway its full width, at least 30 feet into the site beyond the edge of pavement of Avalon Street (see exhibit B7)
  3. Applicant will be required to construct a 5-foot wide detached concrete sidewalk located a minimum of 42 feet from the centerline of Avalon Street abutting the site. (See exhibit B7)
  4. Applicant shall meet ACHD's standard conditions of approval dated May 4, 2017 (see exhibit B7)
  5. Irrigation/drainage waters shall not be impeded by any construction on site per Idaho Code Section 31-3805. Compliance with the requirements of the Boise Project Board of Control is required.
  6. Storm Drainage and/or Street Runoff must be retained on site. (See exhibit B8)
  7. Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by appropriate easements. (See exhibit B8)
  8. Fencing within and/or around the site shall comply with Kuna City Code at time of development.
  9. Parking within the site shall comply with KCC 5-9.
  10. Signage within the site shall comply with KCC 5-10.
  11. Lighting within the site shall comply with KCC 5-9-5-B.
  12. 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. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
  13. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions and Kuna City Code or seek amending them through the public hearing processes.
  14. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
  15. Applicant shall comply with all local, state and federal laws.

Dated this 18<sup>th</sup> day of July 2017.

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Joe Stear, Mayor  
Kuna City

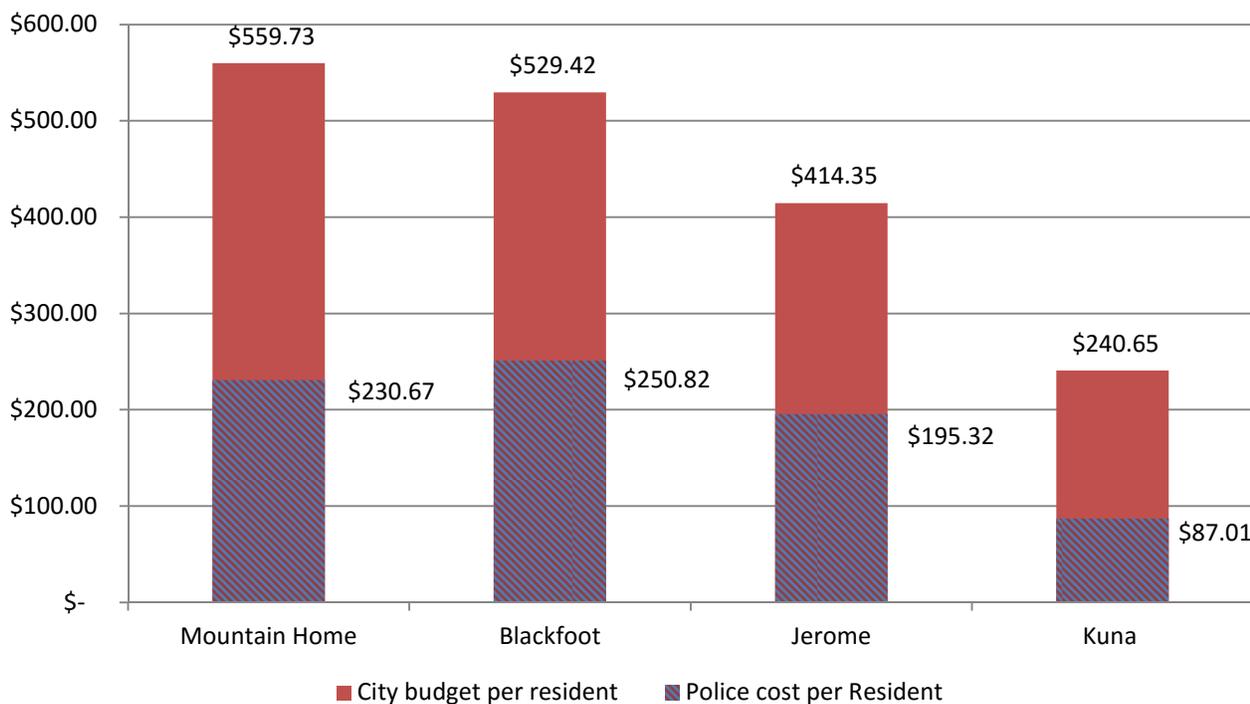
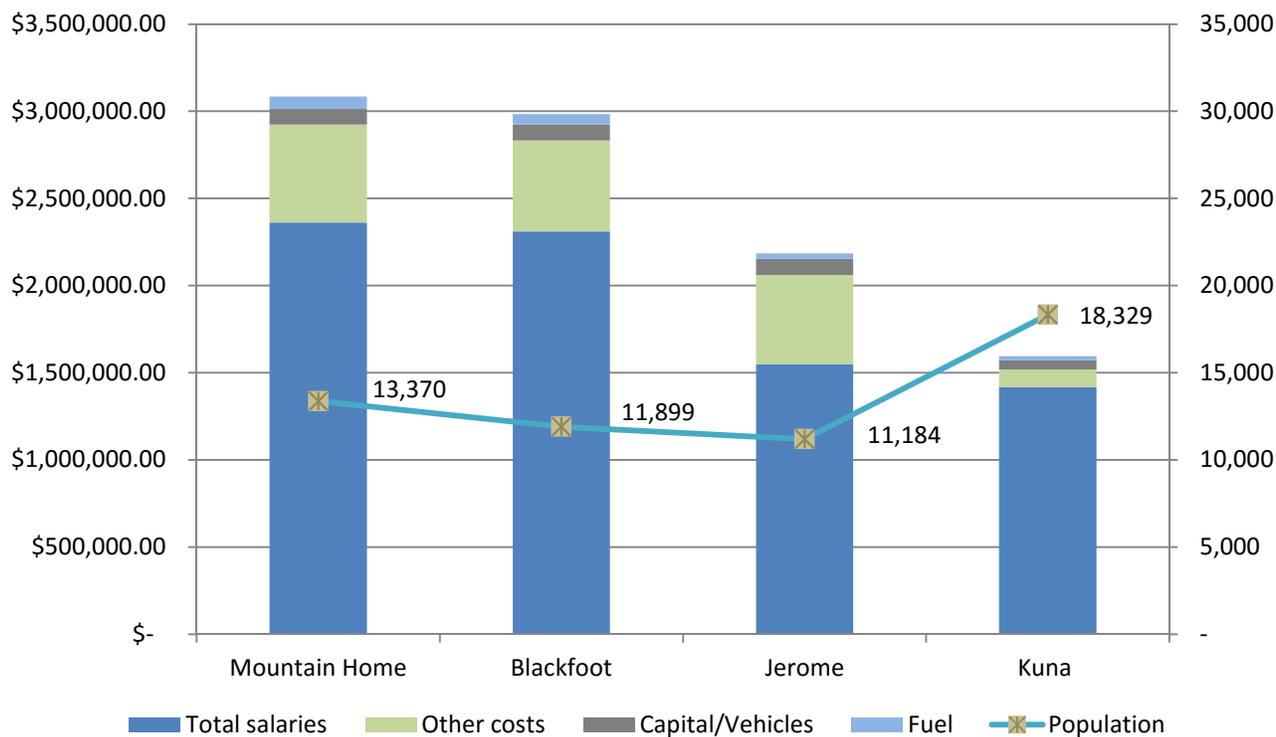
ATTEST:

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Chris Engels  
Kuna City Clerk



### Kuna City Police Contract -- Comparable Cities FY17





# City of Kuna

## City Council Memo

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

**To:** City Council  
**File Numbers:** 17-01-ZOA (Zoning Ordinance Amendment)  
**Planner:** Wendy I. Howell, PCED  
**Hearing Date:** July 18, 2017

**A. Planning and Zoning Request**

An ordinance of the City of Kuna, Idaho, amending Title 5, Chapter 1, Section 6, Part 2 titled *Meanings of Terms and Words* by deleting the reference book titled, "Illustrated Book of Development Definitions" and replacing it with "A Planners Dictionary", the remaining text of Part 2 shall remain unchanged; amending Title 5, Chapter 3, Section 3 to provide that the minimum street frontage per lot is a recommendation that can be modified and the minimum lot size in R-4 and R-6 zones is a recommendation that can be modified by the Planning and Zoning Director and modifying the height in M-1 and M-2 Zones to 100 feet and striking M-3 Zone from the table; deleting Title 6, Chapter 5, Section 4 in its entirety; providing for a severability clause; and providing an effective date.

**B. Course of Proceedings**

Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states text amendments and ordinance changes are designated as a public hearing with the Planning and Zoning Commission as the recommending body and the City Council as the decision-making body. This request was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Land Use Planning Act.

**a. Notifications**

- i. Agencies June 20, 2017
- ii. Kuna, Melba Newspaper June 28, 2017
- July 5, 2017

**C. Agency Responses**

- *Central District Health* responded on May 16, 2017 stating they have no objections. (Exhibit C.1)
- *Kuna City Engineer* responded on May 21, 2017 stating he had no comments. (Exhibit C.2)
- *Idaho Transportation Department* responded on June 1, 2017 stating they have no comments. (Exhibit C.3)

**D. Staff Comments**

The proposed change to which the reference book is used for definitions of zoning terms and words not currently found in Kuna City Code. The replacement book is a more comprehensive and updated terminology source for planners entitled, "*A Planners Dictionary*". This newly proposed book is also recommended by the American Planners Association.

The minimum street frontage is being proposed as a recommendation rather than a requirement. Additionally, the minimum lot size is being proposed as a recommendation rather than a requirement in R-4 and R-6 zones only. These revisions will encourage developers to use creativity as they design the subdivision plats. It will also allow developers to request R-4 zones (maximum of four-dwellings per gross acre) rather than the currently popular R-6 zone (maximum of six-dwellings per gross acre).

Kuna City Code's maximum height requirement in M-1 and M-2 (industrial) zones is being requested to change from 60 feet to 100 feet. The purpose of this change is to better accommodate manufacturing/industrial structures. There have been requests for larger building heights due to the specific needs of such companies. Kuna Fire District has an *Interagency Agreement* that compliments the *Mutual Aid Agreement*. Under the *Mutual Aid Agreement*, a fire district may place a call for a specific need including, but not limited to, a longer ladder, whereas in the past, this was not the case. Additionally, this increase in allowable building height will necessitate fire sprinkler requirements, which will also aid in the control of any potential fires.

The proposed changes are consistent with the Comprehensive Plan. The City attorney has reviewed the proposed ordinance without any objections.

#### **E. Applicable Standards**

1. Kuna Zoning Ordinance Title 5
2. Kuna 2015 Comprehensive Plan
3. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act

#### **F. Proposed Recommendation by Planning and Zoning Commission**

*The Council shall consider and discuss the evidence and testimony presented at the hearing prior to rendering its decision.*

*Note: The following proposed motion is for approval, conditional approval or denial of this request. If the Commission wishes to just approve or deny specific parts of the request, it must be specified.*

Based on the facts outlined in staff's report, agency responses, and public testimony as presented (if any), the Planning and Zoning Commission of Kuna, Idaho recommends approval an Ordinance of City of Kuna, Idaho, amending Title 5, Chapter 1, Section 6, Part 2 titled, Meanings of Terms and Words by deleting the reference book titled, "Illustrated Book of Development Definitions" and replacing it with "A Planners Dictionary", the remaining text of Part 2 shall remain unchanged; amending Title 5, Chapter 3, Section 3 to provide that the minimum street frontage per lot is a recommendation that can be modified and the minimum lot size in R-4 and R-6 zones is a recommendation that can be modified by the Planning and Zoning Director and modifying the height in M-1 and M-2 Zones to 100 feet and striking M-3 Zone from the table; deleting Title 6, Chapter 5, Section 4 in its entirety; providing for a severability clause; and providing an effective date, to the City Council.

**ORDINANCE NO. 2017-10  
CITY OF KUNA, IDAHO**

**AN ORDINANCE OF THE CITY OF KUNA, IDAHO, AMENDING TITLE 5, CHAPTER 1, SECTION 6, PART 2 TITLED *MEANINGS OF TERMS AND WORDS* BY DELETING THE REFERENCE BOOK TITLED, “ILLUSTRATED BOOK OF DEVELOPMENT DEFINITIONS” AND REPLACING IT WITH “A PLANNERS DICTIONARY”, THE REMAINING TEXT OF PART 2 SHALL REMAIN UNCHANGED; AMENDING TITLE 5, CHAPTER 3, SECTION 3 TO PROVIDE THAT THE MINIMUM STREET FRONTAGE PER LOT IS A RECOMMENDATION THAT CAN BE MODIFIED AND THE MINIMUM LOT SIZE IN R-4 AND R-6 ZONES IS A RECOMMENDATION THAT CAN BE MODIFIED BY THE PLANNING AND ZONING DIRECTOR AND THE MINIMUM LOT SIZE IN R-4 AND R-6 ZONES IS A RECOMMENDATION THAT CAN BE MODIFIED BY THE PLANNING AND ZONING DIRECTOR AND MODIFYING THE HEIGHT IN M-1 AND M-2 ZONES TO 100 FEET AND STRIKING M-3 ZONE FROM THE TABLE; DELETING TITLE 6, CHAPTER 5, SECTION 4 IN ITS ENTIRETY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Article XII, Section 2 of the Idaho Constitution, and Idaho Code Section 50-302 allow municipal corporations to adopt regulations which are not contrary to the general laws; and

WHEREAS, the City Council finds that it is necessary to update the code regarding the reference book used for zoning terms or words, lot dimensions, and to delete the section for large scale development.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KUNA, ADA COUNTY, IDAHO, as follows:

Section 1: Kuna City Code Title 5, Chapter 1, Section 2, Part 2, titled “Meanings of Terms or Words” shall be amended as follows:

5-1-6-2: - MEANINGS OF TERMS OR WORDS:

...

For the meanings of zoning terms or words not found in Kuna City Code 5-1-6-2, the city staff shall rely upon the latest A Planners Dictionary, edited by Michael Davidson and Fay Dolnick, American Planning Association and Planning Advisory Service, for interpretation purposes.

....

Section 2: Kuna City Code Title 5, Chapter 3, Section 3, titled “Official Height and Area Standards” shall be amended in part, as follows:

5-3-3: - OFFICIAL HEIGHT AND AREA STANDARDS:

MINIMUM YARD AND SQUARE FOOTAGE REQUIREMENTS

Zoning District	Maximum Height	<u>Recommended Minimum Street Frontage*</u>	Front Yard Setback on Local Road	Front Yard Setback on Arterial or Collector Street	Rear Yard Setback	Interior Side Yard Setback	Street Side Yard Setback	Maximum Lot Coverage	Minimum Lot Size
A	45'	0**	20' from lot line	30'	30'	10' from lot line	15'	90%	5 acres
R-2	35'	120'	20'	30'****_	15'	5'	20'	40%	20,000 sq ft
R-4	35'	66'	20'	30'****_	15'	5'	20'	40%	6,600 sq ft*
R-6	35'	45'	20'	30'****_	15'	5'	20'	40%	4,500 sq ft*
R-8	35'	40'	20'	30'****_	15'	5'	20'	40%	3,300 sq ft
R-12	40'	40'	20'	30'****_	15'	5'	20'	60%	2,200 sq ft
R-20	40'	40'	20'	30'****_	15'	5'	20'	60%	1,300 sq ft
O	35'	0**_	20'	0	30'	5'	20'	80% DR	2,000 sq ft
C-1	35'	0**_	15'	0	5'	0	10'	100% DR	2,000 sq ft
C-2	60'	0**_	0	0	0	0	0	100% DR	1,300 sq ft
C-3	60'	0**_	0	0	0	0	0	100% DR	1,300 sq ft
CBD	80'**	0**_	0	0	0	0	0	100% DR	1,000 sq ft
M-1	<del>100</del> 60'	0**_	0	0	0	0	0	100% DR	5,000 sq ft
M-2/M-3	<del>100</del> 60'	0**_	0	0	0	0	0	100% DR	5,000 sq ft
P	60'	0**_	0	0	0	0	0	100% DR	400 sq ft

## OFFICIAL HEIGHT AND AREA STANDARDS:

### MINIMUM YARD AND SQUARE FOOTAGE REQUIREMENTS

#### Notes:

The city has discontinued the R-1, R-3, and R-5 zones and converted these discontinued zones to the following: R-1 see R-2; R-3 see R-4; and R-5 see R-6. The M-3 zone, which is limited to mining uses, has been consolidated with the M-2 zone.

The terms property owner, applicant, controller and developer are used interchangeably.

\* The city encourages creativity in the design of its subdivisions; the Planning and Zoning Director may allow the reduction of the street frontage and minimum lot size recommendation after reviewing the entire subdivision plat, which shall consider the overall layout of streets and lots.

\*\* It is presumed the parcel's street frontage will be of a sufficient width to accommodate the placement of a driveway entrance for those uses fronting on a street where they have driveway access.

\*\*\* Building heights above sixty (60) feet, and especially habitable spaces located above that height, may require the procuring of special safety equipment or fire apparatus.

\*\*\*\* Residential access to a functionally classified roadway is limited.

Section 3: Kuna City Code Title 6, Chapter 5, Section 4, titled “Large Scale Development Subdivision” shall be deleted as follows:

~~6-5-4: LARGE SCALE DEVELOPMENT SUBDIVISION:~~

~~Due to the impact that a large scale development would have on public utilities and services, the developer shall submit the following information along with the preliminary plat:~~

- ~~A. Identification of all public services that would be provided to the development (i.e., fire protection, police protection, central water, central sewer, road construction, parks and open space, recreation, maintenance, schools and solid waste collection).~~
- ~~B. Estimate the public service costs to provide adequate service to the development.~~
- ~~C. Estimate the tax revenue that will be generated from the development.~~
- ~~D. Suggested public means of financing the services for the development if the cost for the public services would not be offset by tax revenue received from the developer.~~

Section 4: This ordinance shall become effective upon passage and publication.

ADOPTED this 18<sup>th</sup> day of July, 2017.

CITY OF KUNA

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

ATTEST:

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

**ORDINANCE NO.  
CITY OF KUNA, IDAHO**

**AN ORDINANCE OF THE CITY OF KUNA, IDAHO, AMENDING TITLE 5, CHAPTER 1, SECTION 6, PART 2 TITLED *MEANINGS OF TERMS AND WORDS* BY DELETING THE REFERENCE BOOK TITLED, “ILLUSTRATED BOOK OF DEVELOPMENT DEFINITIONS” AND REPLACING IT WITH “A PLANNERS DICTIONARY”, THE REMAINING TEXT OF PART 2 SHALL REMAIN UNCHANGED; AMENDING TITLE 5, CHAPTER 3, SECTION 3 TO PROVIDE THAT THE MINIMUM STREET FRONTAGE PER LOT IS A RECOMMENDATION THAT CAN BE MODIFIED AND THE MINIMUM LOT SIZE IN R-4 AND R-6 ZONES IS A RECOMMENDATION THAT CAN BE MODIFIED BY THE PLANNING AND ZONING DIRECTOR AND THE MINIMUM LOT SIZE IN R-4 AND R-6 ZONES IS A RECOMMENDATION THAT CAN BE MODIFIED BY THE PLANNING AND ZONING DIRECTOR AND MODIFYING THE HEIGHT IN M-1 AND M-2 ZONES TO 100 FEET AND STRIKING M-3 ZONE FROM THE TABLE; DELETING TITLE 6, CHAPTER 5, SECTION 4 IN ITS ENTIRETY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Article XII, Section 2 of the Idaho Constitution, and Idaho Code Section 50-302 allow municipal corporations to adopt regulations which are not contrary to the general laws; and

WHEREAS, the City Council finds that it is necessary to update the code regarding the reference book used for zoning terms or words, lot dimensions, and to delete the section for large scale development.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KUNA, ADA COUNTY, IDAHO, as follows:

Section 1: Kuna City Code Title 5, Chapter 1, Section 2, Part 2, titled “Meanings of Terms or Words” shall be amended as follows:

5-1-6-2: - MEANINGS OF TERMS OR WORDS:

...

For the meanings of zoning terms or words not found in Kuna City Code 5-1-6-2, the city staff shall rely upon the latest "[Illustrated Book of Development Definitions](#)" by Moskowitz and Lindbloom [A Planners Dictionary](#), edited by Michael Davidson and Fay Dolnick, [American Planning Association and Planning Advisory Service](#), for interpretation purposes.

.....

Section 2: Kuna City Code Title 5, Chapter 3, Section 3, titled “Official Height and Area Standards” shall be amended in part, as follows:

5-3-3: - OFFICIAL HEIGHT AND AREA STANDARDS:

MINIMUM YARD AND SQUARE FOOTAGE REQUIREMENTS

Zoning District	Maximum Height	<u>Recommended Minimum Street Frontage</u> <sub>—</sub> *	Front Yard Setback on Local Road	Front Yard Setback on Arterial or Collector Street	Rear Yard Setback	Interior Side Yard Setback	Street Side Yard Setback	Maximum Lot Coverage	Minimum Lot Size
A	45'	0**	20' from lot line	30'	30'	10' from lot line	15'	90%	5 acres
R-2	35'	120'	20'	30****	15'	5'	20'	40%	20,000 sq ft
R-4	35'	66'	20'	30****	15'	5'	20'	40%	6,600 sq ft*
R-6	35'	45'	20'	30****	15'	5'	20'	40%	4,500 sq ft*
R-8	35'	40'	20'	30****	15'	5'	20'	40%	3,300 sq ft
R-12	40'	40'	20'	30****	15'	5'	20'	60%	2,200 sq ft
R-20	40'	40'	20'	30****	15'	5'	20'	60%	1,300 sq ft
O	35'	0**	20'	0	30'	5'	20'	80% DR	2,000 sq ft
C-1	35'	0**	15'	0	5'	0	10'	100% DR	2,000 sq ft
C-2	60'	0**	0	0	0	0	0	100% DR	1,300 sq ft
C-3	60'	0**	0	0	0	0	0	100% DR	1,300 sq ft
CBD	80**	0**	0	0	0	0	0	100% DR	1,000 sq ft
M-1	<u>100</u> <del>60</del> '	0**	0	0	0	0	0	100% DR	5,000 sq ft
M-2/M-3	<u>100</u> <del>60</del> '	0**	0	0	0	0	0	100% DR	5,000 sq ft
P	60'	0**	0	0	0	0	0	100% DR	400 sq ft

## OFFICIAL HEIGHT AND AREA STANDARDS:

### MINIMUM YARD AND SQUARE FOOTAGE REQUIREMENTS

#### Notes:

The city has discontinued the R-1, R-3, and R-5 zones and converted these discontinued zones to the following: R-1 see R-2; R-3 see R-4; and R-5 see R-6. The M-3 zone, which is limited to mining uses, has been consolidated with the M-2 zone.

The terms property owner, applicant, controller and developer are used interchangeably.

\* The city encourages creativity in the design of its subdivisions; the Planning and Zoning Director may allow the reduction of the street frontage and minimum lot size recommendation after reviewing the entire subdivision plat, which shall consider the overall layout of streets and lots.

\*\* It is presumed the parcel's street frontage will be of a sufficient width to accommodate the placement of a driveway entrance for those uses fronting on a street where they have driveway access.

\*\*\* Building heights above sixty (60) feet, and especially habitable spaces located above that height, may require the procuring of special safety equipment or fire apparatus.

\*\*\*\* Residential access to a functionally classified roadway is limited.

Section 3: Kuna City Code Title 6, Chapter 5, Section 4, titled “Large Scale Development Subdivision” shall be deleted as follows:

~~6-5-4: LARGE SCALE DEVELOPMENT SUBDIVISION:~~

~~Due to the impact that a large scale development would have on public utilities and services, the developer shall submit the following information along with the preliminary plat:~~

- ~~A. Identification of all public services that would be provided to the development (i.e., fire protection, police protection, central water, central sewer, road construction, parks and open space, recreation, maintenance, schools and solid waste collection).~~
- ~~B. Estimate the public service costs to provide adequate service to the development.~~
- ~~C. Estimate the tax revenue that will be generated from the development.~~
- ~~D. Suggested public means of financing the services for the development if the cost for the public services would not be offset by tax revenue received from the developer.~~

Section 4: This ordinance shall become effective upon passage and publication.

ADOPTED this \_\_\_ day of June 2017.

CITY COUNCIL OF THE CITY OF  
KUNA  
Ada County, Idaho

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

ATTEST:

\_\_\_\_\_  
Christina Engels, City Clerk



# CENTRAL DISTRICT HEALTH DEPARTMENT

## Environmental Health Division

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

Rezone # 17-01-ZOA

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

Preliminary / Final / Short Plat \_\_\_\_\_

RECEIVED  
MAY 22 2017

CITY OF \_\_\_\_\_  
City of Kuna

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

14. \_\_\_\_\_ Reviewed By: Rowland  
Date: 5/16/17



**Trevor Kesner**

**From:** Antonio Conti  
**Sent:** Sunday, May 21, 2017 9:44 AM  
**To:** Trevor Kesner  
**Subject:** RE: City of Kuna, Planning and Zoning Department - Request for Agency Comments / Recommendations

No Comments on my side

Antonio Marcel Conti  
City Engineer

**From:** Trevor Kesner  
**Sent:** Thursday, May 11, 2017 4:18 PM  
**To:** ACHD <clittle@achdidaho.org>; Ada County Engineer <agilman@adaweb.net>; Antonio Conti <aconti@kunaID.gov>; Attorney Icloud <kunaattorney@icloud.com>; Becky Rone - Kuna USPS Addressing <rebecca.i.rone@usps.gov>; Boise Project Board of Control <tpage@boiseproject.org>; Boise Project Board of Control <bcarter@boiseproject.org>; Boise-Kuna Irrigation Distr. <laurenboehlke@yahoo.com>; Cable One t.v. <cheryl.goettsche@cableone.biz>; Central District Health Dept. CDHD <lbadigia@cdhd.idaho.gov>; COMPASS <cmiller@compassidaho.org>; DEQ <Alicia.martin@deq.idaho.gov>; Eric Adolfson <eadolfson@compassidaho.org>; Gordon Law <glaw@kunaid.gov>; Idaho Power <bwatson2@idahopower.com>; Idaho Power <ahawkins@idahopower.com>; Idaho Power Easements <MALandt@idahopower.com>; Intermountain Gas <bryce.ostler@intgas.com>; Intermountain Gas <robert.miller@mdu.com>; J&M Sanitation - Chad Gordon <Chad.Gordon@jmsanitation.com>; Jaime Gollither <jaime@dtgmaps>; Julie Stanley - Regional Address Mgmt. <Julie.R.Stanley@usps.gov>; Ken Couch: Idaho Transportation Department <ken.couch@itd.idaho.gov>; Kuna Police <jdusseau@adaweb.net>; Kuna Postmaster - Marc C. Boyer <marc.c.boyer@usps.gov>; Kuna School District <kbekkedahl@kunaschools.org>; Kuna School District <wjohanson@kunaschools.org>; Kuna School District <bsaxton@kunaschools.org>; Nampa Meridian Irrigation District <nmid@nmid.org>; Natalie Purkey <npurkey@kunaid.gov>; Planning Mgr: Ada County Development Services <jboal@adaweb.net>; Terry Gammel <tgammel@kunafire.com>; Ada County Development Services (Mark Perfect) <dsperfma@adaweb.net>  
**Cc:** Wendy Howell <whowell@kunaid.gov>; Bob Bachman <bbachman@kunaid.gov>; Bobby Withrow <bwithrow@kunaid.gov>  
**Subject:** City of Kuna, Planning and Zoning Department - Request for Agency Comments / Recommendations

Notice is hereby given by the City of Kuna that the following action is under consideration for:

<b>FILE NUMBER</b>	<b>17-01-ZOA (Zoning Ordinance Amendment)</b>
<b>PROJECT DESCRIPTION</b>	This is a request to amend an Ordinance of the City Council of Kuna, Idaho amending Title 5, Chapter 1, Section 6, Part 2 Titled meanings of terms and words by deleting the reference book titled <u>Illustrated Book of Development Definitions</u> and replacing it with <u>A Planners Dictionary, The Remaining Text of Part 2 Shall Remain Unchanged</u> ; amending Title 5, Chapter 3, Section 3 to provide that the minimum street frontage per lot is a recommendation that can be modified by the Planning and Zoning Director and modifying the height in M-1 and M-2 zones to 100 feet and striking M-3 zone from the table; deleting Title 6, Chapter 5, Section 4 in its entirety; providing for a severability clause; and providing an effective date.





**IDAHO TRANSPORTATION DEPARTMENT**

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

(208) 334-8300  
itd.idaho.gov

June 1, 2017

Wendy I. Howell  
City of Kuna, Planning and Zoning Department  
P.O. Box 13  
Kuna, ID 83634

**VIA EMAIL**

**RE: 17 -01- ZOA ZONING ORDINANCE AMENDMENT**

The Idaho Transportation Department (ITD) has reviewed the referenced zoning ordinance amendment notice requesting to amend Title 5, Chapter 1, Section 6, Part 2 titled meanings of terms and words by deleting the reference book titled "Illustrated Book of Development Definitions" and replacing with "A Planners Dictionary". The remaining text of Part 2 shall remain unchanged. ITD has the following comments:

1. ITD does not object to the changes described in this notice.

If you have any questions, you may contact me at 332-7190.

Sincerely,

Ken Couch  
Development Services Coordinator  
Ken.Couch@itd.idaho.gov

Exhibit  
C3



# City of Kuna

## City Council Staff Memo

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

**To:** City Council

**Case Numbers:** 17-02-LLA (Lot Line Adjustment)  
Jacobsen – Stear

**Location:** 942 W 4<sup>th</sup> St. and 531 N School Ave.  
Kuna, Idaho 83634

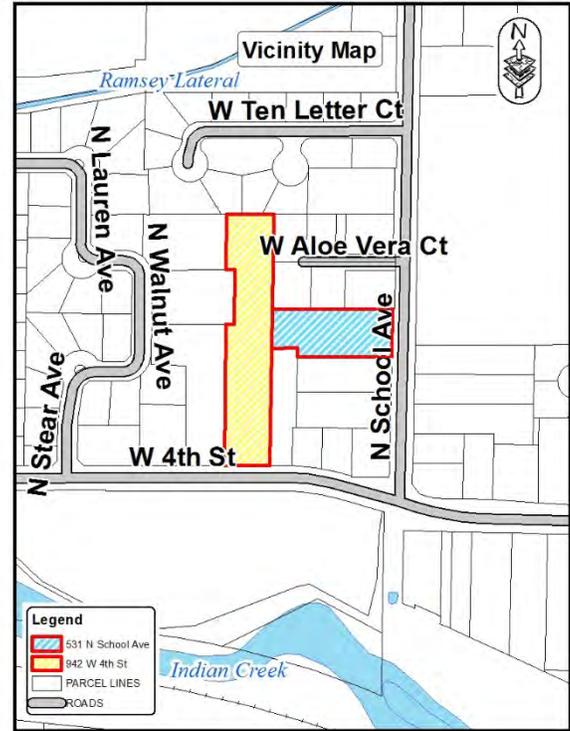
**Planner:** Jace Hellman, Planner I

**Meeting Date:** July 18, 2017

**Owners of Record:** Timothy Stear  
960 W 4<sup>th</sup> St  
Kuna, ID 83634

**Applicant(s):** Eric & Rayola Jacobsen  
531 N School Ave  
Kuna, ID 83634

**Representative:** The Land Group, Inc.  
462 E Shore Dr., Suite 100  
Eagle, ID 83616



### Table of Contents:

- A. Course Proceedings
- B. Applicant Request
- C. Vicinity Maps
- D. History
- E. General Project Facts
- F. Staff Analysis
- G. Applicable Standards
- H. Comprehensive Plan Analysis
- I. Proposed Decision by the Council

### A. Course of Proceedings:

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

#### a. Notifications

- i. Kuna City Engineer June 20, 2017
- ii. Applicant Completeness Letter June 20, 2017
- iii. Agenda July 18, 2017

### B. Applicants Request:

The applicants seek LLA approval to adjust the parcel lines for the smaller parcel from the existing 0.95 acres to 1.48 acres, and reduce the current acreage of the larger parcel from 1.62 acres to 0.94 acres. This lot line adjustment is intended to accommodate the entire existing yard and ancillary structures on the smaller lot, as described in the applicant’s letter of intent.

1. The applicant has submitted all necessary documentation and materials for review.

**C. Aerial Map:**



**D. History:**

The subject sites exist within a fully improved residential neighborhood with existing sewer, water and gravity irrigation services provided to each parcel.

**E. General Project Facts:**

1. **Comprehensive Plan Designation:** The approved Future Land Use map indicates the subject parcels are within the *medium-low density residential* designation. In accordance with KCC 5-3-2, staff views this Lot Line Adjustment request to be consistent with the Future Land Use map.

2. **Surrounding Land Uses:**

Direction	Current Zoning	
<b>North</b>	R-6	Medium-Low Density Residential – Kuna City
<b>South</b>	P	Public District – Kuna City
<b>East</b>	R-6	Medium-Low Density Residential – Kuna City
	P	Public District – Kuna City
<b>West</b>	R-6	Medium-Low Density Residential – Kuna City

3. **Parcel Numbers:** S1323314956/S1323314906

4. **Parcel Sizes and Current Zoning:**

- 942 W 4<sup>th</sup> Street.: 1.62 acres - Zoning: R-6 (Medium-Low Density Residential)
- 531 N. School Ave.: 0.95 acres - Zoning: R-6 (Medium-Low Density Residential)

5. **Services:**

Fire Protection – Kuna Rural Fire District  
 Police Protection – Kuna City Police (Ada County Sheriff)  
 Sanitary Sewer– City of Kuna  
 Potable Water – City of Kuna  
 Irrigation District – City of Kuna (KMID)  
 Gravity Irrigation – City of Kuna (KMID)  
 Sanitation Services – J&M Sanitation

6. **Existing Structures, Vegetation and Natural Features:** Both parcels contain existing homes and accessory structures. Both parcels are fully improved and both parcels' topography is generally flat.

7. **Transportation / Connectivity:** Lot access to public roadways will remain at the frontage of each respective parcel's existing address.

8. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts associated with this application.

F. **Staff Analysis:**

Staff views this proposed action to be consistent with the surrounding uses and the approved Future Land Use Map designation.

Staff forwards a recommendation of approval for Case No. 17-02-LLA to the Kuna City Council.

G. **Applicable Standards:**

1. City of Kuna Zoning Ordinance Title 5;
2. City of Kuna Special Developments Ordinance No. 2011-14
3. City of Kuna Comprehensive Plan.
4. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

H. **Comprehensive Plan Analysis:**

The City Council may accept/deny the Comprehensive Plan components as described below:

1. The proposed LLA for the site is consistent with the following Comprehensive Plan components:

**GOALS AND POLICY – Property Rights**

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

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

**I. Decision by the Council:**

*Note: This proposed motion is for approval/conditional approval/denial of this request. However, if the Council wishes to approve or deny specific parts of the request as detailed in the staff report, those changes must be specified.*

Based on the facts outlined in staff's report, the case file and any discussion at the public meeting, the City Council of Kuna, Idaho, hereby approves/conditionally approves/denies Case No. 17-02-LLA, a Lot Line Adjustment request by Eric and Rayola Jacobsen; with the following conditions of approval:

1. Have the applicant's representative engineer-surveyor record the following documents:
  - a. Record of Survey
  - b. Execute and record the necessary deeds to accomplish the property boundary adjustments as approved.
  - c. Provide copies of the **recorded** record of survey and recorded new deeds, to the Planning and Zoning Department as evidence of compliance.
2. Applicant and/or owners shall complete the aforementioned conditions within one (1) year of the City Council's Order of Decision for this application; otherwise any approvals will be considered null and void.
3. With the reconfiguration of both parcels, applicant and/or owners shall work with Kuna Fire District to provide and maintain a clear 20-foot wide pathway for emergency vehicle access.
4. The applicant shall adhere to all agency and staff recommendations.
5. 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)	17-02-LLA
Project name	Jacobsen - Stear Ros lot line adjustment RECEIVED
Date Received	6-13-17
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

#### Contact/Applicant Information

Owners of Record: <u>Timothy Stear</u>	Phone Number: _____
Address: <u>960 W. 4th St.</u>	E-Mail: <u>alanhodge1@gmail.com</u>
City, State, Zip: <u>Kuna, ID 83634</u>	Fax #: _____
Applicant (Developer): <u>Eric/Rayola Jacobsen</u>	Phone Number: <u>208.249.0234</u>
Address: <u>531 N. School Ave.</u>	E-Mail: <u>Rayola_1@msn.com</u>
City, State, Zip: <u>Kuna, ID 83634</u>	Fax #: _____
Engineer/Representative: <u>The Land Group, Inc.</u>	Phone Number: <u>208.939.4041</u>
Address: <u>462 E. Shore Dr., Suite 100</u>	E-Mail: <u>denise@thelandgroupinc.com</u>
City, State, Zip: <u>Eagle, ID 83616</u>	Fax #: <u>208.939.4445</u>

#### Subject Property Information

Site Address: <u>942 W. 4th St., Kuna, Idaho 83634/ 531 N. School Ave., Kuna, ID 83634</u>
Site Location (Cross Streets): <u>W. 4th Street and N. School Avenue</u>
Parcel Number (s): <u>S1323314956 / S1323314906</u>
Section, Township, Range: <u>23, 2N, 1W</u>
Property size : <u>1.62 / 0.95</u>
Current land use: <u>Residential</u> Proposed land use: <u>Residential</u>
Current zoning district: <u>R-6</u> Proposed zoning district: <u>R-6</u>



**Project Description**

Project / subdivision name: Jacobsen Property Lot Line Adjustment

General description of proposed project / request: Adjust the lot line between the Jacobsen lot and the Stear lot as shown on the enclosed Record of Survey

Type of use proposed (check all that apply):

Residential to remain the same

Commercial \_\_\_\_\_

Office \_\_\_\_\_

Industrial \_\_\_\_\_

Other \_\_\_\_\_

Amenities provided with this development (if applicable): N/A

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No

Please describe the existing buildings: homes, garages

Any existing buildings to remain?  Yes  No

Number of residential units: 2 Number of building lots: 2

Number of common and/or other lots: 0

Type of dwellings proposed:

Single-Family to remain the same

Townhouses \_\_\_\_\_

Duplexes \_\_\_\_\_

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

Other \_\_\_\_\_

Minimum Square footage of structure (s): Stear = 1728 sf. / Jacobsen = 1809 sf.

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

Percentage of open space provided: N/A Acreage of open space: N/A

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

**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: *Donise J. Jaraman* Date: 06.08.2017



THE LAND GROUP, INC.

June 8, 2017

City of Kuna  
Planning and Zoning Department  
Troy Behunin  
PO Box 13  
Kuna, ID 83634

**Re: Application for Jacobsen's, 531 N. School Ave. and 942 W. 4<sup>th</sup> St. in the City of Kuna concerning Record of Survey – Property Line Adjustment**

Dear Mr. Behunin:

We are pleased to submit the enclosed application for Record of Survey – Property Line Adjustment for 531 N. School Ave. and 942 W. 4<sup>th</sup> St., located in the Southeast ¼ of the Northeast ¼ of the Southwest ¼ of Section 23 of Township 2N, Range 1W. The parcels; S1323314906 and S1323314956 are located in the City of Kuna, and are zoned R-6.

The final result of the Property Line Adjustment:

- will enhance and beautify the community by allowing control of noxious weeds and up-keep of the lawn for the additional parcel area.
- will allow Jacobsen to obtain irrigation to control for both his property and the additional parcel area of property gained from the lot line adjustment. This will provide an esthetically pleasing outcome for the entire property.
- will allow the Stear property to give up maintenance duties for the additional piece of property.

We appreciate the opportunity to present this application and look forward to providing any additional information required for the City of Kuna application process. If you have any questions, please do not hesitate to contact our office, 208.939.4041 or [denise@thelandgroupinc.com](mailto:denise@thelandgroupinc.com).

Sincerely,

Denise C. Lauerman  
**The Land Group, Inc.**

6-13-17

Exhibit  
B2

THE LAND GROUP, INC.

June 9, 2017  
Project No. 115032

Exhibit "A"

JACOBSEN  
PARCEL "A" DESCRIPTION

A parcel of land located in the Northeast 1/4 of the Southwest 1/4 of Section 23, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the Section Corner common to Sections 22, 23, 26 and 27 of said Township 2 North, Range 1 West;

Thence North 00°14'32" West a distance of 2643.20 feet on the Section Line common to said Sections 22 and 23 to the One Quarter Section Corner common to said Sections 22 and 23;

Thence reversing direction, South 00°14'32" East a distance of 1321.70 feet (formerly described as 1317.61 feet) on the Section Line common to said Sections 22 and 23 to the South One-Sixteenth Section Corner common to said Sections 22 and 23;

Thence North 89°06'48" East a distance of 1975.50 feet (formerly described as 1976.11 feet) on the east-west one sixteenth section line of the Southwest 1/4 of said Section 23 to the southwest corner of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 23;

Thence North 00°01'04" East a distance of 661.30 feet (formerly described as 660.43 feet) on the westerly boundary line of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 23 to the northwest corner of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 23;

Thence North 88°58'58" East a distance of 210.44 feet (formerly described as 235.23 feet) on the northerly boundary line of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 23 to a point on the westerly side of an existing board fence, as same fence is described in Deed Instrument Number 104140623 of Ada County Records, said point being the POINT OF BEGINNING;

Thence North 88° 58' 58" East, a distance of 119.00 feet on the northerly boundary line of that certain parcel of land described in Deed Instrument Number 9124722, Ada County Records, to the Northwest corner of Aloe Way Subdivision, as shown on the official plat thereof, recorded in Book 51 of Plats, at Page 4315 of Ada County Records;

Thence South 00° 02' 02" West, a distance of 238.00 feet on the westerly boundary line of said Aloe Way Subdivision to the Southwest corner of said Aloe Way Subdivision;

Thence North 89° 06' 08" East, a distance of 299.53 feet on the southerly boundary line of said Aloe Way Subdivision to a point common to the southerly boundary line of said Aloe Way Subdivision and the westerly right-of-way line of North School Avenue;

Thence South 00° 04' 23" West, a distance of 120.11 feet on the westerly right-of-way line of North School Avenue to the northeast corner of Parcel A as shown on Record-of-Survey Number 7063 of Ada County Records;

Thence South 89° 06' 48" West, a distance of 236.44 feet to the northwest corner of said Record-of-Survey Number 7063 Parcel A;

Thence North 00° 02' 02" East, a distance of 21.00 feet;

Exhibit  
B3

Thence South 89° 06' 48" West, a distance of 63.00 feet to a point on the east boundary line of the parcel depicted on Record-of-Survey Number 10303 of Ada County Records;  
 Thence North 00° 02' 02" East, a distance of 59.06 feet on the easterly boundary line of that parcel depicted on said Record of Survey Number 10303;  
 Thence South 89° 54' 50" West, a distance of 95.52 feet to an angle point on the westerly boundary line of said Record of Survey Number 10303 Parcel;  
 Thence on the westerly boundary line of said Record of Survey Number 10303 Parcel for the following courses and distances:  
 Thence North 00° 00' 09" West, a distance of 137.02 feet;  
 Thence South 89° 06' 38" West, a distance of 22.61 feet;  
 Thence North 00° 16' 49" West, a distance of 139.36 feet (formerly described as 140.02 feet) to the point of beginning.

The above described parcel contains 1.48 acres more or less.

PREPARED BY:  
THE LAND GROUP, INC.

James R. Washburn



RECEIVED  
6-13-17

THE LAND GROUP, INC.

June 9, 2017  
Project No. 115032

Exhibit "A"

STEAR  
PARCEL "B" DESCRIPTION

A parcel of land located in the Northeast 1/4 of the Southwest 1/4 of Section 23, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the Section Corner common to Sections 22, 23, 26 and 27 of said Township 2 North, Range 1 West;

Thence North  $00^{\circ}14'32''$  West a distance of 2643.20 feet on the Section Line common to said Sections 22 and 23 to the One Quarter Section Corner common to said Sections 22 and 23;

Thence reversing direction, South  $00^{\circ}14'32''$  East a distance of 1321.70 feet (formerly described as 1317.61 feet) on the Section Line common to said Sections 22 and 23 to the South One-Sixteenth Section Corner common to said Sections 22 and 23;

Thence North  $89^{\circ}06'48''$  East a distance of 1975.50 feet (formerly described as 1976.11 feet) on the east-west one sixteenth section line of the Southwest 1/4 of said Section 23 to the southwest corner of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 23;

Thence North  $00^{\circ}01'04''$  East a distance of 661.30 feet (formerly described as 660.43 feet) on the westerly boundary line of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 23 to the northwest corner of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 23;

Thence North  $88^{\circ}58'58''$  East a distance of 210.44 feet (formerly described as 235.23 feet) on the northerly boundary line of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 23 to a point on the westerly side of an existing board fence, as same fence is described in Deed Instrument Number 104140623 of Ada County Records, said point also being the northwest corner of that parcel depicted in Record-of-Survey Number 10303 of Ada County Records;

Thence on the westerly boundary line of that parcel of land depicted on said Record-of-Survey Number 10303 for the following courses and distances;

Thence South  $00^{\circ}16'49''$  East, a distance of 139.36 feet (formerly described as 140.02 feet) on the westerly side of said existing board fence;

Thence North  $89^{\circ}06'38''$  East, a distance of 22.61 feet;

Thence South  $00^{\circ}00'09''$  East, a distance of 137.02 feet to the POINT OF BEGINNING;

Thence North  $89^{\circ}54'50''$  East, a distance of 95.52 feet to a point on the westerly boundary line of said parcel depicted in Record-of-Survey Number 10303;

Thence on the exterior boundary line of said parcel depicted on Record-of-Survey Number 10303 for the following courses and distances:

Thence South  $00^{\circ}02'02''$  West, a distance of 354.05 feet to a point on the northerly right-of-way line of West 4th Street;

Thence South 89° 06' 48" West, a distance of 113.27 feet on said northerly right-of-way line to the southwest corner of said Record-of-Survey Number 10303 Parcel;

Thence North 00° 29' 06" West, a distance of 355.35 feet;

Thence North 89° 06' 38" East, a distance of 20.96 feet to the point of beginning.

The above described parcel contains 0.94 acres more or less.

PREPARED BY:  
THE LAND GROUP, INC.

James R. Washburn



RECEIVED  
6-13-17



Continuation of Schedule A - Legal Description  
Order Number: 00007834

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO.  
EXCEPTING THEREFROM THE EAST 275 FEET OF THE SOUTH 125 FEET

ALSO EXCEPTING

THE NORTHERLY 238 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN.

ALSO EXCEPTING A PARCEL OF LAND

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID EAST HALF A DISTANCE OF 54.5 FEET TO A POINT;  
THENCE

NORTHERLY IN A STRAIGHT LINE PARALLEL TO THE WEST BOUNDARY OF SAID EAST HALF A DISTANCE OF 125 FEET TO A POINT; THENCE

EASTERLY IN A STRAIGHT LINE PARALLEL TO THE NORTH BOUNDARY OF SAID EAST HALF A DISTANCE OF 8 1/2 FEET TO A POINT, THEN REAL POINT OF BEGINNING;  
THENCE

NORTHERLY IN A STRAIGHT LINE PARALLEL TO THE WEST BOUNDARY OF SAID EAST HALF A DISTANCE OF 179 FEET TO A POINT; THENCE

EASTERLY IN A STRAIGHT LINE PARALLEL TO THE SOUTH BOUNDARY OF SAID EAST HALF A DISTANCE OF 242 FEET TO A POINT; THENCE

SOUTHERLY IN A STRAIGHT LINE PARALLEL TO THE WEST BOUNDARY OF SAID EAST HALF A DISTANCE OF 179 FEET TO A POINT; THENCE WESTERLY IN A STRAIGHT LINE PARALLEL TO THE SOUTH BOUNDARY OF SAID EAST HALF A DISTANCE OF 242 FEET TO THE REAL POINT OF BEGINNING.

ALSO EXCEPTING A PARCEL OF LAND

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, THE REAL POINT OF BEGINNING; THENCE

EASTERLY ALONG THE SOUTH BOUNDARY OF SAID EAST 1/2 A DISTANCE OF 54.5 FEET TO A POINT; THENCE

NORTHERLY IN A STRAIGHT LINE PARALLEL TO THE WEST BOUNDARY OF SAID EAST 1/2 A DISTANCE OF 125 FEET TO A POINT; THENCE

EASTERLY IN A STRAIGHT LINE PARALLEL TO THE NORTH BOUNDARY OF SAID EAST 1/2 A DISTANCE OF 8.5 FEET TO A POINT; THENCE NORTHERLY IN A STRAIGHT LINE PARALLEL TO THE WEST BOUNDARY OF SAID EAST 1/2, A DISTANCE OF 200 FEET TO A POINT; THENCE

WESTERLY IN A STRAIGHT LINE PARALLEL TO THE SOUTH BOUNDARY OF SAID EAST 1/2, A DISTANCE OF 63 FEET TO A POINT; THENCE

SOUTHERLY ALONG THE WEST BOUNDARY OF SAID EAST 1/2 A DISTANCE OF 325 FEET TO THE REAL POINT OF BEGINNING.

Continued on next page

Continuation of Schedule A - Legal Description  
Order Number: 00007834

ALSO EXCEPTING

A PARCEL LOCATED IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS CAP MONUMENT MARKING THE NORTHEASTERLY CORNER OF SAID SOUTHWEST 1/4, SAID CORNER BEING STATION 30 + 00.00 AS SHOWN ON THE PLANS ON FILE IN THE OFFICE OF THE ADA COUNTY HIGHWAY DISTRICT AS PROJECT NO. 52060.0, FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE SOUTHEASTERLY CORNER OF SAID SOUTHWEST 1/4 BEARS SOUTH 00° 54' 04" WEST A DISTANCE OF 2648.34 FEET; THENCE SOUTH 00° 54' 04" WEST ALONG THE EASTERLY BOUNDARY OF SAID SOUTHWEST 1/4 A DISTANCE OF 900.08 FEET TO A POINT AT STATION 20 + 99.91 OF SAID PROJECT NO. 52060.0 AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00° 54' 04" WEST A DISTANCE OF 120.09 FEET TO A POINT AT STATION 19 + 78.83 FEET OF SAID PROJECT NO. 52060.0; THENCE LEAVING SAID EASTERLY BOUNDARY SOUTH 89° 55' 53" WEST A DISTANCE OF 30.00 FEET TO A POINT 30.00 FEET LEFT OF STATION 19 + 79.32 OF SAID PROJECT NO. 52060.0; THENCE NORTH 00° 54' 04" EAST A DISTANCE OF 120.08 FEET TO A POINT 30.00 FEET LEFT OF STATION 20 + 99.40 OF SAID PROJECT NO. 52060; THENCE NORTH 89° 54' 31" EAST A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING ANY PORTION LYING WITHIN THE RIGHT OF WAY OF SCHOOL AVE.

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Moffatt, Thomas, Barrett, Rock &  
Fields, Chartered  
101 S. Capitol Boulevard, 10th Floor  
Post Office Box 829  
Boise, Idaho 83701-0829  
Attention: Christine E. Nicholas

ADA COUNTY RECORDER Christopher D. Rich  
BOISE IDAHO Pgs=4 DAWN TRIVOLIS  
MOFFATT THOMAS

2015-118853  
12/31/2015 02:24 PM  
AMOUNT:\$19.00



(Space Above For Recorder's Use)

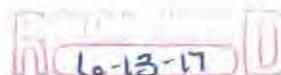
**QUITCLAIM DEED**

FOR VALUE RECEIVED, **TIMOTHY STEAR** and **KAREN STEAR**, husband and wife, hereby convey, release, remise, and forever quitclaim unto **TIMOTHY STEAR** and **KAREN STEAR**, husband and wife, as Grantee, whose current mailing address is 960 W. 4th St, Kuna ID 83634, all of Grantors' right, title and interest in and to that certain real property in Ada County, Idaho, described in the attached **Exhibit A** and shown on Record of Survey No. 10303, recorded as Instrument No. 2015-103217, records of Ada County, Idaho.

DATED this 31<sup>st</sup> day of December, 2015.

\_\_\_\_\_  
Timothy Stear

\_\_\_\_\_  
Karen Stear



STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 31<sup>st</sup> day of December, 2015, before me Alexandria J. Steele personally appeared TIMOTHY STEAR, known or identified to me (or proved to me on the oath of \_\_\_\_\_), 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.



Alexandria J. Steele  
NOTARY PUBLIC FOR IDAHO  
Residing at BOISE, ID  
My Commission Expires 04/23/2021

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 31<sup>st</sup> day of December, 2015, before me Alexandria J. Steele personally appeared KAREN STEAR, known or identified to me (or proved to me on the oath of \_\_\_\_\_), to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



Alexandria J. Steele  
NOTARY PUBLIC FOR IDAHO  
Residing at BOISE, ID  
My Commission Expires 04/23/2021



THE LAND GROUP, INC.

June 25, 2015  
Project No. 115032

**TIM STEAR PROPERTY  
DESCRIPTION**

A parcel of land located in the Northeast 1/4 of the Southwest 1/4 of Section 23, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the Section Corner common to Sections 22, 23, 26 and 27 of said Township 2 North, Range 1 West;  
Thence North 00°14'32" West a distance of 2643.20 feet on the Section Line common to said Sections 22 and 23 to the One Quarter Section Corner common to said Sections 22 and 23;  
Thence reversing direction, South 00°14'32" East a distance of 1321.70 feet (formerly described as 1317.61 feet) on the Section Line common to said Sections 22 and 23 to the South One-Sixteenth Section Corner common to said Sections 22 and 23;  
Thence North 89°06'48" East a distance of 1975.50 feet (formerly described as 1976.11 feet) on the east-west one sixteenth section line of the Southwest 1/4 of said Section 23 to the southwest corner of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 23;  
Thence North 00°01'04" East a distance of 661.30 feet (formerly described as 660.43 feet) on the westerly boundary line of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 23 to the northwest corner of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 23;  
Thence North 88°58'58" East a distance of 210.44 feet (formerly described as 235.23 feet) on the northerly boundary line of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 23 to a point on the westerly side of an existing board fence, as same fence is described in Deed Instrument Number 104140623 of Ada County Records, said point being the POINT OF BEGINNING;

Thence South 00°16'49" East a distance of 139.36 feet (formerly described as 140.02 feet) on the westerly side of said existing board fence to a point on the northerly boundary line of that parcel of land as described in Deed Instrument Number 113118631 of Ada County Records;  
Thence North 89°06'38" East a distance of 22.61 feet on the northerly boundary line of said parcel of land as described in Deed Instrument Number 113118631 to the northeast corner of said parcel;  
Thence South 00°00'09" East a distance of 137.02 feet (formerly described as 137.00 feet) on the easterly boundary line of said parcel of land as described in Deed Instrument Number 113118631, to the southeast corner of said parcel;  
Thence South 89°06'38" West a distance of 20.96 feet on the southerly boundary line of said parcel of land as described in Deed Instrument Number 113118631 to a point on the

Landscape Architecture • Site Planning • Civil Engineering  
462 E. Shore Drive, Ste. 100, Eagle, Idaho



Surveying • Engineering • Graphic Communication  
8.939.4445 • www.thelandgroupinc.com

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6-13-15



THE LAND GROUP, INC.

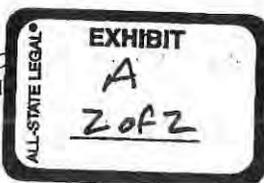
westerly boundary line of that parcel of land as described in Deed Instrument Number 9124722 of Ada County Records;  
 Thence South 00°29'06" East a distance of 355.35 feet on the westerly boundary line of said parcel of land as described in Deed Instrument Number 9124722 to a point on the northerly right-of-way line of West 4 th Street, as same right-of-way is described in Deed Instrument Number 96052132 of Ada County Records;  
 Thence North 89°06'48" East a distance of 113.27 feet on the northerly right-of-way line of West 4 th Street to a point on the easterly boundary line of said parcel of land as described in Deed Instrument Number 9124722;  
 Thence North 00°02'02" East a distance of 632.05 feet on the easterly boundary line of said parcel of land as described in Deed Instrument Number 9124722 to the northeast corner of said parcel;  
 Thence South 88°58'58" West a distance of 119.00 feet on the northerly boundary line of said parcel of land as described in Deed Instrument Number 9124722 to the point of beginning.

Said parcel contains 1.62 acres more or less.

PREPARED BY:  
THE LAND GROUP, INC.



James R. Washburn





# City of Kuna AFFIDAVIT OF LEGAL INTEREST

RECEIVED  
6-13-17

State of Idaho )

) ss

County of Ada )

I, Eric Jacobsen , 531 School Ave, P.O. Box 712  
Name Address  
Kuna, Idaho 83634 , \_\_\_\_\_  
City State Zip Code

being first duly sworn upon oath, depose and say:

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

A. That I am the record owner of the property described on the attached, and I grant my

Permission to The Land Group, Inc. 462 E. Shore Dr., Suite 100, Eagle, ID 83616 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 5/25/17 25 day of MAY, 20 17

Eric Jacobsen  
Signature

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

Denise C. Lauerman  
Notary Public for Idaho

Residing at: BOISE

My commission expires: 02.24.2020



Exhibit  
B5



# City of Kuna AFFIDAVIT OF LEGAL INTEREST

6-13-17

State of Idaho )

) ss

County of Ada )

I, Timothy R Stear & Karen M Stear, 942 W 4<sup>th</sup> St  
Name Address

KUNA ID 83634  
City State Zip Code

being first duly sworn upon oath, depose and say:

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

A. That I am the record owner of the property described on the attached, and I grant my

Permission to The Land Group, Inc. 462 E. Shore Dr., Suite 100, Eagle, ID 83616 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 5/25/17<sup>TS</sup> 25 day of MAY, 2017

[Signature] Karen M Stear  
Signature

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

Denise C. Lauerhan  
Notary Public for Idaho

Residing at: Boise

My commission expires: 02.24.2020

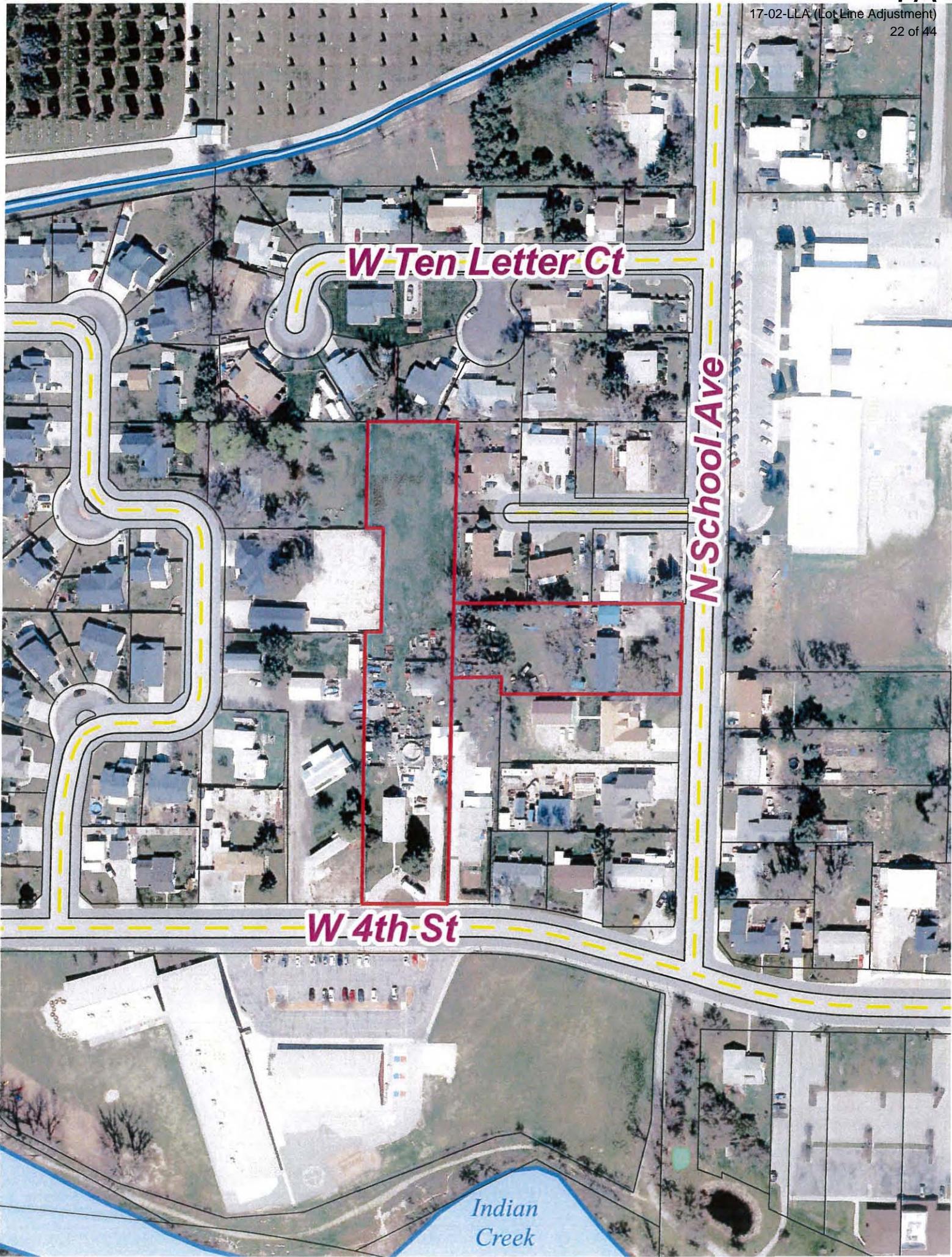


# Vicinity Map

## 942 W. 4th St., Kuna



Exhibit  
B6



**W Ten Letter Ct**

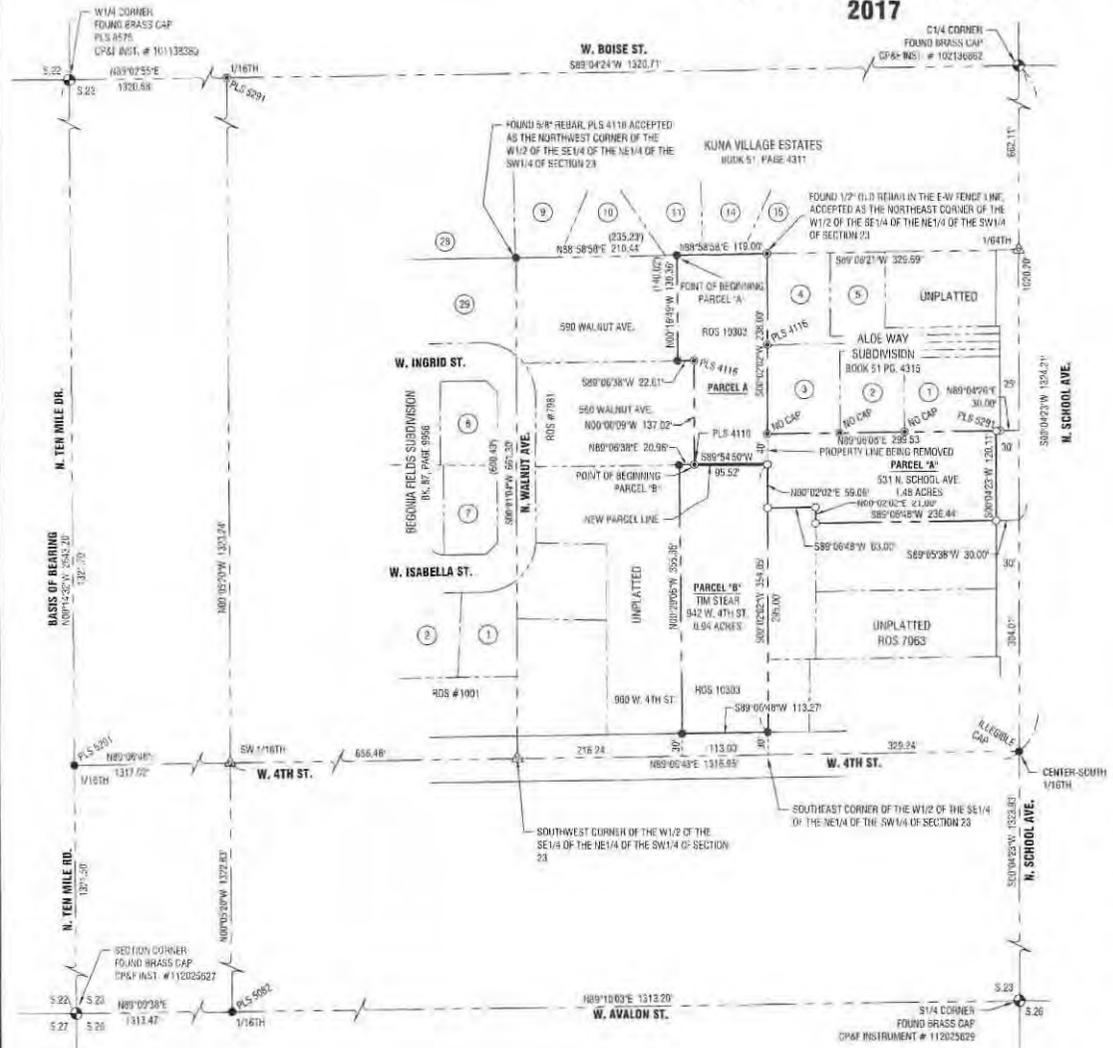
**N School Ave**

**W 4th St**

**Indian  
Creek**

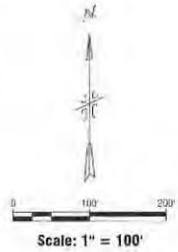
**Record of Survey - Lot Line Adjustment**  
for  
**Jacobsen Property**  
Located in the SE 1/4 of the NE 1/4 of the SW 1/4 of Section 23,  
Township 2 North, Range 1 West, Boise Meridian,  
City of Kuna, Ada County, Idaho  
2017

Record of Survey No. \_\_\_\_\_



**Legend**

	FOUND BRASS CAP MEASUREMENT
	FOUND 1/2\"/>
	FOUND 5/8\"/>
	SET 5/8\"/>
	SECTION LINE
	BOUNDARY LINE
	NEW PARCEL LINE
	ADJACENT LOT LINE
	RIGHT-OF-WAY LINE
	DATE OF RECORD
	LOT NUMBER



**Certificate of Ada County Recorder**

STATE OF IDAHO  
COUNTY OF ADA  
INSTRUMENT NUMBER \_\_\_\_\_

I HEREBY CERTIFY THAT THIS PLAT WAS FILED AT THE REQUEST OF \_\_\_\_\_  
AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. THIS  
DAY OF \_\_\_\_\_ A.D. 2017, IN MY OFFICE AND WAS DULY RECORDED.

DEPUTY \_\_\_\_\_ EX-OFFICIO RECORDER  
FEE: \_\_\_\_\_

**Certificate of Surveyor**

JAMES T. WASHBURN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY.



**References**

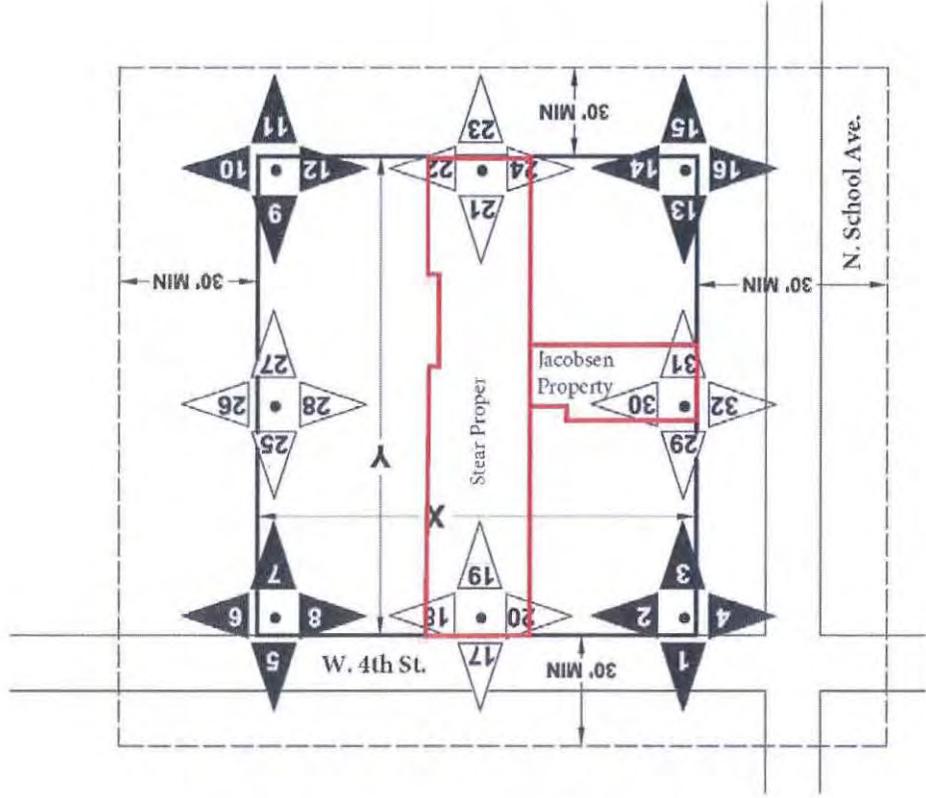
- Record of Survey No. 10303, Ada County Records
- Record of Survey No. 7981, Ada County Records
- Record of Survey No. 7063, Ada County Records
- Record of Survey No. 5673, Ada County Records
- Record of Survey No. 1001, Ada County Records
- Deed Instrument No. 110075345, Ada County Records
- Kuna Village Estates Subdivision, Book 51 of Plats at Pg. 4311, Ada County Records
- Alce Way Subdivision, Book 51 of Plats at Pg. 4315, Ada County Records



262 East Shore Drive, Suite 100  
Kuna, Idaho 83646  
PH: 208.939.9041 FAX: 208.939.4445  
www.thelandgroupinc.com

Exhibit  
B7

### Photo Map



Jacobsen Property – Site Photographs



#1 This photo is looking south along N. School Ave. from the southeast corner of the Jacobsen property.

Exhibit  
B8



#2 This photo is looking west, along the southern boundary of the Jacobsen property from the southeast corner.



#3 This photo is looking north along N. School Ave. from the southeast corner of the Jacobsen property.



#4 This photo is looking east, across N. School Ave. from the southeast corner of the Jacobsen property.



#5 This photo is looking south from the southwest corner of the Jacobsen property along the eastern boundary of the Stear property.



#6 This photo is looking west from the southwest corner of the Jacobsen property.



#6b This photo is looking west from the southwest corner of the Jacobsen property also.



#7 this photo is looking north from the southwest corner of the Jacobsen property.



#8 This photo is looking east from the southwest corner of the Jacobsen property.



#9 This photo is looking south from the northwest corner of the Jacobsen property.



#10 This photo is looking west from the northwest corner of the Jacobsen property.



#11 This photo is looking north from the northwest corner of the Jacobsen property.



#12 This photo is looking east towards N. School Ave. from the rear of the Jacobsen property at the northwest corner.



#13 This photo is looking south along N. School Ave. from the northeast corner of the Jacobsen property.



#14 This photo is looking west along the northern boundary of the Jacobsen property from the northeast corner.



#15 This photo is looking north along N. School Ave. from the northwest corner of the Jacobsen property.

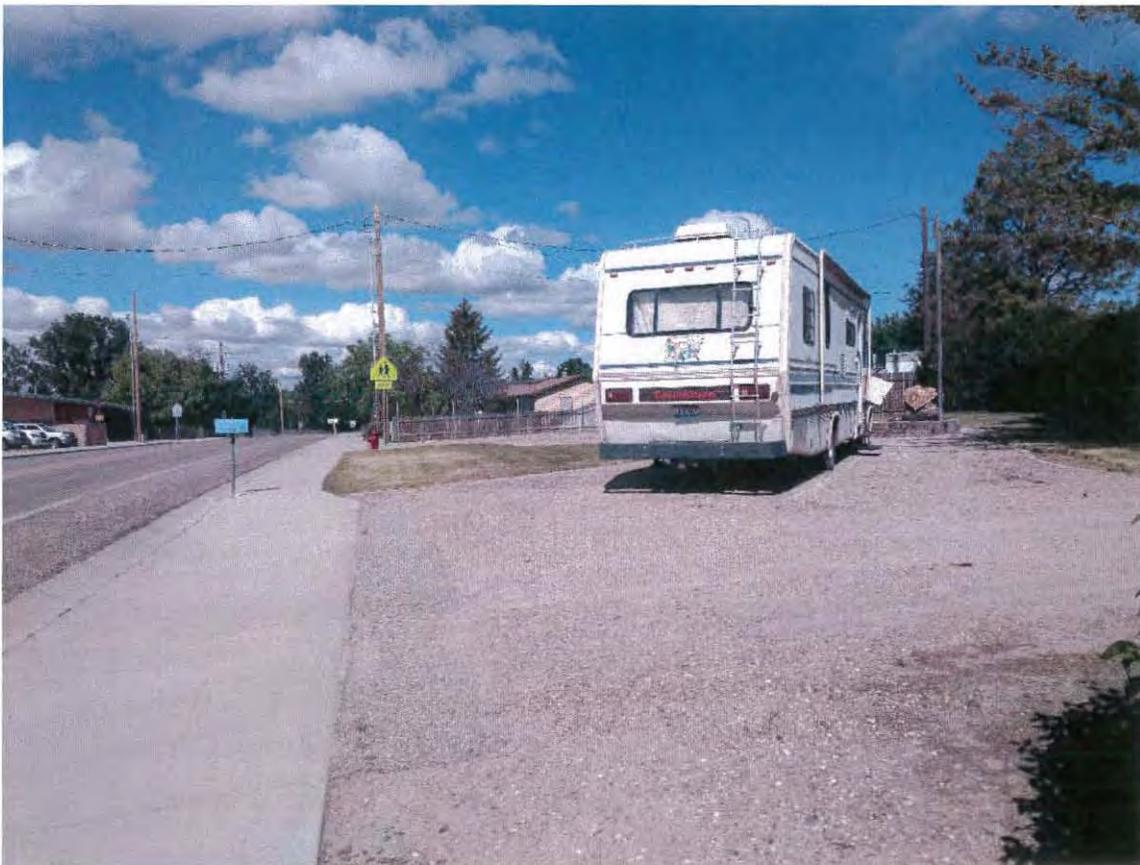


#16 This photo is looking east across N. School Ave. towards Ross Elementary School from the northwest corner of the Jacobsen property.

### Stear Property – Site Photographs



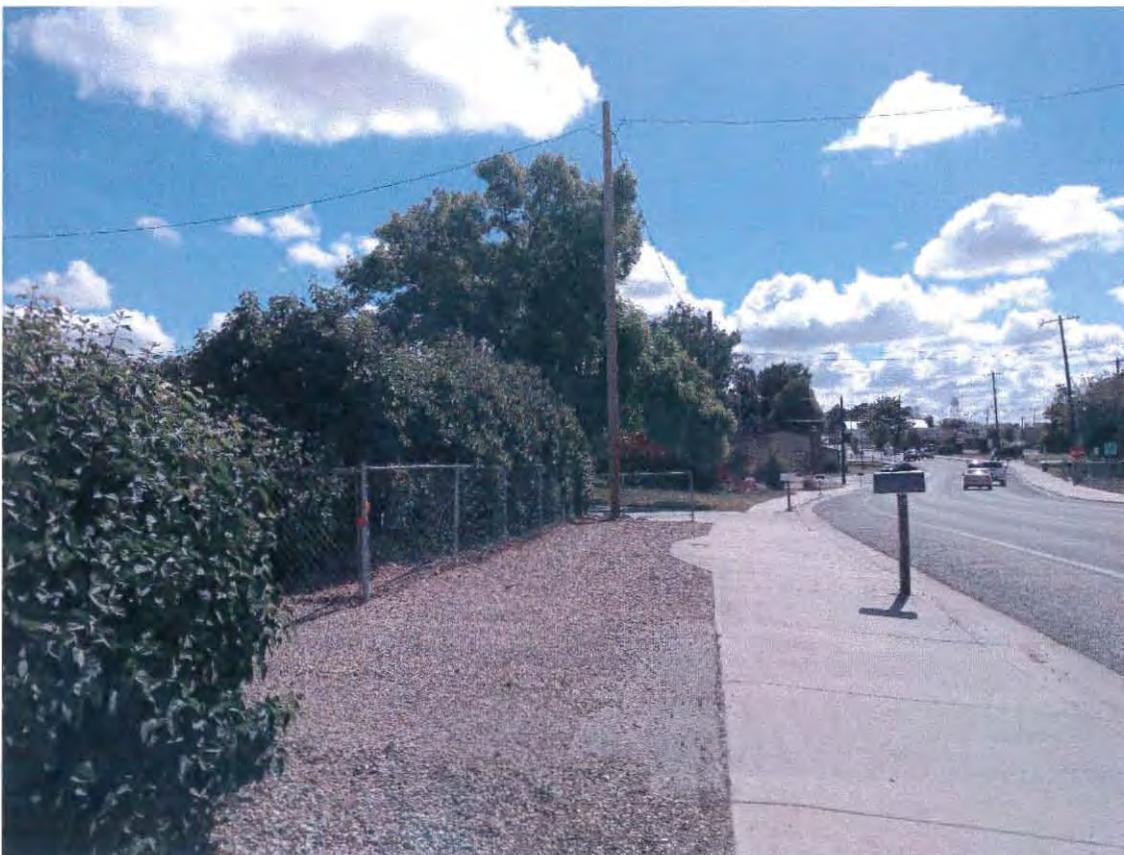
#1 This photo is looking south across W. 4<sup>th</sup> St. from the southeast corner of the Stear property.



#2 This photo is looking west along W. 4<sup>th</sup> Street from the southeast corner of the Stear property.



#3 This photo is looking north along the eastern boundary of the Stear property from the southeast corner.



#4 This photo is looking east along W. 4<sup>th</sup> St. from the southeast corner of the Stear property.



#5 This photo is looking south, across W. 4<sup>th</sup> St., from the southwest corner of the Stear property.



#6 This photo is looking west from the southwest corner of the Stear property, along W. 4<sup>th</sup> St.



#7 This photo is looking north along the western boundary of the Stear property from the southwest corner.



#8 This photo is looking east along the southern boundary, W. 4<sup>th</sup> St., of the Stear property from the southwest corner.



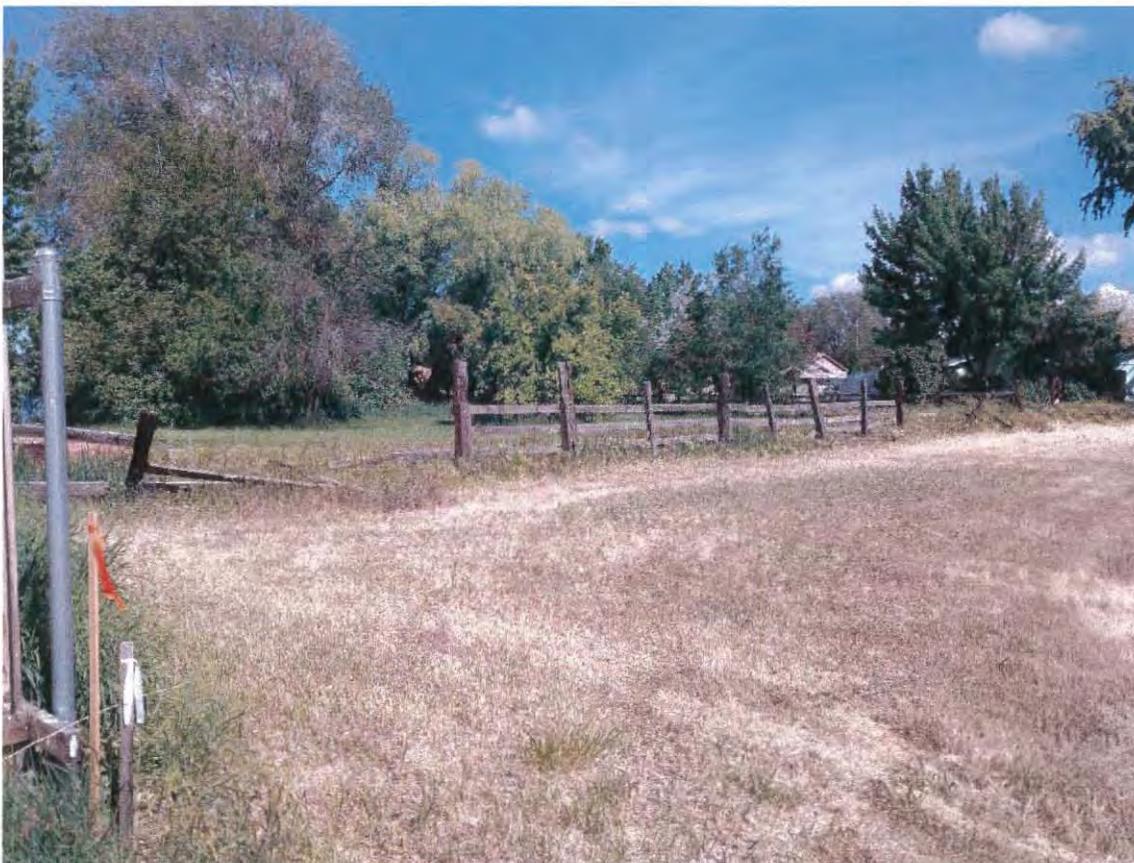
#9 This photo is looking south from the northwest corner of the Stear property.



#12 This photo is looking east from the northwest corner of the Stear property.



#25 This photo is looking south from south of the southern notch-out along the western boundary of the Stear property.



#26 This photo is looking west from the northern notch-out along the western boundary of the Stear property.



**#27 This photo is looking north, midway along the western boundary of the Stear property towards the northern boundary.**



**#28 This photo is looking east from the western boundary of the Stear property, south of the notch-out.**



#29 This photo is looking south from midway along the eastern boundary of the Stear property.



#30 This photo is looking west from midway along the eastern boundary of the Stear property.



#31 This photo is looking north from the northwest corner of the Jacobsen property along the eastern boundary of the Stear property.

**Jace Hellman**

---

**From:** Antonio Conti  
**Sent:** Tuesday, June 20, 2017 4:34 PM  
**To:** Jace Hellman  
**Subject:** RE: Jacobsen-Stear Lot Line Adjustment request for Comment

Thank you

Antonio Marcel Conti  
City Engineer

**From:** Jace Hellman  
**Sent:** Tuesday, June 20, 2017 4:26 PM  
**To:** Antonio Conti <aconti@kunalD.gov>  
**Subject:** RE: Jacobsen-Stear Lot Line Adjustment request for Comment

I would agree with that. I will shoot them an email and see if they have anything showing or stating that nothing will be effected by this line adjustment. I will keep you updated.

Thanks Antonio,

Jace Hellman  
Planner I  
City of Kuna  
751 W 4<sup>th</sup> Street  
Kuna, ID 83634  
[jhellman@kunalD.gov](mailto:jhellman@kunalD.gov)



**From:** Antonio Conti  
**Sent:** Tuesday, June 20, 2017 4:23 PM  
**To:** Jace Hellman <[jhellman@kunalD.gov](mailto:jhellman@kunalD.gov)>  
**Subject:** RE: Jacobsen-Stear Lot Line Adjustment request for Comment

I think we need to make sure that moving the lines does not create a non-conforming use with existing facilities such as setbacks and encroachments. If the owner states that there will be nothing in the way and you are ok with it, I have no issues. We just need to have something in the file in my opinion.

Antonio Marcel Conti  
City Engineer



**Jace Hellman**

---

**From:** RAYOLA JACOBSEN <Rayola\_1@msn.com>  
**Sent:** Saturday, June 24, 2017 11:05 AM  
**To:** Jace Hellman  
**Cc:** Denise Lauerman  
**Subject:** Lot Line Adjustment question

Jace,  
I have not been receiving your emails. Denise forwarded the email asking for confirmation that there are no buildings near the adjusted lot line that would deny access to the property. The overhead photos that were sent from The Land Group show no buildings. Also we would like to state that there are no buildings on the existing Jacobsen property line or the current Stear property line. Upon completion of the lot line adjustment there will be no impediments that would deny access to the property.  
Thank you for your inquiry, if you need additional information please advise.

Rayola

Rayola Jacobsen  
RJ Consulting, LLC  
Office (208)338-0019  
Cell (208)249-0234  
Rayola\_1@msn.com



# 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)

June 20, 2017

**Timothy Stear**  
960 W. 4<sup>th</sup> St  
Kuna, ID 83634

**Eric & Rayola Jacobsen**  
531 N. School Ave  
Kuna, ID 83634  
208.249.0234

**The Land Group, Inc.**  
462 E. Shore Dr. Suite 100  
Eagle, ID 83616  
208.939.4445

### Completeness Letter

17-02-LLA (Lot Line Adjustment) 942 W. 4<sup>th</sup> St. and 531 N. School Ave (APN# S1323314956/S1323314906)

Dear Timothy Stear and Eric & Rayola Jacobsen:

The City of Kuna Planning and Zoning Department is in receipt of your application for a Lot Line Adjustment for 942 West 4<sup>th</sup> Street and 531 North School Avenue, Kuna, ID 83634). The application as submitted is deemed complete as of June 20, 2017.

The following application fees have been paid (CHK# 879):

**Planning and Zoning Department**

Lot Line Adjustment: \$200.00 + \$100 Engineer Fee = \$300.00

**Total Fees Now Due: \$0.00**

A Lot Line Adjustment is designated in Kuna City Code 1-14-3 (KCC), as a public meeting with the City Council as the decision-making body. As a public meeting, this application does not require public notice as set forth in Idaho Code, Chapter 65, Idaho Local Land Use Planning Act.

Your application is scheduled for a public meeting with the Kuna City Council on **July 18, 2017**, at 6:00 pm in Council Chambers, or as soon after as it may be heard. Please plan on attending to answer any questions the Council may have regarding your application.

If you have any questions, feel free contact our office. Please reference case # **17-02-LLA** in any future correspondence.

Regards,



Jace Hellman  
Planner I

Cc: Wendy Howell, City of Kuna, Director of Planning Services  
Greg Carter, Idaho Survey Group



# CITY OF KUNA

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

Telephone (208) 922-5546  
Email: [CEngels@kunaID.gov](mailto:CEngels@kunaID.gov)

## MEMORANDUM

TO: Mayor Stear and Council  
FROM: Chris Engels, City Clerk – Bob Bachman, Public Works Director  
RE: Downtown Revitalization Project, Phase I  
DATE: July 13, 2017

Mayor and Council,

- In compliance with all grant funding, the City issued a request for bids and received a single bid on June 27, 2017. The responder was Knife River.
- The bid submitted by Knife River complied with federal requirements. The base bid was \$986,757.00, and bid alternate #1 was \$60,980.50 (Bulb-outs on the NW & SW corners of Main and Ave D).
- The base bid and bid alternate #1 exceeded the engineer's estimate by \$314,937.50.
- The climate for construction is at an extreme high and many state, county and local agencies are facing the same dilemma with bids coming in above engineer's estimates.
- Per Idaho Transportation Department's (ITD's) policy for Federal Funding, the Construction Engineering & Inspection services portion of J-U-B's agreement cannot be performed by J-U-B to avoid any conflicts of interest. However, Ada County Highway District has agreed to perform those duties through an interagency agreement with the City, thereby saving some of the previously budgeted engineering costs.
- With the additional construction costs, reduced engineering costs, and a 10% contingency, the total project shortage to complete the base bid + bid alternate #1 is \$279,000.

In light of these circumstances, we are requesting consideration and direction on the following options:

**Option No. 1 – Award Bid to Knife River & Approve Additional Costs:** Approve issuance of Notice of Award and authorize entering into contract with Knife River, and approve an increase in City general funds by \$111,300 for a total of 22% of the overall project costs, and authorize \$167,700 in public works funds to be used for the public works-related project components.

<b>Funding Breakdown:</b>	<b>Amount</b>	<b>% Cost</b>
Grant Funds (CDBG, TAP, STP)	\$754,448	52%

ACHD	\$200,000	14%
City (Obligated General Fund)	\$139,501	22%
City (Obligated General Fund)	\$66,300	
<b>City (Additional Request from General fund)</b>	<b>\$111,300</b>	
<b>City (Request from Public Works funds)</b>	<b>\$167,700</b>	12%
<b>Total Funding (includes engineering costs)</b>	<b>\$1,439,249</b>	<b>100%</b>

**Option No. 2 – Reject Bid from Knife River, Adjust Project Design & Rebid Project:** Reject the bid from Knife River and authorize \$15,000 in additional engineering costs to remove or modify project component(s) of the plans, specifications and estimate and rebid the project during the winter months. This option would involve eliminating and/or changing parts of the project such as the decorative lighting, bulb-outs, colored concrete, shortening the project, etc. It should be noted that the Downtown Revitalization Design Committee and public are in support of the current design.

Additional engineering would be required by ITD to meet Federal Funding requirements to revise the plans, specifications and estimate to reduce the estimated cost of construction before re-bidding the project.

Historically, the bidding climate during winter months has been more competitive and allows contractors to better schedule / allocate their resources much earlier in the coming year. At this time and current market climate, there is no guarantee this approach will result in lower bids or more than one bidder.

Thank you,

Chris Engels    Bob Bachman  
City Clerk      Public Works Director

**CITY OF KUNA, IDAHO VIDEO RENTAL AGREEMENT  
TERMS AND CONDITIONS**

This rental agreement is made between the City of Kuna, Idaho (City) and the Kuna City Chamber of Commerce (Chamber) and is effective as of the confirmation date described below.

**EQUIPMENT:** This agreement covers the following Rental Equipment (Equipment):

**DELIVERY, SETUP, OPERATION AND PICKUP:** The City agrees to the delivery, setup and pickup of the Equipment.

**POSSESSION:** Upon delivery and setup, Chamber shall take possession of the Equipment and shall be unconditionally responsible for it, as provided for in this agreement.

**EQUIPMENT OPERATION BY CHAMBER:** Chamber agrees to be available to receive operational instructions from City at the time of taking possession of Equipment only upon full understanding of Equipment operation.

**LABOR CHARGES:** Chamber agrees to pay any labor charges incurred by the City for the delivery, setup and pickup of Equipment.

**RENTAL PERIOD:** Rental Period extends from the delivery and setup date to the return of the Equipment.

**DAMAGED EQUIPMENT:** Chamber is responsible for all damage to Equipment from any cause whatsoever incurred while in possession of Equipment. City will inspect all Equipment and will notify Chamber of any damages within 24 hours of pickup.

**LOSS AND UNRETURNED EQUIPMENT:** Chamber is responsible for loss from any cause whatsoever incurred while in possession of Equipment, including theft.

**CHAMBER INDEMNIFICATION:** Chamber agrees to indemnify and hold harmless City for damages and liability to rented items, persons and property resulting from the use or misuse of the rented items. Chamber assumes all risk of any and all injuries of any kind including wrongful death resulting from use or misuse of rented items. Customer agrees to hold the City, its officers and employees free and harmless from and to indemnify and defend the City against any and all suits, actions, proceedings, claims, judgments, demands, costs and charges for legal expenses

and penalties resulting from injury or damage to any and all persons and property arising out of or in connection with the rented items herein.

**COPYRIGHT INFRINGEMENT:** City does not support copyright infringement, including but not limited to public display and reproduction of copyrighted material. Chamber shall provide proof of purchase of any license agreement for the public display of copyrighted materials. City reserves the right to refuse rental of Equipment if Chamber cannot provide proper documentation for use of copyright material.

**ASSIGNMENT:** Chamber shall not assign or sub-rent the Equipment to any other party.

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**PROPERTY LEASE AGREEMENT  
WITH FIRST RIGHT OF REFUSAL FOR PURCHASE BY Lessee**

**THIS LEASE** (“Lease”) entered into this \_\_\_ day of \_\_\_\_\_, 2017, between **ARTHUR SIDNEY ANDERSON**, whose address is 474 Stroebel Road, Kuna, Idaho 83634 (“Lessor”) and the **CITY OF KUNA**, a municipality, whose address is P.O. Box 13, Kuna, Idaho 83634 (“Lessee”), and jointly referred to as the (“Parties”).

**IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**Article I. PROPERTY; USE.**

Lessor leases to the Lessee a nonexclusive lease of the following Property: A portion of Parcel No. R0615250410, as described by the Ada County, Idaho Recorder consisting of approximately 3.45 acres and a legal description of the West four hundred fifty (450) feet of Lot 2, Blk 3, of SW4NE4, Sec 20, 2N, 1E, Avalon Orchard Tracts Amended Plat, Bk 06, pg. 0254 (“Property”) located east of Kuna, Idaho, as depicted on the map marked **Exhibit A**, hereto attached and made a part hereof, subject to the provisions of this Lease, and **Exhibit B** attached hereto and made a part hereof. During the term of this Lease, the Property shall be used exclusively as a city park and related uses for the purpose of utilizing Indian Creek for floating by the general public.

**Article II. TERM.**

The term of this Lease shall expire on December 31, 2017. It is understood that Lessee intends to operate a park, parking lot and facilities for the general public to access and float in Indian Creek. The intent of this initial lease is not to capture every term that may be incorporated a longer term lease, but it is intended to allow for the use of the Property during the 2017 floating season. A longer term lease can be negotiated during the term of the lease with a date to commence in January 2018.

**Article III. RENT.**

For the 2017 lease term, Lessee shall pay to Lessor, in advance, rent in the amount of one thousand dollars (\$1,000.00). During this lease or thereafter, Lessor and Lessee may renegotiate a longer term lease the rent.

**Article IV. IMPROVEMENTS.**

Improvement of the parking areas, including but not limited to placing of road mix and crushed asphalt in needed locations as outlined in the map included as **Exhibit C**.

IN WITNESS WHEREOF, the parties have executed this Lease as of the days and year first herein written.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

**ARTHUR SIDNEY ANDERSON**

\_\_\_\_\_  
Signature

STATE OF IDAHO )

) ss.

County of Ada )

I, \_\_\_\_\_, a Notary Public in and for said State of Idaho, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, personally appeared Arthur Sidney Anderson, known or identified to me, who, being by me, first duly sworn, declared under oath that the statements contained with the foregoing document are true and correct, and acknowledged to me that he/she executed the same as such.

S  
E  
A  
L

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires on \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

**MAYOR JOE L. STEAR**

\_\_\_\_\_  
Signature

ATTEST:

## **EXHIBIT B**

### Section 1. IMPROVEMENTS.

No improvements placed upon the Property by Lessee shall become a part of the realty, except any improvements to the parking area, drive way and landscaping.

### Section 2. RESERVATIONS AND PRIOR RIGHTS.

Lessor reserves to itself, its agents and contractors, the right to enter the Property at such times as will not unreasonably interfere with Lessee's use of the Property.

- A. To enter upon the Leased Premises, or any portion thereof, during the term of this Lease for any reasonable purpose incident to this Lease or Lessor's retained rights, including the purpose of inspecting the Leased Premises. Lessee shall permit inspection of the Leased Premises by an authorized agent of Lessor at any reasonable time.
- B. To grant easements, rights-of-way, and leases over, under, across and upon the Leased Premises, providing said easements, rights-of-way, and leases do not conflict or materially interfere with the use of Lessee or with the Personal Property installed, maintained or operated by Lessee upon the Leased Premises. Lessor shall coordinate with Lessee before processing any easement, right-of-way or lease application on the Leased Premises. This Lease is subject to any lease, right-of-way and easement previously granted over the Leased Premises.
- C. Rights of access, ingress and egress over, under, across and upon the Leased Premises for Lessor and its authorized agents and assigns over and across the Leased Premises including, but not limited to, on existing roads. Said rights of access, ingress and egress may be for purposes of administration, for providing access to neighboring lots, or for any other purpose of Lessor. Lessor shall have no obligation to maintain any road or path, whether dirt, gravel, paved or otherwise.

### Section 3. PAYMENT OF RENT.

Rent shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

### Section 4. TAXES AND ASSESSMENTS.

Lessee shall pay, prior to delinquency, its pro-rata share for all taxes levied during the life of this Lease for the real property, excluding the house and the approximate one (1) acre that the house is situated on. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

Section 5. WATER RIGHTS.

If Lessee makes any improvements to the Property by adding landscaping, Lessor shall allow the necessary amount of water to be used to irrigate said improvements. All water rights shall remain in the name of the lessor and in no way shall the use of the water rights affect the ownership. If any additional water rights are developed on the site water rights shall be developed in the name of the Lessor.

Section 6. CARE AND USE OF PROPERTY.

- A. Lessee shall use reasonable care and caution against damage or destruction to the Property. Lessee shall not use or permit the use of the Property for any unlawful purpose, maintain any nuisance, permit any waste, or use the Property in any way that creates a hazard to persons or Property. Lessee shall keep the Property in a safe, neat, clean and presentable condition, and in a good condition and repair. Lessee shall keep any improvements and public ways on the Property free and clear from any substance which might create a hazard.
- B. Lessee shall not permit any sign on the Property, except signs relating to Lessee's purpose of this lease.
- C. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Property.
- D. Lessee shall cause the park to close two (2) hours after sunset.
- E. Lessee shall patrol the park and maintain reasonable order including but not limited to the agreed to hours of operation.
- F. Lessee shall take measures to control noxious weeds on the Leased Premises.

Section 7. ENVIRONMENTAL, SAFETY AND SANITARY REQUIREMENTS.

- A. No Hazardous Materials. Lessee shall neither commit nor permit the use, placement, transport or disposal of any hazardous waste, including petroleum products, such as oil, gasoline, or any other substance that is or is suspected to be a hazardous substance or material, not including the following materials kept for Lessee's own residential use and only in small quantities: gasoline not to exceed fifteen (15) gallons related to the use or enjoyment of their property for uses such as lawnmowers, snow machines and small water craft; kerosene; heating oil; propane tanks or other commercial sources of heating; and other household cleaners; solvents; paints and similar materials not otherwise prohibited by law. Lessee shall be responsible and shall pay all costs for the removal and/or the taking of all other necessary or appropriate remedial action regarding any hazardous waste, substance or material which Lessee may have caused to be introduced to or upon the Leased Premises. Any such remediation or removal or storage must be conducted in accordance with applicable federal, state, or local law, regulation, rule and ordinance, and Lessee shall immediately, upon the introduction of any hazardous waste, substance or material onto the Leased Premises, contact Lessor

and the Idaho Department of Environmental Quality (DEQ), provided however, Lessee shall not forestall commencing any necessary remediation while negotiating the terms of any consent order with DEQ unless Lessee is so authorized in writing by Lessor. Lessee shall indemnify, defend and hold Lessor harmless from all costs, expenses, damages or fines relating to pollution and hazardous substances and materials including, without limiting the generality of the foregoing, attorney fees and costs of defense and enforcement of Lessor's rights hereunder.

- B. Fire and Safety Regulations. Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including, but not limited to, those of the Idaho Department of Lands for fire protection and prevention, and shall at all times observe reasonable precautions to prevent fire on the Leased Premises. Lessee agrees to keep the Leased Premises free from fire hazards. Firewood storage shall be confined to a location, away from the Residence. Roofs shall be kept clear of all debris and needles on a regular basis to minimize fire hazard. Lessee is prohibited from burning garbage or household trash. Any burning on the Leased Premises, including the burning of wood, weeds or other debris, but excepting simple campfires necessary for the use under this Lease, requires the prior written permission of Lessor. Any burning must comply with all applicable federal, state or local laws, regulations, rules and ordinances. Barbecue devices designed for use out of doors are permitted.
- C. Sanitary Requirements. Lessee shall at all times keep the Leased Premises in a clean and sanitary condition, free of trash, garbage and litter. Lessee shall not dispose of sewage except in conformity with all applicable federal, state, and local laws, rules, regulations and ordinances pertinent to Lessee's use, and shall dispose of sewage on the Leased Premises only if specifically authorized by Lessor and the local governmental which would otherwise have jurisdiction over such matters. Lessee shall not store, dispose of, or otherwise maintain trash, garbage, litter, unused or discarded household items, or unlicensed or abandoned vehicles, boats or trailers on the Leased Premises, and shall dispose of all such trash, garbage or other items in conformity with all legal requirements. Lessee shall be responsible for all costs associated with sewage, garbage and litter disposal. Lessor may require Lessee to furnish a certificate or other satisfactory proof of compliance with applicable laws, rules, regulations and ordinances.

Section 8. UTILITIES.

- A. Lessee will arrange and pay for all utilities and services supplied to the Property or to Lessee.
- B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense. Lessee shall ensure that full payment is

made for any and all materials joined or affixed to the Leased Premises pursuant to this Lease and for any and all persons who perform labor on the Leased Premises at the request or on account of Lessee.

Section 10. ALTERATIONS AND IMPROVEMENTS.

- A. No alteration, improvements or installations may be made on the Property without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor as Lessor determines to impose. In all events, such consent shall be condition upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.
- B. All alteration, improvements or installations shall be at the Lessee's sole cost and expense.

Section 11. INSURANCE.

- A. Insurance Lessee shall purchase and keep in force all insurance required by this Lease. Any failure to comply with any of the terms of this section shall be a breach of this Lease.
- B. General Liability. Lessee shall obtain, at Lessee's expense, and keep in effect during the term of this Lease, General Liability Insurance covering bodily injury and property damage caused by or resulting from the occupancy, use, and operations of any other activity on the Leased Premises carried on by Lessee, its assigns, agents, operators or contractors. This insurance shall include personal injury coverage and contractual liability coverage for the indemnity provided under this lease. Coverage shall be combined single limit per occurrence, which shall not be less than One Million Dollars (\$1,000,000), or the equivalent. Each annual aggregate limit shall not be less than One Million Dollars (\$1,000,000), when applicable.
- C. Property Insurance. Lessee shall throughout the term of this Lease and at its own expense, keep and maintain in full force and effect, property insurance for what is commonly referred to as "All Risk" coverage, excluding earthquake and flood, on Lessee's improvements and personal property.
- D. Workers' Compensation. Lessee shall maintain Workers' Compensation Insurance and Employer's Liability, together with all other coverages required therefor.
- E. Additional Insured. The liability insurance coverage required for performance of the Lease shall include the Lessor, its officers, agents, and employees as additional insureds, but only with respect to the Lessee's activities (including the activities of Lessee's agents, operators, employees or contractors) relating to this Lease and/or any such activities upon, or related to, the Leased Premises.
- F. Insurance Policy Requirements. All policies required under this Section shall be written as primary policies and not contributing to or in excess of any coverage Lessor may choose to maintain. All insurers shall have a Bests' rating of A- or better and be authorized to do business in the State of Idaho. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage without thirty (30) days written notice from Lessee and its insurer to Lessor;

- provided however, that if such prior advanced written notice cannot reasonably be provided, then the Lessee and its insurer shall immediately notify Lessor as soon as either becomes aware of any such cancellation, termination, material change, or intent not to renew. In any event, Lessee shall immediately notify Lessor of any such notice of cancellation, termination, material change, or intent not to renew any policy required by this Lease and shall deliver to Lessor a copy of any such notice upon receipt thereof from any insurer.
- G. Proof of Insurance. Prior to taking occupancy or commencing operations or construction, and at least annually thereafter, Lessee shall furnish Lessor with a certificate of insurance executed by a representative of each insurer duly authorized to bind coverage, together with a copy of any applicable policy and policy endorsement showing compliance with all insurance requirements set forth herein including evidencing Lessor as additional insured. Lessee shall provide certified copies of all insurance policies required above within fifteen (15) days of Lessor's written request for certified copies. Failure of Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain such insurance.
- H. No Limitation of Liability. By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability pursuant to this Lease.

Section 12. NO WARRANTY OF SUITABILITY; AS-IS.

No Warranty. Lessee acknowledges that neither Lessor, nor any agent of Lessor has made any representation or warranty with respect to the Leased Premises or concerning the suitability of the Leased Premises for the uses intended by Lessee, or concerning any access or the condition of such access to the Leased Premises. Lessee acknowledges that it has accepted the Leased Premises together with access thereto in an AS IS CONDITION, accepting any and all known and unknown faults therein. Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 13. RELEASE AND INDEMNITY.

- A. Lessee shall indemnify, defend, and hold harmless the Lessor, agents, and employees from and against any liability, claims, damages, losses, debts, obligations, judgments, expenses or actions, including reasonable attorneys' fees caused by or arising out of any act or omission of Lessee, or Lessee's agents, employees or invitees, or any act or omission arising out of or connected with the use or occupation of the Leased Premises or arising from the Lessee or Lessee's agents, or employees' failure to comply with any applicable law. If it becomes necessary for the Lessor to defend any action seeking to impose any such liability, the Lessee will pay the Lessor all costs of court and attorneys' fees incurred by the Lessor in effecting such defense in addition to all other sums that the Lessor may be called upon to pay by reason of the entry of a judgment against it in the litigation in which such claim is asserted. This indemnification shall survive the termination or expiration of this Lease.
- B. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provision of this Section.

Section 14. TERMINATION.

Lessor and Lessee agree that due to Lessee's use of the Property that requires long range planning and financial commitments for improvements, termination during the summer season would cause an extreme financial and loss of use hardship upon Lessee, therefore the lease cannot be terminated during its term except as follows:

Lessor may terminate this Lease by giving Lessee notice of termination, if Lessee (i) fails to pay rent within fifteen (15) days after the due date, or (ii) defaults under any other obligation to Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given Section 15.

Section 15. VACATION OF PROPERTY; REMOVAL OF LESSEE'S PROPERTY.

- A. Upon expiration or termination of this Lease, Lessee shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, and restored the surface of the ground to as good a condition as the same was in before such structure were erected, including, without limitation, the removal of foundation, the filling in of excavations and pits, and the removal of debris and rubbish, accept as agreed to by lessor in lessor's sole discretion.
- B. If Lessee has not completed such removal and restoration within sixty (60) days after termination of this Lease, Lessor may, at its election, and at any time or times thereafter,

(i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures of property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration in completed.

Section 16. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and, sent by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: the above address; and to Lessee at the above address, or such served five (5) days after deposit in the U.S. Mail. Notices which are personally served or sent by courier service shall be deemed served upon receipt.

Section 17. ASSIGNMENT.

- A. Lessee shall not sublease the Property, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.
- B. Subject to this Section, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 18. ATTORNEY'S FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 19. FIRST RIGHTS TO PURCHASE BY Lessee

It is understood that Lessee plans to operate a park, parking lot and tubing access facility and Lessee plans to eventually own the location and facilities for which Lessor does hereby grant unto Lessee the exclusive and irrevocable right during the term of the lease or any extension thereof, the first refusal and first option to purchase the Property at fair market value, or an amount less than fair market value as agreed to by the Parties; the fair market value shall be determined by an appraisal to be selected and paid for by Lessee and agreed to by Lessor. Lessor reserves the right to reject the appraisal in Lessor's sole discretion in which case Lessor will continue to work towards a long term lease or other purchase arrangements.

Section 20. ENTIRE AGREEMENT.

This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction. Except for the unilateral redetermination of annual rent as provided in Article III., this Lease may be amended only by a written instrument signed by Lessor and Lessee.

**RESOLUTION NO. R53-2017  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING RESOLUTION NO. R52-2015A TO APPOINT TWO (2) NEW MEMBERS TO THE CITY OF KUNA, IDAHO DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE REPLACING TWO (2) MEMBERS.**

**WHEREAS** Idaho Code Title 67, Chapter 82; sets forth the *Idaho Development Impact Fee Act*, which provides for the establishment for planning and financing public facilities needed to serve new growth and development; and

**WHEREAS** §67-8205 provides that a governmental entity that is considering, or which has adopted a development impact fee ordinance shall establish a development impact fee advisory committee; and

**WHEREAS** §67-8205(2) provides that the committee shall be composed of not fewer than five (5) members appointed by the city; and

**WHEREAS** §67-8205(3) provides that the development impact fee advisory committee shall serve in an advisory capacity and is established to:

- (a) Assist the governmental entity in adopting land use assumptions;
- (b) Review the capital improvements plan, and proposed amendments, and file written comments;
- (c) Monitor and evaluate implementation of the capital improvements plan;
- (d) File periodic reports, at least annually, with respect to the capital improvements plan and report to the governmental entity any perceived inequities in implementing the plan or imposing the development impact fees; and
- (e) Advise the governmental entity of the need to update or revise land use assumptions, capital improvements plan and development impact fees.

**WHEREAS** the City of Kuna, Idaho did, pursuant to Resolution No. R52-2015, establish a development impact fee ordinance, which appointed five (5) members, and Resolution R52-2015A, did appoint two (2) members to replace two (2) member who were unable to serve; and

**WHEREAS** it is necessary to replace two (2) members to comply with Idaho Law.

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the following two (2) persons are appointed to the Development Impact Fee Committee:

1. Robert Cleere.
2. Andy Kahn.

The full advisory committee shall consist of:

1. David Gronbeck.
2. Fabiola Giddings.
3. Trevor Kesner.
4. Robert Cleere.
5. Andy Kahn.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 18<sup>th</sup> day of July, 2017.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 18<sup>th</sup> day of July, 2017.

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

ATTEST:

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

(Space above reserved for recording)

**ORDINANCE NO. 2017-11  
Greyhawk Land Company LLC**

**AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING THE REAL PROPERTY DESCRIBED IN EXHIBIT A AND EXHIBIT B, AND COMMONLY REFERRED TO AS GREYHAWK 6 SUBDIVISION, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE NEW YORK IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Kuna operates a municipal irrigation system, generally referred to as Kuna Municipal Irrigation District (KMID), as authorized by Title 50, Chapter 18, Idaho Code; and

WHEREAS, the above mentioned parcels are connected to the Kuna Municipal Irrigation District system; and

WHEREAS, the Kuna City Council has deemed annexation of said properties into the Kuna Municipal Irrigation District to be in the best interest of the City of Kuna;

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

Section 1: That the following described real properties be and the same hereby are annexed into the Kuna Municipal Irrigation District of the City of Kuna, State of Idaho and the boundaries adjusted accordingly, said property being described as follows in Exhibit A and shown in Exhibit B.

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

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

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to New York Irrigation District.

Section 5: That this Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

DATED this 18<sup>th</sup> day of July, 2017.

CITY OF KUNA

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

ATTEST:

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

**EXHIBIT A  
LEGAL DESCRIPTION FOR WATER RIGHTS ON  
GREYHAWK 6 SUBDIVISION**

Know all men by these presents: That Greyhawk Land Company, LLC, an Idaho Limited Liability Company, 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 83°06'16" East, 23.36 feet to the NW Corner of Greyhawk Subdivision No. 5 as same is recorded in Book 110 of Plats at Pages 15,909 through 15,912, 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 NW 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.



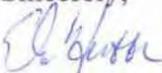
April 15, 2017

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

(Space above reserved for recording)

**ORDINANCE NO. 2017-12**  
**Arbor Ridge LLC**

**AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING THE REAL PROPERTY DESCRIBED IN EXHIBIT A AND EXHIBIT B, AND COMMONLY REFERRED TO AS PATAGONIA 2 SUBDIVISION, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE NEW YORK IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Kuna operates a municipal irrigation system, generally referred to as Kuna Municipal Irrigation District (KMID), as authorized by Title 50, Chapter 18, Idaho Code; and

WHEREAS, the above mentioned parcels are connected to the Kuna Municipal Irrigation District system; and

WHEREAS, the Kuna City Council has deemed annexation of said properties into the Kuna Municipal Irrigation District to be in the best interest of the City of Kuna;

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

Section 1: That the following described real properties be and the same hereby are annexed into the Kuna Municipal Irrigation District of the City of Kuna, State of Idaho and the boundaries adjusted accordingly, said property being described as follows in Exhibit A and shown in Exhibit B.

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

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

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to New York Irrigation District.

Section 5: That this Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

DATED this 18<sup>th</sup> day of July, 2017.

CITY OF KUNA

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

ATTEST:

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

**EXHIBIT A  
LEGAL DESCRIPTION FOR WATER RIGHTS ON  
PATAGONIA 2 SUBDIVISION**

A parcel located in the S ½ of Section 7, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southeast corner of the SE ¼ of said Section 7, from which an Aluminum Cap monument marking the southwest corner of said SE ¼ of Section 7 bears N 89°25'45" W a distance of 2651.45 feet;

Thence N 89°25'45" W along the southerly boundary of said SE ¼ a distance of 1325.73 feet to a point marking the southeast corner of the SW ¼ of the SE ¼ of said Section 7;

Thence N 0°28'57" E along the easterly boundary of said SW ¼ of the SE ¼ a distance of 25.00 feet to a 5/8 inch diameter rebar on the northerly right-of-way of E. Hubbard Road and the **POINT OF BEGINNING**;

Thence N 89°25'45" W along said northerly right-of-way, being 25.00 feet north of and parallel to the southerly boundary of said SE ¼; a distance of 516.37 feet to a point on the centerline of the Mason Creek Feeder, said point being witnessed by a 5/8 inch diameter rebar bearing S 89°25'45" E a distance of 35.00 feet from said point;

Thence N 55°46'15" W along said centerline a distance of 990.15 feet to a point, said point being referenced by a 5/8 inch diameter rebar bearing N 34°13'45" E a distance of 20.00 feet from said point;

Thence continuing along said centerline N 55°26'08" W a distance of 385.55 feet to a point; said point being witnessed by a 5/8 inch diameter rebar bearing S 0°34'15" W a distance of 25.00 feet from said point;

Thence leaving said centerline S 0°34'15" W a distance of 91.01 feet to a 5/8 inch diameter rebar marking the northeasterly corner of Patagonia Subdivision No. 1 as shown in Book 110 of Plats on Pages 15809 thru 15811, records of Ada County, Idaho;

Thence N 89°27'26" W along the northerly boundary of said Patagonia Subdivision No. 1 a distance of 554.77 feet to a 5/8 inch diameter rebar marking the northeast corner of Lot 17 of Block 1 of said Patagonia Subdivision No. 1;

Thence leaving said northerly boundary N 0°32'34" E a distance of 25.58 feet to a 5/8 inch diameter rebar;

Thence a distance of 287.85 feet along the arc of a 907.00 foot radius curve right, said curve having a central angle of 18°11'01" and a long chord bearing N 9°38'05" E a distance of 286.64 feet to a 5/8 inch diameter rebar;

Thence N 89°38'46" W a distance of 188.97 feet to a 5/8 inch diameter rebar;

Thence N 0°21'14" E a distance of 120.00 feet to a 5/8 inch diameter rebar;

Thence N 34°33'52" E a distance of 76.72 feet to a 5/8 inch diameter rebar;

Thence S 55°26'08" E a distance of 206.91 feet to a 5/8 inch diameter rebar;

Thence a distance of 207.46 feet along the arc of a 907.00 foot radius non-tangent curve right, said curve having a central angle of 13°06'20" and a long chord bearing N 29°48'39" E a distance of 207.01 feet to a 5/8 inch diameter rebar;

Thence N 36°21'49" E a distance of 64.00 feet to a 5/8 inch diameter rebar;

Thence S 54°02'14" E a distance of 1.73 feet to a 5/8 inch diameter rebar;

Thence N 38°27'29" E a distance of 120.46 feet to a 5/8 inch diameter rebar;

Thence S 51°32'31" E a distance of 94.00 feet to a 5/8 inch diameter rebar;

Thence S 55°36'52" E a distance of 1707.62 feet to a 5/8 inch diameter rebar;

Thence S 89°25'45" E a distance of 437.34 feet to a 5/8 inch diameter rebar on the easterly boundary of the SW ¼ of the SE ¼ of said Section 7;

Thence S 0°28'57" W along said easterly boundary a distance of 367.50 feet to the **POINT OF BEGINNING**.

This parcel contains 23.01 acres.

WALLAND



June 19, 2017

6-22-17

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

**RE: Patagonia Subdivision No. 2 Annexation into KMID**

Dear City Engineer:

I am submitting a request to annex the property hereafter known as Patagonia Subdivision No 2 into the Kuna Municipal Irrigation District (KMID). The property is generally located northside of E Hubbard Road approximately 1200 feet east of Meridian Road. The annexation is approximately 23.01 acres as shown on the attached Exhibit A.

My understanding this will pool the water rights of Ada County tax parcel S1407347150, 23.01 acres more or less for delivery purposes by the City of Kuna. Exhibit A is a legal description of the area in Patagonia Subdivision No 2 will irrigate said subdivision using the City of Kuna PI system under this request.

Sincerely,

  
Greg Johnson  
Owner

Project: Patagonina Subdivision No 2  
Contract: KENT BROWN  
Address: 3161 E SPRINGWOOD DR MERIDIAN ID 83642  
Phone: 208-871-6842  
Email: kentlkb@gmail.com